

STANDARD TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS AND ABBREVIATIONS

1.1 In the Contract (as hereinafter defined) the following words and expressions shall have the meanings herein assigned to them except where the context otherwise requires:

Approved and **directed** shall mean approved or directed as the case may be in writing by SMRT.

Authorised Representative shall mean the officer so designated and his successors in office and also such person or persons as may be deputed by him in writing to act on his behalf for the purpose of the Contract.

Contract shall mean the documents forming the tender and acceptance thereof together with the documents referred to therein including the Agreement and the Schedules thereto comprising of: the Tender Specifications, the Contractor's Tender Submission, SMRT's Schedule of Works, these Standard Terms and Conditions of Contract and the Letter of Award and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

Contractor shall mean the person or persons, partnership, firm or company whose tender for the Works has been accepted and shall include his or their heirs, executors, administrators, approved assignees, successors and duly appointed representative.

LTA shall mean the Land Transport Authority, Singapore.

SMRT shall mean the SMRT _____ or its successors or assigns and shall include any officers authorised by the company to act on its behalf.

SMRT Directives: - shall mean further details, and/or written instructions, written directions and written explanations issued by SMRT from time to time in regard to the works.

SMRT Instructions: - shall mean written instructions issued by SMRT's Authorised Representative.

SMRT Premises shall mean all 251 North Bridge Road, Singapore 179102 and all other properties operated and maintained by SMRT and their related companies including such other places which are specified in the Schedules to this Contract to form part of SMRT premises.

Works shall mean the scope of services as separately specified in the Schedules to the Agreement and the works, materials or services described by or shown upon any SMRT's Instruction under this Contract including all modified extra or addition works and obligations to be performed under the Contract.

Work Specifications: - shall mean any plans, drawings, data or other information relating to the supply of the Services as set out in the Schedules to the Agreement including but not limited to the specifications as set out in the SMRT's Tender Specifications, the Company's submitted Form of Tender (including the Tender Submission) and SMRT's Schedule of Works.

Workers and Personnel means labour or staff employed by the Contractor and his contractor for this contract as further defined under "Contractor's Employees" in the Works Specifications.

Words importing the singular only also include the plural and vice versa where the context requires.

All dimensions and measures shown on the drawings and given in the Schedule of Prices/Rates and Specification shall be taken to be SI Metric Units.

2. NATURE OF CONTRACT

- 2.1 This Contract shall be a contract for services during the term specified in the Agreement. It includes Works to be carried out on a lump sum basis at regular, specified frequencies without the issue of SMRT's Instruction and Works to be carried out as and when required by the issue of SMRT's Instruction.

3. SCOPE OF CONTRACT

- 3.1 The Contractor shall provide his own labour, materials, transport, tools and everything else necessary for the proper execution of the works in Singapore.
- 3.2 The Contractor shall upon and subject to the Conditions herein carry out and complete the Works in accordance with this Contract in every respect in accordance with the directions and to the reasonable satisfaction of SMRT, who may in its absolute direction and from time to time issue further details, and/or written instructions, written directions and written explanations (all of which are hereafter collectively referred to as SMRT's Directives) in regard to the works. The Contractor shall upon and subject to the Conditions herein also carry out and complete the Works at the specified frequencies without the issue to him of an SMRT's Instruction according to a programme to be submitted by him within seven (7) days after the award of the Contract or such time as stipulated in the Tender Specifications, whichever is the earlier, or any subsequent revisions and approved by SMRT in accordance with this Contract and to the reasonable satisfaction of SMRT.
- 3.3 The Contractor shall forthwith comply with and duly execute any work comprised in such SMRT's Directives, which may be issued from time to time during the contract period.
- 3.4 Further, the Contractor shall, as and when required by SMRT, attend or be represented at all meetings in connection with the Works contemplated herein this Contract for the purposes of discussion, receiving instructions, rendering explanation and/or advice on all matters relating to the Contractor's duties and obligations.

4. NOTICES

- 4.1 The Contractor shall notify SMRT an address where notices and SMRT's Directives, under this Contract may be served upon him. In the event of the Contractor failing to notify SMRT of such an address, notices shall be deemed served upon the Contractor if sent by registered post to the address stated in this Contract or left at his office on the site.

5. COMPLETION OF DOCUMENTS

- 5.1 The Contractor shall be deemed to have fully perused and understood this and its associated documents prior to the submission of tender.

6. VARIATIONS AND EXTRAS

- 6.1 SMRT may at any time during the progress of the Works, issue by way in writing SMRT's Instruction, make or cause to be made any variations from the Specification by way of addition or omission or otherwise deviating therefrom and the said Works shall be executed by the Contractor according to the said variation or deviations under this instruction and to the satisfaction of SMRT as if the same had been included in the said original Specification; and any work ordered not to be done shall be omitted.

7. PAYMENT FOR VARIATION, PROGRESS PAYMENTS

- 7.1 SMRT's Instructions shall not be issued for the works defined, described and provided for in the Works Specifications. Such work shall be carried out and completed by the Contractor according to a programme to be submitted by him and approved by SMRT within seven (7) days after the award of the contract or such time as specified in the Tender Specifications, whichever is the earlier. Payment for any variation (addition, omission or deviations from specifications) issued under Clause 6 above shall be valued based on the tendered schedule of prices/rates. The Contractor shall, on the satisfactory completion of each month's work, submit progress application for payment in accordance with his tendered price/rate and including any variations issued in accordance with Clause 6 above in SMRT's prescribed form and extended to the Contractor from time to time.
- 7.2 No account shall be taken by SMRT of any amount by which any cost incurred by the Contractor shall have been increased whether by reason of the making after the date of his tender in the Republic of Singapore or elsewhere of any law or of any order, regulation, or by-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 costs ruling at the date of his tender.

8. DEDUCTIONS FROM MONEY DUE TO CONTRACTOR

- 8.1 SMRT shall be entitled to deduct any money the Contractor shall be liable to pay under the Contract to SMRT, from the Security Deposit referred to in Clause 37 herein or any sum which may become payable to the Contractor hereunder, provided always that this provision shall not affect any other remedy by action at law or otherwise to which SMRT may be entitled for the recovery of such money.

9. CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

- 9.1 The Contractor shall employ sufficient workers and shall provide everything necessary for the proper execution of the works according to the true intent and meaning of the Specification whether the same may or may not be particularly shown or described provided that the same is reasonably to be inferred therefrom and if the Contractor find any discrepancy therein he shall immediately and in writing refer the same to SMRT who shall decide which shall be followed.
- 9.2 The Contractor is to provide his workers with the required personal protective equipment in accordance to SMRT standards.

