



THE GRASSROOTS' CLUB

CONDITIONS OF CONTRACT

DEFINITIONS

Throughout this invitation to tender and any resultant contract, unless the context otherwise requires, the following definitions shall apply: -

- a. "TGC" means The Grassroots' Club, and shall include its assigns and successors in law and its duly authorized representatives.
- b. "TGC" means The Grassroots' Club which is the location of facilities where the Services are to be delivered.
- c. "Open to Tender" means the tenderer to participate in this tender and comprises all tender documents forwarded to the tenderer inclusive of covering letter, instructions to tenderer and any other documents and forms enclosed.
- d. "Contract" means any resultant and its annexes between TGC and the successful tenderer.
- e. "Service" means the work which the contractor is required to perform under the contract.
- f. "Contractor" means a person of his permitted assigns who has been successfully awarded the contract by TGC, on conditions that he has fulfilled and satisfies the requirements as stated in the Invitation To Tender.
- g. "Tenderer" means a person or his permitted assigns offering to supply the services.
- h. "Officer" means any person engaged by the contractor to render his services to TGC, as stated in the Contract, not limited to temporary or relief deployment onsite.
- i. Save as set out above, all terms referred to in this Open to Tender shall have the same meaning as those given in contract to successful tenderer.
- j. Words importing the singular include the plural and vice versa.
- k. The headings are for convenience only and not for the purpose of interpretation.



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1 SCOPE OF AGREEMENT

The Contractor shall carry out and complete the supply of all items of goods and services as stipulated in the tender or as subsequently varied by parties and to the directions and satisfaction of TGC.

2 PERFORMANCE

The Contractor shall perform the services for the period from 1 October 2025 to 15 January 2026 in the manner specified in the contract.

3 RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement shall have no right under the contracts (Rights of Third Parties) Act (Cap. 538) to enforce any term of this agreement.

4 GIFTS, INDUCEMENTS OR REWARDS

TGC may terminate this agreement 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 to forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this agreement with TGC or for showing or forbearing to show favour to any person in relation to any agreement with TGC, 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 any agreement with TGC the contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the Penal Code (Cap. 224) or 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 Chapter IX of the Penal Code (Cap.224) or the Prevention of Corruption Act (Cap.241).

5 CONTRACTOR'S PERSONNEL

Contractor's representative, unless the contractor manages the works himself, he shall appoint a competent and authorized person to represent him (hereinafter called the "Contractor's Representative") and shall notify in writing to TGC and the superintending officer of the name of such person. The Contractor's Representative shall monitor, manage, administer and give his whole time to the superintendence of the Works during the whole contract period. Any instructions given to him by the superintending officer shall be deemed to have been given to the Contractor. The superintending officer shall be empowered to object to the appointment or employment or continued employment of any person appointed or employed as the Contractor's Representative and upon receipt from the Superintending Officer of a notice of objection in writing, the contractor shall



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forthwith remove him from the contract provide always that the superintending officer shall not issue such a notice of objection unreasonably or vexatiously.

6 DELAY IN PERFORMANCE

- a. If there is delay in the performance of services under the contract due to any of the following circumstances, namely, acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond the contractor's control, then in any such case the contractor shall for the duration of any such circumstances aforesaid, be relieved of his obligation to perform such services thereby affected but the provisions of the contract shall remain in full force in regard to any services not affected by such circumstances aforesaid.
- b. If the Contractor does not perform any of his obligations in accordance with the Service Agreement, the Company reserves the right to take the following action:
 - (1) To cancel all or any such items of 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
 - (2) to deduct from any moneys due or to become due to the contractor or require the contractor to pay liquidated damages for every delay until the services are performed provided that the recovery of such increased costs aforesaid shall be limited to such services as is purchased or obtained, not exceeding the scope stated in the contract, from other sources after the contractor's failure as aforesaid but within three (3) months of the expiry of the contract.

