SBI
STATE BANK OF INDIA

REQUEST FOR PROPOSAL

For

Site

State Bank of India

at

130 JURONG GATEWAY ROAD #01-233, SINGAPORE 600130

Note No. SBIS/O&S: 2025-26-50

Date: 25 November 2025
Revision: 01
Prepared by: State Bank of India, 130 Jurong Gateway Road #01-233, Singapore 600130

LIST OF DOCUMENTS

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Notes:

This request for proposal is not an offer that is capable of being accepted. Legally binding obligations do not arise between the parties until the parties have entered into definitive, formal and written contracts relating to the transactions contemplated in this request for proposal. The Bidder alone is responsible and shall pay for all its own costs and expenses arising out of or in connection with this request for proposal.

Company – State Bank of India (known herein **"SBI" or "Company"**)

Design and Build Contractor: (known herein "**Bidder**", "**Tenderer**" or "**Contractor**")

01. Introduction

State Bank of India is an Indian multinational, public sector banking and financial services statutory body headquartered in Mumbai. SBI Singapore is a QFB (qualified full bank) serving both Corporate and Individual Customers.

This is a Request for Proposal (RFP) for some improvement works at level 2 Server room at State Bank of India, Jurong East branch located at 130 Jurong Gateway Road #01-233, Singapore 600130.

Tenderers are to comply with the requirements as specified in this RFP.

02 General Description of Project

The scope of works for the Bidder (the company responding to this RFP) includes:

INSTALLATION OF NN100 FIRE SUPPRESSION SYSTEM & SUBMISSION FOR FIRE SAFETY CERTIFICATE AT JURONG EAST BRANCH.

2.1 Appoint a Certified Professional Engineer of M&E to design for Install Fire Suppression system NN100 and related Fire Safety related work at level 2 Server room and apply for getting Fire Safety Certificate with FSSB which is mandatory requirement at Jurong East Branch as following works;

(a) Professional Engineer / Qualified Persons (PE/QP) to carry out feasibility study of overall layout for the proposed improvement works to carry out.
(b) To provide site survey to check and advise on the Fire Safety and Shelter Department in Singapore (FSSD) regulations to comply with.
(c) Preparation of the required plans with PE/QP endorsements and encryption for submission to SCDF to obtain building plan/ floor plan NOAs (notice of approval).
(d) Appointment of Architect/M&E Registered Inspectors (RI) to carry out inspections for the unit to ensure that the completed Addition and Alteration (A&A) works are in compliance.
(e) RIs to issue certificate of supervision (form 1) for Qualified Person (QP)'s FSC (fire safety certificate) application for installation of fire suppression system and building work.
(f) To apply for Permit to Work to Housing Development Board (HDB) with required documents.
(g) To submit work completion documents to HDB upon work completion.

2.2 To supply labour, tools and materials to Install NN100 of Fire Suppression System with required smoke detectors as following job scope:

(a) To Install fire alarm panel
(b) To Install 1lot of electric actuator,
(c) To Install 1lot of manual actuator,
(d) To Install 1lot of galvanised steel discharge nozzle c/w orifice plate
(e) To Install 1lot of discharge pressure switch,
(f) To Install 1lot of cylinder low-pressure switch including.
(g) To Install1lot of SCH 40 pipes and 300 lbs fittings for NN100 gas discharge pipe network.
(h) To Install 1 lot of photoelectric smoke detectors, warning alarm bell, siren, strobe light, evacuate warning signage, gas discharge warning signage, manual release station and manual abort station
(i) To supply labour, tools and materials to install necessary control/monitor wiring from the control panel of NN100 fire alarm system panel to the branch fire alarm panel and to apply for Decame alarm monitoring.

(j) Testing and Commissioning.

Upon awarded the job, the contractor to provide Risk Assessment, workers particulars with full name, last 4 characters as per NRIC/FIN and project plan and work schedule.

03 Conditions of tender

3.1 Tender submission & clarifications

Commercial Bid

Tenderers are requested to submit 1set of tender document NON-WINDOW envelopes containing "**Commercial Bid**". The inner envelopes shall be addressed to State Bank of India, Operations & Services/Premises Department, 80 Robinson Road # 27-01, Singapore 068898. No email submission would be accepted for evaluation. The sealed envelopes to be dropped in the tender box, which will be placed at, level 27, reception area on or before **16 Dec 2025** by 3.00 pm. The sealed envelope must be titled as:

"INSTALLATION OF NN100 FIRE SUPPRESSION SYSTEM & SUBMISSION FOR FIRE SAFETY CERTIFICATE AT JURONG EAST BRANCH"

ATTENTION: Mr Ashish Patni (COO) and Mr Sethu Thirupathy (Manager Premises)

SBI shall review the Bidder's tender and a Tender Clarification meeting will be scheduled for shortlisted Bidders.

Tenderers will be notified of their time slot 03 working days before the Tender Clarification meeting.

Any enquiries regarding this tender shall be addressed by writing via email to sbistender@sbising.com by **15 Dec 2025 at 3pm** with email subject of "**enquiry for installation of NN100 fire suppression system".**

The bidding document/details may be obtained from the Bank as under or may be downloaded from Bank's Website Procurement - SBI - Singapore (sg.statebank) and the bid should be submitted to the office of: State Bank of India, Operations & Services/Premises Department, 80 Robinson Road # 27-01, Singapore 068898.

Please note that all the desired information needs to be provided. Incomplete information and/or Unsigned Unstamped proposals may lead to non-consideration of the Quote/bid.

Bank reserves the right to change at any time, the dates mentioned in this RFP document, which will be communicated to the bidders through our website only.

The information provided by the bidders in response to this RFP document will become the property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders through our website only and such amendments if any will be binding on them.

Quotes received before or after the aforesaid date and time will not be entertained for evaluation and shortlisting. Unsigned / Incomplete Quote, Unstamped Quote and those which are not signed by authorized signatory will not be entertained for evaluation and shortlisting.

All further communication and clarification to be sought ONLY through email to sbistender@sbising.com. Successful vendor will be notified upon obtained approval from SBI management within 30 working days.

3.2 Technical Bid

The Technical Bid, the Bidders'/Tenderers are required to submit their Technical Bid" to sbistender@sbising.com by email on or before **15 Dec 2025 at 3pm** with email subject of email subject of **"enquiry for installation of NN100 fire suppression system"**, if fail to submit the Technical Bid and or fail to submit all the required documents as requested below by the time line, we will treat your tender participation as unsuccessful and will not update you about the tender's outcome.

Vendors interested for submitting quote should meet following criteria and to submit following documents for our review, if the vendor(s) fail to submit the following documents will be considered as disqualified vendor(s):

- To Submit past Fire Protection system installation project experience to be in the commercial offices building/bank office for more than 5 years in Singapore and to submit the following documents;

- To submit past 3 years' financial statement.

- Copy of Contractor's Latest ACRA profile.

- Contractor's Management and Service Organizational chart

- Copy of Contractor's current project(s) and past 5 years projects of Installation Fire Protection system.

03 CONDITIONS OF TENDER (cont'd)

- Copy of Contractor's Bizsafe certificate(s)

1.1 FORM OF TENDER

Tenderers shall use the Form of Tender attached hereto.

1.2 VALIDITY

Tenders shall remain valid for acceptance for ninety (90) Days from the final date of submission of tenders (notwithstanding any offers and counter offers thereafter) and no Tenderer will be allowed to withdraw his Tender within that period.

Should the Tender validity period lapse without Tenderers being notified of the results of the Tender, the Tenderer may, within a period of ten (9) days from the date of expiry of the

said period, given written notice to SBI that his Tender is withdrawn.

1.3 TENDER PRICES

Tenderers shall submit firm lump sum prices for the items Of work described in these documents. Any exclusions should be clearly nominated and an estimate of cost should be stated.

Any applicable customs duties, sales tax or GST shall be shown separately on the Form of Tender.