10. SITE VISIT AND QUERIES

- 10.1 The Contractor shall be held to have visited the sites and to have familiarized himself with the site and the nature of work thereof and also to acquaint himself by his own independent observations and enquiries with the position, extent and practicability of the works, means of access, and all other matters which can in any way influence his tender price as no monetary or other claims made by the Contractor on the grounds of want of knowledge of any or all of the aforesaid matter will be entertained.

11. PROGRAMME OF WORKS

- 11.1 The Contractor shall schedule the works according to a programme to be approved by SMRT. This approved programme shall form part of a work specification. If during the progress of work, it is found that such schedule is not practical he shall amend at his own cost the programme when instructed by SMRT. Any assistance which SMRT may render to the Contractor in rescheduling the works shall in no way relieve the Contractor of his contractual obligation to carry out his works in accordance with those stipulated in the specifications.

12. WORKMANSHIP TO CONFORM TO SPECIFICATION

12.1 All workmanship provided by the Contractor shall be of the respective kinds described in the Specification. If the Contractor is found to have committed any non-compliance with any part of the Specifications or Drawings, non-fulfilment of any contractual obligations, SMRT reserves the right to:

12.1.1 to order any irregular work to be removed and made good to the satisfaction of SMRT at the Contractor's expense; or

12.1.2 in lieu of correcting work not done in accordance with the Contract, SMRT may allow such work to remain and shall recover any cost difference as reasonably determined by SMRT between the specified requirements and the non-compliance.

12.2 In these Conditions the expression "Defects Liability Period" shall mean the defects liability period calculated from the date of substantial completion or completion of the whole of the Works. Substantial Completion shall mean when the Contractor considers that:

12.2.1 the whole of the Works or any Section or part of the Works in respect of which a date for completion is provided in the Form of Tender; or

12.2.2 any substantial part of the Works which has been used by SMRT.

The Defects Liability Period of twelve (12) months shall apply whereby the Contractor shall warrant and rectify any defect of the Works, and be solely responsible for the repair and replacement of any defective or faulty parts. All defects shall be rectified to the satisfaction of SMRT.

For the avoidance of doubt, the "Defects Liability Period" in respect of that part or subsystems or components of that part shall start from the date such replacement, renewal or repair has been completed to the satisfaction of SMRT's engineers or representatives.

13. DELAY IN SUPPLY AND DELIVERY

13.1 If in the opinion of SMRT there is delay in the supply and/or delivery of any services named in the Contract due to any of the following circumstances, namely, acts of God, force majeure events, riots and civil commotion's, strikes, lock-outs or other labour disturbances, fire, war, acts of terrorism, outbreaks of avian flu or such other similar infectious diseases, perils of the sea, delay in transit and other causes of perils beyond the Contractor's control then in any such case the Contractor shall for the duration of any such circumstance aforesaid, to be relieved of his obligation to deliver the services affected but the provisions of the Contract shall remain in full force in regard to any services not affected by such circumstances, aforesaid.

13.2 In the event of failure by the Contractor to complete the provision of services by the date specified in the Contract other than due to the circumstances provided for in the sub-clause 13.1 above (provided such circumstances do not exceed 90 days), SMRT shall have the right:-

(a) To cancel all or any such services from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or

(b) To require the Contractor to pay or allow SMRT to deduct from any moneys due or to become due to the Contractor's sum, calculated at the rate of **Singapore Dollars (Please refer to Tender Specifications/Scope of Work or Services) per day**, as liquidated damages (and not as a penalty) for every day of delay until the Services are performed;

(c) That if the amount for which the Contractor is liable hereunder has not been ascertained at the time due for payment of any monies due to the Contractor under this Contract (including monies in the Security deposit), SMRT may withhold out of such monies a sum

sufficient in the reasonable judgement of SMRT to cover such cost and no more, and SMRT shall settle such cost as soon as possible and refund any excess withheld without undue delay; and

- (d) That nothing herein shall affect any other remedy by action at law or otherwise to which SMRT or such authority may be entitled for the recovery of such cost.

14. DAYS AND HOURS OF WORKING

- 14.1 The days and hours of working shall comply with MOM regulations and be subjected to the approval of SMRT.

15. RESIDENT PROJECT SUPERVISOR AND ASSISTANTS

- 15.1 The Contractor shall appoint a competent Project Supervisor and such assistants as specified in the Works Specifications as may be necessary who must be capable of receiving verbal instructions in English and in default they shall be supplied by SMRT and all expenses in connection therewith shall be recoverable as provided in Clause 8 herein. Any directions or explanations given to such Project Supervisor or his assistants shall be held to have been given to the Contractor in pursuance of Clause 3.2 herein.
- 15.2 The resident Project Supervisor must successfully complete the SMRT Contractor Safety Course. The cost of this programme is to be borne by the contractor.

16. NUISANCE BY CONTRACTOR'S WORKMEN

- 16.1 The Contractor shall be responsible for restricting his workmen only to the premises of the Works and shall prevent trespass into adjoining property and existing buildings on the premises on which work is NOT in progress. He shall take all necessary precautions to prevent trespass and shall indemnify SMRT against any damages arising from nuisance of any kind.
- 16.2 For nuisance committed, without prejudice to the rights, actions or remedies of SMRT, the Contractor shall take immediate action to cease the nuisance committed upon instruction given by SMRT.

17. DISCHARGE OF WORKMEN

- 17.1 The Contractor shall employ only such Project Supervisors, assistants and workmen on the Works who are thoroughly efficient and of good character. If in the sole opinion of SMRT, any person employed by the Contractor misconduct himself or has caused quarrels or delays or is incompetent, the Contractor when so directed by SMRT in writing shall at once remove such person from the Works and he shall not again be employed on the Works without the written permission of SMRT.

18. SECURITY

- 18.1 For security reasons, the Contractor shall without instruction provide SMRT with particulars of the workers engaged i.e.:-
- (i) Name
 - (ii) Address
 - (iii) Identity Card Number / Passport Number / Work Permit Number
 - (iv) Citizenship
 - (v) Sex and Age
 - (vi) Type of Job

(vii) Education Level

- 18.2 The Contractor shall be responsible for the application of passes for its workers and the cost of these passes shall be borne by the Contractor. The passes must be returned to SMRT on the resignation or termination of each of the Contractor's worker.
- 18.3 Appropriate security passes as provided shall be worn by all workers working in SMRT Premises.
- 18.4 SMRT shall have the right to instruct the Contractor to remove any of his employees, who in the opinion of SMRT, is considered to be undesirable or unfit for employment in the buildings, or compound of SMRT Premises for security reasons.

