

EMPLOYER'S DIRECT CONTRACTORS OBLIGATIONS

REGISTRATION OF FACTORY

1. Employers Direct Contractor (hereinafter referred to as "Direct Contractor") shall apply to the Commissioner for Workplace Safety and Health to register their premise as a Factory prior to commencement of his Direct Contract Works.
2. The Direct Contractor shall forward a copy of his "Certificate of Registration of a Factory" issued by the Commissioner for Workplace Safety and Health to the Main Contractor prior to commencement of his Direct Contract Works. No works shall commence without the above.
3. The Direct Contractor shall be thoroughly familiar and ensure full compliance with all enactment or re-enactment thereof the Workplace Safety and Health Act (2006) and its subsidiary legislations, as listed but not limited to in **Appendix 1**.
4. In the event of not being granted with the "Certificate of Registration of a Factory" issued by the Commissioner for Workplace Safety and Health, the Direct Contractor shall be a stakeholder of the workplace where his duties as a person shall be in accordance to Part IV of Workplace Safety and Health Act (2006)

LABOUR FORCE

5. The Direct Contractor and his sub-contractors shall, during the duration of the Direct Contract Works, provide and employ only such foreign workmen who possess valid Work Permits/ Employment Pass issued by the Ministry of Manpower.
6. The Direct Contractor shall submit monthly cumulative attendance for his workforce to the Project Consultants and/or the Employer or the Employer's Authorised Representative.

WORK PERMIT/EMPLOYMENT PASS

7. The Direct Contractor shall be responsible for ensuring all foreign workers and staffs engaged in the Direct Contract Works possess valid Work Permits, Employment Passes and Job designated Safety Training Certificate for the duration of their employment for the Direct Contract Works.

THE EMPLOYMENT OF FOREIGN WORKERS ACT (CAP 91A) AND THE IMMIGRATION ACT (CAP 133)

8. The Direct Contractor hereby undertakes that he will not;
 - 8.1 Employ and ensure that all of his sub-contractors will not employ any Foreign Worker as defined under the Employment of Foreign Works Act (Cap 91A), its subsidiary legislation and/or all enactment or re-enactment thereof (hereinafter collectively referred to as “the Employment of Foreign Workers Act”) unless the Direct Contractor or his sub-contractors have obtained in respect of the Foreign Workers valid work permit required by the Employment of Foreign Workers Act which allows the Foreign Workers to work for the Direct Contractor or his sub-contractor. The Direct Contractor shall ensure that the said employment of the Foreign Workers is in accordance with the conditions of the work permit/employment pass; and/or
 - 8.2 Harbor or employ and ensure that all of his sub-contractors do not harbor or employ any person who has acted in contravention of the provisions of the Immigration Act (Cap 133), its subsidiary legislation and/or all enactment or re-enactment thereof (hereinafter collectively referred to as “the Immigration Act”); and/or
 - 8.3 Contravene any or the provisions of the Employment of Foreign Works Act and/or the Immigration Act.
9. The Direct Contractor shall be liable for and shall indemnify the Main Contractor against any damage, expense, liability, loss, claims, proceedings and/or penal sanction whatsoever arising out of or by reason of the committing of any offence under the Employment of Foreign Workers Act and/or the Immigration Act by the Direct Contractor and/or his sub-contractors and/or of any breach or default by the Direct Contractor of the undertaking to be submitted strictly in accordance with the specimen set out in **Appendix 2**.
10. For the avoidance of doubt, the Main Contractor will not consent nor in any way condone the contravention of any of the provisions of the Employment of Foreign Workers Act and/or the Immigration Act. The Main Contractor shall therefore be entitled to carry out checks and inspections of the Direct Contractor’s workers as well as the workers of any tier of lower tier sub-contractors to ascertain whether there is any contravention of the provisions of the Employment of Foreign Workers Act and/or Immigration Act.
11. Where, in the Main Contractor’s opinion, there is a contravention of any provision of the Employment of Foreign Works Act and/or Immigration Act, the Main Contractor shall be entitled, in respect of such a contravention to deny entry, and/or evict any person employed by the Direct Contractor and/or his sub-contractors from the Site. In such an event, the Direct Contractor and/or his sub-contractors shall not have any claim or recourse whatsoever against the Main Contractor.