Provisions for premium time, overtime hours and total assessed man hours are to be included in the form of tender to assist in the assessment of tenders only and shall not take precedence over the tendered lump sum price.

1.4 SCHEDULE OF WORK

Tenders shall be based on the schedule for the Work as Listed in the Works Contract.

1.5 PREMIUM TIME WORK

The Tenderer shall allow in its tender for all costs of Over-time work necessary to comply with the construction Schedules and completion requirements.

1.6 ADDENDA

Tenderers may, during the tendering period, be advised By addenda of required additions to, deletions from, or alterations in the requirements of the tender documents. All such changes shall become an integral part of the tender documents and shall be considered in arriving at the tender price.

1.7 FORM OF AGREEMENT

The successful Tenderer will be required to enter into a Contract with the Company and the Form of Contract to be Used shall be the one included in these documents.

1.8 ADDITIONAL INFORMATION

The Tenderer shall submit with its tender the following Additional information.

a. A list of names and addresses of any Sub-Contractors which it proposes to employ on the Work and indicating that section of the Work for which each Sub-Contractor is proposed.

b. A list of construction plan which it proposes to use on the Work, together with an hourly, and Daily rental rate (including operator) for such plant, if applicable.

c. A list of employee trade disciplines to be employed on the site and hourly rates for each discipline.

(The rates submitted for b. and c. above shall apply only for extra work required by the Company).

d. A list of alternatives which it proposes for consideration in the Work.

The Company reserves the right to reject any or all tenders. The lowest tender will not necessarily be accepted. Tenders	1.9	ACCEPTANCE OF TENDERS

Which are incomplete, conditional or contain any irregularities of any kind, or which are received after tender closing date may be rejected.

Tenderers shall inspect site and acquaint themselves With the site conditions and become conversant with all Conditions and factors likely to affect the time or carrying out of the Contract Works.	1.10	INSPECTION OF SITE

The site address is:

Jurong East branch, 130 Jurong Gate Way Road # 01-233 S (600130)

Offers from Tenderers who have not visited the site will not be considered.

Upon submission of bids Tenderers shall be deemed to have made any investigations and satisfied themselves with requirements of the sites or Landlord. No further changes to submission will be allowed due to requirements of sites or Landlord.

All inspections shall be arranged only through SBI's representative

No allowance shall be made for the BIDDER'S lack of site, facility or other knowledge or understanding.

Where an act or ordinance of Singapore requires that a Bidder (as defined by the act or ordinance) is registered or licensed to carry out the Product and Services described in The Tender, the Tenderer must state in the Form of Tender, its registration or licence number.	1.13	LICENCE

The Company may refuse to consider any Tender submitted which fails to provide any necessary registration or licence numbers.

The Contractor shall submit, before commencement of work	1.14	INSURANCE

Certified copies of its insurance policies with respect to the following:

(a) Public Liability Insurance to cover Third Parties, Consultants, the Company's staff, other contractors and the general public.

(b) Contractor's All Risks Insurance to cover contract works, and scope within the Fitting-out of the premises.

(c) Individual Sub-Contractor's compensation insurance

The tenderer is to provide copies and details of the relevant insurances and confirm the Coverage and limit of liabilities.

The Tenderer shall state in the Form of Tender (or other Location as noted in the Form of Tender) for the names and Qualifications of all of its personnel who are intended to act As key personnel in the provision of the Product and Services Including Construction Manager, Interior Fit-out Coordinator and M&E Coordinator. **Tenderer shall attach CV's for all personnel.**	1.15	KEY PERSONNEL
The Tenderer shall submit a **detailed programme for Completion of the works**, including all relevant subcontractor, government approvals and supplier's activities (as applicable).	1.16	PROGRAMME
Tenderers and their officers, employees, agents and Advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Tenderer or any other person in relation to the preparation or lodgement of their Tender.	1.17	COLLUSION
The Bidder shall be responsible to secure all business Licenses and permits and comply with all applicable laws, ordinances and regulations and carry out all necessary submissions and ensure the conditions of contract with respective vendors and sub-contractor's require full compliance. Bidder shall be responsible to obtain any and all permits, inspections and approvals required by Singapore law including but not limited to SCDF, PE, QP, BCA etc. All costs and time required is to be included within the Bidder's proposal prior to the Company's occupation of the new premise.	1.18	APPROVALS

All Bidder works produced must be checked and Reviewed for contractual compliance. The reviews allow a check on progress, functional adequacy, conformity to criteria and the Bidder understands of the Project and suitability of the design to fulfil the needs of the customer. The Company does not provide a technical checking service. The Bidder is responsible for detailed reviews, back checking, and coordination of all work and for the technical adequacy of the design. The Bidder shall ensure that the Project design fully conforms to Singapore codes and regulations in effect and Any and all particular additional requirements specified by the Company including but not limited to Company Specifications and Company's Risk Management Criteria.	1.19	COMPLIANCE
Bidder is to obtain all as-built drawings (including Architectural, structural and services drawings) from the Building manager for coordination of their design.	1.20	EXISTING DRAWINGS
The successful Bidder shall take all reasonable and proper safety precautions in view of COVID-19 safe distancing measures as required by local authorities (and) to prevent death or injury to any person or damage to any property in or near the Site and in particular all equipment used by the Bidder shall be used in such a manner and maintained and stored so as to prevent unauthorised use thereof and to minimise the danger of accident, death, injury, loss of damage arising from the use of such equipment. In addition to relevant statutory requirements, standards and other provisions of this Contract, the Bidder must: a. Ensure that the Bidder's personnel are conversant with and comply with all relevant occupational health and safety legislation; b. Immediately remove from the Site materials which, in the Company's opinion, could constitute a health hazard or which are defective or inadequate for that part of the Services for which they are required; c. Ensure that all electrical equipment, materials, extension cords, fittings and the like provided for the Product and Services comply with the requirements of all Relevant Authorities; d. Take all reasonable precautions against damage to glass and ceramic tiles;	1.21	EH&S

e. Take all reasonable precautions against fire, production of smoke or the "off gassing" of any noxious substance;

Inspect the first aid facilities provided and maintain them with other facilities necessary for the proper and safe provision of the Products and Services;

f. Ensure that the Bidder's personnel comply with all safety procedures, building rules and requirements which apply to the Site;

g. Remedy any failure to comply with a safety procedure or requirement applying to the Site on notice from SBI, and provide notice to SBI of any unsafe or non-compliant equipment or process;

h. Ensure that the Bidder's personnel are adequately trained and instructed in the safe and correct usage, handling and operation of materials relevant to the Product and

i. Services and provide reasonable proof of such to SBI on request;

j. Ensure that the Bidder's personnel and subcontractors are adequately trained and instructed in emergency and evacuation procedures pertaining to the Site; and

k. Ensure the Bidder's personnel are certified as having completed occupational health and safety training.

l. Ensure sufficient warning signage & protection to common access be put up for the awareness of the public.

m. All relevant safe distancing measures as required by local authorities

EH&S is entirely the responsibility of the Bidder regardless of any review, comment, instruction or order from SBI. Failure to meet satisfactory EH&S in the eyes of SBI may result in a fine (enforced and determined by SBI for use in improving site safety) or ejection from site of Bidder's personnel. Consequences shall be entirely the Bidder's responsibility.

1.22 MATERIALS & WORKMANSHIP

The Bidder warrants to the Company that all Material, workmanship and methods used by the Contractor, as a minimum, will:

a. Comply with the requirements of the Conditions;

b. Comply with all Laws and standards imposed by any Relevant Authorities; and

c. Comply with SBI approved samples, mock-ups or requirements (defined or otherwise).

