

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In the Contract, unless the context otherwise requires:

- (a) **“Affiliate”** means, with respect to the Proposer, any entity that directly or indirectly controls, is controlled by or is under common control with the Proposer.
- (b) **“Agreed Purposes”** means the following purposes for which the Parties are intending to work together to maximise MW visitorship at the RCs and comprehensively meet MWs’ needs through improved offerings:
 - (i) the Operator shall run and manage the RCs. The Operator shall operate the RCs in a manner which makes it a safe and attractive environment for migrant workers to spend their leisure time;
 - (ii) the Operator shall operate the RCs with the intent of attracting and improving MW visitorship to RCs and promoting MW welfare, through the provision of all necessary services and amenities within the RCs; and
 - (iii) any other purpose(s) as may be mutually agreed in writing upon by both Parties.
- (c) **“Call for Proposal”** or **“CFP”** means the invitation to participate in the call for proposals in relation to the operation of the Recreation Centre and comprises all the proposal documents forwarded to the Proposer, inclusive of the Covering Letter, Instructions for Proposals, Terms and Conditions, Requirement Specifications, Evaluation Criteria and any other document and form enclosed.
- (d) **“Contract”** means the resulting contract between MOM and the Operator in relation to the operation of the Recreation Centre as a result of MOM’s acceptance of the Operator’s Proposal which terms and conditions are contained in the following:
 - (i) the Covering Letter;
 - (ii) the Instructions for Proposals;
 - (iii) the Operator’s Proposal;
 - (iv) these Terms and Conditions;
 - (v) the Requirement Specifications;

- (vi) the Letter of Acceptance; and
- (vii) any correspondence exchanged between MOM and the Operator which is agreed to by MOM in writing as amplifying or modifying the Call for Proposals or the Operator's Proposal,

including all schedules and annexes to such documents as relevant.

- (e) **“Control”**, in relation to a person, means (i) the right to exercise, directly or indirectly, at least 50 per cent of the voting rights attributable to the shares of the controlled person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.
- (f) **“Funding Agreement”** means the funding agreement, in the form set out in Part 5: Schedule 1 – Funding Agreement, to be entered into between MOM and the Operator pursuant to the Contract.
- (g) **“Letter of Acceptance”** means the letter issued by MOM accepting the Operator's Proposal.
- (h) **“Losses”** means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts' and consultants' fees), settlement sums and sums paid in satisfaction of a court, arbitral or expert award.
- (i) **“Master Tenancy Agreement”** means the master tenancy agreement, in the form set out in Part 6: Schedule 2 – Master Tenancy Agreement, to be entered into between MOM and the Operator pursuant to the Contract.
- (j) **“Migrant Worker”, “MW” or “MWs”** means a holder of a Work Permit (including domestic workers) or an S Pass holder.
- (k) **“MOM”** means the Government of the Republic of Singapore, as represented by the Ministry of Manpower.
- (l) **“Operator”** means a successful Proposer whose Proposal have been accepted by MOM.
- (m) **“Parties”** means MOM and the Operator, and **“Party”** means any one of them.
- (n) **“Proposal”** means the offer submitted by the Proposer to fulfil the Agreed Purposes in response to the CFP, and other documents submitted by the Proposer and accepted in writing by MOM as modifying such offer submitted by the Proposer.
- (o) **“Proposer”** means a person or its permitted assignees and successors offering to fulfil the Agreed Purposes pursuant to the

CFP, and shall be deemed to include two or more persons if appropriate.

- (p) **“Proposed Grant Amount”** means the total grant amount that a Proposer estimates it requires for the operation of the RC for the duration of the Funding Agreement and as stated in its Proposal, in the form set out in Part 4 Annex C.
- (q) **“Recreation Centres”** or **“RCs”** means the recreation centres located at the following addresses, and **“Recreation Centre”** or **“RC”** means any one of them:

S/No.	Name of recreation centre	Address
1	Kaki Bukit Recreation Centre (“KBRC”)	7 Kaki Bukit Ave 3, Singapore 415814
2	Woodlands Recreation Centre (“WRC”)	200 Woodlands Industrial Pk E7, Singapore 757177

- (r) **“Requirement Specifications”** means the specifications set out in Part 2 of the CFP and any amendment or addition to the aforesaid as may be mutually agreed in writing between the Parties from time to time.
- (s) **“Revenue”** shall mean all commercial revenue collected from or arising out of the RC, which shall include but not be limited to: any rental payments or incidental profits related to the rental of space in the RC such as proceeds from the operation of shop units, rental of shop units, event spaces, and vending machine spaces, and parking facilities.
- (t) **“S\$”, “\$”** or **“SGD”** means the lawful currency of Singapore.
- (u) **“Working Day”** means a day which is not a Saturday, Sunday or a public holiday in Singapore.

1.2 In the Contract, unless a contrary intention appears:

- (a) words in the singular include the plural and vice versa where the context requires;
- (b) the headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation;
- (c) references to a person include any company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having separate legal personality);

- (d) a reference to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”;
- (e) any reference to any legislation shall be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation;
- (f) “month” means calendar month and “day” means calendar day; and
- (g) for the purposes of computing time, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.

