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Dated **[XX]**

**[Institution Name]**

...The Employer

and

**[XX]**

... The Project Manager

**APPOINTMENT OF PROJECT MANAGER**

FOR

**MINOR PROJECT WORKS**

**THIS AGREEMENT** made this [xx] day of [month] [year]

**BETWEEN**

- (1) [Institution Name] (the “Employer”) of the one part; and
- (2) [xx] (referred to herein as the “Project Manager”);

(the Employer and the Project Manager shall hereinafter collectively be referred to as the "Parties" and individually, a "Party")

**Whereas:**

- (A) The Employer intends to undertake minor project works (“Minor Project Works”) during the term of this contract which include, but are not limited to:
  - (i) Office work station expansion;
  - (ii) Conversion of space to different use;
  - (iii) Inpatient ward toilet expansion works;
  - (iv) Minor inpatient ward bed expansion works;
  - (v) Wallpaper replacement;
  - (vi) Minor reconfiguration of existing space;
  - (vii) Carpentry works; and
  - (viii) All such other works which the Employer deems to be Minor Project Works.
- (B) The Employer intends to appoint the Project Manager to provide professional project management services for the Minor Project Works undertaken by the Employer on the terms and conditions hereinafter set forth.

**It is agreed** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, including the Appendices hereto, the following words and phrases shall have the meanings hereby assigned to them except where the context otherwise requires:
  - 1.1.1 “**Agreement**” or any similar expression shall mean these presents, the Appendices and any amendment, modification or supplemental written agreement thereto as may be in force from time to time or any time in accordance with the terms and conditions set out herein.
  - 1.1.2 “**Basic Fee**” means the fixed fee stipulated in clause 8 to be paid by the Employer to the Project Manager in full consideration of the performance of the Basic Services as specified in and in accordance with this Agreement.
  - 1.1.3 “**Basic Services**” means the project management and other services in relation to the Minor Project Works undertaken by the Employer as are provided by the Project Manager under this Agreement and as are generally described in Appendix A.

- 1.1.4 "**Construction Contract**" means any construction contract entered into between the Employer and the Contractor for the construction and completion of the Minor Project Works.
- 1.1.5 "**Contractor**" refers to any contractor (including the main contractor, sub-contractors, suppliers, and other contractors) engaged by the Employer for the construction and completion of the Minor Project Works.
- 1.1.6 "**Competent Authorities**" means all government, statutory, regulatory, planning, building, development or other relevant authorities having jurisdiction or control over the Minor Project Works and/or the Parties.
- 1.1.7 "**Electrical Systems**" comprises any electrical installations including, but not limited to, High and Low Tension Distribution Network, transformers, busducts, switchboards, distribution boards, underground/surface cabling, lighting fittings (including within lift cars), signage lighting, wall and ceiling fans, wiring, earthing, cable support, Lightning (indoor and outdoor) systems, Uninterruptible Power Supply System, Standby Generator and Extra-low voltage systems.
- 1.1.8 "**Facilities**" includes, but is not limited to, buildings, Civil Engineering Facilities, Components and Elements, internal and external features such as walls, doors, signs, beams, ceilings, staircases, tanks, courts, fences, car-parks, roads, driveways, footpaths, manholes, sump pits, grating, open voids, tables, benches, lamps, windows, floorings, drains, culverts, awnings, claddings, façade, and rainwater pipes.
- 1.1.9 "**FM Contract**" means the Facilities Management Contract entered into between [xx] as the Facilities Management Vendor and the Employer dated [xx].
- 1.1.10 "**FM Vendor**" means the Facilities Management Vendor.
- 1.1.11 "**Force Majeure**" means any event or circumstance the occurrence and/or the effect of which the Party affected thereby is unable to prevent and avoid, notwithstanding the exercise of reasonable foresight, diligence and care on the part of that Party and shall, to the extent the following acts, events and conditions fall within the foregoing limitations, be limited to:
- (a) war, invasion, rebellion, revolution, insurrection or civil war;
  - (b) earthquakes, fire, lightning, or floods;
  - (c) strikes, lockouts, boycotts or labour disputes by or between persons other than the Project Manager's employees or other persons for whom the Project Manager is responsible; and
  - (d) terrorism, sabotage or arson.
- 1.1.12 "**Laws**" means any Act of Parliament, subsidiary legislation, law, bye-law, statute, rule, order, treaty and all rules, regulations, directives, orders and guidelines or any interpretation thereof for the time being enacted, issued or promulgated by any Competent Authority.
- 1.1.13 "**Mechanical Systems**" comprises any mechanical systems including, but not limited to, Air-conditioning systems, Pumps systems, Mechanical Ventilation systems, Fire Alarm and Protection systems, Pneumatic Tube, and Medical tube systems.
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- 1.1.14 “**MEP**” means any other Mechanical, Electrical and Plumbing Systems and equipment which are not specifically mentioned in clauses 1.1.7 and 1.1.13 above.
- 1.1.15 “**Required Consents**” means any planning permissions, listed building consents, building regulation approvals and all other permissions, consents, approvals, licences, certificates and permits whether of a public or private nature as may be necessary lawfully to commence, carry out and complete the Minor Project Works and the Services.
- 1.1.16 “**Safety and Health Regulations**” means all rules, regulations and directions pertaining to health and safety at work including (without limitation) all rules, regulations and directions made pursuant to the Employment Act (Cap 91), the Building and Control Act (Cap 29), the Workplace Safety and Health Act (Cap 354A), the Fire Safety Act (Cap 109A), the Environmental Pollution and Control Act (Cap 94A), or any remaking thereof or any amendment to a regulation therein and all practice directions, safety circulars and guidance notes published from time to time in connection therewith.
- 1.1.17 “**Safety Officers**” means the workplace safety and health officer or workplace safety and health co-ordinator, and such other persons as the Workplace Safety and Health Act 2006 may prescribe, who have been or shall be appointed in accordance with the Workplace Safety and Health Act 2006 for or in connection with the Minor Project Works.
- 1.1.18 “**Services**” means any or all of the project management and other services to be provided by the Project Manager under the Agreement which includes, without limitation, the Basic Services.
- 1.1.19 “**Site**” means the site on which the Minor Project Works are situated.
- 1.1.20 “**SOP Act**” means the Building and Construction Industry Security of Payment Act (Cap 30B) and all rules, regulations and directions made pursuant thereto.
- 1.1.21 “**Systems**” means the Electrical and Mechanical Systems collectively.
- 1.2 The headings to Clauses are for convenience only and shall not affect the interpretation thereof or of this Agreement.
- 1.3 In this Agreement unless the context otherwise requires:
- 1.3.1 words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing a person shall include a firm, partnership, entity, organisation, association, trust, company or corporation and vice versa;
- 1.3.2 the words “**herein**”, “**hereinafter**” and “**hereinbelow**” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not any particular provision of this Agreement;
- 1.3.3 references to Clauses, Recitals and Appendices are, unless otherwise stated, to clauses and recitals of and appendices to this Agreement. The Appendices form part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement;
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- 1.3.4 all references to dates or times shall be references to dates or times in the Republic of Singapore;
- 1.3.5 if any period of time is specified from a given day or the day of a given act or event, it is to be calculated exclusive of that day and if any time limit falls on a day which is not a business day in the Republic of Singapore (this being a day on which licensed banks are open for business in the Republic of Singapore) then that time limit is deemed to only expire on the next business day;
- 1.3.6 a reference to a statute, statutory provision, law, bye-laws, regulation, rule, decree, directive, statutory instrument or order includes a reference to any amendment, modification, consolidation, replacement or re-enactment of it for the time being in force and all statutes, statutory provisions, laws, bye-laws, regulations, rules, decrees, directives, statutory instruments or orders made or issued pursuant to it;
- 1.3.7 words denoting an obligation on a Party to do any act, matter or thing, include an obligation to procure that it be done, and words placing a Party under a restriction, include an obligation not to permit infringement, default or breach of the restriction; and
- 1.3.8 the *contra proferentum* rule shall not apply in the construction or interpretation of this Agreement and the language in all parts of this Agreement shall be construed and interpreted as a whole and neither strictly for nor against any of the Parties to this Agreement.