1.23 SUCCESSFUL BIDDER'S OBLIGATIONS

The BIDDER shall:

a. Provide adequately supervised employees as required by the Laws of the jurisdiction in which the Site is located to carry out the Services;

b. Execute, perform and provide the Product and Services in every respect to the reasonable satisfaction of SBI and in conformity with all reasonable directions and requirements of SBI;

c. Ensure appropriately qualified and experienced persons, who shall be properly supervised or directed by the Bidder, carry out the Services;

d. Make good any damage to the Site or any part thereof caused by any act or omission of the Bidder; in the opinion of SBI;

e. Comply with the provisions of all awards or industrial agreements in relation to wages and conditions of its personnel engaged in the performance of the Services;

f. Obey all rules and instructions in force within the Site (including any non-smoking policy, the reporting of any suspicious packages to SBI etc);

g. Comply with the provisions of the Laws that relate to occupational health and safety within the Site and any other relevant regulations and ensure correct procedures are adhered to at all times;

h. Ensure the Company's liability under any Law is not increased or triggered by the performance of the Services;

i. Immediately notify SBI in writing of all matters affecting its responsibility;

j. Perform any changed Services as notified by SBI (including additions, omissions or reductions) provided that the Service Fees for the remainder of the Term under this

Agreement shall be modified by negotiation in accordance with the General Conditions;

k. Obtain SBI's approval for any Services to be undertaken outside the usual scheduled times for provision of the Services;

l. Provide evidence of qualifications and job history of the Contractor's personnel if required by SBI;

m. Ensure that any lost or unclaimed property found by the Contractor is passed to the SBI at the first practicable opportunity;

n. Ensure that all public enquiries that do not apply to the Product and Services are directed to SBI; and

o. At the direction of SBI, remove from the Site any of the Contractor's personnel who misconduct themselves or are incompetent or negligent in performing their duties or whom SBI considers are undesirable to perform the Services.

1.24 OCCUPATIONAL H&S & DAMAGE TO PROPERTY

The Bidder shall be liable for, and shall indemnify the Company against any expenses, liability, loss or claim or proceedings whatsoever arising under any statute or at common law in respect of the following:

Personal injury or death of any person or persons whomsoever, arising out of the course of or caused by the carrying out of the Contract;

a. Any injury or damage whatsoever to any property, real or personal, in so far as such injury or damage arises out of or in the course of or by reason of the carrying out the Contract; and provided always that the same is due to any

b. Negligence, omission or default of the Contract and/or his servant and/or agents.

1.25 INDEMNITY

The Bidder undertakes to duly insure all

Workers engaged in the performance of the Product and Services herein against any liability and further undertakes to indemnify and keep the Company indemnified against any and all loss, damage or liability (whether criminal or civil) suffered, together with legal costs on a full indemnity basis, as a result

of the breach of this Agreement by the BIDDER including:

a. Any act of neglect or default of the Bidder's employees or agents;

b. Any breach in respect of any matter arising from the non-performance of the services resulting in any successful claim by any third party;

c. Any breach of its undertaking or agreement by the Contractor.

The indemnities given by the Contractor under this clause shall not be defeated or reduced because of any omission of the Company in failing to supervise or control the Contractor's servicing or, methods of working, or to detect or prevent or remedy or mitigate defective works, or to ensure proper performance of any obligation of the Contractor.

04 General Requirements

1. SITE FACILITIES

The Contractor may use the site ablution facilities.
The provision and maintenance of all other facilities required by the Contractor, including messing and change facilities, first aid, secure storage etc. shall be the responsibility of the Contractor.

2. PROTECTION

Lift cars shall be protected against damage by installing Drapes or timber panelling on walls and timber sheeting over floors. The lift door frames shall also be protected against damage by boxing in or applied padding with suitable materials. Protection of the lift cars and door frames must be removed and the lift car cleaned after each usage.

Areas with hard floor finishes shall be covered with plastic and suitable matting to prevent damage.

Carpet and other floor finishes shall be protected by commercial quality plastic sheeting, securely fixed and taped along perimeter skirtings and at all joints. The plastic sheeting shall be applied prior to materials being loaded to the floor and shall be continually monitored during the works.

Any damage to the building, or its finishes and services, during the course of the works, shall be rectified by the Building Owner at the Contractor's cost.

The Contractor shall adequately protect, or ensure that it is protected, all work and materials and shall make good, or arrange for making good, all damage done to such work and

Materials until the taking over of the works by the Company. In all cases protection shall be applied or provided as soon as a service is finished and/or materials arrive on site.

3. PARKING

Contractor to make arrangement for onsite parking and Loading.

4. CONSTRUCTION SAFETY

The Contractor shall comply with all authority and statutory Requirements and shall observe the requirements of The Company. The Contractor shall make the worksite safe and maintain it in a safe manner during and outside working hours.

The Contractor shall ensure that all persons working on the Site in occupations requiring certificates issued by statutory Authorities, possess such certificates. The Contractor shall ensure that all personnel working on the site are equipped with, and do wear, all safety clothing and equipment required by safety rules and regulations and/or appropriate by common sense rules.

Consistent with electrical regulations, all leads and electrical powered equipment shall be inspected and tagged, prior to commencing on site, and at monthly intervals, at the Contractor's expense.

The Contractor shall not touch, alter, or in any way interfere with any other contractor's work, or service, without reference to and approval from the relevant other Contractor.

5. FIRST AID

The Contractor shall provide a fully maintained First Aid box At all areas of work, or other facilities in accordance with statutory requirements.

6. FIRE PROTECTION

The Contractor shall provide, pay for and be responsible for The placement, operation and maintenance of portable fire extinguishing equipment in its storage areas and at every work area where a danger of fire may exist.

7. HOURS OF WORK

Subject to award requirements and/or employment Agreements the standard ordinary hours of work on site will Be from 10.00 am to 5:00 pm on a Five days per week basis (Mon to Fri).

8. OVERTIME

It is recognised that, in order to meet the schedule Requirements of the contract, a certain amount of overtime may have to be worked.

9. TEMPORARY STRUCTURES

The Contractor shall be solely responsible for the design, Supply and construction, including approvals, of any Temporary works required for construction of the Work Described in these documents, including shoring, hoardings, scaffolding, false work and formwork.

10. SET OUT

The Contractor shall be responsible for the true and proper Setting out of the Work, including all intermediate lines, profiles, pegs and levels etc. necessary for the work and shall be responsible for their preservation and maintenance in their true position.

11. CLEANING

The Contractor shall be responsible for the day to day Cleanliness of its work site and the removal from site of all its rubbish. Failure to observe this requirement will result in the Company arranging for the work site to be cleaned by others and the cost of such cleaning will be charged to the Contractor.

12. SUPERVISION

The Contractor shall ensure adequate and competent Supervision of the contract works at all times.

FORM OF TENDER

For

INSTALLATION OF NN100 FIRE SUPPRESSION SYSTEM & SUBMISSION FOR FIRE SAFETY CERTIFICATE AT JURONG EAST BRANCH.

State Bank of India

At

State Bank of India, 130 Jurong Gateway Road #01-233, Singapore 600130

Tender by .....

Company duly incorporated under the law of .....

Having its Head Office at: .....

.....

.....

.....

Hereinafter called the "Tenderer" or "Bidder".

To: State Bank of India
130 Jurong Gateway Road #01-233, Singapore 600130

ATT: Mr Ashish Patni and Mr Sethu Thirupathy

Tenderers shall use the Form of Tender attached hereto.

This tender is made by the Tenderer without any Connection, knowledge, comparison of figures or arrangement with any other person or persons making a tender for the same Work, and is in all respect fair and without collusion or fraud.	1	FAIR PRACTICE
The Tenderer agrees that this tender is to continue open to Acceptance and irrevocable until 90 days after the day set for opening of tenders, whether any other tender has previously been accepted or not.	2	ACCEPTANCE OF TENDER
The Tenderer agrees that if this tender is accepted, it shall Execute the Form of Contract in the form attached hereto.	3	AGREEMENT
The Tenderer acknowledges receipt of the following	4	ADDENDA

Listed addenda which have been considered in determining the tender price.

