ANNEX B

SUPPLEMENTARY CONDITIONS OF CONTRACT

1.0 SCOPE OF WORKS

1.1 The scope of works shall refer to Work Specifications.

1.2 The Contractor shall carry out daily cleaning services (both internal and external) at the Building (including carpark, roof tops, services rooms, office/FCC, stores, escape staircase etc.) and supply all necessary appliances, tools, labour, materials including safe and suitable cleaning chemicals.

1.3 This is a lump sum contract. Quantities as stated in the schedule only serve as a guide and reference. The Contractor is expected and advised carrying out your own Bill Of Quantity to avoid any discrepancy.

1.4 NKF will not accept / entertain any variation order unless otherwise as directed by NKF.

2.0 CONTRACTOR TO VISIT SITES

2.1 The Contractor shall carefully study the RFP documents and visit the sites prior to submitting his RFP to satisfy itself as to the site conditions, the nature of the works, the accessibility of the sites by various machines, the full extent and character of the operations, the availability and conditions affecting labour, the execution of the Contract, and any other information relating to risks, contingencies or other circumstances that may influence or affect his RFP. Contractors who fail to attend the site showround conducted by NKF may have their RFP disqualified.

2.2 All verbal instructions, explanations or directions given during the RFP briefing and site showround shall form part of the RFP and the Contractor shall make the necessary allowances in the submitted RFP.

2.3 No claims shall be permitted on the grounds of any lack of knowledge or information relating to the works to be executed.

2.4 Contractors may contact the officers-in-charge to arrange access to the sites should they require additional site visits after the scheduled RFP briefing and site showround.

3.0 CONTRACTOR UNDERTAKINGS

3.1 The Contractor shall comply with the specified manpower requirements, cleaning frequency and work schedules as set out in the Work Specifications. No adjustments or changes shall be made without the prior written approval of NKF.

3.2 The Contractor shall ensure that all works are completed within the stipulated schedule. NKF reserves the right to make pro-rated deductions or seek damages from the Contractor in the event of any delay in completion or any reduction in the required cleaning frequency.

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3.3 The Contractor shall provide sufficient chemicals, materials and equipment to meet the cleaning requirements and standards specified by NKF.

3.4 The Contractor shall ensure that all works are closely supervised and carried out in accordance with the proper work procedures and methods.

3.5 The Contractor shall compensate NKF, any tenant, or any other occupier of the building for any damage caused by its employees or agents to their equipment or property.

3.6 The Contractor shall provide professional advice and services to NKF on cleaning methods and the use of chemicals, tools and equipment. The Contractor shall compensate NKF for the cost of repairing or replacing any equipment, furniture, and/or fittings damaged during the cleaning process.

3.7 All materials and chemicals provided by the Contractor for the cleaning works shall be certified as safe and suitable for use in commercial and public environments. The Contractor shall submit copies of the relevant certifications issued by the appropriate authorities in Singapore.

3.8 The Contractor shall ensure that all chemicals and solvents are used strictly in accordance with the respective manufacturers' instructions. The Contractor shall submit the relevant Material Safety Data Sheets (MSDS) to NKF for approval before any such chemicals or solvents are used on site.

3.9 The Contractor shall ensure that no chemical residue remains after the completion of the cleaning works that may adversely affect the indoor air quality.

3.10 NKF shall have the right to claim from the Contractor for any medical expenses incurred as a result of irritation (e.g. irritation to the lungs or skin) caused by the chemicals used in the cleaning works. NKF shall also have right to recover from the Contractor the costs of any rectification works required to remove or remediate such chemicals.

3.11 The Contractor shall be responsible for the care and safekeeping of its own tools and equipment during the performance of the cleaning works and shall not make any claim against NKF for any loss of or damage to such tools and equipment.

3.12 The Contractor shall exercise strict control over the conduct of its workers at the work site. NKF's Security Officer shall have the right to deny entry to or remove from the building any of the Contractor's workers who are found to have engaged in misconduct.

3.13 The Contractor shall comply with all applicable legislation, laws, regulations, and safety requirements in force during the performance of the Services.

3.14 The Contractor shall erect and maintain proper and warning signs and barriers throughout the performance of the works to ensure the safety of all occupants and visitors to the premises.