## **2. Appointment of Project Manager**

- 2.1 The Employer hereby appoints the Project Manager as the project manager for the Minor Project Works and the Project Manager accepts the appointment subject to and in accordance with the terms and conditions under this Agreement.
- 2.2 This Agreement shall be deemed to commence on the same date as the commencement of the FM Contract and shall remain in force for a fixed term of three (3) years (the “**Agreement Period**”) or until the conclusion and / or termination of the FM Contract whichever is the later, unless otherwise terminated in accordance with clauses 14, 15, and 16 of this Agreement.
- 2.3 This Agreement may be renewed on the same terms and conditions with the exception of this option to renew at the sole discretion of the Employer at the end of the Agreement Period for a further period of up to three (3) years.

## **3. Basic Services**

- 3.1 The Project Manager shall provide and perform the Basic Services in relation to the Minor Project Works in accordance with and subject to the terms of this Agreement.
- 3.2 The Schedule of Basic Services at Appendix A is a non-exhaustive list of the Basic Services that the Project Manager shall provide and perform in relation to the Minor Project Works and in accordance with and subject to the terms of this Agreement.
- 3.3 For the avoidance of doubt, the scope of the Basic Services to be provided by the Project Manager includes services not expressly indicated in this Agreement, but which is

reasonably inferable therefrom, or consistent therewith, and such services shall be performed by the Project Manager without any increase in the Basic Fee.

3.4 The Project Manager shall also provide as part of the Basic Services, all services relating to the Minor Project Works which are customarily provided in accordance with generally accepted project management practices in Singapore, to the extent that such services are not otherwise covered elsewhere in this Agreement.

3.5 For the avoidance of doubt, notwithstanding the date of this Agreement, it shall have effect as if it had been executed upon the commencement date that of the FM Contract and accordingly the rights, duties and obligations contained in this Agreement shall be deemed to have applied to the carrying out of any of the Services prior to the date of this Agreement.

3.6 In the event of any conflict within the services described or identified as Basic Services in this Agreement, the Employer shall decide on how such conflict is to be resolved. The Project Manager shall comply with such decision without any increase in the Basic Fee.

#### **4. [Not in use]**

### **5. The Project Manager's Responsibilities**

5.1 The Project Manager's attention is drawn to the fact that the general description of the Services to be provided by the Project Manager herein is non-exhaustive and any error or omission in said description shall not constitute a ground for his claim. The Project Manager agrees that it is entirely his responsibility to investigate and clarify the full extent and nature of the Services to be provided, and agrees that no claims arising out of a lack of clarity and/or availability of information in respect of the Services to be performed under this Agreement will be entertained.

5.2 The Services shall relate to the planning, administration, periodical supervision, and inspection of all elements of the Minor Project Works in accordance with the Minor Project Works / Employers' requirements, the project brief, the Construction Contract, and the terms and conditions of this Agreement, and all preceding, follow-up and other services necessary to interpret and implement the Employer's intention or purpose to achieve completion of the Minor Project Works.

5.3 The Project Manager warrants to the Employer that it has prior experience in providing project management services in connection with construction works. In the provision of the Services as may be required by the Employer, the Project Manager shall:

5.3.1 exercise all utmost skill, care and diligence in accordance with the highest industry practice;

5.3.2 carry out its duties, responsibilities and obligations diligently and with all such due expedition and at such rate as will enable the Minor Project Works to progress and proceed to its timely completion;

5.3.3 provide advice and assistance to the Employer to ensure integrity and safety of the Minor Project Works;

5.3.4 promptly and competently provide all expert and technical advice and skills which are normally required for the Services including, but not limited to, deploying qualified staff to assist the Employer to take over Minor Project Works carried out

- by the Contractor, attending pre-handing over inspections, conducting confirmation checks after defects rectification, conducting final handing-over inspection, and checking as-built documents;
- 5.3.5 ensure that all Minor Project Works shall be carried out to the highest standards and by competent personnel and that all materials and components and parts supplied or used by the Contractor shall conform with the design intent and specifications of the Employer (or if there are no such specifications, shall be of the highest quality) and shall be obtained only from merchants or manufacturers of the highest repute.
  - 5.3.6 comply with the directions and/or instructions of the Employer and/or its agents;
  - 5.3.7 always promote and protect the interests of the Employer in accordance with generally recognised standards of professional project management practice in Singapore;
  - 5.3.8 observe and comply with all Laws;
  - 5.3.9 ensure that the Contractor obtains all Required Consents;
  - 5.3.10 ensure that the Minor Project Works is in compliance with all relevant codes of practice and standards and the requirements and regulations of all Competent Authorities;
  - 5.3.11 co-operate, assist and supply the Employer with any relevant information and documents relating to and/or arising from the Services without charge and keep the Employer fully and properly informed on all aspects of the progress and performance of the Services; and
  - 5.3.12 attend to any other duties not listed above, but is necessary in connection to the fulfilment of the Project Manager's responsibility and obligations under this Agreement.
- 5.4 The Project Manager shall use its best endeavours not to do or omit to do anything which enables or is likely to enable the Contractor to:
- 5.4.1 treat the relevant Construction Contract as terminated;
  - 5.4.2 claim or become entitled to extra payment from the Employer (whether by means of a loss and/or expense claim or otherwise); or
  - 5.4.3 claim or become entitled to an extension of time under the relevant Construction Contract.
- 5.5 Any approval by the Employer and/or any Competent Authorities shall not release or discharge the Project Manager from its duties and obligations under this Agreement or at law.
- 5.6 The Project Manager shall keep the Employer informed immediately of any changes in any Laws which affect the Minor Project Works. The Project Manager shall also keep the Employer informed immediately of any changes in any scheme, layout, matter or thing embodied or shown in any plan or document issued by any of the Competent Authorities which affect the Minor Project Works. The Project Manager shall also advise the Employer of all implications and ramifications of such changes on the Minor Project Works, and shall make
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recommendations to the Employer and propose the best course of action taking into account the changes. In the event of a breach of this clause, the Project Manager shall indemnify the Employer for all losses, damages, costs and expenses whatsoever which may be incurred by the Employer as a result thereof.