12. To facilitate the checks and inspections by the Main Contractor, the Direct Contractor shall;

- a. Ensure that all his, as well as his sub-contractors' Foreign Workers and/or workers who are non-Singaporean Citizens shall have in their possession the respective valid original work permits as required under the Employment of Workers Act and/or permits and/or employment passes as required under the Immigration Act;
- b. Provide to the Main Contractor a copy of the Register, which pursuant to Employment of Foreign Workers Act, the Direct Contractor shall keep of Foreign Workers;
- c. Update the aforesaid Register at all times and provide to the Main Contractor a copy of such updated Register;
- d. Before any Worker, including Singapore Citizens, employed by the Direct Contractor and/or his sub-contractors is allowed to work on the Site, the Direct Contractor shall submit to the Main Contractor the name and the following information in respect of such Foreign Worker and/or Singapore Citizen;
 - (a) Name according to legal identification document;
 - (b) Nationality;
 - (c) Passport number/copy;
 - (d) Sex and age;
 - (e) Work permit number/copy or employment pass number/copy;
 - (f) Expiry date of work permit or employment pass;
 - (g) Job description;
 - (h) Employer's name and address;
 - (i) Job designated Safety Training Certificate, such as Construction Safety Orientation Course (CSOC) for Workers Certificate.

Original documents for verification of items (a), (b), (c), (e) (f) and (i) must be produced to the Main Contractor prior to the Main Contractor issuing a security pass to the Direct Contractor for his workers. In the event that the Main Contractor is not satisfied that the correct documentation has been duly provided or, for any other reason whatsoever, is not prepared to allow any worker to enter the Site, such reasons not being required to be substantiated or detailed by the Main Contractor, the Main Contractor may deny access to the Site of the said worker and the Direct Contractor shall have no claim against the Main Contractor for such action.

The procedure for Site Entry Passes can be found in **Appendix 3**.

- e. Update and submit to the Main Contractor the information as stated in preceding sub-clause on a monthly basis; and
- f. Ensure that such security passes are worn at all times by all the workers on the Site.

13. The Direct Contractor shall ensure that his workers and his sub-contractor's workers do not carry out any activity or business, whether it is legal or otherwise, which is not directly related to the Direct Contract Works.
14. The Direct Contractor shall ensure that its workers and its sub-contractor's workers comply with the Main Contractor's access, delivery routes, security and site rules which may be revised from time to time at the Main Contractor's sole discretion.
15. In the event of any accident or unsafe act or any other matters arising from the illegal foreign workers, the Main Contractor shall not be held liable nor be responsible for any loss or cost due to the Direct Contractor's non-compliance. All matters, losses and costs will be borne by the Direct Contractor and all allied costs and expenses eventually incurred by the Main Contractor shall be claimable and recoverable from the Direct Contractor.

SITE MANAGEMENT TEAM

16. The Direct Contractor shall submit to the Main Contractor an organisation chart stating the persons-in-charge ("the Management Team") of the Project. As soon as the Direct Contract Works are being executed, the Direct Contractor shall ensure that the Management Team is assigned full-time on the Project/Site so that they can deal directly with the Main Contractor closely in all aspects of progress and co-ordination matters. The Management Team shall give his whole time to the superintendence of the Direct Contract Works.

SITE MEETINGS

17. The Main Contractor may, from time to time during the period or extended period of the Main Contract and as often as he may desire, hold such site meetings at the site office for the purpose of monitoring and co-ordination of the various project works. The attendance of the Direct Contractor, at his own costs, is absolutely compulsory. The Direct Contractor shall ensure that such meetings are attended by a senior member of his organization who shall be well versed with the Project and be able to make any decisions on behalf of the Direct Contractor. The Direct Contractor agrees that any decisions made by the said senior member shall be binding on the Direct Contractor.

CO-ORDINATION OF WORKS

18. The Direct Contractor hereby acknowledges and confirms that he is fully aware that there are other contractors, nominated sub-contractors and sub-contractors (hereinafter collectively referred to as "Other Sub-Contractors") working simultaneously with him at the vicinity of or on the Site. The Direct Contractor shall fully co-operate and co-ordinate his works with the Main Contractor and/or the Other Sub-Contractors to ensure that their requirements are met and ensure he does not delay the Works and the final handover of the Works and the T.O.P. schedule.