3.15 The Contractor shall ensure that only female cleaning staff are assigned to clean the ladies' toilets.

3.16 The Contractor shall protect the premises, furniture and equipment and property belonging to the occupants of the premises from any loss of or damage caused by the carelessness, negligence or other acts or omissions of the Contractor or its workers. The Contractor shall also be responsible for any loss of exposed sanitary fittings in the toilets. Any loss of or damage to such property shall be repaired, replaced or otherwise made good by the Contractor to the satisfaction of NKF and the occupants of the premises.

3.17 The Contractor shall comply with all applicable labour laws and regulations relating to the employment and engagement of its workers. Where applicable, valid work permits issued by the Ministry of Manpower shall be obtained for all foreign workers. The Contractor shall be solely liable for, and shall indemnify and keep indemnified NKF against any and all claims, actions, liabilities, losses, penalties, costs, and expenses arising from or in connection with the employment of foreign workers without the required permits.

3.18 The Contractor shall fulfil all obligations imposed on it in respect of its employees, including the payment of all wages and salaries due to them. The Contractor shall also make timely payment of all contributions required under the Central Provident Fund Act, payroll taxes, and any other applicable taxes, and shall be solely responsible for resolving any disputes relating to such matters.

3.19 The Contractor shall take all necessary measures to prevent mosquito breeding and shall be solely liable for any fines or penalties imposed by the National Environment Agency arising from its failure to do so.

3.20 The Contractor shall provide competent staff and take all reasonable measures to ensure that such staff and all persons employed by the Contractor in connection with this Contract are fit for their duties, well-mannered and of good conduct. The Contractor shall further ensure that all workers engaged in connection with this Contract meet the minimum legal working age requirements.

4.0 AWARD OF CONTRACT

4.1 NKF reserves the right to award this contract in whole or in part and to amend the commencement date of the Contract. Any such amendment shall be subject to the mutual agreement of the parties.

4.2 This contract shall be governed by and construed in accordance with the laws of the Republic of Singapore. The parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

5.0 CONTRACT DURATION

The Contract shall be for a period of thirty-six (36) months commencing on **1 July 2027** (the "**Commencement Date**") and expiring on **30 June 2030** with an option, exercisable by NKF to extend the Contract for a further period of thirty-six (36) months on the same terms and conditions.

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6.0 NOTICES

6.1 The Contractor shall notify NKF in writing of the address at which notices and instructions under this Contract may be served on the Contractor.

6.2 If the Contractor fails to notify NKF in writing of any change of address, all notices and instructions sent by post to the address stated in the signed Agreement shall be deemed to have been duly served.

7.0 OWNER OBLIGATION & RIGHT

7.1 The Work Specifications and Manpower Requirements, or any part of this Agreement, may be amended from time to time by NKF upon giving the Contractor one (1) month's prior written notice. Where appropriate, the Contract Sum shall be adjusted accordingly.

7.2 Notwithstanding anything to the contrary herein, NKF may, at any time, before the award of the Contract, amend the specifications set out in the RFP documents, provided that all affected vendors are given an opportunity to revise and submit their RFPs accordingly.

8.0 JOINT INSPECTION

8.1 Regular inspections shall be conducted jointly by the Contractor and NKF. Any work found not to have been carried out in accordance with the Work Specifications or to be below the required standard may be rejected by NKF. The Contractor shall, at its own cost, carry out all necessary rectification works to the satisfaction of NKF without any additional claim. If the Contractor fails to do so, NKF shall have the right to engage another Contractor to complete the outstanding work or to rectify the defective work, and all costs and expenses incurred by NKF shall be recoverable from the Contractor.

8.2 The Contractor shall arrange regular joint inspections with NKF's representatives and/or the Facility Management (FM) team, as required by NKF. Any defects identified during such inspections shall be reported to NKF's representatives promptly and the Contractor shall rectify such defects to the satisfaction of NKF.

9.0 SITE SAFETY MEASURES

9.1 In performing the Works, the Contractor shall comply with all applicable laws, regulations, codes of practice, and statutory requirements, including without limitation, all workplace safety and health legislation administered by the Commissioner for Workplace Safety and Health under the Ministry of Manpower (MOM).