2. OPERATOR’S OBLIGATIONS

- 2.1 The Operator shall execute the Funding Agreement and the Master Tenancy Agreement (both in duplicate) and make payment of amounts required under the Master Tenancy Agreement within twenty-eight (28) days from the date of the Letter of Acceptance.
- 2.2 The Operator shall, within the timeline stated in Clause 2.1, deliver to MOM all of the following:
 - (a) the duly signed Funding Agreement (in duplicate) in the form set out in Schedule 1 of this Call for Proposal;
 - (b) the duly signed Master Tenancy Agreement (in duplicate) in the form set out in Schedule 2 of this Call for Proposal;
 - (c) the Security Deposit as set out under Clause 4.6 of the Master Tenancy Agreement; and
 - (d) a certificate of Stamp Duty issued by the Inland Revenue of Singapore (IRAS) in respect of the stamp fee paid on the Master Tenancy Agreement.

3. TERMINATION

- 3.1 If the Operator fails to execute the Funding Agreement or the Master Tenancy Agreement in accordance with Clause 2.1 (or within such extension of time as may be granted by MOM) or to observe or perform any of the provisions of the Contract, MOM shall, without prejudice to any other rights or remedies available to MOM (whether under the Contract, the Funding Agreement or the Master Tenancy Agreement, at law or in equity), be entitled to and may at any time terminate, with

immediate effect, the Contract, the Funding Agreement or the Master Tenancy Agreement by giving written notice to the Operator.

4. VARIATION

- 4.1 No variation of the Contract shall be of any force unless agreed upon in writing and signed by the authorised signatories of both Parties. A variation made in accordance with this Clause 7.1 shall not require consideration for the variation to be binding and enforceable.

5. RIGHTS OF THIRD PARTIES

- 5.1 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of the Contract.

6. GOVERNING LAW

- 6.1 The Contract shall be deemed to be made in Singapore and shall be governed by and construed in accordance with the laws of the Republic of Singapore.

7. DISPUTE RESOLUTION

- 7.1 Each Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute arising out of or relating to the Contract or its subject matter or formation. Each Party irrevocably submits to the jurisdiction of such courts.

8. ORDER OF PRECEDENCE

- 8.1 In the event and to the extent only of any conflict between provisions of the Contract, the conflict shall be resolved, subject to Clause 8.2, in accordance with the following order of precedence:
- (a) these Terms and Conditions;
 - (b) the Requirement Specifications;
 - (c) the Letter of Acceptance;
 - (d) the Instructions for Proposals;
 - (e) the Operator's Proposal (as amplified or modified by any correspondence exchanged between MOM and the Operator which has been agreed to by MOM in writing as amplifying or modifying the Operator's Tender Offer).

- 8.2 Where the Operator's Proposal (as amplified or modified by any correspondence exchanged between MOM and the Operator which has been agreed to by MOM in writing as amplifying or modifying the Operator's Proposal) contains provisions which are more favourable to MOM in relation to the rest of the Contract, such provisions of the Operator's Proposal shall prevail.
- 8.3 For the avoidance of doubt, this Clause 8 shall form an integral part of the Terms and Conditions referred to in Clause 8.1(a).

9. CORRESPONDENCE

- 9.1 Any notice ("**Notice**") shall be in writing and shall be deemed to have been duly given when it is delivered by hand or by prepaid registered post or electronic mail to the Party as follows:
- (a) in the case of the Operator, the address and electronic mail address set out in the Proposal; and
 - (b) in the case of MOM, the address and electronic mail address stated in the Covering Letter of the Call for Proposals.
- 9.2 Either Party may change its address and electronic mail address referred to above by giving the other Party written notice of the change.
- 9.3 A Notice sent by electronic mail shall be deemed not to have been received if the sender receives, within 24 hours after sending such electronic mail, a notification that such electronic mail has not been successfully delivered.

10. CONSORTIUM

- 10.1 As used in the Contract, "**Consortium**" means an unincorporated joint venture through the medium of a consortium or a partnership.
- 10.2 Where the Operator is a Consortium, the following shall apply:

Joint and Several Responsibility and Liability

- 10.2.1 Each member of the Consortium shall be jointly and severally responsible and liable to MOM for the due performance of the Contract.
- 10.2.2 Where the Operator is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Operator shall be jointly and severally liable for by the Operator's obligations and liabilities arising under the Contract.

Addition of members to Consortium

10.2.3 Any introduction of, or changes to, Consortium membership must be approved in writing by MOM.

10.2.4 Should any additional member be added to the Consortium at any time with the approval of MOM pursuant to Clause 10.2.3, such additional member shall be deemed to be included in the expression “the Operator”.

Withdrawal from Consortium

10.2.5 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:

- (a) the Contract shall continue and not be terminated, and
- (b) the remaining member(s) of the Consortium must carry out and complete the Contract.

11. INDEPENDENT OPERATOR

11.1 For the purposes of the Contract, the Operator shall be, and shall be deemed to be, an independent operator and not an agent or employee of MOM.