The Direct Contractor shall provide all necessary information regarding his own requirements to the Main Contractor and the relevant Other Sub-Contractors. The Direct Contractor shall also make all necessary checks prior to the delivery and installation of the Direct Contract Works or any phase or part of the Direct Contract Works to ensure that all of the above mentioned requirements are properly met in good time to avoid delay to the Direct Contract Works and the works of the Main Contractor and the Other Sub-Contractors. Any remedial work by the Direct Contractor as a result of the Direct Contractor's failure to provide necessary information or to carry out inspection or checking in good time shall be carried out at the Direct Contractor's own expense.

DELIVERY

19. Deliveries shall be through the Main Contractor's designated access routes and at times agreed by the Main Contractor. Because of the congested nature of the site, delivery may be at night or other times outside of normal working hours. The Direct Contractor is deemed to have allowed for all labour, supervision and costs for complying with this delivery requirement.

In addition the Equipment / Materials delivery on site shall comply with **Appendix 4**.

SITE SETTING OUT

20. The Direct Contractor shall officially request setting out information and reference points from the Employer. The Main Contractor will provide reference points only and the Direct Contractor shall be responsible for his own setting out.

The Direct Contractor shall be fully responsible for:

- 20.1 The accurate setting out of the Direct Contract Works in relation to such control points, lines and levels of reference given by the Main Contractor;
- 20.2 The correctness of the position, levels, dimensions and alignment of all parts of the Direct Contract Works; and
- 20.3 The provision of all necessary instruments, profiles, templates, rods, equipment, apparatus and labour in connection with the foregoing responsibilities.

21. The Direct Contractor shall check the as-built dimensions at the Site prior to execution of the Direct Contract Works to ensure that space limitations are noted and are adequate for the execution of the Direct Contract Works. The Direct Contractor shall be fully responsible and shall pay for all design changes, modifications, re-submission of shop drawings etc. that may be rendered necessary and all associated/additional costs that may be incurred or will be incurred by the Main Contractor as a result of the Direct Contractor's failure, neglect, omission, default or breach to ascertain the as-built dimensions.

PENETRATIONS AND BOX-OUTS

22. The extent of any penetrations, recesses, box-outs or punching through the structure and etc. have been allowed as per the information or provisions provided by Superintending Officer. In the event the Direct Contractor require the size and location of holes, recesses, openings etc. to be formed in floors, walls and other parts of the builder's work to be changed, the Direct Contractor shall bear all associated cost of remedial and rectification works.

CUTTING AND DRILLING/CORING

23. Notwithstanding Clause 21, if the Direct Contractor required additional cutting and drilling / coring, the Direct Contractor shall ascertain and confirm the extent of any cutting and drilling/coring etc. for pipework, ducting, fittings and etc. in the walls, floors and ceilings with the Superintending Officer/Main Contractor and bear all costs associated with this work.

BUILT-IN OR CAST-IN ITEMS

24. The extent and locations of any built-in, cast-in items, sleeves, plates and etc, for equipment, cladding and etc., have been allowed as per the information or provisions provided by the Superintending Officer. In the event the Direct Contractor require the size and location of the built-in or cast in items in floors, walls and other parts of the builder's work to be changed, the Direct Contractor shall bear all associated cost of remedial and rectification works.

PRESTRESSED CABLES / POST TENSIONED BEAMS

25. The Main Contractor will mark out the locations of any prestressed cables / post tensioned beams and provide reference drawings. If Direct Contractor required to mount any of the equipment onto any such prestressed cables / post tensioned beams, the Direct Contractor shall obtain PE's calculation and endorsements at his own cost.

ATTACHMENTS TO STRUCTURAL STEEL

26. The Direct Contractor should ascertain and confirm the extent of any attachments to the structural steel system with the QP and bear all costs associated with this work.