9.2 The Contractor shall ensure that the work site is maintained in a safe condition at all times and that all Works are carried out in compliance with all applicable laws and regulations. All safety measures and safety provisions shall be properly maintained and shall not be removed or altered without the prior written approval of NKF. The Contractor shall ensure that its workers take all necessary and adequate safety precautions in carrying out the Works. .

9.3 The Contractor shall provide at least one (1) safety helmet at each NKF Dialysis Centre for use by the cleaners and shall ensure that such safety helmet is

properly maintained and available for use whenever required.

10.0 OCCUPATIONAL HEALTH AND SAFETY

10.1 The Contractor shall take all reasonable and proper safety precautions to prevent death or injury to any person or damage to any property at or near the Site. In particular, all equipment used by the Contractor shall be operated, maintained and stored in a manner that prevents unauthorized use and minimizes the risk of accidents, death, injury, loss or damage arising from the use of such equipment. In addition to complying with all relevant statutory requirements, standards and other provisions of this Contract, the Contractor shall:

10.2 Ensure that all of the Contractor's personnel are familiar with and comply with all relevant occupational health and safety legislation, regulations and requirements.

10.3 Immediately remove from the Site any materials which, in NKF's reasonable opinion, may constitute a health hazard or are defective, unsuitable or inadequate for the Services for which they are required.

10.4 Ensure that all electrical equipment, materials, extension cords, fittings and other items provided for the Services comply with the requirements of all Relevant Authorities and are inspected, tested and tagged by a competent person at least once every six (6) months.

10.5 Take all reasonable precautions to prevent damage to glass, ceramic tiles, and other fragile surfaces.

10.6 Take all reasonable precautions to prevent fire, the generation of smoke, or the release of any noxious substances through "out-gassing".

10.7 Clean and maintain the first aid facilities provided by NKF at the Site (if any) and supplement such facilities with any additional resources necessary for the proper and safe provision of the Services.

10.8 Ensure that the Contractor's personnel comply with all safety procedures, premises rules, house rules and other requirements applicable to the Site.

10.9 Remedy any failure to comply with any safety procedure or requirement applicable to the Site upon receiving notice from NKF and notify NKF within one (1) working day of any unsafe condition or non-compliant equipment or process identified.

10.10 Ensure that the Contractor's personnel are adequately trained and instructed in the safe and proper use, handling and operation of all materials relevant to the Services and provide reasonable evidence of such training to NKF upon request.

10.11 Ensure that the Contractor's personnel are adequately trained and instructed in the emergency response and evacuation procedures applicable to the Site. The Contractor shall also ensure that its personnel have completed accredited occupational health and safety training as required and are provided with all necessary personal protection equipment (PPE).

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11.0 CONTRACTOR'S EMPLOYEES

11.1 The Contractor shall provide competent cleaners and other personnel to perform the Works.

11.2 NKF shall have the right to instruct the Contractor to deploy additional cleaners or to engage other personnel or its own labour to supplement routine and periodic works such as external wall cleaning or to complete and execute any other works, if in the opinion of NKF, the works are unsatisfactory due to the Contractor's poor performance or for any other reason whatsoever.

11.3 The Contractor shall obtain NKF's prior written consent before deploying foreign workers (with valid work permits) to perform cleaning duties.

11.4 The Contractor shall provide and employ an adequate number of skilled workers and supervisors in such numbers as specified in the Work Specifications to ensure the proper and efficient execution of the Works. All such workers shall possess valid work permits or approvals required under Singapore law to perform work in Singapore.

11.5 The Contractor shall ensure that all workers and supervisors possess the following skills and qualifications necessary to perform and complete the Works in accordance with the standards required by NKF.

a) Environmental Cleaning WSQ courses or equivalent qualifications; and

b) Basic English literacy sufficient to enable workers and supervisors to communicate in simple English, whether verbally or in writing.

11.6 The Contractor shall not deploy or use any workers engaged under this Contract to provide services at any tenant's premises. Any breach of this clause shall constitute a breach of Contract and may result in the imposition of penalties in accordance with the terms of this Contract.

