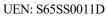


INVITATION TO TENDER FOR DESIGN AND BUILD SERVICES FOR THE RENOVATION AND REFURBISHMENT OF CUESPORTS SINGAPORE ACADEMY (CSA) LOCATED AT 371 TANJONG KATONG ROAD, SINGAPORE 437128

CS/ITT/2025/001 9 JUNE 2025





Tel: (65)-6345 3651

Email: cue@cuesports.org.sg

Website: www.cuesports.org.sg

Z	CUESPORTS SINGAPORE
CC	ONTENT

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TENDER NOTICE

Tender Ref. No.:	CS/ITT/2025/001		
Publication Date:	9 June 2025		
Description:	INVITATION TO TENDER FOR DESIGN AND BUILD SERVICES FOR THE RENOVATION AND REFURBISHMENT OF CUESPORTS SINGAPORE ACADEMY (CSA) LOCATED AT 371 TANJONG KATONG ROAD, SINGAPORE 437128		
Closing Date and Time:	27 June 2025, 4:00 pm		
Amended Closing Date and Time:	N/A		
Offer Validity Duration:	Six (6) calendar months		
Tender Box No.:	Submit all tenders via email to confidential email address: CUE@cuesports.org.sg Subject: Submission for Open Tender: CSI/ITT/2025/001		
Publication of Tender Documents:	The tender documents will be made available from 9 June 2025 via visiting http://cuesports.org.sg/		
Contact Person:	Ms Lily Liew Mobile: 91281447 Email: SDM@cuesports.com.sg		

CS does not bind itself to accept the lowest or any Offers and is not under any obligation to inform any Tenderer of the reasons for non-acceptance of an Offer.



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9 June 2025

To The Tenderers,

Dear Sir / Mdm,

Tender Ref no.: CS/ITT/2025/001

INVITATION TO TENDER FOR DESIGN AND BUILD SERVICES FOR THE RENOVATION AND REFURBISHMENT OF CUESPORTS SINGAPORE ACADEMY (CSA) LOCATED AT 371 TANJONG KATONG ROAD, SINGAPORE 437128

- 1. Cuesports Singapore ("CS") invites Tender Offers for the goods and/or services described in detail in the Requirement Specifications and on the terms set out in the Tender Documents as a whole.
- 2. This Invitation to Tender comprises of the following Tender Documents:
 - a. This Covering Letter
 - b. Section A Instruction to Tenderersc. Section B Requirement Specifications
 - d. Section C
 e. Section D
 f. Section E
 Evaluation Criteria
 Conditions of Contract
 Prescribed Forms
 - g. Section F Appendices
- Refer to the Instructions to Tenderers and the Prescribed Forms for the mode(s) of submission for Tender Offers and the forms to be used. Tenderers must submit their Tender Offers to CS e-Tender email at <u>CUE@cuesports.org.sg</u> before the closing date and time, which is on <u>4:00pm</u>, <u>27th June 2025</u>.
- 4. The Tender Offer will be evaluated based on the Evaluation Criteria set out in Section C.
- 5. There will be an on-site tender briefing on 19 June 2025 at 2:00pm. Attendance is strongly encouraged for all Tenderers intending to submit a Tender Offer. Venue shall be at 371 TANJONG KATONG ROAD, SINGAPORE 437128. Registration prior to the briefing is required. Tenderers are required to submit name and designation of their representatives via email to "SDM@cuesports.org.sg" by 16 June 2025, 5pm.
- 6. All Tenderers seeking clarification on the Tender must submit their queries in writing via email to "SDM@cuesports.org.sg" no later than seven (7) working days before the Tender closing date.



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7. CS does not bind itself to accept the lowest or any Tender Offers.