19. SAFETY

- 19.1 The Contractor (including for this purpose the Contractor's workers and contractors thereof) shall at all times while working in SMRT/LTA premises observe and comply with all prevailing laws and regulations in Singapore, all SMRT/LTA in-house guidelines, practices and procedures relating to safety now and thereafter in force, and shall bear all costs whatsoever and howsoever arising from compliance with the same. The Contractor is to note that some works may be done in confined spaces.
- 19.2 The Contractor shall be responsible to take safety precautions to eliminate danger to his workmen, the general public and property of others. Proper warning signboards and barriers are to be created and maintained during the duration of any work which may endanger the safety of public or staff working there. The wording on the signboards must be large enough to attract attention and include words such as "Danger", "Keep Out", "Any Inconvenience Caused Regretted" etc.
- 19.3 The Contractor shall cause as little obstruction as possible to the general public during the execution of all works under this Contract and shall pay due regard to the interests and convenience of the public and of all private persons who have property in or are resident in the neighbourhood of the work.
- 19.4 The Contractor shall indemnify and hold harmless SMRT from and against all claims, proceedings, charges, costs and expense for damages and personal injuries whatsoever and howsoever arising from the provision and or execution of the works or services. The provision by SMRT of any safety training shall not in any way prejudice SMRT's rights to be indemnified and shall not be taken as a waiver of the Contractor's obligations and responsibilities under the Contract.
- 19.5 SMRT reserves the right to issue a Safety Time Out or Stop Work Order should any safety lapse or breach be identified. The contractor must implement corrective measures and seek SMRT approval prior to the re-commencement of work.
- 19.6 The contractor shall not seek compensation or increased cost thereby incurred due to any delay in the supply and delivery of any services as a result of any stop work order imposed by the SMRT or Ministry Of Manpower.

20. ACCESS FOR ENGINEER

- 20.1 SMRT and/or its representatives shall at all reasonable times have access to the Works or other places of the Contractor where work is being prepared for the Contract.

21. QUANTITIES

- 21.1 Any statements as to quantities of work supplied to the Contractor for the purpose of preparing an estimate shall not form nor be deemed to form any part of this contract. The quality and quantity of the works included in the estimated total value of the works shall be deemed to be that which is described in the Specification.

22. CLEARING AND CLEANING SITES/PREMISES ON COMPLETION

- 22.1 On completion of carrying out the work at each site daily, the Contractor shall remove all rubbish, etc. immediately and shall not leave such materials so as to violate the regulatory requirements by the National Environmental Agency (NEA) or give cause to the complaints from members of the public.

23. INSPECTION OF COMPLETED WORKS

- 23.1 On proper completion of each item of work, the Contractor shall officially notify SMRT or his representative within 24 hours of such date of completion so that an inspection of the completed works can be carried out to ascertain whether or not the work has been completed in a satisfactory manner.
- 23.2 Failure of the Contractor to comply with the foregoing requirement may result in withholding or stopping of payment claimed by the Contractor on grounds of his failure to complete the works satisfactorily and failing to comply with the requirements of the Contract.

24. CORRESPONDENCE

- 24.1 The dates of all written instructions by the representatives of SMRT and instructions issued for the various works shall be taken as the date of receipt for the purpose of this Contract.

25. KEEPING RECORDS AFTER EXPIRY

- 25.1 The Contractor shall keep records of all documents relating to this Contract in safe custody for at least one year after expiry of the Contract and to produce such records when required by SMRT. Such records may be used as a court evidence in any case of litigation.

26. CENTRAL BUSINESS DISTRICT/RESTRICTED ZONE

- 26.1 The Contractor shall ensure that any prevailing conditions for entry into the Restricted Zone are met. Explanations for not keeping appointments either SMRT or representatives of SMRT on account of such restrictions will not be entertained. The Contractor shall allow the cost for complying with this clause for the execution of the Works.

27. PUBLIC SAFETY

- 27.1 The Contractor shall look after the interest of traffic and public safety and safety of his workmen when working on public roads and highways and within SMRT premises or while in the execution of work under SMRT contracts. He shall strictly comply with relevant Clause(s) concerning safety in the Works Specifications.

28. COMPLIANCE WITH LAW, RULE OR REGULATION AND AUDIT RIGHTS

- 28.1 The Contractor shall ascertain and conform in all respects with the provisions of any Act of Parliament, Government Order, Regulation and Bye-law that may apply to the Works and with any rules or regulations of the said local or statutory authorities public bodies or companies and shall keep SMRT fully indemnified against penalties and liabilities of every kind arising from the breach of such Act, Regulation, Bye-law rule or regulation.
- 28.2 The Contractor shall on request grant SMRT or its representatives such access to relevant documents or records as may be required in order for SMRT to audit and verify the Contractor's compliance under this clause. SMRT shall provide at least 7 days' notice of its intention to conduct the audit.
- 28.3 In the event the audit is conducted at the Contractors' premises, SMRT shall use reasonable endeavours to conduct the audit during the Contractor's normal working hours.
- 28.4 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of the audit.

29. CHILDREN UNDER 16

- 29.1 No child under the age of sixteen years by English reckoning shall be employed in any work to be performed under this Contract.
- 29.2 All Malaysian or foreigners employed shall be in possession of necessary work permits to allow them to work in Singapore.

30. EMPLOYMENT OF ILLEGAL IMMIGRANTS

- 30.1 The Contractor shall ensure that no illegal immigrant shall be employed by him or his contractor or his authorized sub-Contractor in the execution of any part of the Works and if any illegal immigrant is found to be so employed, SMRT shall, notwithstanding the provisions of this Contract, remove the illegal immigrant. SMRT shall not be liable for any loss or damage suffered by the Contractor as a result of such removal. The Contractor shall indemnify and reimburse SMRT for all consequences and damages suffered arising thereof.
- 30.2 For the purpose of this clause, "illegal immigrants" means any person who has entered into Singapore in contravention of the Immigration Act (Cap 133) or any statutory modification or re-enactment thereof.

31. DEFAULT IN PAYMENT BY CONTRACTOR

- 31.1 The Contractor shall in respect of all workmen employed by him in and for the performance of the Contract, observe and comply with conditions of employment as provided for under the Employment Act (including CPF contribution) and any amendments thereof. The Contractor shall upon notification in writing by SMRT show documentary proof that he has complied with the provisions of the above.
- 31.2 The Contractor shall be responsible for observance of the provisions of the above clause 31.1 by any contractor employed by him in the execution of the Contract.
- 31.3 In the event of default being made in the payment of any money in respect of wages of any workmen employed by the Contractor in and for the performance of this Contract and if a claim therefore is filed in an office of the Department of Labour and proof thereof is furnished to the satisfaction of an officer of the said Department, SMRT may, failing the payment of the said money by the Contractor, make payment of such claim to the Commissioner for Labour or his representative out of any

monies at any time due to the Contractor under this Contract and such payment shall be deemed to be a payment made to the Contractor under and by virtue of this Contract.