11.7 NKF shall be at liberty to object to, and require the Contractor to remove forthwith from the Premises, any site personnel employed by the Contractor, who in the opinion of NKF has misbehaved himself, is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by NKF to be unsuitable for deployment on reasonable grounds relating to safety, security, conduct or performance.. Any person so removed from work shall be replaced as soon as practical by a competent substitute approved by NKF.

11.8 In the event of shortage of cleaning staff due to absenteeism, medical or annual leave, the Contractor shall take immediate steps to provide temporary replacement(s) to maintain the full complement of cleaning staff as specified in the Work Specifications. Such replacement(s) must be presented to KF's representative no later than **two (2) hours** after the commencement of the relevant shift. Failure to provide such replacement(s) shall result in the imposition of liquidated damages. The liquidated damage sum shall be deducted from any monies due to the Contractor or from the Contractor's bill for the current month.

11.9 No cleaning staff shall be released during the scheduled working hours unless an immediate replacement is provided. Failure to provide such replacement(s) shall result in the imposition of penalty in accordance with the Contract.

11.10 The Contractor shall, before the commencement of the Contract, provide NKF

with a team of workers deployed for daily scheduled works and a separate team of float cleaners for periodic works including relief cleaning duties.

11.11 All cleaning staff listed in name list above shall be employed exclusively for the execution of this Contract and shall not be deployed for any other job(s) or for any other Contractor(s) whether within the Premises or any other building.

11.12 Working age criteria and medical reports:

a) The Contractor shall submit a valid medical report of all workers who are above the prevailing retirement age stipulated by the relevant local authority.

b) The medical report shall be submitted to NKF before the worker commences work.

c) The medical report shall be dated not more than three (3) months prior to the date of submission and shall clearly state that the worker is "fit to work".

d) New cleaners who are above the stipulated age and are deployed after the commencement of contract shall also submit a valid medical report.

e) Each medical report shall be valid for a maximum period of twelve (12) months. A new medical report shall be submitted upon expiry if the worker continues to be deployed at the premises.

f) No person under the age of sixteen (16) years shall be employed for any work to be performed under this contract.

12.0 WORKMEN ATTIRE

12.1 The Contractor shall ensure that every workman is properly attired and must furnish a set of the staff uniform/appearance guide for the cleaning staff deployed. The design and quality of the uniform is subject to NKF's approval. NKF shall reserve the right to change the design and material of the uniform of the cleaners and supervisor at any point during the contract duration.

12.2 The Contractor is required to provide his cleaning staff with uniform. Design and material specified and to be approved by NKF. Upon approval, the Contractor shall not make any changes to the approved material and design of the uniform without prior written approval to NKF.

13.0 DUTY ROSTER

13.1 A comprehensive duty roster showing the deployment of the cleaning staff must be submitted to NKF at the beginning of each calendar month. An updated roster shall be submitted weekly to NKF and updated daily staff deployment shall be submitted daily not later than one (1) hour after commencement of any shift. Penalty shall be imposed for non-compliance.

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14.0 COMMUNICATION TOOLS

14.1 The Contractor shall make provision of handphone, email or facsimile machine, for easy and effective communication with NKF. Charges incurred by the Contractor in respect of this requirement shall be borne by the Contractor.

15.0 CLEANING EQUIPMENT AND MATERIALS

15.1 The Contractor shall supply all necessary chemical, materials, equipment, machines instruments and tools for the proper and efficient execution of the works. All cleaning equipment, machines, instruments and tools shall be approved by NKF prior to actual use on site.

15.2 In addition to the equipment, machines, materials and chemical listed, the Contractor shall in his professional judgment provide all other equipment that are necessary to enable him to perform the routine and periodic cleaning works to meet the requirements of the Contract.