Yours sincerely,

Mr James SohGeneral Manager
Cuesports Singapore

CUESPORTS S/WGAPORE

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SECTION A – INSTRUCTION TO TENDERER

1. DEFINITIONS

- 1.1. Throughout this Invitation to Tender and any resultant Contract (defined in the Conditions of Contract), unless the context otherwise requires, the following definitions shall apply:
 - (a) "CS" means Cuesports Singapore the National Sports Association responsible for the promotion and development of Cuesports in Singapore.
 - (b) "Closing Date" means the time and the date referred to in the Covering Letter, which is the deadline for submission of Tender Offers.
 - (c) "Invitation to Tender" means the invitation to participate in this Tender and comprises all the Tender Documents referred to in the Covering Letter.
 - (d) "Tender Offers" means the submissions made by Tenderers in response to the Invitation to Tender.
 - (e) "**Tender Price**" means the total price stated in the Form of Tender for the provision of goods and/or services required under this Invitation to Tender.
 - (f) "**Tenderers**" mean the persons invited to submit Tender Offers to provide the goods and/or services required under this Invitation to Tender.
 - (g) "Authorities" or "Authority" means the Singapore Government Authority.
 - (h) "CS requirements" refers to the proposed layout of the Cuesports Academy and all requirements specific by CS in this Contract including but not limited to Section B.

All other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

2. ELIGIBILITY

- 2.1. Tenderers can participate in this Tender only if not under any debarment from any of CS's tenders on or after the Closing Date.
- 2.2. If a Tender Offer is made without explicitly declaring whether the Tenderer is currently under any debarment from any of CS's tenders, CS shall treat the Tender Offer as an express continuing declaration by the Tenderer that the Tenderer is not debarred from participating in CS's tenders and eligible to participate in this Tender and, if the aforesaid declaration is discovered to be false, CS will be entitled to rescind any contracts entered into with the Tenderer pursuant to this Tender, without CS being liable therefore for any damages or compensation.



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2.3. Tenderers who do not meet any critical criteria under the Evaluation Criteria are liable to be disqualified at CS's discretion.

2.4. A tender briefing and/or site show round will be conducted on 19 June 2025, 2:00pm at 371 TANJONG KATONG ROAD, SINGAPORE 437128. Attendance is strongly encouraged for all Tenderers intending to submit a Tender Offer. Tenderers must register their intention to attend by providing the information on the number of persons attending (a maximum of two (2) persons are allowed to attend), their names and designations through email to "SDM@cuesports.org.sg" by 16 June 2025, 5pm.

3. SUBMISSION OF TENDER OFFERS

3.1. Tenderers shall submit their Tender Offers by the Closing Date in accordance with the following mode(s) of submission:

CS e-Tender email: CUE@cuesports.org.sg

All documents, information and forms mentioned in SECTION E: PRESCRIBED FORMS

- 3.2. Tenderers may submit other documents/information apart from those specifically listed under Sub-Clause 3.1 in support of Tender Offers. Such other documents/information may be submitted using any of the mode(s) of submission allowed under Sub-Clause 3.1.
- 3.3. Fees to be included in the tender price:
 - (a) Professional Engineer ("PE") or Qualified Person ("QP"), and Architect or Interior Designer ("ID");
 - (b) Approval submission to any government agencies/authority if required; and
 - (c) Withdrawal of any Building Layout Plan Drawing, AutoCAD 3D drawing and etc. from any government agencies/authority.
- 3.4. By submitting a Tender Offer, the Tenderer consents to CS's collection, use, disclosure and processing (including the transmission outside of Singapore) of the personal data (as defined in the Personal Data Protection Act 2012):
 - (d) where the Tenderer is an individual, of the Tenderer; or
 - (e) where the Tenderer is an organisation, of its officers, employees, staff, representatives, agents, licensees and third-party sub-contractors,

for the purposes of assessing the Tenderer's suitability for the provision of goods and/or services required under this Invitation to Tender.



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3.5. In relation to the personal data of such persons referred to in Sub-Clause 3.3(b) above, the Tenderer warrants that it has obtained their consent for CS's collection, use, disclosure, and processing of such personal data for the purposes highlighted in Sub-Clause 3.3.