SAFETY, HEALTH AND ENVIRONMENTAL REQUIREMENTS

27. The Direct Contractor and its employees, agents and sub-contractors shall observe and comply with all safety, health, environmental and other statutory requirements applicable to the Direct Contract Works.
28. The Direct Contractor and its sub-contractors shall observe, and comply with all site safety rules and regulations and carry out all safety measures, recommendations and regulations as may be given or necessary or requested by any relevant governmental authorities, the Workplace Safety and Health Acts its subsidiary legislation, Approved Code of Practices, Environmental Public Health Act, Fire Safety Act and / all enactment or re-enactment thereof, the Employer's and / or the Main Contractor's safety programme and safety management system pertaining to site safety, site environmental control programme for public health. The Direct Contractor shall also impose these conditions on all people for whom the Direct Contractor is responsible.
29. The Direct Contractor is required to place the highest importance and priority on safety, health and the protection of the environment during the performance of the Direct Contract Work.
30. The Direct Contractor shall be responsible for safety related to and during the performance of the Direct Contract Work at the Factory (defined by the Workplace Safety and Health Act) hereinafter referred to as the "Work Site"; and shall take reasonable measures to ensure that it and its subcontractors provide and maintain a safe working environment and properly protect (i) all persons in proximity of the Work Site, employed or otherwise, from risk of injury and danger to health and (ii) property from damage or loss. This includes any access, delivery routes, etc. that falls outside of the Work Site.
31. The Direct Contractor shall inspect the Work Site and become familiar with the safety, health, environmental conditions at the Site(s) where the Direct Contract Work is to be performed and attend the "Inaugural Meeting" before commencement of the Direct Contract Work.
32. Before starting work on the Work Site, the Direct Contractor shall effectively communicate to its employees and the employees of its sub-contractors and throughout their employment at Work Site that they are made aware of safety and health regulations and are notified that compliance therewith is a condition of their continued employment at Work Site. Direct Contractor shall remove from the Work Site any of its employees or sub-contractors' employees that refuse to abide by such safety, health and environmental regulations, unless such removal is prohibited by applicable Law. Compliance with these safety rules and regulations by the Direct Contractor shall not relieve the Direct Contractor of its obligation to always use due care in performing the Direct Contract Work hereunder.

33. The Direct Contractor shall not permit a hazardous, unsafe, unhealthy or environmentally unsound condition or activity over which it has control to be conducted at the Work Site.
34. The Direct Contractor shall ensure that construction tools, construction equipment, temporary facilities, and other items used in performance of the Direct Contract Work, including but not limited to lifting appliances, scaffolding, forms, sheds, huts and trailers, whether purchased, rented or otherwise provided by the Direct Contractor, its sub-contractors, are in safe, sound and good condition and capable of performing the functions for which they are intended.
35. The Employer or the Employer's Authorised Representative may inspect at reasonable times the Work Site and appropriate work records to ascertain the Direct Contractor's and its sub-contractor's compliance with the safety, health and environmental requirements of the Direct Contract; however, neither the existence nor exercise of such right shall relieve the Direct Contractor of its responsibility for monitoring its own and its sub-contractors' compliance with the safety, health and environmental requirements of the Direct Contract and fulfilling all its other obligations there under with respect to health, safety and the protection of the environment. Should the Main Contractor notify the Direct Contractor to abate a condition deemed by the Main Contractor in its sole judgement to be hazardous, or any failure by the Direct Contractor to observe the requirements of this Article, and if the condition is not promptly corrected, the Main Contractor shall have the right to stop all the Direct Contract Work being performed by the Direct Contractor at the Work Site and to take any other affirmative action necessary to correct the condition on behalf of and against the financial account of the Direct Contractor.
36. All line supervisors and workers employed by the Direct Contractor and its sub-contractors must be safety trained for the respective groups of workers and shall possess the Construction Safety Orientation Course (CSOC) for Workers Certificate issued by a MOM Accredited Training Provider.
37. Any administrative charges imposed arising from the infringement of any safety requirements shall be borne solely by the Direct Contractor.
38. The Direct Contractor and its sub-contractors shall also ensure that all safety equipment is used properly and shall be responsible for all aspects of safety in the Direct Contract Works.
39. The Direct Contractor shall maintain at all times sufficient and adequate, for the safe efficient execution of the Direct Contract Works, the following, but not limited to:
 - 38.1 signs, direction displays, warning notices, etc;
 - 38.2 barricades, protection and coverings to all holes and openings;
 - 38.3 barriers, handrails and toeboards to all excavated openings & shafts;