15.3 The Contractor shall supply all the necessary equipment, machines, instruments, tools and materials for the efficient execution of the works including auto ride-on machines, floor scrubbing machines, floor burnishing machines, carpet extraction machines, vacuum cleaners, suction machines and high pressure cleaners. The Contractor shall also provide mop wringers, buckets, broom, dustpans, dust control mops, janitor carts with proper concealed compartments, X-trolley, window cleaning kits, wicker baskets filled with polythene, trolleys with rubber castors, for the transportation, signs barrier, mops, brushes, cloths, chamois leather, duster, scouring powder, toilet cleansers, mirror cleaners, emulsion polish for floor, furniture and partitions, floor sealers, wax stripper, disinfectants, deodorant blocks and other materials all of approved form, design, type, made and brand, as may be directed by NKF. In the event that the equipment/machines malfunction, it must be replaced with a workable one within reasonable timeframe.

15.4 The design, type and material of the janitor carts / trolley are subject to NKF's approval. Upon approval, the Contractor shall not make any changes to the approved material and design of the janitor carts / trolley without prior written approval to NKF.

15.5 NKF shall have the absolute discretion to determine the quantum of adequacy for toilets requisites.

15.6 Any materials or goods supplied which are found not up to or at the approved standard requirement shall be promptly removed and replaced with the best available in the local market by the Contractor without any prejudice whatsoever.

15.7 All cleaning tools and materials must not be left unattended at public areas. Failure to comply shall be subject to liquidated damages of S$100 per incident.

16.0 SPECIALIZED WORK

16.1 NKF reserves the absolute right to engage other Contractor to execute works and/or services which in its opinion are specialized in nature or in which the

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Contractor has failed to perform in accordance with the performance standards.

17.0 WORKPLACE SAFETY & HEALTH, RISK ASSESSMENT

17.1 The Contractor shall carry out a Full Risk Assessment of all cleaning works including all safe work method statements. A copy of the risk assessment shall be submitted to NKF for record purposes before work commencement.

17.2 Where required under the WSH Act, the Contractor must appoint a safety officer to take charge of all safety related issues on site.

17.3 The Contractor shall ensure all its staff, and suppliers are given appropriate Personal Protective Equipment (PPE) and must be worn at all times during work.

17.4 The Contractor shall ensure that all hazards and risk controls relating to usage of hazardous material / chemical are briefed to its staff, sub-Contractors & suppliers. A copy of the Safety Data Sheet (SDS) must also be maintained on site.

17.5 The Contractor shall report all workplace accidents / dangerous occurrence which happen on site to Ministry of Manpower within the required time frame by the Authority.

18.0 FLOOR MAINTENANCE PLAN

18.1 Within 14 days of the commencement of the Services, the Contractor shall compile and submit a Floor Maintenance Plan to NKF for review and approval.

18.2 The Floor Maintenance Plan shall review the frequencies, timings and procedures to be used by the Contractor to ensure an optimum standard of presentation is maintained at all times, Accord with best practices for slip resistance and provide a plan that ensures the floor surfaces are maintained to the recognised standard.

19.0 WATER AND ELECTRICITY

19.1 Water and electricity required for purpose of cleaning will be provided by NKF.

20.0 SECURITY

20.1 For security reasons, the Contractor shall provide NKF with particulars of his cleaning staff engaged, i.e.

a) Name
b) Identity Card / Passport Number
c) Citizenship
d) Sex and Age

20.2 NKF shall have the right to instruct the Contractor to remove any of his employees, who in the opinion of NKF is considered to be unsuitable for deployment at the Premises on reasonable security, safety or conduct grounds

20.3 For security reasons, cleaning of certain areas e.g. all offices, stores, plant room, workshop, etc shall be carried out with the permission and in the presence of NKF's representative.

21.0 SAFETY ARRANGEMENTS

21.1 The Contractor shall at all times observe and comply with all prevailing laws and regulations relating to safety now and thereafter in force and shall bear all costs connected with the compliance of same.

21.2 Proper and adequate warning signs or barriers shall be sufficiently large to attract attention and shall include words such as "Danger", "Keep Out", "Wet Floor", "Cleaning in Progress", "No Entry", etc as appropriate to be displayed at the prominent areas throughout the duration of the works.

21.3 The Contractor shall be responsible to take all safety precautions to eliminate dangers to his workmen, the general public and property of others.

22.0 DISPOSAL OF RUBBISH

22.1 Rubbish and all waste material should be properly tied up with proper trash bag before disposing it into the waste bin. Styrofoam boxes must be crushed manually by hand before dumping into the waste bin.