- 31.4 The Contractor shall indemnify and hold harmless SMRT against all monies, loss, costs, charges and expenses whatsoever and howsoever arising from claim made by any company or person in respect of any factoring arrangements made or entered into by the Contractor.

32. INJURY/DAMAGE TO PERSONS AND PROPERTY

- 32.1 The Contractor shall be solely liable for and shall indemnify SMRT against all losses and claims in respect of personal injury to or death of any person whatsoever and howsoever arising out of or in consequence of the execution of the works unless due solely to any wilful act or gross negligence on the part of SMRT or of any person whom SMRT is responsible.

- 32.2 The Contractor shall be liable for and shall indemnify SMRT against all losses and claims for any injury or damage to any property real or personal whatsoever and howsoever arising out of or in consequence of the execution of the works unless due solely to any wilful act or gross negligence on the part of SMRT or of any person whom SMRT is responsible.

In the case of any injury or damage to any property belonging to SMRT or to any statutory or public authority (hereinafter referred to as "such authority") the cost of making good any such injury or damage as aforesaid shall unless the Contractor proves to the satisfaction of SMRT that the same was not due to the negligence, omission or default of the Contractor, his servants or agents or of any sub-contractor, his servants or agents be recoverable by SMRT from the Contractor by payment or by deduction under Clause 8 herein on presentation of an itemized certificate from a responsible officer of SMRT or of such authority as the case may be, specifying the amount payable, the Contractor to be allowed a period of two weeks to make representations why such payment or deduction should not be made and the decision of SMRT after receipt of such representations of the Contractor or after the said period of two weeks without such representations having been received shall be deemed to be the decision of SMRT within the meaning of Clause 45 herein provided:

- 32.2.1 That any money recovered by SMRT hereunder in respect of injury or damage to property belonging to such authority shall be paid over to such authority;
- 32.2.2 That SMRT shall in all cases furnish to or procure for the Contractor such discharge or indemnity as the Contractor shall be entitled to;
- 32.2.3 That if the amount for which the Contractor is liable hereunder has not been ascertained at the time due for payment of any monies due to the Contractor under this Contract (including monies in the Security deposit), SMRT may withhold out of such monies a sum sufficient in the reasonable judgement of SMRT to cover such cost and no more, and SMRT shall settle such cost as soon as possible and refund any excess withheld without undue delay;
- 32.2.4 That nothing herein shall affect any other remedy by action at law or otherwise to which SMRT or such authority may be entitled for the recovery of such cost;
- 32.2.5 Where the property injured or damaged is that of such authority, the Contractor shall not be concerned whether SMRT is at Law liable to such authority for such injury or damage and SMRT shall be deemed to have all necessary authority for the foregoing purpose.
- 32.3 The Contractor shall before commencement of any work under this Contract ensure that there is in force a policy of insurance (refer to Annex A) indemnifying SMRT, the Contractor and his contractors against the aforesaid risks and matters.

33. LIABILITY OF SMRT

33.1 Notwithstanding anything to the contrary herein, SMRT shall in no circumstances be liable to the Contractor for any consequential or indirect loss or damage of any nature whatsoever (including without limitation loss of profits, loss of business, loss of contracts, loss of revenue, loss of anticipated savings or loss of goodwill) arising out of or in connection with the terms of this Contract or any matter whatsoever. Further, in the event that SMRT is held liable for any act, default, event, incident or matter whatsoever (except for liability for personal injury or death), the total aggregate liability of SMRT shall not, in any event, exceed the maximum aggregate of ten per cent (10%) of the value of this Agreement.

34. WORK INJURY COMPENSATION

34.1 The Contractor shall before commencement of any work under this Contract ensure that there is in force a policy of insurance indemnifying SMRT, the Contractor and all his contractors from all liabilities under the Work Injury Compensation Act or any statutory modification or re-enactment thereof and at Common Law (refer to Annex A) and from all costs and expenses incidental or consequential thereto.

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

35. SUB-CONTRACTING

35.1 The Contractor shall not without the written consent of SMRT being first obtained, assign this Contract or sub-contract all or any portion of the Works; provided that such consent shall not be unreasonably withheld to the prejudice of the Contractor. In the event of any portion of the Works being sub-contracted with the written consent of SMRT, the Contractor shall be solely and personally responsible for the due observance by such authorised sub-Contractors of all the terms, stipulations and conditions of this Contract.

35.2 SMRT may, at any time, assign and transfer any or all of its rights, interests, and/or obligations arising out of the Contract by giving written notice thereof to the Contractor. Any such assignment or transfer shall take effect on the date specified in such notice. In the event that SMRT assigns and transfers all its rights, interests, and/or obligations arising of the Contract, SMRT shall be released from all obligations and liabilities arising out of the Contract

36. GIVING OF NOTICES & PAYMENTS OF FEES

36.1 The Contractor shall give all notices and pay all fees required to be given or paid by any Act of Parliament Government Order regulation or Bye-law in relation to the execution of the Works and by the rules or regulations of any local or statutory authorities public bodies or companies whose property or rights may be affected in any way by the Works.

37. SECURITY DEPOSIT

37.1 The Contractor shall within 14 days of receipt of the Letter of Award, deposit with SMRT an amount equal to five percent (5%) of the Contract Sum or other amount separately specified, by way of an insurance bond or banker's guarantee as security for the due performance and observance by the Contractor of all the stipulations, conditions and agreements herein contained. A specimen of the security deposit is herein attached as Annex B to the Conditions of Contract.

37.2 The security given pursuant to this clause whether in the form of an insurance bond or a banker's guarantee as aforesaid shall hereafter be called "the Security Deposit". It is agreed that SMRT may utilize and make payments out of the Security Deposit in accordance with the terms of this Contract.

38. PAYMENT OF SECURITY DEPOSIT

38.1 The Security Deposit or any balance thereof, shall become payable and be paid to the Contractor 14 days after the Defects Liability Period provided herein Clause 12.2 only if and when all faults and damage shall have been amended and made good and only after the Contractor shall have satisfied SMRT by means of either:

38.1.1 A statutory declaration made by or on behalf of the Contractor, a specimen herein attached as Annex C to the Conditions of Contract; or

38.1.2 A certificate signed by or on behalf of the Commissioner of Labour,

to the effect that the workmen who have been employed by the Contractor on the Works including workmen employed by the contractors and by authorized sub-Contractors engaged directly by the Contractor have received all wages due to them in connection with such employment, and that all dues under the Employment Act (Cap. 91) have been paid.