- 38.4 Personal Protection Equipment (PPE) such as life lines, safety belts, safety harnesses, safety helmets with identification sticker and chin straps, safety footwear, safety vests, safety nets and catch platforms and other protective device and clothing;
- 38.5 safety devices, guards, etc to all plant and machinery;
- 38.6 fully equipped first aid facilities with qualified staffing; and
- 38.7 warning lights and flashing lights to prevent accidents.
- 40. The Direct Contractor shall ensure that only qualified operatives are allowed to operate construction equipment and power tools and power-operated fasteners.
- 41. The Direct Contractor shall also provide safety enclosures and screens to all hoisting and lifting equipment to ensure the safety of all personnel including wire mesh enclosures to hoist towers, landing gates with safety switches, belts and lights, handrails to machinery and mechanisms and protective covers to all operations.
- 42. All lifting appliances including a pulley block, gin wheel, chain block or set of chain blocks; lifting gears including any chain, rope, chain slings, rope sling, ring, hook, shackle, swivel, eyebolt and any cage or work platform used for carrying persons while it is suspended from the load line of a crane; lifting machines including any crane, crab, winch, teagle, runway, transporter, piling frame, piling machine and any work platform or suspended scaffold capable of being raised or lowered by climbers, winches or other powered device; shall be certified by an MOM Authorized Examiner for use and capacity and shall be regularly inspected and maintained. All hoisting and lifting shall be carried out strictly in accordance with the Authorities' regulations and safe working practice.
- 43. Storage of dangerous or hazardous materials on the Work Site or within any part of the constructed buildings shall comply with The Fire Safety Act. All appropriate safety precautions and notices will be deemed to be provided by the Direct Contractor until the removal of such materials from the Work Site.
- 44. The means, methods and procedures which the Direct Contractor proposes to employ in order to maintain safe conduct of work on the Work Site shall be submitted to the Employer for review but such submission shall in no case be deemed to relieve the Direct Contractor of his sole responsibility and liability under the terms of the Direct Contract.
- 45. The Direct Contractor shall conduct group safety meetings. The objective of these meetings is to ensure that the Direct Contractor takes positive action towards the safe conduct of the work on the Work Site.
- 46. The Direct Contractor shall conduct an Inaugural Meeting to explain the Safety Plan / Programme for the Direct Contract Works to the Employer with the Main Contractor's Representative sitting-in.

47. The Direct Contractor shall conduct **Risk Assessments**, prior to commencement of his works, in reference to the Workplace Safety and Health (Risk Management) Regulations 2006. This requires that in every workplace the Employer, Self-Employed Person and Principal conduct Risk Assessments on the activities to be carried out in that workplace. The Direct Contractor keeps proper records of these risk assessments and ensures that a copy is available for inspection by the Employer at the Direct Contractors office at the Work Site.

RESTRICT NUISANCE OF DUST AND NOISE

48. The Direct Contractor is to take all necessary steps and comply with any directions and requirements from any Authority and /or the Main Contractor to restrict the nuisance of dust, noise or other pollution. Pneumatic drills shall be fitted with silencers. Compressors shall be run quietly and shall be placed away from adjoining premises. The Direct Contractor shall take care to abate the nuisance caused by dust and shall sprinkle dusty areas with water frequently. No open fires will be permitted on the Work Site. The Direct Contractor shall immediately make good any damage to adjacent buildings caused by dust, noise or other pollution to the entire satisfaction of the Main Contractor and/or the Project Consultants.

THE GOVERNMENT DEMERIT POINT SAFETY SYSTEM

49. The Demerit Point System is used to identify contractors that warrant a recommendation for the debarment from employing foreign workers.
50. The Main Contractor has the unconditional right to inform the Ministry of Manpower of any breaches of safety arising from the Direct Contractor's failure to comply with the Safety Requirements as governed by the Workplace Safety and Health Act, and subsequent re-enactments. In such cases the Demerit Points will be levied against the Direct Contractor and Demerit Point Safety System shall apply to the Direct Contractor's company.