ADDENDA	DATE

The Tenderer has included in its tender price the amount of $ ..... for over-time work as required to meet the construction schedule and completion requirements as described in paragraph 1.6 Premium Time Work in the Conditions of Tender. 5 PREMIUM TIME

Total Overtime Hours: .....

The Tenderer hereby tenders to perform all the Work as Described in the specifications and drawings, in accordance with the Terms and Conditions set out in these Contract documents for the lump sum price of: 6 TENDER PRICE

$

Tenderers shall provide a dissection of their tender price in the following areas of the works: 7 TENDER DISSECTION

INSTALLATION OF NN100 FIRE SUPPRESSION SYSTEM & SUBMISSION FOR FIRE SAFETY CERTIFICATE AT JURONG EAST BRANCH.

S/N	ITEM	QTY	Value (SGD)
1	Fees & Preliminaries	1 Lot	$
2	Work Safety/Protection/Cordon off/PPE/RA	1 Lot	$
3	Appoint a Certified Professional Engineer of M&E to design for Install Fire Suppression system NN100 and related Fire Safety related work at level 2 Server room and apply for getting Fire Safety Certificate with FSSB which is mandatory requirement at Jurong East Branch as following works; a. Professional Engineer / Qualified Persons (PE/QP) to carry out feasibility study of overall layout for the proposed improvement works to carry out. b. To provide site survey to check and advise on the Fire Safety and Shelter Department in Singapore (FSSD) regulations to comply with. c. Preparation of the required plans with PE/QP endorsements and encryption for submission to SCDF to obtain building plan/ floor plan NOAs (notice of approval). d. Appointment of Architect/M&E Registered Inspectors (RI) to carry out inspections for the unit to ensure that the completed Addition and Alteration (A&A) works are in compliance. e. RIs to issue certificate of supervision (form 1) for Qualified Person (QP)'s FSC (fire safety certificate) application for installation of fire suppression system and building work. f. To apply for Permit to Work to Housing Development Board (HDB) with required documents. g. To submit work completion documents to HDB upon work completion.	1 Lot	$
4	To supply labour, tools and materials to Install NN100 of Fire Suppression System with required smoke detectors as following job scope: a. To Install fire alarm panel b. To Install 1lot of electric actuator, c. To Install 1lot of manual actuator, d. To Install 1lot of galvanised steel discharge nozzle c/w orifice plate e. To Install 1lot of discharge pressure switch, f. To Install 1lot of cylinder low-pressure switch including. g. To Install1lot of SCH 40 pipes and 300 lbs fittings for NN100 gas discharge pipe network. h. To Install 1 lot of photoelectric smoke detectors, warning alarm bell, siren, strobe light, evacuate warning signage, gas discharge warning signage, manual release station and manual abort station i. To supply labour, tools and materials to install necessary control/monitor wiring from the control panel of NN100 fire alarm system panel to the branch fire alarm panel and to apply for Decame alarm monitoring. j. Testing and Commissioning.	1 Lot	$
	Tender Lump Sum		$
	Taxes (GST)		$
	Tender Total Price		$

TENDER SCHEDULES

A full breakdown of the Bidder's costs should be provided, including unit, quantity, rates and amount. Tenderers need to provide detail description on building materials and fitting. Alternative materials or fitting can be proposed as optional items. Rates to be exclusive of taxes.

The submitted unit rates will be applicable for variations work. Rates to be exclusive of taxes.	8	RATES FOR VARIATION
Tenderers shall provide a Detailed Project Program	9	TENDER PROGRAM
Tenderers shall nominate all key personnel	10	KEY PERSONNEL

TENDER SCHEDULES

Tenderers Signature: .....

Name: .....

Witness Signature: .....

Name: .....

Date: .....

AGREEMENT

THIS AGREEMENT ("**Agreement**") is entered into and made effective on _____ by and between:-

1. **State Bank of India** (Business Registration Number S77FC2670D), a company organised and existing under the laws of Singapore with its registered Bank Branch Fire Safety Improvement work at one of the branch at State Bank of India, 130 Jurong Gateway Road #01-233, Singapore 600130 ("**COMPANY**"); Corresponding mailing address is 80 Robinson Road # 27-01 Singapore 068898: and6

2. **xxxxxxxxxxxx Pte Ltd** (Business Registration Number xxxxxxxx), a company organised and existing under the laws of the Singapore with its registered office at xxxxxxxxxxxxxxxxxxxxx ("**CONTRACTOR**").

(each, "**a Party**" and together, the "**Parties**").
WHEREAS,

A. CONTRACTOR has represented that it is an experienced design and construction specialist with a distinguished track record in the construction industry;

B. COMPANY wishes to engage the services of CONTRACTOR and CONTRACTOR agrees to provide the services of:-

(i) **INSTALLATION OF NN100 FIRE SUPPRESSION SYSTEM & SUBMISSION FOR FIRE SAFETY CERTIFICATE AT JURONG EAST BRANCH of COMPANY's** existing Bank Branch at the property **at 130 JURONG GATEWAY ROAD #01-233, SINGAPOR 600130** ("**Site**") as further detailed in **Exhibit A** ("**Works**").

THE PARTIES AGREE AS FOLLOWS: -

1. CONTRACTOR'S WORKS

(A) CONTRACTOR shall perform the Works at the Site in accordance with the requirements of this Agreement and in accordance with the documents provided by COMPANY.

(B) CONTRACTOR shall carry out and complete all Works in a good and workmanlike manner in accordance with plans approved by COMPANY, and only during such hours as are permitted by COMPANY. CONTRACTOR shall observe and comply with all provisions of the Fit Out Manual (**Exhibit A**) and COMPANY other reasonable requirements on conduct of works and design criteria (if any) from time to time applicable for the Site and communicated in writing to CONTRACTOR, and shall be responsible at its own costs for complying with all the requirements of law and of all relevant Authorities in connection with the Works. In particular, CONTRACTOR shall:

(i) Use only COMPANY'S nominated consultants and contractors (as notified to CONTRACTOR under clause 15 of this Agreement) for any M&E works, piping and civil engineering or structural works;

(ii) Submit for COMPANY's approval all detailed plans, drawings, specifications and exterior and interior designs in relation to the Works within the time prescribed in the Fit Out Manual or otherwise prescribed by COMPANY and notified to CONTRACTOR. COMPANY'S approval of such detailed plans, drawings, specifications and exterior and interior designs may be subject to conditions relating to design or building requirements which may include required modifications as advised by CONTRACTOR. Provided that any changes in previously approved plans, drawings, specifications or designs shall be treated as a fresh submission of plans,

drawings, specifications or designs, unless COMPANY otherwise agrees, and shall be subject to the same submission time frames applicable for fresh plans, drawings specifications or designs. For avoidance of doubt, COMPANY's approval or endorsement of any of CONTRACTOR'S plans, drawings, designs or specifications shall be subject always to CONTRACTOR'S obligation under this clause to obtain all necessary Approvals from and to comply with all the requirements of law and of all relevant Authorities in connection with the Works;

(iii) Co-operate with COMPANY and comply with the directions and requirements of COMPANY in the course of carrying out the Works. In particular, CONTRACTOR shall comply with any request from COMPANY to cease or suspend work, carry out alteration works or to modify plans, drawings, specifications or designs for any Works that look likely in COMPANY's opinion to affect or disrupt operations at the Site, or to delay the issue of the FSC or otherwise affect the progress of any works by COMPANY.

(iv) Be liable to compensate and fully indemnify COMPANY for all losses, damages, penalties, costs (including legal costs on a full indemnity basis) and expenses suffered or incurred by COMPANY and against all claims, demands, actions and proceedings brought against COMPANY for which COMPANY may be liable as a result of CONTRACTOR'S failure to comply with the requirements of this clause.