7 SUB-CONTRACTING AND ASSIGNING

- a. The contractor shall not, without the written consent of TGC, assign or subcontract any portion of the contract works or liquidated damages, except for the supply of materials and equipment.
- b. In the event of any portion of the contract works being sub-contracted with the written consent of TGC, the contractor shall be solely and fully responsible for the due observance by such authorized sub-contractor or sub-contractors of all the terms, stipulations and conditions stated herein.

8 APPLICABLE LAW

The contract and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the domestic Laws of the Republic of Singapore for every purpose.



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9 EMPLOYMENT OF LEGAL WORKERS

The Contractor shall employ only persons approved to work by Ministry of Manpower, the Immigration Department or any other Government Authority having jurisdiction over such matters in any particular trade or skill required to complete the contract works.

10 SUSPENSION OR TERMINATION

TGC shall, after giving seven (7) days prior written notice in writing to the contractor, have the right to suspend or terminate the contract if TGC is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable in any way to the other by reason of such suspension or termination save that TGC shall pay the contractor the price of the services already performed by the contractor and accepted by TGC prior to the suspension or termination. After deducting any outstanding sums owing by TGC to the contractor by reason of this clause, the contractor shall refund to TGC the balance of any payments or deposits that had been made by TGC to the contractor prior to the suspension or termination.

11 RIGHTS OF TGC IN THE EVENT OF DEFAULT BY THE CONTRACTOR

- a. If the contractor defaults in his performance of this contract, TGC may issue a notice of default to the contractor informing the contractor of its default. The Contractor shall, within seven (7) days of the date of the notice of default, remedy the default. If the default affects safety or security, the contractor shall, within one (1) day of the notice of default, remedy the default.
- b. If the Contractor fails to do so, the Contractor shall be taken to have repudiated the contract and TGC shall have the right to;
 - (1) employ and pay any other persons to execute and complete any work or services which may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractor; or
 - (2) terminate the contract or cancel any part thereof by way of a notice of termination without TGC being liable in damages or compensation. The said termination shall take effect from the date of the notice of termination.
- c. Failure to comply in accordance to employment of legal workers under clause 9 will result in the automatic termination of the contract by TGC.
- d. In the event of termination under sub-clauses 11b (2) and 11c above, TGC shall have the right to purchase from other sources all the services which remains unperformed at the time of



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termination or similar services, and all increased costs reasonably incurred by TGC shall be recoverable from the Contractor.

12 TERMINATION BY DEFAULT

Should the contractor:

- a. Fail to proceed with the works with due diligence after receipt of 3 consecutive written warning notices, TGC may terminate the contract within one month from the last notices.
- b. Found to practice corruption or in collusion with any TGC staff against TGC interest, the contractor shall be terminated by default. All consequential costs related shall be borne by the contractor.

13 TERMINATION WITHOUT DEFAULT

- a. TGC or Contractor may terminate this agreement at any time should both parties mutually consider it desirable to do so, by giving them a written notice of not less than three (3) months of notice service. The Contractor shall reimburse TGC of 5% contract amount for premature termination of contract.
- b. TGC shall, after giving seven (7) days prior written notice in writing to the Contractor, have the right to suspend or terminate the contract if TGC is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension or termination except that TGC shall pay the contractor the price of the services performed and accepted by TGC.
- c. Without prejudice, TGC shall be entitled to terminate this agreement by serving notice in writing of not less than three (3) months on Contractor to that effect, and TGC shall not be obliged to provide any reason thereafter, and in each case, Contractor shall be deemed to have accepted such termination upon service of notice as aforesaid, and shall have no claim against TGC except in respect of TGC's obligation for payment of work done.
- d. Upon termination, TGC shall only be obliged to pay Contractor the fee payment for services rendered and already performed up to and including the date of expiry of the said notice of termination.

14 VARIATION OF CONTRACT

No variation whether oral or otherwise in the terms of this contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of TGC.