CLEANING UP PERIODICALLY

51. The Direct Contractor must comply with all Regulations and Requirements of the National Environmental Agency (NEA) including The Control of Vectors and Pesticides Act (Chapter 59).
52. The Direct Contractor shall be solely responsible for the removal of all debris / or waste arising directly or indirectly from the Direct Contract Works to an area or areas on the Site, which may be designated by the Main Contractor from time to time. Disposal routes and adequacy of protection along the routes outside of the Work Site leading to the designated disposal area shall be subject to the Main Contractor's review and approval.

53. The Direct Contractor shall also provide adequate workers to keep his operation areas clean and tidy.

CLEANING ON COMPLETION

54. On completion of the Works, the Direct Contractor shall:-
- 54.1 Remove all construction plants, surplus materials, rubbish, temporary works of every kind, huts , sheds, etc. to the complete satisfaction of the Main Contractor and / or Employer and shall be carried out by the Direct Contractor at his own expense; and.
- 54.2 Ensure that all area occupied by and used by the Direct Contractor shall be left in a clean and perfect condition to the complete satisfaction of the Main Contractors and / or Employer. Any final cleaning required prior to the Main Contractor's handing over to the Employer shall also be carried out by the Direct Contractor at his own expense.

PROTECTION OF DIRECT CONTRACTOR'S WORKS

55. From the Commencement Date of the Direct Contract until the issue of the Completion Certificate for the Main Contract works or the issue of the Temporary Occupancy Permit (TOP) by the relevant Authorities, whichever is the later, the Direct Contractor shall take full responsibility for the care of his materials and works. If any damage or loss shall happen to the Direct Contract Works or any part thereof or to any temporary works for any reason whatsoever, the Direct Contractor shall, at his own expense save and except as otherwise provided for in the Direct Contract, repair and make good such damage or loss.

The Direct Contractor is responsible covering and protecting the finished works and shall arrange with the Employer for the inspection and handover on completion

PROTECTION OF EXISTING MAIN CONTRACTOR'S WORKS

56. The Direct Contractor shall be responsible for executing the Direct Contract Works in such a manner so as to avoid any damage to other parts of the Main Contract Works. This applies to protection of Main Contract Works outside of the Work Site where the Direct Contractor is likely to use for access, delivery, etc. The method of protection shall be subject to Main Contractor's approval. If any damage or loss shall happen to the Main Contract Works or any part thereof, the Direct Contractor shall indemnify the Main Contractor against any damage or loss to these works and will make good all such damage or loss and will make full compensation thereof to the Main Contractor.

DIRECT CONTRACTOR NOT TO MAKE WRONGFUL USE OF OR INTERFERENCE WITH THE PROPERTY OF THE OTHER

57. The Direct Contractor his servants or agents shall not wrongfully use or interfere with the plant, ways, scaffolding, temporary works, appliances or other property respectively belonging to the Main Contractor or other Sub-Contractors, be guilty of any breach or infringement of any Act of Parliament or regulation, order or rule made under the same or by any other public or competent authority.

SCAFFOLDING

58. The Main Contractor shall allow the Direct Contractor the use of existing standing scaffolding. The Direct Contractor shall provide the scaffolding for his own scope of work exceeding the existing. The erection, use and maintenance of such scaffolding shall comply with safe work procedures and practices.

DIRECT CONTRACTOR'S WORKING SPACE, TEMPORARY OFFICES AND STORES

59. The Direct Contractor should request officially through the Employer the space required for his office and stores, and the working space required for his works. The Direct Contractor shall provide within his Work Site his own temporary office, store, etc. and shall remove such temporary office, store, etc. upon completion or prior TOP inspection, whichever is earlier, at his own cost.

He should make his own provision for lighting and utilities in these facilities.

60. All materials shall be stored by the Direct Contractor in a neat and orderly manner within his Work Site.

MESSROOMS

61. The Direct Contractor will have free use of the existing facilities until the issuance of the T.O.P certificate. In the event of these not being available he should provide his own.

HOISTING

62. The Main Contractor shall allow the Direct Contractor the use of existing hoisting and lifting facilities. The Direct Contractor shall provide the hoisting and lifting facilities for his own scope of work exceeding the existing.