5.7 The Project Manager shall:

- 5.7.1 comply with all applicable safety regulations including, without limitation, the Safety & Health Regulations and, without prejudice to the generality of the foregoing, perform all duties required of it under the Workplace Safety and Health Act 2006;
- 5.7.2 co-operate with and advise the Employer in relation to the Employer's discharge of all functions and duties required of it under the Workplace Safety and Health Act 2006 insofar as these relate to the Minor Project Works;
- 5.7.3 co-operate with the Safety Officers in relation to the Safety Officers' discharge of all functions and duties required of them under the Workplace Safety and Health Act 2006; and
- 5.7.4 co-operate with the Employer to eliminate or minimise risks to any person who may be affected by the Minor Project Works.

5.8 The Project Manager shall render such advice and assistance, as may be required by the Employer, in respect of any dispute or difference between the Employer and the Contractor, arising out of or in connection with the Minor Project Works. The costs of rendering such advice and assistance shall be agreed between the Parties in good faith.

5.9 The Project Manager shall supervise, coordinate and provide all necessary interfacing and integration of the Minor Project Works including (without limitation) the work and/or services provided by the Contractor. Without limiting the generality of the foregoing, the Project Manager shall:

- 5.9.1 coordinate the Minor Project Works including (without limitation) the work and/or services provided by the Contractor or suppliers directly engaged by the Employer, to ensure compliance with the Laws and facilitate the smooth progress and timely completion of the Minor Project Works;
- 5.9.2 coordinate and integrate all design for and in relation to the Minor Project Works as necessary to enable the Minor Project Works to be constructed and/or be fully operational in accordance with the Minor Project Works / Employers' requirements, the Minor Project Works brief and the Construction Contract;
- 5.9.3 provide advice and assistance to the Employer to ensure the integrity and safety of the Minor Project Works, and any existing Systems and Facilities;
- 5.9.4 ensure that the Minor Project Works do not have any adverse effects on any upstream and downstream MEP services, affect the safe operation of any existing Systems, Facilities, buildings and adjacent areas, or affect any building structures and their security and protective systems;
- 5.9.5 check that all Minor Project Works carried out are in compliance with all statutory laws/rules and regulations, and any requirements which the Employer may impose. This includes, but is not limited to, checking all drawings and method statements, in



particular MEP services drawings, single line diagrams, electrical layout plans and the Employer's renovation formats. Upon completion of Minor Project Works, the Contractor shall ensure all relevant "as-built" drawings including AutoCAD drawings and records of amendments shall be submitted to the Employer; and

- 5.9.6 at the option of the Employer, conduct tests in accordance with the manufacturer's specified method to ensure that all materials used comply with the Construction Contract requirements.
- 5.10 Apart from coordinating Minor Project Works, the Project Manager shall also supervise, coordinate and provide all necessary interfacing and integration of any other construction works that the Employer may undertake ("**Other Works**"), whenever the Employer deems necessary. For the avoidance of doubt, all the Project Manager's duties and responsibilities described under this Agreement in respect of Minor Project Works shall apply equally to the Project Manager's duties and responsibilities in respect of all the Other Works where required.
- 5.11 Provided always, that the Project Manager shall not without the prior written approval of the Employer, make recommendations or do any other thing which would or might:
  - 5.11.1 result in any material alteration or addition to or omission from any design, drawing, plan, specification or other document prepared by the Project Manager; and/or
  - 5.11.2 affect the progress and due completion of the Minor Project Works in accordance with such programme relating to the Minor Project Works and any costs payable for the design, construction and completion of the Minor Project Works.
- 5.12 The Project Manager shall supervise and monitor the Contractor's compliance with the requirements set out in the Green Mark Specifications in the relevant Construction Contract.
- 5.13 The Project Manager shall advise the Employer on the contractors, subcontractors and suppliers required to be engaged for the Minor Project Works and the terms upon which they are to be engaged by the Employer.
- 5.14 The Project Manager shall not enter into any contractual or other commitment on behalf of the Employer other than those authorised expressly in writing by the Employer.
- 5.15 The Project Manager will be an adviser to the Employer and will have authority to act on behalf of the Employer only to the extent provided in this Agreement.

## **6. The Employer's Responsibilities**

- 6.1 The Employer shall provide the Project Manager with such information and make such decisions as are reasonably and necessarily requested by the Project Manager for the proper performance of the Services.
- 6.2 The Employer shall pay promptly to all Competent Authorities all fees and/or charges in connection with submissions for planning, building or other approvals necessary for the Minor Project Works, as advised by the Project Manager.
- 6.3 Insofar as any submissions for planning, building or other approvals necessary for the Minor Project Works require any information and/or documents from the Employer, the Employer

shall provide such information and/or documents to the Project Manager with reasonable expedition.

## **7. The Employer's Representative**

- 7.1 The Project Manager shall act as the Employer's representative in ensuring that all the necessary rectification works are satisfactorily completed during the defects liability period or maintenance period of the Minor Project Works, and to facilitate the discharge of the Contractor after the issuance of the Maintenance Certificate and settling all final accounts for the Minor Project Works.