3.6. Tender Offers submitted after the Closing Date and Time shall be disqualified.

4. LANGUAGE

4.1. Tender Offers and all supporting technical data and all documentation submitted as part of the Tender Offer must be written or properly translated into the English language.

5. COMPLIANCE WITH INSTRUCTIONS AND FORMS

- 5.1. Tender Offers are to be submitted according to the instructions contained in, and using any forms prescribed in, the Invitation to Tender.
- 5.2. Any Tender Offers which are not in accordance with the instructions and/or vary any of the prescribed forms are liable to be disqualified at CS's sole discretion.

6. VALIDITY PERIOD

6.1. Tender Offers submitted shall remain valid for acceptance for the Validity Period set out in the Form of Tender and during such extension of the period as may be agreed in writing between Tenderers and CS.

7. ACCEPTANCE OF TENDER OFFERS

- 7.1. CS shall be under no obligation to accept the lowest or any Tender Offer by a Tenderer.
- 7.2. CS shall have the right to accept parts of Tender Offers from one or more Tenderers, except in the case of Tenderers that expressly stipulate to the contrary in their Tender Offers.
- 7.3. The issuance by CS of a Letter of Acceptance and/or Purchase Order accepting a Tender Offer or parts of a Tender Offer (subject to Sub-Clause 7.2) shall create a binding contract for the provision of the goods and/or services required under this Invitation to Tender and to the extent accepted in the Letter of Acceptance and/or Purchase Order. The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract).
- 7.4. The Letter of Acceptance and/or Purchase Order may be issued to the successful Tenderer(s):
 - (a) by email address of the successful Tenderer(s), as set out in the Tender Offer; or



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(b) by hand or by post to the address of the successful Tenderer(s), as set out in the Tender Offer,

and such issuance of the Letter of Acceptance and/or Purchase Order shall be deemed effective communication of acceptance of the Tender Offer or parts of a Tender Offer.

- 7.5. CS may, at its sole and absolute discretion, require the successful Tenderer(s) to sign a written agreement (as set out in Clause 7).
- 7.6. CS is not under any obligation to inform any Tenderer of the reasons for non-acceptance of a Tender Offer.
- 7.7. The said Tenderer shall, within the time stated in the Letter of Acceptance, submit the Security Deposit (if required and stated in the Tender), Work Injury Compensation, Public Liabilities, Third-Party Risk insurance and such other documents as CS may require, and execute the Form of Agreement.

8. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

- 8.1. All information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of CS shall remain the property of CS. Tenderers shall immediately return all or any of the same on written request by CS or destroy the same (and provide CS with written confirmation of the destruction having been carried out), within one (1) week of the award to the Tender (except in the case of the successful Tenderer).
- 8.2. All Intellectual Property (as defined in the Conditions of Contract) reflected or subsisting in the information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of CS belong to CS or third parties as the case may be.
- 8.3. Tender Offers and all accompanying documents, plans, drawing, materials or other items (less samples that are covered under Clause 9 below) that are submitted by Tenderers in response to this Invitation to Tender shall become the property of CS. However, Intellectual Property reflected or subsisting in the same shall remain vested with the Tenderers or other third parties, as the case may be. This Sub-Clause 8.3 is without prejudice to any provisions to the contrary in the Conditions of Contract that are applicable to the successful Tenderer.

9. SAMPLES

- 9.1. Where the Invitation to Tender states that samples of good(s) or any other item(s) are to be submitted, such samples shall be:
 - (a) delivered at the sole cost of the Tenderers;
 - (b) delivered to the place stipulated on the date or by the deadline stipulated;