(C) In carrying out the Works, CONTRACTOR shall provide whether of a temporary or permanent nature required in and for the same, all materials, equipment, personnel, supervision, and other services or things required or necessary for the satisfactory performance and completion of the Works, or which may contingently become necessary to overcome difficulties before completion of the Works.

(D) CONTRACTOR shall not without the prior written consent of COMPANY carry out any Works to or at the Site (which term shall include any renovations to the Site or any alterations or additions or re-configuration to or affect in any way whatsoever the entrances, structure, exterior of the Site, the party walls between the Site and adjoining premises or the appearance of the Site as seen from the exterior).

(E) CONTRACTOR warrants that it has satisfied itself as to the nature of the Works, including but not limited to the equipment, materials, supervision, labour required for performance of the Works, the weather and site conditions and the sufficiency of the compensation hereunder. Any failure by CONTRACTOR to take account of matters which affect the Works shall not relieve CONTRACTOR from its obligations under this Agreement, nor entitle it to request adjustment to the Contract Price (defined in clause 12 below) or claim against COMPANY.

(F) CONTRACTOR shall comply with all instructions with regard to the Works that COMPANY may in its absolute discretion may from time to time issue. CONTRACTOR shall perform the Works in accordance with the industry's best standards, in compliance with all relevant laws and regulations and in such a manner as will always safeguard and protect COMPANY'S interests.

(G) The information which COMPANY may give to CONTRACTOR shall be in accordance with the best information available at the material time to COMPANY but COMPANY shall not be responsible for the exactness and sufficiency of such information. COMPANY will not be liable for claims from CONTRACTOR for additional payments, in excess of what has been agreed in the Agreement, on account of conditions and costs which CONTRACTOR should have determined and understood in advance.

(H) Any part of the Works not expressly detailed in the documents furnished to CONTRACTOR, nor mentioned in the Exhibit(s) but indispensably necessary for the proper completion of the Works according to the provisions of this Agreement or contingently necessary to meet properly the requirements for which the Works are intended, shall be carried out by CONTRACTOR at CONTRACTOR'S expense just as if such Works or part of the Works had been specifically mentioned or shown in the documents

(I) CONTRACTOR acknowledges that all specifications, drawings and floor plans provided to CONTRACTOR are for indicative purposes only and shall not be treated as final nor as representations by COMPANY of the condition the Site is to be handed over in. CONTRACTOR shall not be entitled to be released from this Agreement in the event that there are changes to any specifications, drawings and floor plans provided to CONTRACTOR before the Possession Date.

(J) CONTRACTOR shall upon completion of the Works provide COMPANY with the following documents:

(i) Instructions, manuals and warranty documentation for new equipment including without limitation, fire and plumbing controls;

(ii) Details of new cabling installation, including schematic layout of cable routes, distribution frame layouts, cabling infrastructure patching records, outlet and distribution frame locations and equipment details; and

(iii) Details of new plumbing, water or power locations and routes in the event of new infrastructure being required or redirected;

(iv) AutoCAD file drawings for all as-builts.

(K) CONTRACTOR shall obtain, maintain and comply with all planning and other Approvals necessary or required pursuant to the provisions of any statute, rule, order, regulation or by-law for the Works at its own cost and expense and furnish to COMPANY copies thereof prior to commencing any of the Works.

2. FITTING OUT PERIOD

(A) CONTRACTOR shall carry out the Works upon the granting by the Landlord to COMPANY a Fitting Out Period set out in **Exhibit A**. CONTRACTOR will carry out the Works for fitout of the Site, commencing on the date as stated in **Exhibit A**.

3. PERSONNEL

(A) CONTRACTOR shall engage, on CONTRACTOR'S account, all personnel ("**CONTRACTOR'S Personnel**") and permitted sub-contractor(s) necessary to carry out the Works. All CONTRACTOR'S Personnel shall be directly contracted, agency personnel or employees of CONTRACTOR, and CONTRACTOR shall be responsible for (i) the payment of wages, salaries and all other remuneration or benefits due to CONTRACTOR'S Personnel, (ii) the payment of compensation to permitted sub-contractor(s), (iii) safety measures at the Site, (iv) payment of compensation in respect of accident or injury or occupational disease, and (v) payment of any and all contributions to any tax, Central Provident Fund or other governmental authorities in respect of CONTRACTOR'S Personnel and shall indemnify, defend, hold harmless and reimburse COMPANY for any expense which COMPANY may incur as a result of CONTRACTOR'S failure to comply with such responsibility.

(B) CONTRACTOR shall assign to the Works only such persons as are qualified, skilled and experienced in their several trades and callings.

(C) In the event COMPANY objects to CONTRACTOR'S Personnel or personnel of permitted subcontractor(s), CONTRACTOR shall remove such personnel from COMPANY'S premises. CONTRACTOR shall have the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of CONTRACTOR.

(D) CONTRACTOR shall comply with all applicable laws, rules and regulations relating to the engagement and employment of its personnel. CONTRACTOR shall ensure that all its

CONTRACTOR'S Personnel and personnel of permitted sub-contractor(s) performing Works under this Agreement must not contravene any such laws or regulations including any health or safety requirements and not limited to the Workplace Safety and Health Act (Cap. 354A) and shall bear all costs connected with the compliance of the same. CONTRACTOR shall conduct and submit to the Landlord on behalf of the COMPANY their Hazards Identification and Risk Assessment. CONTRACTOR shall be liable for any loss, accident, damage (including any indirect, special or consequential damage), death, injury, cost or expense of whatsoever nature, sustained at or originating from the Site or the Building caused or contributed by the CONTRACTOR and its sub-contractors and employees.

(E) CONTRACTOR shall ensure that CONTRACTOR'S Personnel and personnel of permitted sub-contractor(s) engaged in performance of the Works comply with all immigration laws, rules and regulations and where required are in possession of valid work permit(s). CONTRACTOR shall ensure that all foreign workers without valid work permits shall not be permitted on the Site or perform any work under this Agreement as undertaken in **Exhibit C** ("**Written Undertaking On Employment Of Foreign Workers / Illegal Workers**").

(F) CONTRACTOR shall at its own cost replace any of its personnel or procure the replacement of the personnel of any of its permitted sub-contractors if such person fails to comply with COMPANY'S safety or other rules.

4. SCHEDULE OF WORKS

(A) CONTRACTOR agrees to perform each phase of the Works at the time and in the sequence requested by COMPANY'S Representative(s) (defined in sub-clause 5(A) below) and subject to such inspection continuously or from time to time as required by such COMPANY'S Representative(s).

(B) CONTRACTOR shall be responsible at all times for scheduling, progress reporting, forecasting and independently controlling progress to achieve the expeditious and efficient performance of the Works in accordance with the requirements in this Agreement. The CONTRACTOR agrees that time is of the essence in performance of its obligations under this Agreement.

(C) The Works to be performed under this Agreement shall commence upon issuance of written instruction by COMPANY'S representative(s) and shall comply with and be completed in accordance with the agreed schedule of works set out in **Exhibit B** (**"Schedule of Works"**).

(D) In the event that the rate of progress of the Works or any part of it, is in the opinion of COMPANY, too slow to ensure completion in accordance with the Schedule of Works then (without prejudice to any other rights and remedies of COMPANY), COMPANY may require CONTRACTOR and CONTRACTOR shall take immediate steps, at its own costs, to expedite the progress of the Works so as to ensure execution and completion of the Works in accordance with the requirements in the Schedule of Works.