## **8. The Fee**

- 8.1 In consideration of the Project Manager performing the Basic Services, the Employer hereby agrees to pay the Project Manager the Basic Fee in the sum of **[xx]** per month, which is a fixed fee and full remuneration for the full and proper performance by the Project Manager of the Basic Services regardless of the number of Minor Project Works being managed by the Project Manager at any one time as long as this Agreement is in force. **[OPTION TO INCREASE BASIC FEE:** In the event that this Agreement is renewed in accordance with clause 2.3 above after the expiry of the Agreement Period, the Project Manager shall be entitled to a revised Basic Fee in the sum of **[xx]** per month for the period in which this Agreement is renewed.]

**[OPTION FOR NOMINAL FEE:** In consideration of the Project Manager performing the Basic Services, the Employer hereby agrees to pay the Project Manager the Basic Fee in the total sum of \$1.00 for the entire duration of this Agreement, which is a fixed fee and full remuneration for the full and proper performance by the Project Manager of the Basic Services, regardless of the number of Minor Project Works being managed by the Project Manager at any one time as long as this Agreement is in force.]

- 8.2 The Basic Fee is not inclusive of Good and Services Tax. For the avoidance of doubt, the Project Manager shall be responsible for the payment of all taxes on the Fees it receives under this Agreement, including any goods and services tax and value added tax which may be applicable, and any withholding tax in respect of any foreign sub-consultant(s) and the Employer shall not be responsible for the same.

## **9. [Not in use]**

## **10. Invoicing and Payment**

- 10.1 The Project Manager shall be entitled to submit monthly payment invoices for the Basic Fee stipulated in clause 8 **[Nominal Fee Option:** The Project Manager shall be entitled to submit a payment invoice for the Basic Fee stipulated in clause 8.].
- 10.2 Each payment invoice submitted by the Project Manager shall:
- 10.2.1 be in such form as may be required by the Employer;
  - 10.2.2 show in detail the amounts to which the Project Manager considers himself to be entitled;
  - 10.2.3 be accompanied by supporting evidence or documentation; and
  - 10.2.4 comply with the requirements of the SOP Act.
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- 10.3 If the Employer does not dispute the amount claimed by the Project Manager under a payment invoice, the Employer shall within 35 days of the Project Manager's submission of its payment invoice, pay the Project Manager all sums properly due under such payment invoice.
- 10.4 If the Employer disputes the amount claimed by the Project Manager under a payment invoice, the Employer shall within 14 days of the Project Manager's submission of such payment invoice respond in writing to the Project Manager which response shall:
- 10.4.1 state the amount that the Employer proposes to pay (the "**Response Amount**"); and
  - 10.4.2 include all supporting reasons if payments are withheld or if the amount which the Employer proposes to pay is less than the amount claimed in the Project Manager's payment invoice,
- in which event the Project Manager shall, following the issuance of the Employer's response, deliver to the Employer a revised payment invoice for the Response Amount, after which the Employer shall within 14 days of the receipt of such revised invoice pay the Project Manager the Response Amount.
- 10.5 In the event of failure by the Employer to make payment to the Project Manager in accordance with this clause 10, the Employer shall pay to the Project Manager interest, calculated simple, for each day on which any payment is overdue and paid at a rate equivalent to **[xx]** percent (**[xx]**%) per annum.
- 10.6 If the Project Manager submits a payment invoice before the time stipulated in clause 10.1 for the submission of that payment invoice, such early submission shall not require the Employer to make payment under clause 10.3 or issue its response in respect of that payment invoice under clause 10.4 earlier than would have been the case had the Project Manager submitted its payment invoice in accordance with this Agreement.

## **11. Set-off**

Notwithstanding anything to the contrary in this Agreement, if in the opinion of the Employer, the Project Manager is in breach of this Agreement or in the event that the appointment of the Project Manager under this Agreement is terminated, the Employer shall be entitled to set-off or withhold any payment whatsoever or any part thereof that may be due or payable to the Project Manager without prejudice to any rights or remedies which may have accrued to the Employer and to the continuance in force of this Agreement.

## **12. Ownership of Copyright and other Intellectual Property Rights**

- 12.1 For the purposes of Clauses 12.2 to 12.7 below:
- 12.1.1 "**Background Intellectual Property**" shall mean all Intellectual Property other than Foreground Intellectual Property.
  - 12.1.2 "**Foreground Intellectual Property**" shall mean all Intellectual Property and tangible work product conceived, created, developed, acquired, or first reduced to practice in connection with the Services.

- 12.1.3 **“Intellectual Property”** shall mean all copyright, patents, trademarks, service marks, domain names, layout design rights, registered designs, design rights, database rights, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights in connection with the Services.
- 12.2 Each Party retains its existing rights in Background Intellectual Property.
- 12.3 The Project Manager hereby agrees that the Employer shall be and remain the owner of all Foreground Intellectual Property in any form, whether or not completed. The Project Manager shall disclose to the Employer all Foreground Intellectual Property. If not expressly required to be delivered as part of the Services the Project Manager shall deliver to the Employer all Foreground Intellectual Property upon written request from the Employer. To the extent that any Foreground Intellectual Property does not vest in the Employer pursuant to the foregoing, the Project Manager hereby irrevocably assigns to the Employer all right, title and interest to all Foreground Intellectual Property, whether now existing or in the future created. The Project Manager agrees to do all things reasonably necessary to enable the Employer to secure and perfect the Employer’s rights to the Foreground Intellectual Property, including, without limitation, executing specific assignments of title in Foreground Intellectual Property by the Project Manager to the Employer and cooperating with the Employer at the Employer’s expense to defend and enforce the Employer’s rights in any such Foreground Intellectual Property.
- 12.4 The Project Manager represents and warrants that the Project Manager has sufficient rights in all goods, services, and Intellectual Property and other items that the Project Manager use or transfer to the Employer in connection with the Services to allow the Project Manager to lawfully comply with this Agreement.
- 12.5 The Project Manager hereby grants to the Employer a worldwide, non-exclusive, perpetual, fully-paid, irrevocable, transferable license to Background Intellectual Property to enable the Employer to practice and use the Foreground Intellectual Property.
- 12.6 The Project Manager hereby irrevocably waives all moral rights to the extent permissible by law, all rights of privacy and publicity, and the like, in all deliverables provided to the Employer hereunder and in all activities in connection with the Services.
- 12.7 Except as expressly authorized herein, nothing in this Agreement shall be construed as the Employer granting the Project Manager a license in or any right to use any of the Employer’s Intellectual Property other than in the performance of the Services.

### **13. Assignment**

- 13.1 Subject to clause 13.2 herein, the Employer and the Project Manager each bind themselves, their partners, successors, assigns and legal representatives to such other Party with respect to all covenants of this Agreement and all references herein to the Employer, the Project Manager shall be deemed to include their successors in title and permitted assignees and any other person or persons appointed in their place or in substitution thereof.