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- (c) delivered in such numbers for each of the good(s) or item(s) as stipulated; and
- (d) marked clearly with the:
 - (i) tender reference number (from the Covering Letter);
 - (ii) description of the good or item concerned; and
 - (iii) name of the Tenderer concerned.
- 9.2. When submitting samples, Tenderers shall indicate in writing whether the samples are to be returned (subject to Sub-Clause 9.3). If no such indication is given, CS shall not be obliged to return any samples. CS may, at its sole and absolute discretion, decide to return the samples at its own costs or give the Tenderer written notification to collect the samples. CS shall have the right to dispose, in any way and without payment of compensation, of any samples that Tenderers fail to collect after being given written notification to do so.
- 9.3. Where the Invitation to Tender states that samples may be subject to destructive testing, samples subjected to destructive testing need not be returned to the Tenderer notwithstanding any other Sub-Clause herein.
- 9.4. Where samples are required, the failure to provide the samples in the manner stipulated in the Invitation to Tender may render the Tender Offers concerned liable to disqualification at CS's discretion.

10. ALTERATION, ERASURES, AND ILLEGIBILITY

10.1. Except for amendments to entries made by the Tenderer which are initialled by the Tenderer, Tender Offers bearing any other alterations or erasures and Tender Offers in which prices are not legibly stated are liable to disqualification at CS's discretion.

11. EXPENSE

11.1. No expense incurred by Tenderers in the preparation of Tender Offers shall be borne by CS.

12. TENDER PRICE AND GOODS AND SERVICES TAX

- 12.1. Tenderers must satisfy themselves before submitting any Tender Offers as to the correctness and sufficiency of their Tender Price for the execution and complete provision of all goods and/or services required under this Invitation to Tender. In this regard, Tenderers shall:
 - (a) notify CS in writing of any ambiguity, inconsistency, or omission in or between any of the Tender Documents; and



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- (b) seek clarification on the same from CS by the stipulated period, as indicated in the Covering Letter.
- 12.2. The Tender Price set out in the Tender Offer shall be deemed to have included the delivery of all goods and/or the performance of all services to meet the Requirement Specifications in full. This is so regardless of whether such goods and/or services have actually been listed or priced in any breakdown of the Tender Price or in any other part of the Tender Offer. The price of anything not specifically listed or priced shall be deemed to have been included in the other price(s) actually set out in the Tender Offer.
- 12.3. The Tender Price and all breakdowns of the same proposed in Tender Offers must <u>exclude</u> any Goods and Services Tax ("GST") chargeable for the supply of goods and/or services required under this Invitation to Tender.

13. CLARIFICATIONS

13.1. If CS sends a written notice to any Tenderers to clarify any aspect of their Tender Offers, the Tenderers concerned must provide full and comprehensive responses within seven (7) days of the date of the written notice. For the avoidance of doubt, this may include the request for the submission for missing documents or information that may be required by CS for this Tender provided that no Tenderer shall, in any case, be permitted to amend the proposed Contract Price already submitted.

14. DEMONSTRATION OF CAPABILITIES

14.1. Tenderers shall at their own expense, at the written request of CS, prepare and conduct demonstrations/presentations to substantiate the claims and proposals in their Tender Offers. The time, date, and venue for any such demonstrations/presentations shall be determined by CS.

15. SHORT LISTING

- 15.1. CS reserves the right to shortlist Tenderers in accordance with the criteria set out in the Invitation to Tender and give those so shortlisted the opportunity to submit new or amended Tender Offers on the basis of revised requirements on the part of CS. The submission of new Tender Offers shall be in accordance with a common deadline and new submission instructions issued by CS in writing.
- 15.2. The new Tender Offers received based on the revised requirements must be complete and comprehensive and shall form the basis of the final Tender Offer evaluation. All Tender Offers received earlier shall be treated as lapsed.

16. CONFIDENTIALITY

16.1. Except with the consent in writing of CS, Tenderers shall not disclose to any third parties, this Invitation to Tender, the provisions of the Tender Documents, and any information, instructions, plans, drawings,



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specifications, documents, materials, and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of CS.

17. APPLICABLE LAW

17.1. All Tender Offers submitted pursuant to this Invitation to Tender, and the formation of any resulting contracts, shall be governed by the laws of the Republic of Singapore.