23.0 IRREGULARITIES

23.1 Should the Contractor be found to have committed any irregularities such as omitting the use of cleansing materials, using inferior materials and workmanship, poor or non-performance of services or creating nuisance in the Premises causing inconvenience to NKF or similar acts which are likely to bring NKF into disrepute and/or non-fulfilment of contractual obligation, NKF reserves the right to charge the Contractor a sum not exceeding S$2,000.00 per occasion as compensation to NKF. Thereafter, works shall be made good to the satisfaction of NKF at the Contractor's expense. NKF reserves the right to nominate other Contractors to complete the works and the expense incurred shall be borne by the Contractor if the irregular works are not subsequently made good to the satisfaction of NKF.

23.2 The amount imposed shall be paid to NKF as liquidated damages and not as penalty, the Contractor shall at his own expenses, rectify the irregularity to the satisfaction of NKF or his representative.

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24.0 GENERAL GUIDELINES AS TO CLEANING

24.1 Flooring, marble, columns, partitions and glass panels of common areas shall be cleaned, sealed and polished. The job is to be done in accordance with the recommended operational frequency as stated in the Cleaning Programme.

24.2 All items of cleaning products shall be used in accordance with the manufacturer's instruction or otherwise approved by NKF.

24.3 All scrubbing shall be done with an approved heavy duty-scrubbing machine.

24.4 All polishing works shall be done with an approved heavy-duty scrubbing machine and the approved type of polishing agent used.

24.5 Burnishing of floor shall be done with an approved high speed-burnishing machine.

24.6 The Contractor shall maintain and upkeep the tools and equipment at all times and ensure serviceability of these items.

24.7 Without prejudice to the requirement mentioned in the Work Specifications, the Contractor shall deploy sufficient cleaners to be stationed in the Premises to attend to the following works:-

a) Regular cleaning of toilets to maintain a continuous high standard of cleanliness

b) Constant checking of toilets to ensure that depleted toiletries are replenished at all times and the supply of toiletries are in adequate quantities

c) Constant checking of wash basin vanity counter to ensure that all the counter top are dry at all times

d) Continuous cleaning of the entrance steps, lobbies, parking bays, etc to ensure that all such areas are kept free of litters at all times

e) Cleaning of any spillage that may occur in any part of the Premises

f) Carrying out any other cleaning jobs as may be instructed by NKF

g) Continuous mopping of common areas during wet season, and

h) Cleaning, sealing and polishing of the floors of common areas.

24.8 A liquidated sum of $100.00 per irregularity shall be imposed on the Contractor for failure to comply with the above requirements.

24.9 All carpet floors (including floor mats) shall be brushed and cleaned with vacuum cleaners to remove dry particles and dirt as and when required but at least once a day.

24.10 Major shampooing of carpet to be done according to methods approved by NKF. All carpeted floors at office area shall be shampooed on a half-yearly basis.

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25.0 FAULT REPORT

25.1 The Contractor shall report all defects and damages of fixtures and fittings cleaned by him, to NKF as soon as it is detected during the course of his daily cleaning. The Contractor shall be held responsible for the damage(s) if he or his employees fail to make a report.

26.0 OPERATIONAL FREQUENCY

26.1 In conjunction with the operational frequency stated herein for the cleaning of the Premises, the Contractor is required, as part of the exercise, to draw-up a comprehensive programme for daily and periodic cleaning and be approved by NKF. The periodic cleaning programme should include not only the cleaning cycle but also the time frame for cleaning a specific area or facility supported by output calculation based on manpower and machines deployed in the area to be cleaned.

26.2 The programme shall show the details of staff to be deployed and machines and materials to be used.

26.3 The cleaning programme shall also include all high-rise cleaning in the Premises and the cleaning staff must be trained and certified fit to carry out such high-rise cleaning works.

26.4 All equipment must be handling by trained and qualified staff.

27.0 ASSIGNMENT OF CONTRACT

27.1 The Contractor shall not assign , either wholly or in part, the benefits or obligations of this Agreement without the prior written consent of NKF.