13.2 The Project Manager shall not assign, charge or transfer any right or obligation under this Agreement or in any way deal or part with its interest in this Agreement or any part of it to any person without the prior written consent of the Employer. In particular (but without limitation) the Project Manager shall not without the prior written consent of the Employer sub-contract to any person the performance of any of its obligations in this Agreement. For the avoidance of doubt, Project Manager shall therefore include any sub-contractor that the Project Manager assigns, sub-contracts charges or transfers any right or obligation under this Agreement.

13.3 The Employer may, without the consent of the Project Manager, assign:

13.3.1 the benefit of all or any of the Project Manager's obligations under this Agreement;  
and/or

13.3.2 any right or benefit arising under or out of this Agreement.

#### **14. Suspension of the Minor Project Works**

14.1 The Employer shall be entitled to suspend the Minor Project Works at any time and without any liability to the Project Manager. The Employer shall notify the Project Manager in writing of the suspension of the Minor Project Works by giving the Project Manager five (5) working days' notice in writing.

14.2 In the event the Minor Project Works are suspended during the term of this Agreement, the Project Manager is entitled to be paid for the Services performed up to the date of such suspension and the Project Manager shall have no further claim against the Employer arising out of or in connection with such suspension.

14.3 In the event the suspended Minor Project Works shall again proceed within twenty-four (24) months after the date of such suspension, then the Project Manager shall be entitled to payment in accordance with clauses 8 and 9 beginning from the date that the Minor Project Works resume. Previous payments before the suspension of the Minor Project Works shall be regarded to have fully and finally settled all Fees payable to the Project Manager up to and including the date of the suspension of the Minor Project Works. The Project Manager shall resume the Services within fourteen (14) days of the Employer's written notice instructing the Project Manager to do so.

#### **15. Termination without Default**

15.1 The Employer may terminate the appointment of the Project Manager at any time and without any reason or ground whatsoever upon giving thirty (30) days written notice to the Project Manager without prejudice to the Employer's rights or remedies against the Project Manager.

15.2 Upon receipt of the aforesaid thirty (30) days written notice, the Project Manager shall not commence any new item of work unless expressly directed in writing by the Employer but shall devote itself to completing as far as reasonably possible all items of work which had already been commenced as of the date of receipt of such notice. No expenses, fees or costs other than those which are necessary for the completion of such items of work which had already been commenced as of the date of receipt of such notice shall be incurred without the Employer's written consent.

- 15.3 Without prejudice to clause 15.1 herein, the Employer may forthwith terminate the appointment of the Project Manager if any of the following events occur:
- 15.3.1 the Project Manager becomes insolvent or makes a composition with its creditors
  - 15.3.2 any petition or application to wind-up or appoint a judicial manager or receiver and/or manager over the Project Manager is filed;
  - 15.3.3 any resolution to wind-up the Project Manager is passed;
  - 15.3.4 any receiver and/or manager is howsoever appointed over the Project Manager;
- or
- 15.3.5 any execution is levied against the Project Manager and/or its property.
- 15.4 In addition to clause 15.3 herein, the appointment of the Project Manager under this Agreement will be automatically terminated upon the termination of the FM Contract dated [xx] between the Employer and the FM vendor.
- 15.5 For the avoidance of doubt, the termination of this Agreement in accordance with clauses 15 and 16 herein shall not give rise to any right of the Employer or the Project Manager in its capacity as the FM Vendor to terminate the FM Contract.

## **16. Termination upon Default**

- 16.1 If either Party should default in performing any material obligation under this Agreement, the other Party may give written notice to the defaulting Party of its intention to terminate the appointment of the Project Manager under this Agreement (which written notice shall state the nature of the default). If the defaulting Party should fail to cure the default within thirty (30) days after the receipt of the notice, this Agreement shall terminate upon the expiry of the aforesaid thirty (30) -day period without prejudice to the Employer's rights or remedies against the Project Manager.
- 16.2 Upon receipt of the aforesaid thirty (30) -day written notice, the Project Manager shall not commence any new item of work unless expressly directed in writing by the Employer but shall devote themselves to completing as far as reasonably possible all items of work which had already been commenced as of the date of receipt of such notice. No expenses, fees or costs other than those which are necessary for the completion of such items of work which had already been commenced as of the date of receipt of such notice shall be incurred without the Employer's written consent.

## **17. Payment upon Termination**

- 17.1 In the event the appointment of the Project Manager under this Agreement is terminated pursuant to clause 14.4 herein or by the Employer pursuant to clause 15.1 herein or by the Project Manager pursuant to clause 16 herein, the Project Manager shall be paid for all Services completed up to and including the date of termination of the Project Manager's appointment as follows:
- 17.1.1 if the termination of the Project Manager's appointment occurs on the day that the monthly Basic Fee becomes due and payable to the Project Manager, the Project Manager shall be entitled to the full monthly Basic Fee in accordance with clause 8; and

17.1.2 if the termination of the Project Manager's appointment occurs before the day that the monthly Basic Fee in clause 8 is next due and payable to the Project Manager, the Project Manager shall be entitled to a portion of the monthly Basic Fee next due and payable to the Project Manager, to be determined on a pro rata basis, up to and including the date that the Project Manager's appointment is terminated.

17.2 Save as aforesaid, the Project Manager shall have no further claim whatsoever against the Employer (whether under this Agreement or at law), including without limitation any claim for fees, disbursements, expenses, charges, compensation, loss (including loss of profits or loss of chance) or damage against the Employer, arising out of or in connection with the termination of the appointment of the Project Manager under this Agreement.

## **18. Letter of Release and Documents upon Termination**

18.1 Upon the termination of the appointment of the Project Manager under this Agreement, the Project Manager shall forthwith deliver to the Employer a letter of release stating its unconditional consent to the appointment of a replacement project manager for the Minor Project Works by the Employer notwithstanding any dispute whatsoever between the Employer and the Project Manager arising out of or in connection with this Agreement.

18.2 Upon the termination of the appointment of the Project Manager under this Agreement or upon receipt of notice of termination pursuant to clauses 15.1 or 16.1 herein, whichever is earlier, the Project Manager shall forthwith deliver to the Employer all original or certified true copies of drawings, plans, specifications and/or other documents prepared by the Project Manager for the Minor Project Works and which are required by the Employer for the construction and completion of the Minor Project Works notwithstanding any dispute whatsoever between the Employer and the Project Manager arising out of or in connection with this Agreement.