18. AMENDMENT TO INVITATION TO TENDER

- 18.1. CS reserves the right to amend any terms in, or to issue supplementary terms to, the Invitation to Tender at any time prior to the Closing Date.
- 18.2. Any amendments or issue of supplementary terms to the Invitation to Tender made pursuant to Sub-Clause 18.1 shall be issued through email, facsimile or CS's website and it shall be the responsibility of the Tenderers to check their email and facsimile or CS's website on a frequent basis for any such amendments or issue of supplementary terms to the Invitation to Tender.
- 18.3. No oral representation shall be:
 - (a) accepted or construed as amending or being supplementary to the terms of the Invitation to Tender;
 or
 - (b) binding on CS.

19. NOTIFICATION

19.1. Tenderers should note that notification may not be sent to unsuccessful Tenderers by CS.

20. DISCLAIMER

20.1. This Invitation to Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. CS shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate. For the avoidance of doubt, the "information" mentioned in this Sub-Clause 20.1 excludes the Conditions of Contract and Requirement Specifications.

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SECTION B - REQUIREMENT SPECIFICATIONS

INTRODUCTION

Cuesports Singapore ("CS") will be inviting Tenderers to provide Design and Build Services for the Renovation and

Refurbishment of Cuesports Singapore Academy (CSA) located at 371 Tanjong Katong Road, Singapore 437128

as described below and, on the terms, set out in the Invitation to Tender as a whole.

TENDER PROPOSAL

The Tenderer shall give detailed description on the process to carry out the services for this tender. The Tenderer

is also expected to propose the method of work and design process. Ideally, give an account of understanding of

the nature, content and the scope of work involved, and demonstrate their ability in a concrete manner. The

submission must include 3D visualizations and/or sketches, graphic visuals, and a layout plan to illustrate the

proposed concepts, along with material samples. The cost incurred for these works shall be borne by The Tenderer.

A work schedule and flow chart are to be submitted to clearly indicate how the various tasks are to be completed

within the specified time frames. All the sequence of operations and their duration shall be clearly defined. The

schedule shall also state when review submissions and progress reports will be submitted, and when each

respective task is to be completed.

The Tenderer is expected to include in the Proposal, a detailed description on the types of deliverables that will be

required in each of the stages of the project for approval by CS.

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1. SCOPE OF WORK

- 1.1. The Contractor will provide Design and Build Services for the renovation and refurbishment of Cuesports Singapore Academy (CSA) located at 371 Tanjong Katong Road, Singapore 437128. CSA is intended for use as the Centre of Excellence for training of athletes in the various disciplines of cuesports. This may include (but is not limited to):
 - 1.1.1. Undertaking the conceptualisation and execution of renovation and refurbishment;
 - 1.1.2. Providing proactive feedback and strategic advice on relevant outcomes, trends, and opportunities;
 - 1.1.3. Undertaking the necessary preparatory work for the successful implementation of initiatives, such as liaising and securing buy-in from landlords, contractors and partners;
 - 1.1.4. Providing relevant design and adaptation support for the development and renovation needs;
 - 1.1.5. Providing regular progress reports and analyses, and sending updates.
 - 1.1.6. Collaborating with other appointed vendors for installation of CCTV network.
 - 1.1.7. Collaborating with other appointed vendors for installation of Carpark Gantry system.
- 1.2. The fees for engaging Professional Engineering (PE), Qualified Person (QP), or Architect or Interior Designer (ID) for submission for approval to any government agencies such as URA, SLA, BCA, SCDF and to any government agencies/authority for the purpose of the Renovation and Refurbishment of Cuesports Singapore Academy (CSA) located at 371 Tanjong Katong Road, Singapore 437128 at any time during the period, shall be included in the proposed quotation tender price (as set in clause 3 of Instruction to Tenderer).
- 1.3. The Contractor is to take note of the following and to provide the certification of the material and equipment as per below:
 - 1.3.1. To provide PSB approved and aligned with the Singapore Standard Code of Practice for electrical circuit breakers, switches, cables, false wall/ceiling, doors and, etc.
 - 1.3.2. To provide a certified energy model/brand of aircon system.
- 1.4. The Contractor shall demonstrate and possess a full understanding of the project scope and the extent and nature of the work to be done as per schedule. The Contractor must visit and inspect the building and areas of work in order to arrive at a reasonable price. The Contractor shall ensure that the Works are fit for the purpose intended by CS.
- 1.5. The Contractor shall provide appropriate insurance policies that will cover them while working. To provide the following insurance and documents to CS within 30 days after signing the acceptance letter.