39. TAXES

39.1 Save for any and all withholding tax which shall be taken into account by the Contractor and included as part of any amounts quoted by the Contractor, all the amounts quoted by the Contractor herein are exclusive of goods and services tax or any other taxes that may be applicable to this Agreement or the provision of the services herein. The Contractor shall be liable and responsible for the payment of all withholding tax, goods and services tax and all other taxes, duties, levies and other similar charges (and any related interest and penalties) ("Taxes"), arising out of or in connection with this Agreement, and shall as required by SMRT, pay to or reimburse SMRT or directly pay to any governmental or regulatory authority or any other person entitled thereto, the amount of any and all such Taxes that may be so incurred.

40. COMMENCEMENT OF CONTRACT

40.1 No work on this Contract shall be recommended unless and until the Security Deposit stipulate under Clause 37 herein shall have been deposited with SMRT.

41. EXTENSION OF CONTRACT PERIOD

41.1 SMRT may at its own discretion extend the Contract Period for a further period of six (6) months or less on the same price and on the same terms and conditions. Save as aforesaid, such extension of the Contract Period may be applicable to the whole Works or that part of the Works as specifically identified by SMRT. The Contractor shall henceforth comply with the said extension and any variations or additional terms and conditions SMRT may impose. The Contractor further agrees and accepts to waive all claims for loss expense cost or damages caused by or arising from such extension of the Contract Period.

42. POWER TO TAKE WORKS OUT OF CONTRACTOR HAND

42.1 If the Contractor, after receipt of a written notice from SMRT requiring compliance with such further SMRT's Directives within the time stipulated in the notice, fails to comply with such further notices and/or SMRT's Directives, SMRT may on expiry of the time stipulated in the notice employ and pay other persons to execute any work whatsoever which may be necessary to give effect thereto and all costs and expenses incurred in connection therewith shall be recoverable from the Contractor by SMRT as a debt or may be deducted by him from any monies due or to become due to the

Contractor. Alternatively, the services of the Contractor may at the sole discretion of SMRT be terminated for non-compliance with SMRT's Instructions in which case the remedies available to SMRT under clause 43.3 shall be applicable.

43. TERMINATION OF CONTRACT BY SMRT

43.1 This Contract may be terminated by SMRT giving thirty (30) days' written notice to the Contractor or upon the occurrence of any one of the following events:

43.1.1 Default – If the Contractor shall make default in any of the following respects, namely

- a) without reasonable cause wholly suspends the Works before completion;
- b) fails to proceed with the Works with reasonable diligence;

then if any such default shall continue for seven days after a notice sent by registered post to the Contractor from SMRT specifying the same, SMRT may (without prejudice to any other rights herein contained) thereupon by notice sent by registered post terminate this Contract.

43.1.2 Bankruptcy or Assignment – If the Contractor

- a) commits an act of bankruptcy; or
- b) becomes insolvent or compounds with or makes any assignments for the benefit of his creditors; or
- c) assigns or sub-contracts the Contract any portion thereof without the written permission of SMRT

then, and in any such event, SMRT may without prejudice to any other rights herein contained by a notice sent by registered post terminate this Contract.

43.2 SMRT shall be entitled to terminate this contract with the Contractor and to recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to be or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with SMRT or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with SMRT or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor), or if in relation to this Contract or any other Contract with SMRT the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Penal Code (Cap. 224) of the Prevention of Corruption Act (Cap. 241) 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.

43.3 In any of the above cases the following shall apply, namely:

43.3.1 SMRT may carry out and complete the Works departmentally or employ and pay a contractor or other person or persons to carry out and complete the Works, and all increased costs thereby incurred shall be deducted from any monies due or to become due to the Contractor or shall be recoverable by SMRT as damages;

43.3.2 Until completion of the Works under this clause no payment shall be made to the Contractor under this Contract; provided that, upon completion as aforesaid and the verification within a reasonable time of the accounts therefore, SMRT shall certify the amount expenses properly incurred by SMRT;

43.3.3 In the event of the completion of the Works being undertaken departmentally, allowance shall be made, when ascertaining the amount to be certified as expenses properly incurred by SMRT, for the cost of supervision, interest and depreciation on plant and all other usual overhead charges and profit, as would be incurred were the work carried out by a contractor.

43.4 Notwithstanding anything to the contrary in this Contract, SMRT may, upon giving the Contractor at least 30 days prior written notice, terminate this Contract at any time, without cause and without liability whatsoever to the Contractor."

43.5 This contract may be terminated immediately by SMRT in the event of non-compliance of prevailing WSH Act and Regulations in Singapore, resulting in the injury of workmen and/or damage to the property of the SMRT or others.

44. EFFECT OF WAR, RIOTS, FLOODS, ETC

44.1 If during the performance of this Contract a state of war in which the Government is involved or any state of riot, civil commotion or general strike or any earthquake, flood or tempest arises or exist which has materially affected the fulfilment of this Contract any question respecting the continuance, suspension or determination of this Contract shall be settled by mutual agreement between SMRT and the Contractor or failing such agreement shall be settled as provided in Clause 43 herein.

45. DISPUTES & JURISDICTION

45.1 Provided always that in case any dispute or difference except a dispute or difference as to rates of wages or condition of employment of workmen employed by the Contractor in and for the performance of this Contract including workmen employed by authorized sub-contractors engaged directly by the Contractor, either during the progress or after the determination, abandonment, or breach of the Contract then SMRT shall determine such dispute or difference by a written decision given to the Contractor.

45.2 The said decision shall be final and binding on the parties unless the Contractor within 14 days of the receipt thereof by written notice to SMRT disputes the same, in which case or in case SMRT for 14 days after a written request to him by the Contractor fails to give a decision as aforesaid, such dispute or difference shall be adjudicated in the Courts of Singapore. The Contractor hereby submits to the exclusive jurisdiction of the Courts of Singapore. The construction, validity and performance of this Contract shall be governed in all respects by the laws of Singapore.

46. SET-OFF

46.1 All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by SMRT arising out of or attributable to the Contract or any other contract with the Contractor may be deducted by SMRT from monies due or which may become due to the Contractor under the Contract.

47. NON WAIVER OF RIGHTS

47.1 The failure by SMRT to insist upon strict performance of any part of the Contract, or delay in or failure to exercise any rights or remedies herein, or properly to notify the Contractor in the event of breach, or the payment for any services hereunder shall not be deemed to be a waiver of any right of SMRT to insist upon strict performance hereof or of any rights or remedies, nor shall any termination of the Contract by SMRT operate as a waiver of any of its terms.

48. SEVERANCE

48.1 If any provision of this Contract or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further.

49. AMENDMENTS AND VARIATION

49.1 Any amendment, variation or supplement to this Contract shall require the written consent of each of the Parties.

50. ENTIRE AGREEMENT

50.1 The Contract constitutes the whole and only contract between the Parties relating to the subject matter of the Contract and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto.