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15 CONTRACT SCHEDULE OF RATES

- a. The Contract Schedule of Rates is based on BCA SOR (Feb 2025 edition)
- b. The above Contract Schedule of Rates shall be used as the basis for valuation of variations (additions and/or omissions).
- c. Unless otherwise specified in the preambles of the BCA SOR (Feb 2025 edition), the rates, charges and fees shall be deemed to include labour, materials and all costs in connection with transportation, plants, machineries, equipment, tools, removal and dismantling including disposal of debris, establishment charges, overhead charges, preliminaries, insurances as well as compliance with statutory Acts and Regulations and all other terms and conditions and Specifications as contained in this Contract.
- d. The rates, charges and fees in the BCA SOR (Feb 2025 edition) shall remain firm throughout the duration of the Contract Period.
- e. The Tenderer shall be deemed to have read, understood and agreed to the use of the rates in the Contract Schedule of Rates, which forms part of this Contract.

16 TAXES, FEES AND DUTIES

- a. The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable under the laws of Singapore, by the contractor or its employees, including but not limited to the contractor's resident engineers and inspectors (if applicable), in carrying out its obligations under this agreement.
- b. If TGC receives a request from the tax authorities to pay on behalf of the contractor and/or the contractor's employees, or to withhold payments from the contractor in order that TGC may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies or assessments, the contractor hereby authorises TGC to comply with the terms of the said request.
- c. TGC shall pay to the Contractor a sum equal to the Singapore goods and services Tax chargeable on the supply to TGC of any services by the Contractor in accordance with the contract. For clarification, "Goods and Services Tax" shall refer to tax under the (Singapore) goods and services Tax Act.
- d. Any invoice or other request for payment of monies due to the Contractor under the contract shall, if he is a taxable person for the purpose of the Singapore Goods and Services Tax, be in the same form and contain the same information as if it were a tax invoice for the purposes of the Regulations made under the Goods and Services Tax Act.



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17 GOVERNMENT REGULATIONS

a. The Contractor shall, at its own expense, obtain and maintain all licences, permits, approvals and authorisations required to enable the Contractor to fulfil all of its obligations under this agreement, including but not limited to export licences, permits, governmental approvals, and certification. Such licenses, permits, approvals, authorisations and certifications shall be free of any restrictions or qualifications.

b. Any fine, liability or obligation imposed on TGC by any government, regulatory or statutory authority as a result of unsatisfactory performance of the Services by the Contractor at the premises shall be borne by the Contractor.

18 INDEMNIFICATIONS OF TGC AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES AND CLAIMS BASED ON INJURY TO PERSONS AND PROPERTY

The Contractor hereby indemnifies and holds harmless TGC and its employees, officers, board members and agents ("**Indemnitees**") from and against all claims, suits, liabilities, damages, costs, fees, expenses or losses arising out of or resulting from the Contractor's performance of this agreement, including but not limited to any claims (including third party claims) against the Indemnitees based on the negligence, omission or misconduct of the contractor's employees, workmen, temporary labour or agents and any claims based on damages, losses or liabilities whatsoever with respect to death or injury to any person and damage to any property arising out of or resulting from the performance of this agreement by the Contractor or any of its employees, workmen, temporary labour or agents, except for gross negligence or wilful misconduct of the Indemnitees.

19 MEDIATION CLAUSE

a. Notwithstanding anything in this contract, in the event of any dispute, controversy or claim arising out of or relating to this contract, no party shall proceed to any form of dispute resolution unless the parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

b. A party who receives a notice for mediation from the other party shall consent and participate in the mediation process in accordance with clause 18a.

c. Failure to comply with clause 18a or 18b shall be deemed to be a breach of contract.



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20 ARBITRATION

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in English language by a sole arbitrator in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force which rules are deemed to be incorporated by reference into this clause.