18.3 Without prejudice to the foregoing, upon the termination of the appointment of the Project Manager under this Agreement, the Project Manager shall be deemed to have given its unconditional consent to the appointment of a replacement project manager for the Minor Project Works.

## **19. Force Majeure**

If either Party is by reason of Force Majeure rendered unable wholly or in part to perform its obligations under this Agreement, then upon notice in writing of such Force Majeure ("**Notice**") from the Party affected to the other Party the Party affected shall be excused from performance of its obligations to the extent to which they are affected by the circumstances of Force Majeure and for the period during which those circumstances exist, provided that nothing in this clause 19 shall relieve either Party of its obligations which have accrued at the date of the notice. The Notice shall be given within seven (7) days from the earlier of (i) the time the affected Party first had knowledge, or (ii) the time the affected Party ought reasonably to have knowledge, of the Force Majeure, failing which the affected Party shall not be entitled to rely on this clause 19.

## **20. Indemnity to Employer**

To the fullest extent permitted by law, the Project Manager shall indemnify and hold the Employer and its directors, officers, partners, shareholders, employees, agents and representatives (collectively, the "**Indemnitees**") harmless from and against all claims,

liabilities, damages, loss and expense, including but not limited to legal fees (on an indemnity basis) and Project Manager's fees and expenses, arising out of or in connection with this Agreement and/or the Services, save and to the extent attributable to any wilful default or gross negligence on part of the Employer. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist under this Agreement or at law or in equity as to any party or person described in this clause 20 or otherwise.

## **21. Access to Project Manager's Books and Documents**

21.1 The Employer shall have access to all documents, papers or records in the possession, custody or control of the Contractor for the purpose of making audit, examination, excerpts and transcriptions. Such books, documents, papers or records shall remain available in accordance with this clause until all claims, verification, arbitration or litigation have been finally disposed of.

## **22. Photographs**

22.1 As and when directed by the Employer, the Project Manager shall take and develop photographs in respect of the Minor Project Works. The number of photographs required will be determined by the Employer and the photographs shall be in colour and in digital format. The cost of taking and developing such photographs is deemed to be included in the Basic Fee.

## **23. Obstruction to Public**

23.1 The Project Manager shall ensure that the Contractor shall cause as little obstruction as possible to the general public during the execution of the Minor Project Works and shall pay due regard to the interests and convenience of the public and private persons who have property in or are residents in the neighbourhood of the Minor Project Works.

## **24. Traffic Control and Road Safety**

24.1 The Project Manager shall provide for all necessary traffic equipment and directional signs, including, but not limited to, barriers, warning lamps, and rubber cones that may be required to guide and inform the public that the Site is closed or partially closed to all traffic (vehicular as well as pedestrians) during the period of the Minor Project Works and shall replace/relocate or remove all signs, barriers, warning lamps and rubber cones as directed by the Employer or the Traffic Police and other relevant authorities.

## **25. Occupancy and use on Site**

25.1 The Project Manager's attention is drawn to the fact that the Employer and its surroundings will be in operation continuously for 24 hours a day and 7 days a week and is warned that under no circumstances whatsoever are any of the operations of the Employer to be disrupted during the progress of any Minor Project Works. The Project Manager shall provide all necessary warning equipment including lights and signs at various positions as may be required by the Employer. The Project Manager shall also inform the Employer and the Employer's users well in advance before the commencement of Minor Project Works which may disrupt the operations of the Employer.



## **26. Employer's Policies / House Rules / Operation Requirement**

- 26.1 The Project Manager shall comply with all requirements of the Employer and/or the other relevant authorities, which includes the following requirements:-
- 26.1.1 All the Project Manager's personnel shall hold valid passes issued by the Employer.
  - 26.1.2 The Project Manager shall not interrupt or in any way obstruct the operations of the Employer or cause inconvenience to the patients or the public.
  - 26.1.3 The Project Manager shall comply with all applicable regulations and laws in force in Singapore, as well as the Employer's security / IT / infection control policies.

## **27. Co-operation with Contractor**

- 27.1 The Project Manager shall co-operate and liaise with the Contractor in overseeing the Minor Project Works and shall be responsible for ascertaining the requirements and particulars of the execution of the Minor Project Works. Costs of co-operating and liaising with the Contractor shall be deemed to be included in the Basic Fee.

## **28. Emergency Standby Service**

- 28.1 The Project Manager shall ensure that his authorised representatives shall remain contactable at all times to respond to service requests by the Employer for 24 hours a day, 7 days a week, and 365 days in a year.

## **29. Safety, Security, Infection Control and Employee's Health Screening and Vaccination Requirements**

- 29.1 The Project Manager must also adhere to the Employer's policies which includes, but is not limited to, infection control policies, to minimize / prevent transmission of infections to patients that may arise from exposure to micro-organisms in dist which are released into the environment during the Minor Project Works and to ensure the health and safety of patients, healthcare workers, and visitors.

## **30. Noise, Smell and Other Nuisances**

- 30.1 The Project Manager shall ensure that sufficient prior notices and signboards are put up before the commencement of Minor Project Works to inform the Employer, the neighbours, the public, and visitors well in advance of the Minor Project Works especially where the Minor Project Works would be likely to cause inconveniences or nuisance to them. Examples of such Minor Project Works that require notices and signboards to be put up are knocking, handling sludge, and turning off building services for testing.

## **31. Observation of NO SMOKING Regulation**

- 31.1 The Project Manager shall strictly observe and abide by the "NO-SMOKING" regulations within Employer's boundaries and shall not smoke within the Employer's premises including plant rooms, workshops, etc.

## **32. Use of Employer's Name**

- 32.1 The Project Manager shall not use the name of the Employer in any advertisements, news releases, handouts or documents, either locally or abroad of any purpose either for its own or for that of the Employer without prior written permission from the Employer.
- 32.2 The Project Manager shall not display any advertisements on any of the Employer's lands, buildings, site or equipment nor permit any advertisements to be displayed by others without the prior written permission of the Employer.

## **33. Protection of Public Utilities, Singapore Power/Power Gas mains, and Communications Cables**

- 33.1 The Project Manager shall ensure that the Contractor takes all necessary precautions to avoid causing damage to all public utilities including, but not limited to, electrical cables, gas cables, gas mains, water mains, sewer mains, and communication cables.

## **34. Governing Law and Dispute Resolution**

- 34.1 This Agreement shall be construed, interpreted and applied in accordance with the laws of the Republic of Singapore.
- 34.2 Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved before the Courts of the Republic of Singapore.