50.2 Each Party acknowledges that in entering into the Contract it is not relying upon any representation, warranty, promise or assurance made or given by any party or any other person, whether or not in writing, at any time prior to the execution of the Contract that is not expressly set out herein.

51. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 2001

51.1 Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 2001 and notwithstanding any term of this Contract, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of this Contract.

52. CONFIDENTIALITY

52.1 Except with the consent in writing of SMRT, the Contractor shall not disclose this Contract or any provisions or Schedules thereof or any information issued or furnished by or on behalf of the SMRT in connection therewith to any person, except the Contractor's approved sub-contractors or employees on a need to know basis nor use such information for any other purpose whatsoever. Where such disclosure is necessary, the Contractor shall ensure that the sub-contractor or employee is bound by an obligation similar to that contained in this clause.

53. PROPRIETARY INFORMATION AND RIGHTS

53.1 The Contractor shall provide SMRT with all the source files relating to the Services within two weeks of SMRT's request for the same. SMRT shall have the sole, ultimate and undisputed discretion whether or not to utilise the final artwork (or any part thereof) in respect of the Services. For the purpose of this clause 53,

(a) the source files shall

- (i) include all elements that make up the final artwork – such as the text used, images (photos/illustrations) and raw files of the images before and after digital imaging (if applicable) and
- (ii) include all elements of the Services, whether or not used by SMRT or in the final product by contractor and

(b) the final artwork shall be defined as the version of the product approved by SMRT in writing as the product SMRT deems (in writing) suitable to proceed to production.

53.2 All intellectual property rights of whatever nature relating to any and all the materials produced or developed in connection with or arising in relation to the Contract (such as but not limited to the final artwork and all the source files) shall be solely vested in and deemed to be owned, beneficially and legally by SMRT. The Contractor hereby assigns to SMRT all intellectual property rights used by the Contractor or developed or produced in connection with or arising from this Contract. The Contractor shall not, without the prior written consent of SMRT, use or make use of or attempt to use or disseminate such intellectual property rights otherwise than for the purpose contemplated under this Contract. The Contractor shall promptly disclose to SMRT full details of such intellectual property rights upon discovery or development of the same.

53.3 The Contractor represents, warrants and undertakes to SMRT

- (a) that any and all materials or documents supplied by Contractor in connection with or arising from this Contract do not infringe any intellectual property rights of whatever nature of any third party; and
- (b) the Contractor does not and will not use any intellectual property in respect of which any third party has any right, title or interest without such third party's consent and there are no outstanding claims against the Contractor for infringement of any intellectual property used (or which has been used) by it.

54 INDEMNITY IN RESPECT OF INTELLECTUAL PROPERTY RIGHTS

54.1 For the purposes of this clause, all information (proprietary or otherwise), know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights shall be referred to as ("Intellectual Property Rights")

54.2 The Contractor warrants and represents that in providing of the Services to SMRT that all and any designs, displays, concepts, audio and video representations documents or any other materials or products, conceived, created, originated, designed, developed, supplied or produced by the Contractor, whether or not carrying or containing the name and/or the logos of SMRT, shall not infringe any Intellectual Property Rights of SMRT and/or any third party.

54.3 The Contractor agrees to fully and effectively indemnify SMRT against and keep SMRT harmless from any and all liability, loss, damage, costs and expenses which SMRT or a third party may incur or suffer (including but without limitation to any economic loss, loss of profits, loss of revenue, loss of business, loss of reputation or loss of goodwill) as a result of the Contractor's failure to comply with any term or condition herein or as a result of any dispute or contractual, tortious or other claims or proceedings brought against SMRT by a third party alleging infringement of its Intellectual Property Rights.

54.4 In addition, if SMRT's normal use or possession of any of the Services or any of the deliverables thereunder and/or any matter supplied by the Contractor under this Contract constitutes, or is likely to constitute, an infringement of the Intellectual Property Rights or any other rights of a third party, the Contractor shall promptly at its own expense:

- (a) procure for SMRT the right to continue using and enjoying the Services and or deliverables thereunder and/or any matter supplied by the Contractor under this Contract; or
- (b) modify or replace the Services and or deliverables thereunder and/or any matter supplied by the Contractor under this Contract (without detracting from the overall performance of the Services under this Agreement) so as to avoid the infringement (in which event the Contractor shall compensate SMRT for the amount of any direct loss and/or damage sustained or incurred by SMRT by reason of such modification or replacement); or

- (c) if the Contractor cannot fulfil clauses 54.4(a) and (b) above on reasonable terms, then without prejudice to any other rights of SMRT, the Contractor shall reduce the amount of Services to be provided under this Agreement as directed by SMRT and refund to SMRT the cost of the Services rendered by the Contractor as decided by SMRT.

55 UNDERTAKING BY CONTRACTOR TO NOVATE (For SMRT Trains Ltd's use only)

- 55.1 The Contractor agrees to execute an undertaking in the form set out under Annex D when deemed necessary by SMRT.

AMENDMENTS TO CONTRACT

The Agreement and Conditions of Contract have been amended and agreed between the parties as follows:

[USE WHERE APPLICABLE]

To delete clauses [insert clause numbers and headers]

To delete clause [insert clause number] and replace with new [insert clause number]

INSURANCE SPECIFICATION

- (I) For minor contract works (not exceeding 1,000,000 **AND** 24 months contract period), insurance coverage will be provided for under SMRT’s operational insurance programme.
- (II) For ad-hoc **CONSTRUCTION PROJECT** that satisfy the following conditions:
 - Contract value is below SGD50 million
 - Duration of contract is less than 60 months & DLP within 24 months
 - Scope of works does not entail the construction of bored or driven tunnels, galleries and shafts