(E) In the event that the Works are, or any part of the Works is, delayed for reasons not directly and solely attributable to COMPANY and/or if CONTRACTOR fails to comply with the Schedule of Works, CONTRACTOR agrees to pay as liquidated damages and not as a penalty, a sum equivalent to Singapore Dollars One Thousand (**S$1000.00**) for each day of delay after the agreed handover date excluding taxes and any service fees or expenses incurred by the COMPANY (such liquidated damages shall calculated as a sum double of the existing premises rental fee caused by the delay) . The parties agree that this is a genuine pre-estimate of some of the costs and expenses which COMPANY may incur as a result of a delay but it does not represent all of the loss that COMPANY may incur or suffer as a result of the delay. The payment of liquidated damages is without prejudice to any other right or remedy that COMPANY may have, nor does the payment of liquidated damages relieve CONTRACTOR from any other of its obligations and liabilities under this Agreement.

5. INSPECTION

(A) In order to confirm that the requirements of this Agreement are met, COMPANY or COMPANY'S Representative(s) shall have the right at all times to inspect and test all equipment and materials provided and all Works or services performed by CONTRACTOR or any of its permitted sub-contractors. Such inspection or test, or failure on the part of COMPANY or COMPANY'S Representative(s) to inspect, witness or test the Works shall not relieve CONTRACTOR from any liability or obligation under this Agreement.

(B) COMPANY or COMPANY'S Representative(s) shall have the authority to stop the Works whenever it deems such action is necessary to secure the safe and proper performance of the Works.

(C) CONTRACTOR will be required to give at least twenty-four (24) hours' notice to COMPANY'S Representative(s) prior to covering or concealing work of any nature. If CONTRACTOR fails to give such notice, he shall uncover work at his own expense for inspection by COMPANY'S Representative(s).

(D) CONTRACTOR shall keep the Site where the Works are performed and its surroundings in a state of good order and cleanliness. On completing the Works, CONTRACTOR shall remove from the Site all scrap, debris, and left-over material, and remove any temporary structure. If this requirement is not met, CONTRACTOR agrees that COMPANY may deduct whatever cost or expense for removal and/or hauling of such scrap, debris, left-over material and/or temporary structure from its final payment.

(E) Upon completion of the Works, CONTRACTOR must at the appointed time attend a handover joint inspection of the Site with the Landlord and COMPANY and certify that the Site and the Landlord's fixtures and fittings have been installed and taken over in good condition. The keys to the Site will also be handed over at the same time. Any defects in the new site as noted and agreed between the Landlord, COMPANY, and CONTRACTOR during the handover joint inspection will be recorded on a prescribed form obtained from the Landlord. CONTRACTOR agrees to rectify the defects as recorded by the dates as may be agreed between the parties. All unrecorded defects discovered after the commencement of the fit-out works shall be deemed to be caused by CONTRACTOR and CONTRACTOR shall be fully liable to reinstate such defects/irregularities at CONTRACTOR'S cost and indemnify COMPANY of any damages and loss.

6. LAWS, RULES AND REGULATIONS

(A) CONTRACTOR shall give COMPANY all notices required of it by law and shall comply with all local Laws, ordinances, rules and regulations governing CONTRACTOR'S performance of this Agreement and the preservation of public and plant health and safety. Prior to commencement of the Works hereunder, CONTRACTOR shall be advised by COMPANY'S Representative of its rules and regulations governing the conduct of CONTRACTOR'S Personnel and personnel of permitted sub-contractor(s) and CONTRACTOR shall cause all such personnel to abide by such rules and regulations. CONTRACTOR shall adhere, and shall ensure that CONTRACTOR'S Personnel and personnel of permitted subcontractor(s) adhere, to the safety, fire prevention and security regulations of COMPANY.

(B) Without prejudice to the preceding sub-clause, CONTRACTOR shall not permit or suffer any persons at the Site to be employed in contravention of Section 57(1)(e) of the Immigration Act (Cap. 133), Section 5 of the Employment of Foreign Manpower Act (Cap. 91A) and in contravention of any other Laws in force at the moment.

(C) CONTRACTOR will apply for and furnish all necessary licences and permits (including any occupation permit, if required) required by any government or government agency for the performance and completion of the Works.

(D) So far as is reasonably practicable, CONTRACTOR shall take all precautions necessary to protect CONTRACTOR'S Personnel, personnel of permitted sub-contractors and any employees of COMPANY and other persons who are at any time directly or indirectly affected by the operations of CONTRACTOR.

(E) CONTRACTOR shall indemnify COMPANY against all losses, damages, penalties, costs (including legal costs on a full indemnity basis) and expenses suffered or incurred by COMPANY and against all claims, demands, actions and proceedings brought against COMPANY or for which COMPANY may be liable in connection with any breach or non-compliance by CONTRACTOR of this clause.

7. CONFIDENTIALITY

(A) All records, data, reports, drawings, documents, plans, specifications and other information concerning COMPANY supplied by COMPANY, or obtained by CONTRACTOR from operations under this Agreement shall belong to COMPANY. CONTRACTOR shall consider such information as COMPANY'S confidential information, shall treat such information as confidential and shall prevent the disclosure of such information to any other persons.

The above obligation of confidentiality shall not extend to information which: -

(i) is known to CONTRACTOR prior to receipt from COMPANY;
(ii) is disclosed to CONTRACTOR by a third party under no obligation of confidence to COMPANY and having a right to disclose such information; or
(iii) is or shall become part of the public domain through no fault of CONTRACTOR.

(B) All drawings, tracings, documents, calculations and the like provided by COMPANY or produced in connection with this Agreement shall become COMPANY'S property and shall be handed over to COMPANY on completion of the Works or termination of this Agreement. CONTRACTOR shall promptly upon the request of the COMPANY certify in writing compliance with the aforesaid requirement. COMPANY shall have and retain the right to reproduce in whole or in part any and all engineering data and drawings furnished by or through CONTRACTOR notwithstanding any notations on such drawings.

8. INDEMNITY

(A) To the greatest extent permitted by law, CONTRACTOR agrees to indemnify and save harmless COMPANY and its officers and personnel ("**COMPANY Party**") against any and all claims, damages, loss, costs and expenses, including reasonable attorney's fees and other legal expenses, whatsoever directly or indirectly relating to or in connection with:-

(i) CONTRACTOR'S breach of any terms and conditions of this Agreement, howsoever arising;

(ii) The damage to or loss of any property owned by or in the possession of CONTRACTOR, any subcontractor, or any officer, director, employee, agent or invitee of CONTRACTOR ("**CONTRACTOR Party**");

(iii) The damage to or loss of any other property;

(iv) The injury to or the death of any person, including, without limitation, any natural person included within the definitions of COMPANY Party or CONTRACTOR Party and regardless of whether the injury, death, or property damage or loss results, as a whole or in part, from the concurrent acts or omissions of COMPANY and one or more of the following: any other CONTRACTOR Party, the person injured or killed, and any third party;

(v) Any negligence, fraud, unlawful act or omission of CONTRACTOR or any other CONTRACTOR Party; or

(vi) CONTRACTOR'S breach of its confidentiality obligations contained in clause 7.

(B) CONTRACTOR will be responsible for any damage to the Landlord's property in the Building, including, but not limited to, the Landlord's fixtures, fittings and finishes, ceiling system, life safety and fire alarm systems, mechanical and electrical systems, lifts, building services in the Building throughout the course of the Works. Any damage to such Landlord's property caused by CONTRACTOR shall be made good by CONTRACTOR. CONTRACTOR shall pay for all costs and expenses incurred by COMPANY in connection with such making good, including the payment of an administration charge amounting to 15% of such total costs and expenses incurred by COMPANY. A certificate from COMPANY on the amount of such costs and expenses shall be accepted by CONTRACTOR as conclusive and binding of such costs and expenses.

9. INSURANCE

(A) CONTRACTOR will, prior to the commencement of any Works, obtain effect and maintain in force at CONTRACTOR'S own cost and expense, all insurance policies specified in **Exhibit C** ("**Insurance**"). The Insurance shall be comprehensive all-risk policies including public liability policies, covering the period from and including the date of commencement of the Works to the date of completion of such Works for such reasonable amounts as prescribed by the Fit Out Manual or COMPANY (with a minimum coverage of no less than $1,000,000.00 per single occurrence) or such higher coverage as COMPANY may prescribe at the relevant time, and with a reputable insurance company as may be approved by COMPANY.