## **35. Independent Contractor**

The Parties agree that the Project Manager is and shall in the performance of the Services under this Agreement remain an independent contractor and nothing in this Agreement shall in any manner whatsoever render the Project Manager a partner or an agent of the Employer and neither Party shall hold itself out as a partner or an agent of the other Party for any purpose.

## **36. Insurance**

- 36.1 The Project Manager shall maintain with reputable insurers that have been pre-approved by the Employer professional indemnity insurance cover to cover professional liability arising out of the Project Manager's involvement in the Minor Project Works up to and including the expiry of the defects liability period or maintenance period under the Construction Contract (the "**Policy**").
- 36.2 The Project Manager shall provide the Employer a copy of the Policy prior to the award of the Construction Contract.
- 36.3 In the event of any claim arising from and/or in connection with the Project Manager's involvement in the Minor Project Works, which claim is covered by the Policy, such claim shall be made under the Policy and not any other insurance policy or cover that the Employer may have in place, unless the Employer requires otherwise.

## **37. Confidentiality**

- 37.1 The Project Manager shall keep all information and data relating to the Minor Project Works and/or obtained by virtue of the Project Manager's appointment ("**Confidential Information**") confidential, and shall not use any Confidential Information for any purpose other than to enable the Project Manager to perform its obligations under this Agreement.
- 37.2 The Project Manager shall not disclose any Confidential Information to any third party unless the Project Manager has obtained the prior written permission of the Employer or where disclosure is required by law.
- 37.3 Subject to clauses 30.1 and 30.2, the Project Manager may use photographs of the Minor Project Works for the purposes of marketing and publicity in design related publications, provided that the Project Manager has obtained the prior written permission of the Employer, on such terms as may be determined by the Employer.

## **38. Entire Agreement**

- 38.1 This Agreement embodies and sets forth the entire agreement and understanding of the Parties in relation to its subject matter and supersedes all prior oral and written agreements, understandings or arrangements relating to the subject matter of this Agreement. Neither Party shall be entitled to rely on any agreement, understanding or arrangement (whether oral or written) which is not expressly set forth in this Agreement or any amendment thereto pursuant to clause 31.2 herein.
- 38.2 This Agreement shall not be amended, modified, varied or supplemented except in writing and signed by the duly authorised representatives of the Parties.

## **39. Severance**

If any provision or term of this Agreement or any part thereof shall become or be held or declared illegal, invalid or unenforceable for any reason whatsoever, including without limitation by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any court or other body or authority having jurisdiction over the Parties or this Agreement, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement, provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify such provisions and terms of this Agreement as may be necessary or desirable in the circumstances.

## **40. Counterparts**

This Agreement may be executed and delivered in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Agreement. This Agreement and any counterparts may be executed and delivered electronically by emailed portable document format (PDF) document (or other mutually agreeable document format) and such electronic version shall be treated as an original.

## 41. Remedies

The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect throughout the term of this Agreement. No waiver by either Party of any term or provision thereof shall be deemed to have been made unless expressed in writing and signed by an authorised representative of such Party. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law or in equity.

## 42. Audit

42.1 If required by the Employer and where appropriate, the Project Manager shall allow the Employer to conduct periodic audits at all locations and premises in which the Project Manager performs its obligations under the Agreement to ensure that there are proper controls and compliance with the Agreement and to monitor the performance of the Project Manager's obligations under the Agreement, to satisfy itself as to the status and quality of the Services. Audits may be conducted by the Employer or by a third party appointed by the Employer ("**Audit Representative**"). The Project Manager shall cooperate with and provide support, information and assistance to the Employer and/or its Audit Representative for the purpose of such audits. The Project Manager shall provide all support necessary for the conduct of the audits at no additional cost to the Institution.

42.2 Without prejudice to the foregoing, the Employer may conduct surprise spot checks on any locations and premises in which the Project Manager is performing or has performed obligations under the Agreement for the purpose of such audits.

42.3 The Project Manager shall ensure that its sub-contractor(s) shall comply with Clause 42.1 and 42.2 above and cooperate with Employer at all times. The Project Manager shall include a clause in its contract with its sub-contractor(s) to allow the audits and spot checks on the sub-contractor by Employer. For avoidance of doubt and in accordance with Clause 13.2, the Project Manager may not sub-contract any of its rights and obligations under this Contract without prior written consent of Employer.

## 43. Withholding Tax

The Project Manager agrees that the Employer may withhold from any payment due to the Project Manager any amounts which the Employer may be required to withhold under the applicable laws.

## 44. Notices

44.1 Any notice to be given by any Party to this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by electronic mail transmission to the addressee at the address (as the case may be) of that Party set opposite its name hereinbelow:

The Employer:                    **[Name]**  
                                          **[Address]**  
                                          **[Email Address]**

The Project Manager: **[Name]**  
**[Address]**  
**[Email Address]**

or at such other address as the Party to be served may have notified to the other Party (in accordance with the provisions of this Clause) for the purposes of this Agreement.


44.2 Any notice sent by electronic mail transmission shall be deemed served when despatched.

**45. Rights of Third Parties**

Save as provided in clause 13.3, a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of this Agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement


SIGNED by **[Name]**  
for and on behalf of  
**[Institution Name]** in the presence of:



\_\_\_\_\_  
Witness's signature

Name:

SIGNED by **[Name]**  
for and on behalf of  
**[Project Manager]**  
in the presence of:



\_\_\_\_\_  
Witness's signature

Name:

\_\_\_\_\_

## Appendix A - Schedule of Basic Services

### 1. GENERAL

- 1.1 The Project Manager shall facilitate and oversee the Minor Project Works at the Site which includes planning, monitoring and controlling of site work and inspection, RFP document preparation, liaison with users until completion. The Project Manager shall also prepare a comprehensive project execution plan, establishing the cost budget for costs payable for the design, construction and completion of the Works and a programme for timely completion of the Works for adoption by the Employer. Thereafter, the Project Manager shall regularly review and closely monitor and control the adopted budget and programme.
- 1.2 The Project Manager shall conduct feasibility studies for the Minor Project Works which shall include investigations, recommendations on proposed designs, and requests for cost estimations.
- 1.3 The Project Manager shall conduct preliminary studies of Site conditions, report any Site constraints to the Employer, monitor site progress and contractor's schedule / programme of works and testing and commissioning of final product.
- 1.4 Act as the Employer's Representative at all stage of projects, which shall include close coordination of works with any other consultants, contractors and specialist vendors engaged by the Employer, and close monitoring and regular reporting of the progress of works until completion.
- 1.5 Conduct testing, commissioning, and handing-over of the project, including obtaining and organising, in an orderly manner, all relevant as-built documents for the Employer's use.
- 1.6 Act as the Employer's Representative for all necessary remedial works during defects liability period or maintenance period of the project, and facilitate the discharge of the liability of the contractor at end of the relevant defects liability period or maintenance period, including settling all final accounts.
- 1.7 The Project Manager shall assist the Employer in carrying out conditional checks on the existing Systems and Facilities before and after any addition and alteration, expansion, upgrading, or improvement Minor Project Works.
- 1.8 The Project Manager shall assist the Employer in providing the requirements and specifications to the Contractor for the Minor Project Works.
- 1.9 The Project Manager shall provide access for the Contractor and the Employer's consultants where necessary, to the plant and equipment rooms.
- 1.10 The Project Manager shall isolate, drain out, and recharge any sprinkler, hose reel and water systems for the Minor Project Works.
- 1.11 The Project Manager shall isolate the fire alarms and fire protection systems for the Minor Project Works and return them to normal operation after the completion of works for each day.