Insurance to be provided by the Contractor		1.	<p>Without limiting the obligations or responsibilities under the Conditions of Contract, the Contractor shall at all material times provide, but not limited to, the following insurance, where applicable:</p> <p>Workmen’s Compensation Insurance</p> <p>The Workmen’s Compensation Insurance to be effected by the Contractor shall:-</p> <ul style="list-style-type: none"> (a) provide cover for SMRT in his capacity as “Principal” and the Contractor together with his Sub-Contractors of all tiers for all employees engaged in connection with the Works; (b) be in force throughout the Works including the Defects Liability Period; (c) provide compensation in accordance with the provisions of the Work Injury Compensation Act in Singapore; (d) provide compensation at common law in Singapore subject to a maximum amount in respect of any one occurrence of S\$10million; (e) cover all employees which shall include:- <ul style="list-style-type: none"> i. Contractors’ Employees ii. Employees or labour provided for the Works by Sub-Contractors of any tier iii. Employees of the Employer but only where they are engaged solely for the purpose of managing, supervising, overseeing the Works or similar and based at the Site
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		<p>2. Construction Equipment Insurance</p> <p>The Construction Equipment Insurance to be effected by the Contractor shall:-</p> <p>(a) be maintained throughout the period of use by the Contractor of such Equipment;</p> <p>(b) apply to all Construction Equipment to be utilised on the Site, including but not limited to, unlicensed vehicles, tools, tackle and spares as well as temporary structures, including the contents thereof, such as site huts, offices, camps, stores, workshops and other temporary buildings;</p> <p>(c) provide indemnity based on full replacement value;</p> <p>(d) cover Construction Equipment which belongs to, or is supplied to the Contractor or for which it is responsible or for which it holds itself responsible and which is for use or intended for use in connection with the Works; and</p> <p>(e) be arranged on the usual "All Risks" form of policy coverage.</p>
		<p>3. Motor Vehicle Liability Insurance</p> <p>The Motor Vehicle Liability Insurance to be effected by the Contractor shall:-</p> <p>(a) be arranged so that cover is provided for all mechanically propelled vehicles including any item of Construction equipment which is licensed for road use;</p> <p>(b) respond to third party liability risks including:-</p> <ol style="list-style-type: none"> i. death or injury to any person (including passengers) with the Limit of Indemnity to be unlimited in amount in respect of any one occurrence; and ii. loss of or damage to property with the Limit of Indemnity to apply to any one occurrence iii. be effected with an insurer registered and licensed in Singapore.

		<p>4. Professional Liability Insurance</p> <p>The Professional Liability Insurance to be effected by the Contractor shall:-</p> <ul style="list-style-type: none"> (a) name the Contractor and/or all design consultants as insured(s) under the policy; (b) indemnify the insured in respect of their legal liability for claims made against them during the period of insurance for any negligent act, error or omission in the conduct and execution of their professional activities and duties; (c) be effected and maintained on an annually renewable basis or on a project specific basis for the period commencing no later than the date of commencement of any work under this Contract until 6 years from the Date of Substantial Completion; (d) provide a Limit of Indemnity of not less than S\$ 10,000,000 in respect of any one claim and in the aggregate during the Period of Insurance; (e) be allowed a deductibles of not exceeding 20% of policy limit in respect of each and every claim or such higher amount as may be agreed; (f) extend to cover a Territorial Limits of Worldwide excluding USA, Canada and Australia
		<p>5. Products/Completed Operations Insurance</p> <p>The Products/Completed Operations Insurance to be effected by the Contractor shall:-</p> <ul style="list-style-type: none"> (a) be maintained throughout the period of Works (b) provide a Limit of Indemnity of not less than S\$ 10,000,000 in respect of any one claim and in the aggregate during the Period of Insurance; (c) extend to cover a Territorial Limits of Worldwide excluding USA, Canada and Australia (d) include a cross liability clause

<p>Contractor's Insurance General Provisions</p>		<p>1. 2. 3. 4.</p>	<p>Each insurance policy required herein shall contain a provision that the cover afforded under the policy will not be cancelled or decreased unless SMRT has been given at least thirty (30) calendar days prior written notice from Insurers by registered mail and any insurance certificates shall so state.</p> <p>SMRT will require evidence from the Contractor that he has made adequate insurance arrangements at his own cost in accordance with the Contract and this Insurance Specification. The Contractor shall upon request furnish SMRT with certified true copies in English of any policy including alterations, endorsements and all premium billings including renewals, or at the SMRT's sole option, detailed certificates of insurance signed by an authorised insurers' representative, giving evidence of the existence of such insurance.</p> <p>The above mentioned insurance shall name SMRT as an additional insured with respect to claims arising out of the operations of the Contractor under this Contract.</p> <p>The above mentioned insurance shall include a waiver of subrogation rights against SMRT</p>
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<p>Insurance to be provided by SMRT</p>		<p>Without limiting the obligations or responsibilities under the Conditions of Contract, SMRT shall provide and maintain the following insurances:</p> <p>1. Construction All Risk Insurance</p> <p>The followings are to be noted:</p> <p>(a) Cover shall be arranged:</p> <ul style="list-style-type: none"> i. In the joint names of SMRT, the Contractor and all Sub-Contractors of any tier for their respective rights and interests; ii. Extend to suppliers or other engaged to provide goods and services in connection with the Works for their site activities only; <p>(b) Insurance shall be provided for the Works of not less than the Contract Sum</p> <p>(c) Cover will apply on site and elsewhere in Singapore if materials are in transit by road, rail or inland waterway or held in storage and not otherwise insured.</p> <p>(d) Cover excludes Contractor's Equipment, mechanically propelled vehicles and other tools, tackle or temporary buildings and their contents.</p> <p>(e) Coverage shall be arranged for all loss or damage to the Works and all unfixed materials and goods delivered on the Site or incorporated into the Works on an "All Risks" basis subject to standard policy exclusions.</p> <p>(f) Cover shall be in force throughout the Works including the Defects Liability Period. Cover during the following Defects Liability Period is limited to damage caused by the Contractor in carrying out his obligations or for loss or damage arising from a cause occurring on the Site prior to completion or taking over.</p> <p>(g) Deductibles:</p> <ul style="list-style-type: none"> i. S\$50,000 for loss or damage as a consequence of defective design, materials and workmanship, testing and commissioning ii. S\$25,000 in respect of all other loss or damage <p>2. Third Party Liability Insurance</p> <p>The followings are to be noted:</p> <p>(a) Cover shall be arranged:</p> <ul style="list-style-type: none"> i. In the joint names SMRT, the Contractor and all Sub-Contractors of any tier for their respective rights and interests; ii. Extend to suppliers or other engaged to provide goods and services in connection with the Works for their site activities only;
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			<p>(b) An appropriate Cross Liability Clause shall have been included incorporating a waiver of subrogation.</p> <p>(c) Cover shall be effected for not less than S\$10 million for any one occurrence.</p> <p>(d) Coverage in the Policy shall be arranged for:</p> <ul style="list-style-type: none"> i. loss or damage to third party property damage arising from the execution of the Works and shall include provision for vibration, weakening or removal of support arising out of or in the course of the carrying out of the Works ii. for death, bodily or personal injury suffered by third parties which shall be unlimited. <p>(e) Cover shall be in force throughout the Works including the Defects Liability Period.</p> <p>(f) Deductibles:</p> <ul style="list-style-type: none"> i. S\$10,000 in respect of loss or damage to property; ii. Nil in respect of bodily injury
<p>SMRT'S Insurance General Provisions</p>		<p>1.</p> <p>2.</p>	<p>SMRT does not warrant that the insurances to be procured and maintained pursuant to this Clause cover to the full extent the exposure and responsibilities assumed by the Contractor under this Contract. The Contractor shall procure and maintain, at its sole cost and expense, such additional insurance cover, as it considers necessary for the protection of its interests;</p> <p>The Contractor shall be responsible for the deductibles stated in the policies</p>

(III) For minor services contract works (exceeding \$1,000,000 & 24 months contract period), insurance specification as follows:

Insurance to be provided by the Contractor

- (i) Without limiting the obligations or responsibilities under the Conditions of Contract, the Contractor shall at all material times provide, but not limited to, the following insurance:
 - (a) For liabilities to third parties including damage to SMRT/LTA properties at a minimum indemnity limit of S\$1,000,000 any one occurrence/unlimited for the duration of the Works.
 - (b) For liability to workmen or employees of the Contractor under the Singapore Work Injury Compensation Act at Common Law.
 - (c) The insurance procured under this clause shall name SMRT as an additional insured and include a cross liability clause and waiver of right of subrogation clause in favour of SMRT.