(B) CONTRACTOR shall arrange for COMPANY and the Landlord to be named as additional insured, and to obtain from its insurers a waiver of all rights of subrogation against COMPANY on all policies obtained or maintained for the Work undertaken. Each insurance policy shall not be cancelled or materially changed without ten (10) working days' prior written notice to COMPANY provided that any such cancellation or change will not relieve CONTRACTOR of its continuing obligation to maintain Insurance coverage in accordance with this clause. Upon request by COMPANY, CONTRACTOR shall deposit with COMPANY copies of all Insurance policies CONTRACTOR is to provide herein.

(C) CONTRACTOR shall ensure that all such Insurance policies shall contain the usual cross-liability clause (such the Landlord, COMPANY and CONTRACTOR shall be considered a separate and distinct person and all references to "insured persons" under the policy shall be considered as applying to each of the Landlord, COMPANY and CONTRACTOR in the same manner as if a separate policy had been issued to each of them) and waiver of subrogation clause and provide that there will be no cancellation or reduction of coverage without the prior written consent of COMPANY.

(D) CONTRACTOR shall ensure that all its permitted sub-contractors performing work under this Agreement shall effect and maintain not less than the same policies and limits as specified herein and shall be bound by and comply with the same obligations and requirements as CONTRACTOR under this clause.

10. RESPONSIBILITIES FOR THE WORK

(A) CONTRACTOR shall be responsible for the timely provision, execution and completion of the Works in accordance with the Schedule of Works, including the timely ordering of all materials and equipment to be provided by CONTRACTOR in order to ensure that performance of the Works is not delayed or impeded in accordance with the Schedule of Works.

(B) CONTRACTOR assumes all responsibility for all aspects of the Works performed by CONTRACTOR and/or its permitted subcontractor(s) including any Works based upon data and information not contained in this Agreement.

(C) COMPANY shall not bear any risk of loss or damage to the Works, it being agreed that CONTRACTOR assumes any and all such risks in their entirety and will insure or self insure such risks for the benefit of CONTRACTOR and COMPANY. The foregoing shall be applicable even if the liability asserted is based on COMPANY'S negligence (whether active or passive) or other fault or strict liability, and regardless of whether the action or claim is based in contract, tort, warranty, statute or otherwise.

11. WORKMANSHIP AND WARRANTY

(A) CONTRACTOR shall perform the Works with all proper skill and care and shall ensure that the Works and facilities, services and equipment used to produce the Works shall be fit for their intended purposes and are of good quality and workmanship.

(B) CONTRACTOR shall ensure that all materials used or incorporated in the Works shall be new and unused (unless otherwise specified), of good quality, correct design and workmanship, within the specifications or if no specifications exist, fully suitable for the use intended.

(C) CONTRACTOR warrants that the Works and all services, materials and workmanship used for or incorporated into the Works shall be free from all errors, defects, shrinkages and failure for a period of twelve (12) months from completion of the Works ("**Warranty Period**"). At COMPANY'S option, CONTRACTOR shall correct any defects in the Works due to faulty services, workmanship or materials as are discovered during the Warranty Period at its own cost, and brought to CONTRACTOR'S attention. If COMPANY engages any third party to remedy the defaults, CONTRACTOR shall bear all cost and expense incurred by COMPANY. The provisions herein are without prejudice to COMPANY'S other remedies at law.

12. PAYMENT

(A) In consideration of the due and satisfactory performance of the Works, COMPANY shall pay CONTRACTOR the sum(s) specified in **Exhibit A** ("**Contract Price**".). All payments shall be in Singapore Dollars. The Contract Price is a lump sum and represents the total, complete and full amount payable by COMPANY. The Contract Price shall not be varied, except (i) with COMPANY'S prior written consent; (ii) on account of an agreed variation; or (iii) on account of a provisional sum item.

(B) The payment schedule shall be as follows:

(i) 1st 30% progressive payment upon signing of contract (payment terms 30 days);
(ii) 2nd 30% progressive payment upon 60% of site work completion (payment terms 30 days);
(iii) 3rd 35% progressive payment upon practical completion (payment terms 30 days);
(iv) 4th 5% final payment after 12 months of Defect Liability Period (payment terms 30 days).

(C) Unless otherwise agreed in writing, the Contract Price will be paid dependent on the progress of the Work and based on the milestones specified in **Exhibit A**.

(D) Notwithstanding the foregoing, COMPANY shall be entitled to withhold a sum equivalent to five per cent (5%) of the Contract Price ("**Retention Sum**") as retention sum to ensure CONTRACTOR'S performance of all its obligations under this Agreement. The Retention Sum shall be payable to CONTRACTOR upon the expiration of the Warranty Period and provided all obligations of the CONTRACTOR under this Agreement have been satisfactorily performed. Without prejudice to the rights and remedies of the COMPANY at law or under this Agreement, and without limiting any other rights or remedies available to the COMPANY, the COMPANY shall be entitled to deduct such sums from the Retention Sum as necessary for all costs or damages incurred by COMPANY resulting from the failure or omission of CONTRACTOR to

perform any or all of its obligations hereunder (including the costs of engaging another contractor to carry out or re-perform the Works or any part of the same).

(E) CONTRACTOR shall, at the request of COMPANY, deliver to COMPANY a certificate that all claims for labour arising under this Agreement have been satisfied and that all bills for any materials or equipment which may have been furnished by CONTRACTOR have been paid. CONTRACTOR shall, at the request of COMPANY, furnish a complete release of all liens which might arise out of this Agreement, for which CONTRACTOR has been reimbursed by COMPANY, or receipts in full in lieu thereof, and a certificate that such releases and receipts include all labour and materials for which a lien could be filed. CONTRACTOR shall indemnify and hold COMPANY harmless for any claims, damages, expenses or costs incurred arising from breach of this obligation.

13. ACCOUNTING

(A) CONTRACTOR shall keep in separate accounts a full, accurate, and careful record of all labour or permitted subcontractor(s) employed on, about or in connection with the Works to be performed hereunder and shall keep accurate and careful records of any materials furnished by CONTRACTOR or its permitted subcontractor(s).

(B) COMPANY shall have the right at any reasonable time to inspect CONTRACTOR'S job books, records, receipts, correspondence and accounts insofar as they relate to matters covered by this Agreement and CONTRACTOR agrees to preserve such materials and documents for at least three (3) years after completion of the Works hereunder.

14. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

CONTRACTOR agrees to indemnify and hold COMPANY harmless from and against all claims, losses, costs, damages and expenses, including legal expenses incurred by COMPANY as a result of or in connection with any alleged patent, registered design, copyright, trade mark or any other intellectual property right infringement asserted against COMPANY and arising out of the performance of the Works by CONTRACTOR, including the use of tools, implements or methods employed by CONTRACTOR or as may arise from the use by COMPANY of the Works as performed under this Agreement.

15. NOTICES

(A) Except as otherwise expressly provided, any notice to be given hereunder shall be in writing and shall be deemed to have been duly given, if sent by registered mail, on recorded receipt with postage prepaid and properly addressed to the party intended at the address of such party hereinbefore specified or when delivered personally to such party at such addresses stated at the head of this Agreement.

(B) The foregoing address of each of COMPANY and CONTRACTOR may be changed for purposes hereof at any time and from time to time by notice to the other Party in the manner stated above, setting out such change of address.

16. TAX

(A) The Contract Price shall be inclusive of any sales, use, value-added, goods and services, excise, turnover, business and other similar types of taxes which shall be payable and borne by CONTRACTOR, and if paid by COMPANY, shall be reimbursed to COMPANY by CONTRACTOR.