LIGHTING AND POWER

63. The Main Contractor shall allow the Direct Contractor the use of existing temporary artificial lighting and power facilities. The Direct Contractor shall provide the artificial lighting and power facilities for his own scope of work exceeding the existing.

WATER

64. The Main Contractor shall allow the Direct Contractor the use of existing temporary water supply. The Main Contractor will provide one connection point or tap on each floor for the Direct Contractor to take water from. The Direct Contractor shall be responsible to connect including hoses, pipes and etc from the nearest connection point or tap provided by the Main Contractor.

TEMPORARY ACCESS AND TEMPORARY ROADS

65. Access to the Site and workplace shall be demarcated by the Main Contractor. The Direct Contractor shall share the access with Other Contractors/Sub-Contractors for this project and other users of land on the Site. The Direct Contractor shall be deemed to have allowed for all co-ordination, disruptions and delays occasioned by joint use of access to the Site and workplace.
66. The Direct Contractor shall take note of and allow for compliance with all restrictions including traffic restrictions.
67. The Direct Contractor shall ensure that all his vehicles are to be washed properly before leaving the Site and shall indemnify the Main Contractor and be responsible for all fines imposed by the Authorities for dirtying of the roads by his vehicles.

PROTECTION OF EXISTING ROADS, FOOTPATHS AND DRAINS

68. The Direct Contractor shall be responsible for cleaning up or making good existing roads, footpaths, drains etc. that have been damaged or soiled by him where applicable.

EXTRAORDINARY TRAFFIC AND SPECIAL LOADS

69. The Direct Contractor is solely responsible for obtaining all necessary approvals from the relevant Authorities in respect of any extraordinary traffic and special loads at his own cost.

WATCHING AND SITE SECURITY

70. The Direct Contractor shall safeguard the Direct Contract works, materials and plant from damage or theft including all necessary watching and lighting for the security of the Direct Contract Works for the duration of the Direct Contract period, or any extended period, at his own cost, after taking over the rooms and keys from the Employer

The Direct Contractor is responsible for protecting and securing his own works and for the proper handover to the Employer on completion.

WORKING HOURS

71. The Direct Contractor should note the site normal working hours and shall notify the Main Contractor through the Employer if he requires to work outside these times.

ALTERATION / MODIFICATION TO MAIN CONTRACT WORKS

72. In the event alteration /modification works affecting the Main Contract Works are required, the Direct Contractor shall at his own cost provide but not limited to the following:

- 72.1 Direct Contractor shall appoint his own Consultant / PE / QP for the works and shall bear all costs in connection with;
- 72.2 Direct Contractor shall submit directly to the Employer for all matters pertaining to the works and all associated costs such as Employer's / Project QP review, etc shall be borne by the Direct Contractor; and
- 72.3 Direct Contractor shall obtain all necessary approvals from the Employer / Main Contractor / Project QP prior to commencement of such alteration / modification works.

The Direct Contractor shall fully indemnify the Employer / Main Contractor for all alteration and modification done to the Main Contract Works.

TEMPORARY OCCUPANCY PERMIT (TOP)

73. The Direct Contractor shall undertake to apply for his own TOP (where applicable) and liaise directly with the Employer and their Project Consultant. All cost in connection with the application for TOP shall be at the Direct Contractor's expense.

EXECUTIVE SUMMARY OF MAIN CONTRACTOR AND DIRECT CONTRACTORS OBLIGATIONS

74. Please refer to **Appendix 5** for ease of reference.

INSURANCE

75. The Hospital Operator, Sengkang Health Pte Ltd, will effect and maintain the following insurances:

- (a) Erections All Risks Insurance; and
- (b) Work Injury Compensation Insurance ("WIC") under the Work Injury Compensation Act.

Copies of the Main Contractor's Insurance Policies are attached in **Appendix 6** for your reference.

We hereby confirm Acceptance of the above Terms and Conditions

FOR AND ON BEHALF OF

{name of Direct Contractor firm}

NAME OF SIGNATORY

COMPANY STAMP:

DATE :

WITNESS BY:

NAME OF WITNESS