- 1.12 The Project Manager shall isolate the relevant Systems and power supplies to existing MEP systems before the commencement of the Minor Project Works and return the Systems and MEP systems back to normal operation after the completion of works for each day.
- 1.13 The Project Manager shall inspect the existing MEP systems and ensure the continued operation of the existing MEP systems whenever the need to divert any Mechanical and Electrical services arises, and when interfacing and/or integrating any new MEP services.
- 1.14 The Project Manager shall isolate or blank off the relevant air conditioning supplied by the existing Systems whenever necessary.
- 1.15 The Project Manager shall assist in the shutdown of the relevant Systems and Facilities as requested by the Employer to facilitate the Minor Project Works and return the Systems back to normal operation after the completion of works for each day.
- 1.16 The Project Manager shall trace, label, and protect any cables and equipment on the Site.
- 1.17 The Project Manager shall be responsible for the testing and commissioning of the existing Systems and participate in the testing and commissioning of the new Systems after the completion of Minor Project Works, including the testing of systems with the BAS/BMS/IBMS.
- 1.18 The Project Manager shall attend to the BCA and SCDF inspections and tests of MEP systems as and when required by the Employer.
- 1.19 The Project Manager shall check that proper and accurate documentation, tracings, manuals, and drawings are provided by the Contractor, and ensure that the existing documentation, tracings, manuals, and drawings are updated and reflect any changes to the Systems and Facilities. The Project Manager shall also identify any redundant documentation and drawings caused by the Works and bring such redundant documentation and drawings to the attention of the Employer.
- 1.20 The Project Manager shall attend meetings as and when requested by the Employer and record meeting minutes if required
- 1.21 The Project Manager shall familiarise himself with the new Systems and equipment installed and phasing in to take over System operations and subsequent maintenance
- 1.23 The Project Manager shall obtain and organise, in an orderly manner, all relevant as-built documents for the Employer's use.
- 1.24 The Project Manager shall provide monthly reporting to the Employer on the progress of the Minor Project Works, in such form and detail as the Employer may reasonably prescribe. Such monthly reports shall contain a summary of incidents, and a summary of addition and alteration works issued

**2. [NOT IN USE]**

**3. [NOT IN USE]**

4. **[NOT IN USE]**

5. **CONTRACT MANAGEMENT**

- 5.1 Where discrepancies in the Construction Contract are identified after the acceptance of the Request for Quotation (“**RFQ**”), the Contractor may propose amendments to remove such discrepancies. The Project Manager shall assist the Employer in assessing and deciding whether the Contractor’s proposal shall be accepted.
- 5.2 Where there is a discrepancy within the drawings, specification and Systems and Facilities, or between the Construction Contract and Systems and Facilities, the Contractor shall inform the Employer in writing of his proposed amendment to remove the discrepancy. The Project Manager shall assist the Employer in assessing and deciding whether the Contractor’s proposal shall be accepted.
- 5.3 The Project Manager shall ensure that the Minor Project Works are carried out in accordance with the approved method statements, drawings and specifications including, but not limited to, MEP service drawings, single line diagrams, electrical layout plans, and the Employer’s renovation formats.
- 5.4 The Project Manager shall update and submit to the Employer all the relevant as-built drawings including AutoCAD drawings within two weeks from the start of the defects liability period or maintenance period.
- 5.5 The Project Manager shall provide the relevant drawings, operations and maintenance information and any other necessary information to the Contractors.

6. **[NOT IN USE]**

7. **[NOT IN USE]**

8. **DEFECTS MANAGEMENT**

- 8.1 The Project Manager shall coordinate with the Other Consultants (including any sub-consultants) to ensure all outstanding works are completed (if applicable) and defects are satisfactorily rectified during the defects liability period or maintenance period of the Minor Project Works and prior to issuance of the Maintenance Certificate.
- 8.2 The Project Manager shall actively liaise and co-ordinate with the Consultants (including sub-consultants) throughout the defects liability period after completion the Minor Project Works:-
  - 8.2.1 to prepare a report on of defects detected at the end of the defects liability period or maintenance period for issuance to the Building Contractor;
  - 8.2.2 to make recommendations for the issuance of instructions to make good defects;
  - 8.2.3 to monitor the Building Contractor’s progress in making good defects;



- 8.2.4 to carry out of final inspections with the Other Consultants and/or the Employer on rectified works; and
  - 8.2.5 to make recommendations on whether the defects have been satisfactorily made good throughout the defects liability period of maintenance period and, upon the instructions of the Employer, to provide the necessary signing off.
- 8.3 The Project Manager shall inspect all mechanical and electrical equipment of the new Systems and Facilities as part of his routine inspection to carry out first-line maintenance and repair (if instructed by the Employer) of the equipment completed under the Minor Project Works. The Project Manager shall provide a separate report on any defects detected. In the event of any failure of the mechanical and electrical systems, the Project Manager is required to operate these systems to restore their service as part of the first-line maintenance. The Project Manager is not required to repair the defects, if any.
- 8.4 The Project Manager shall co-ordinate and supervise the servicing, repairs, and other maintenance works carried out by the Contractor to ensure that works are satisfactorily carried out.
- 8.5 The Project Manager shall update all documentation and drawings (both hardcopy and softcopy) and takeover the complete maintenance of the Systems after the defects liability period or maintenance period without any adjustment to the manpower or the Basic Fee.
- 8.6 The Project Manager shall carry out a full inspection of the operation, and maintenance of the Systems and Facilities and equipment under the Minor Project Works. All the roles detailed in the operations and maintenance schedule shall be carried out by the Project Manager.