21 SECURITY DEPOSIT

The successful contractor is required to submit 5% security deposit of contract value in the form of a Banker’s letter of guarantee or performance bond, within twenty-one (21) days of acceptance of agreement. All charges incurred by the contractor in obtaining and maintaining the security deposit shall be met by the contractor. The security deposit shall be valid three (3) months after expiry of the agreement. In the event, performance of the services is deferred for any reason, the security deposit shall be correspondingly extended by the contractor at his own expense. At the end of the said three (3) months or extension, the security deposit (or any balance thereof remaining for the credit of the contractor) shall be released and refunded without interest subject to any deduction as may be made therefrom in accordance with this agreement.

In the event of any default or breach of any of the obligations by the contractor under this agreement, TGC may at its sole discretion draw on the security deposit or the performance bond to satisfy any liquidated or other damages as may become due to TGC under this agreement if TGC has, prior to drawing on the security deposit, notified the contractor in writing of the default or breach and given the Contractor a minimum of seven (7) days to rectify or remedy the default or breach or (if the default or breach cannot be fully rectified or remedied) to pay damages to the amount specified in the notice, and the contractor has failed to comply fully with the notice.

22 REPLACEMENT OF PERSONNEL

The Contractor shall replace its personnel within fourteen (14) days from the date of written notice from TGC that the said personnel is either:

- a. Technically incompetent in carrying out the services and all efforts by the Contractor have failed to resolve the issue within the said period; or
- b. The conduct of the said personnel is found to be detrimental to the national security



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23 ENVIRONMENTAL ISSUES

As an environmentally responsible organization, the TGC supports environmentally-friendly practices. As such, contractor for this project(s) are expected to provide environmentally-friendly services and products to TGC.

24 JOINT & SEVERAL LIABILITY

If the contractor is a joint venture partnership, the individual companies or partners comprising the contractor shall be deemed jointly and severally liable to TGC under this agreement.

25 TGC PROPERTIES

The contractor shall be fully responsible, at his own expenses and within the time stipulated by TGC, for compensating, rectifying or remedying any loss or damage to any property belonging to or in the control or custody of TGC, where such loss or damage has arisen out of or has resulted from the contractor's performance of this agreement. If the contractor fails to adequately compensate, rectify or remedy any such loss or damage within the time stipulated by TGC, TGC may itself compensate, rectify or remedy such loss or damage and all costs and expenses incurred by TGC in connection therewith shall be deducted from any monies due or to become due to the contractor under this agreement, and any deficiency in monies arising therefrom shall be a debt from the contractor to TGC which shall be recoverable in civil action.

26 INJURY TO PERSONS AND PROPERTY AND EMPLOYER'S INDEMNITY

The Contractor shall be liable for, and shall indemnify TGC against any expense, liability, loss claim or proceedings whatsoever arising under any statute in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the works, unless due to any act or neglect of TGC or of any person for whom TGC is responsible.

27 PUBLIC LIABILITY

The contractor shall effect and maintain at his own expense a public liability insurance policy of at least \$1 million Singapore Dollars covering any claim in the event of an accident or damage caused to properties, equipment or injury to any persons arising out of or resulting from the contractor's performance of this agreement at the TGC premises. The contractor shall submit a copy to TGC.

28 WORKMEN COMPENSATION

The contractor shall effect and maintain at its own expense, a workmen's compensation insurance policy as required under the Work Injury Compensation Act (Cap. 354). The contractor shall submit a copy to TGC.



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29 COST

Notwithstanding any other provision of this agreement and in consideration of the total agreement cost, the contractor shall bear its own costs of performing its obligations under this agreement, including but not limited to the costs of the supply of equipment and materials.

30 RESPONSIBILITY AND ALLOCATION OF COST INCURRED

As part of the contract, the contractor will affect all works and services required under the agreed programmed for all items within the boundary of TGC, including all labour and consumables required for the total completion of all works and services. The contractor is required to submit price quotation base on schedule of rates to TGC for any adhoc works for approval.

31. THE RIGHTS OF THE GRASSROOTS' CLUB

TGC reserves the right to request that the contractor rework, rectify or remedy any deficient work or services performed by the contractor under this agreement to the satisfaction of TGC.