28.0 EMPLOYMENT OF ILLEGAL IMMIGRANT

28.1 The Contractor shall ensure that no illegal immigrants are employed for the execution of the works. If the Contractor is in breach of this provision, NKF shall not be responsible for such act or acts by the Contractor and the Contractor shall indemnify NKF for all consequences arising thereof.

28.2 For the purpose of this clause “illegal immigrant” means any person who enters Singapore in contravention of the provisions of the Immigration Act (chapter 81) or such statutory modifications, or re-enactment thereof for the time being in force.

29.0 RECORDS OF WORKMEN

29.1 The Contractor shall comply with the terms of any present or future legislation on the engagement of non-citizens and in this respect, and shall keep NKF indemnified.

29.2 The Contractor shall within one week after the receipt of the Letter of Award from NKF submit to NKF, the names of the workers for the purpose of the contract together with their relevant identification particulars consistent with Clause 20.1 and where applicable, work permit numbers and shall continue to be responsible for the notification of any changes thereof.

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30.0 INDEMNITIES

30.1 The Contractor agrees and hereby releases to the full extent permitted by law, NKF and its agents, servants, Contractors, invitees and employees in the absence of any negligence on the part of NKF from all claims and demand of every kind resulting from any accident, damage or injury occurring in the work site and The Contractor expressly agrees that in the absence of any negligence as aforesaid NKF shall have no responsibility or liability, whether to person and/or property as a result of any breakage, leakage, accident or event in the work site.

30.2 The Contractor will and thus hereby indemnify and hold harmless to NKF and its agents for and against all actions, claims, demands, losses, damages, cost and expenses for which NKF shall or may be or become liable in respect of and to the extent that they arise from:

a) The negligence, use, misuse, waste and abuse by the Contractor.

b) Loss, damage or injury from any cause whatsoever to property or person caused or contributed by the Contractor or any servant or agent of the Contractor.

c) Loss, damage or injury from any cause whatsoever to property or person within or without the work site caused or contributed to by any act, omission, neglect, breach or default of The Contractor or by servant or agent of The Contractor.

d) In the event of NKF being held liable for any damage or loss whatsoever arising out of any claims by any person in respect of any act, neglect or omission of the Contractor, its employees or agents, the Contractor shall indemnify and hold harmless NKF against such claims and any costs, charges and expenses in respect thereof.

e) The Contractor shall forthwith and as a condition precedent to the commencement of any work under this Contract take out at its own expense with an Insurance Company a policy or policies of insurance indemnifying the Contractor and NKF against all losses and claims for death, injuries or damage which may occur to any person (including any employee of NKF) or to any property (including that of NKF) as a result of the execution of the Contract task or in the carrying out of this Contract.

f) The Contractor shall indemnify and hold harmless NKF against all costs, liability, expenses and fines incurred or imposed upon NKF resulting from the employment of foreign workers by the Contractor.

g) NKF shall not be responsible to indemnify the Contractor for any death or injury of their works or loss and damage of their equipment. Also, the Service Provider shall be responsible for any injury, damage, loss or death howsoever incurred or sustained by NKF or any members or its staff arising from any act, omission, negligence or otherwise of the Service Provider and/or its drivers, servants or agents. In addition, the Contractor will keep NKF fully indemnified and harmless against any and all action, proceedings, damages, costs, claims, demands, expenses or losses whatsoever, arising out of any act, omission, negligence or otherwise of the Contractor, its employees or agents.

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31.0 MODE OF PAYMENT & SCHEDULE OF RATES

31.1 The Contractor shall submit to NKF Invoice and subject to the works having been executed to the complete satisfaction of NKF and the deduction of monies due to NKF for any breach of the terms and conditions of Contract by the Contractor.

31.2 The Contractor shall also price the rates in the Schedule of Rates for optional works to be carried out as and when instructed by NKF. Such optional works shall be computed and paid to the Contractor in accordance with actual quantities carried out and based on the Schedule of Rates quoted. The rates quoted in the Schedule of Rates for the optional works should also be inclusive of all costs of labour, transport, equipment, tools, material, supervision, establishment charges, profit, disposal fees (where applicable) etc. for the proper execution and completion of the works as well as complying to any requirements imposed by the Government or local authorities from time to time.