(B) CONTRACTOR agrees to pay any tax or assessment upon its charges covered by this Agreement based on or measured by income, imposed or levied by any government having jurisdiction over said operations. If required by any laws or regulations, COMPANY shall have the right to withhold tax from payments made by COMPANY to CONTRACTOR to the extent of the withholding rate specified by such applicable laws or regulations and any amount so withheld shall be credited against any payment otherwise owing to CONTRACTOR by virtue of the terms of this Agreement.

17. ASSIGNMENT

(A) This Agreement shall not be assigned in whole or in part by CONTRACTOR and no part of the Works provided for herein shall be subcontracted or delegated by CONTRACTOR except with the prior written consent of COMPANY.

(B) Where COMPANY'S written consent has been obtained, CONTRACTOR shall be responsible for all Works, acts, defaults and breaches of duty of any sub-contractor or its agents or employees as if they were the acts, defaults and breaches of CONTRACTOR. CONTRACTOR shall properly direct and control any subcontractor(s) and shall be responsible for the correlation of the Works performed by its subcontractor(s). Should CONTRACTOR assign certain responsibilities to its subcontractor(s), CONTRACTOR shall not thereby be relieved of responsibility assumed by its sub-contractor(s) for the Works or any part thereof.

(B) COMPANY may assign, novate or otherwise transfer its rights and obligations under this Agreement to any of its parent, subsidiary and/or other related companies.

(C) CONTRACTOR agrees that it shall furnish to COMPANY, if requested, satisfactory evidence that all sub-contractors have been paid on time and in full for work done or goods supplied in connection with the performance of the Work. If such satisfactory evidence is not supplied then COMPANY shall have no further obligation to make any payment to CONTRACTOR under this Agreement.

18. FORCE MAJEURE

(A) Any delay or failure in the performance of this Agreement by either Party shall be excused and shall not give rise to any claim for compensation or damage by the other Party if, and to the extent, it is not reasonably anticipated and is caused by an occurrence beyond the control of the Party affected, including but not limited to, acts of god, decree of government, act of terrorism, fire, flood, explosion, riot, war (declared or undeclared), rebellion, boycotts or industrial strikes other than strikes limited to the work force of or provided by CONTRACTOR (a **"Force Majeure Event"**).

(B) Where as a result of a Force Majeure Event which continues for a period of ten (10) days or more, such that COMPANY'S performance of its obligations under this AGREEMENT is rendered impossible, then without prejudice to rights already accrued prior to such Force Majeure event, COMPANY shall be entitled to terminate this AGREEMENT by written notice to CONTRACTOR without being liable to CONTRACTOR for compensation for such termination and thereafter neither party shall be entitled to any further claim or demands against the other, save in respect of antecedent breaches.

(C) Where the COMPANY and CONTRACTOR agree that a covid-19 related event has solely, directly and materially affected the CONTRACTOR's ability to meet the agreed deadlines, the COMPANY and CONTRACTOR will discuss whether any adjustment to the schedule and/or liquidated damages is appropriate, provided always that no such change shall be effective until the COMPANY and CONTRACTOR have signed a written contract addendum.

19. VARIATION

(A) Without prejudice to this Agreement, or, where applicable, any ancillary document, COMPANY may at any time and from time to time direct CONTRACTOR to make a change in the scope of the Works by specifying the change in a change form and delivering it to CONTRACTOR.

(B) Upon receipt of such a change form, CONTRACTOR shall quote to COMPANY on the change form:

i) The increase or decrease, if any, in the Contract Price for performing the changes in the Works; and/or

ii) The overall impact on the schedule for performance of the Works including the change required.

(C) COMPANY may direct CONTRACTOR in writing to put the change into effect and the costs shall be calculated by COMPANY at its discretion (acting reasonably) taking into consideration the costs of the materials, third party supplied services (if any), expenses incurred and the CONTRACTOR'S unit rates as set out in the change form.

(D) Subject to sub-clause (C) above, CONTRACTOR shall not commence to put the change in the scope of the Works into effect until it has received the completed change form duly signed by COMPANY.

20. SUSPENSION

(A) COMPANY may by written notice under clause 15 instruct CONTRACTOR at any time to suspend the Works or any part of the Works. CONTRACTOR shall cease work on such suspended part of the Works but shall continue to perform any unsuspended part of the Works. During the suspension, CONTRACTOR shall properly protect and secure the suspended part of the Works so far as it is necessary in the opinion of COMPANY.

(B) If COMPANY suspends the Works other than: -

(i) For the proper performance of the Works, or any part thereof;

(ii) Because of some mistake, error or default on the part of CONTRACTOR or its permitted sub-contractor(s);

(iii) For non-compliance with any provision of this Agreement; or

(iv) If otherwise provided in this Agreement,

Then COMPANY shall reimburse CONTRACTOR only for such reasonable extra costs as CONTRACTOR unavoidably incurs by reason of such suspension to the extent that CONTRACTOR cannot reduce or mitigate them.

(C) COMPANY may, at any time, authorise resumption of the suspended part of the Works by notifying CONTRACTOR of the part of the Works to be resumed and the effective date of the withdrawal of the suspension. Work shall be resumed as promptly as possible by CONTRACTOR after receipt of such notification.

21. PROVISIONAL SUM

(A) The Contract Price includes the provisional sums listed in **Exhibit A**.

(B) CONTRACTOR shall comply with directions of COMPANY to carry out the work or supply an item to which the provisional sum relates.

(C) CONTRACTOR shall submit prices for the work or item to which each provisional sum relates to COMPANY prior to COMPANY issuing a direction in relation to that work or item.

(D) A provisional sum included in this Agreement shall not itself be payable by COMPANY but where pursuant to a direction issued by the COMPANY any part or the whole of the work or item to which the provisional sum relates is carried out or supplied by CONTRACTOR, the work or item shall be priced by the COMPANY, and the difference shall be added to or deducted from the Contract Price.

(E) The Contract Price includes an amount for profit, preliminaries and on and off-site overheads in relation to the provisional sums and no amount for profit, preliminaries and on and off-site overheads in relation to the provisional sums shall be added to or deducted from the Contract Price.

22. TERMINATION

(A) Without prejudice to COMPANY'S rights under sub-clause (B) below, COMPANY shall have the right to terminate this Agreement for any reason, at any time on giving not less than fifteen (15) days notice in writing to CONTRACTOR. In such event, CONTRACTOR shall be entitled to claim from COMPANY by way of full and final satisfaction of all claims, all monies due paid for Works satisfactorily done and accepted by COMPANY prior and up to such termination plus such additional reasonable costs actually incurred by CONTRACTOR wholly and directly as a result of such early termination and which the CONTRACTOR can provide written evidence that it has incurred to the satisfaction of COMPANY. The total payment due to CONTRACTOR under this clause shall in no circumstances exceed the unpaid balance of the Contract Price and COMPANY shall in no circumstances be liable to CONTRACTOR for any consequential, special, indirect or incidental damages, including but not limited to, loss of profits, use, contracts, goodwill and anticipated revenues.

(B) In the case of failure without good cause on the part of CONTRACTOR to make reasonable progress in carrying out the Works or in the case of failure by CONTRACTOR to properly perform its obligations under this Agreement or if CONTRACTOR ceases to carry on business, becomes insolvent, bankrupt or upon commencement of any winding-up, liquidation, bankruptcy proceedings or if a receiver is appointed in relation to any of its assets, COMPANY shall have the right to immediately terminate this Agreement by giving CONTRACTOR written notice to the effect. In the event of such termination, CONTRACTOR shall be paid for Works satisfactorily done and accepted by COMPANY prior and up to such termination and CONTRACTOR shall reimburse COMPANY any additional expenses incurred by COMPANY in having the Works completed by another contractor. COMPANY shall in no circumstances be liable to CONTRACTOR for any consequential, special, indirect or incidental damages, including but not limited to, loss of profits, use, contracts, goodwill and anticipated revenues.