Other Insurances

The Contractor shall have the right to provide for his own account or that of his contractor, authorized sub-Contractor, supplier, vendor or similar party such other forms of insurance, additional limits of liability and the like as he may deem necessary.

**SECURITY DEPOSIT
(SPECIMEN FORM)**

THIS DEED is made the _____ day of _____ 200 _____ between _____ (Name of Bank) of _____ (Address) (hereinafter referred to as "the Bank" *) of the one part and SMRT _____ of _____ (Address) (hereinafter referred to as "SMRT") of the second part.

WHEREAS:

- (1) _____ (Name of Contractor) of _____ (Address) (hereinafter referred to as "the Contractor") has entered into a Contract with SMRT under Contract No _____ for the _____ (Description of works) for the total contract price of _____ Singapore Dollars _____ (S\$ _____) (hereinafter referred to as "the Contract").
- (2) The Contractor is required by Clause 37 of the Conditions of Contract to provide SMRT a Security Deposit in a sum of _____ duly executed by a bank or insurance company approved in writing by SMRT, which Security Deposit shall be held by SMRT as security for and until the performance and completion by the Contractor of all the Conditions of the Contract in all respects.
- (3) The Bank* has agreed to enter into this Deed to satisfy the Contractor's obligations as required by the Contract.

NOW THIS DEED WITNESSTH as follows:

1. The Bank* hereby unconditionally undertakes and covenants to pay on demand any sum or sums which may from time to time be demanded in writing by SMRT up to a maximum aggregate sum of Singapore dollars _____ (S\$ _____) to be held by SMRT as security for and until the performance and completion by the Contractor of all the conditions of the Contract in all respects.
2. Payment of the aforesaid sum or any part thereof shall be made forthwith by the Bank* upon receipt of a written demand made by SMRT.
3. The liability of the Bank* under this Deed shall not be discharge or impaired by reason of any modification(s) or variation(s) (with or without the knowledge or consent of the Bank*) in any of the stipulations or provisions of the Contract or the works, acts or things to be executed performed or done under the Contract or by reason of any breach or breaches of the Contract by the Contractor or by reason of any forbearance whether as to time, payment, performance or any other matter accorded by SMRT to the Contractor.
4. The Bank's liability under this Deed shall be effective from _____ until _____ (hereinafter called the expiry date) which is inclusive of 12 months defects liability period.
5. The Deed is conditional upon a claim being made by SMRT by notice in writing to us and a claim hereunder must be made before the expiry of this Deed. Any claim made shall be payable immediately.
6. SMRT may make more than one claim on this Deed so long as the claims are made before the expiry date of this Deed and the total claims do not exceed the security deposit.

STATUTORY DECLARATION

I, _____ [Name & Designation]
_____ [NRIC/Passport No.], acting in my capacity as the Authorised Representative
of _____ [Company Name] with its Registered Address at
_____ [insert address]

do solemnly and sincerely declare that :-

1. all workmen employed by [Company Name] for the works under Contract Reference [insert contract ref no] (the Works) have received all wages due to them in connection with such employment, and that all dues under the Employment Act (Cap. 91) have been paid; and
2. all workmen employed by [Company Name]'s authorized sub-contractors for the Works have received all wages due to them in connection with such employment, and that all dues under the Employment Act (Cap. 91) have been paid.

AND I make this solemn declaration by virtue of the provisions of the Oaths and Declarations Act 2000 (the Act), and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statements contained in this declaration to be true in every particular.

Signature of Declarant

Declared before me at Singapore)
By [name])
This day of)

Commissioner for Oaths

Annex D to Conditions of Contract

UNDERTAKING FROM KEY CONTRACTORS

This UNDERTAKING is dated <xxx>.

We, <insert name and address of Contractor> hereby declare to and for the benefit of the Land Transport Authority of Singapore, whose address is at 1 Hampshire Road, Singapore 219428, and its successors in office (“the Authority”), as follows:

1. We understand that by virtue of a licence issued by the Authority to SMRT Trains Ltd (the “Operator”) on 1 October 2016 (the “Licence”), the Operator has been licensed to operate the rapid transit system known as the Licensed Systems.
2. By virtue of a contract entered between the Operator and ourselves dated <XX> (the “Contract”), we have been engaged by the Operator to <insert description of subject matter of relevant contract>.
3. Our attention has been drawn to the fact that under the Licence, the Authority is entitled to require the novation of the Contract to the Authority or a replacement operator licensed by the Authority upon cancellation or expiry of the Licence.
4. We confirm that we are agreeable to novate the Contract to the Authority or such replacement operator in accordance with Section 3 above, and that the provision set out in the Appendix hereto has been duly and properly incorporated into the Contract.
5. We undertake to co-operate fully with the Authority or the replacement operator to achieve a smooth transition in the event of such novation.

IN WITNES WHEREOF, this undertaking has been executed for and on behalf of the company named below by its duly authorized representative:

Signed for and on behalf of

(the Contractor>

By

Name:

Title:

In the presence of

Name:

Title:

(The signatory should be the Chief Executive Officer, Managing Director or equivalent in the Key Contractor)

APPENDIX TO ANNEX D

<**THE CONTRACTOR**> acknowledges and agrees that this Contract may be novated to such person or entity as SMRT Trains Ltd shall direct (the "Replacement Operator").

<The Contractor> shall, in the event of such novation:

- (a) Undertake to perform any and all of its obligations under this Contract and to be bound by the terms and conditions of this Contract in every way as if the Replacement Operator were and had been from the inception, a party to this Contract in lieu of SMRT Trains Ltd; and
- (b) Release and discharge SMRT Trains Ltd from any and all obligations and liabilities owed to the <Contractor> under this Contract, and shall accept the liability of the Replacement Operator in lieu of the liability of SMRT Trains Ltd.