32.0 DETERMINATION OF THE CONTRACT BY N K F

32.1 On the happening of any of the events hereinafter set forth, the contract may be determined by NKF giving notice in writing to the Contractor but without releasing the Contractor from any existing liability in respect of breach, non- observance or non-performance of any of the terms and conditions of the Contract:

a) if without reasonable cause the work is wholly or partially suspended for any duration.

b) The Contractor fails to carry out the works to the entire satisfaction of NKF whose decision in this respect shall be final.

c) The Contractor if being an individual shall become bankrupt or if the Contractor being a company shall enter into liquidation whether compulsory or voluntarily or if a receiver shall be appointed to its undertaking or shall enter into arrangement for composition for benefits of its creditors or shall suffer any distress or execution to be levied.

d) breach or non-observance or non-performance of the terms and conditions or any of the terms in the RFP documents, including but not limited to the Conditions of the Contract.

32.2 In the event the Contractor does not carry out any of the works stipulated in the Specifications or carries out any item of work not in strict compliance with the Specifications, NKF may without determining the contract engage its own labour to perform such works, and in which event the Contractor shall be liable for all consequences expenses incurred by NKF.

32.3 NKF shall be entitled to recover from the Contractor the amount of any loss or damages suffered which result from such termination.

32.4 Notwithstanding any other provisions to the contrary, NKF shall have the right to terminate the contract by giving the Contractor **one (1) month's** advance written notice without assigning any reason whatsoever. The Contractor shall have the right to terminate the contract by giving **three (3) months'** advance written notice.

32.5 Any termination of this Contract howsoever caused shall not affect any right or liability which may have accrued prior to the date of termination (or expiry) of this Contract, and shall not affect the provisions stipulated to survive termination or expiry of this Contract.

32.6 This contract shall not be amended, modified, varied or supplemented except in writing duly signed by all parties.

32.7 All notices, requests, waivers, consents or approvals required or permitted to be made under the Contract shall be in writing and shall be deemed to have been duly given or made if addressed to the Contractor and left at or sent by registered post to the Contractor's usual or last known place of business in Singapore and any notice to NKF shall be deemed to be served on NKF by being forwarded by registered post to the registered address and a notice so sent by post shall be deemed to have been received at the time when it ought to have been delivered in the course of post at the address to which it is sent.

33.0 CONSEQUENCE OF TERMINATION

33.1 Upon termination of this Contract, the Contractor shall only be permitted to remove any of its apparatus and equipment which have been placed by it within the Building after satisfaction of all debts owed by it to NKF, failing which NKF shall have the right to dispose of them by sale or auction immediately and deduct from the proceeds of sale all and any monies due to NKF including all costs and expenses incurred by NKF in respect of such sale or auction.

34.0 QUANTIFICATION OF DAMAGES

34.1 NKF shall be entitled to quantify the compensation due to it for breakage or damage to the work site therein caused by the negligence of The Contractor or any servant or agent of the Contractor and to deduct the sum quantified from any monies due to the Contractor or to proceed to recover the said sum as a debt by the Contractor.

35.0 MISCONDUCT OF WORKMEN

35.1 The Contractor is required to exercise firm control over the conduct of his agents, servants and employees and workmen on the site.

35.2 The Contractor shall immediately dismiss from the site any person or persons whose continued employment thereon is in the opinion of NKF unsuitable for deployment on reasonable grounds relating to safety, security, conduct or performance.and such opinion shall be final, binding and conclusive.

36.0 PRECAUTIONS TO PREVENT NUISANCE

36.1 The Contractor shall take all reasonable precautions to prevent any nuisance or inconvenience to NKFs, tenants or occupiers of the work site and to the public generally.

ANNEX B

37.0 TIME AND ATTENDANCE

37.1 The Contractor shall implement an electronic time and attendance system (facial bio-metric device) at a designated location to be informed by NKF to record the working hours of the assigned cleaners. The system must be approved by NKF before implementation. Facial bio-metric device required for NKF premises, location of installation will be advised by NKF.

Accepted By:

Authorized Signature: _____

Signatory's name: _____ Signatory's title: _____

Vendor's name: _____ Vendor's stamp: _____

No: _____