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2. DRAWING AND MATERIAL SUBMISSION

2.1. Before the commencement of renovation and refurbishment works, The Contractor shall furnish a 3D visualization drawing, graphic visuals and layout plan to CS and government agencies/authorities. This must be approved before the commencing of work.

- 2.2. All drawing and layout plan are to be aligned with URA, SLA, BCA, SCDF and to any other government/agencies requirement especially concerning to structure works.
- 2.3. The Contractor shall provide a list of materials and reason for choosing the materials.

3. RENOVATION AND REFURBISHMENT WORKS

- 3.1. Before the commencement of the works, The Contractor shall submit a consolidated task list for approval. Work may only begin once this list has been reviewed and approved.
- 3.2. The renovation and refurbishment works shall be carried out with due regards to the safety and comfort of the members of public, workmen and occupants within the premises. The Contractor must ensure the smooth running of the flow of activities within the premises and minimum disruption to the building operation.
- 3.3. The lumpsum price shall include transportation, work at height equipment/machine, safety equipment/PPE, vehicle/machine parking fees and others related to the renovation and refurbishment works.
- 3.4. The lumpsum price shall include the renovation works, painting and refurbishment to all works and surface irrespective of whether the surface and previously decorated or not or self- finished or coated with architectural paint/coating unless otherwise directed by CS.
- 3.5. The renovation and refurbishment works shall include the following items such as removing debris and unwanted material off-site, taking down to facilitate repair/replacement works where required, subsequent re-fixing and making good of all work done (whether specifically mentioned or not).

4. PAINTING WORKS

- 4.1. Before the commencement of painting works, The Contractor shall submit a consolidated task list for approval. Work may only begin once this list has been reviewed and approved.
- 4.2. The Contractor shall provide clean dust sheet to cover the floors, table, chair, furniture, etc and give good protection to all exposed surface to satisfaction of CS.

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5. PLUMBING AND SANITARY WORKS

5.1. Before the commencement of painting works, The Contractor shall submit a consolidated task list for approval. Work may only begin once this list has been reviewed and approved.

5.2. The plumbing and sanitary works shall be executed by The Contractor if he is a licenced plumber; otherwise, the work shall be executed by a fully licensed firm and shall be in full compliance with the relevant authorities' requirements and guidelines. If the works are not satisfactory in all respects, The Contractor shall rectify the defects at his/her own cost.

6. WORKS REQUIREMENT

- 6.1. The Contractor shall shift any furniture and other fixtures where necessary. The Contractor shall bear all responsibilities to replace and make good any furniture, building fixture, walls and floor that have been damaged or disfigured due to the negligence of The Contractor.
- 6.2. The Contractor must also take precaution to remove from the site any rags, waste clothes, which have become saturated with paint.
- 6.3. The contract period will commence on the date of Acceptance and/or receiving of Purchase Order. The default end date is the date on which we have the complete performance of all Services and the complete supply of all Goods required (including any maintenance or warranty period).
- 6.4. The Contractor must have a Project Office for the purposes set out (as set in clause in Clause 22 of Conditions of Contract) of the Conditions of Contract. The address of the proposed Project Office that will be used for purposes of the Contract must be provided in the Tender Offer.
- 6.5. The Contractor must designate a Project Manager (as set in clause 22 of Conditions of Contract.) to in charge of the project and submit his/her name to CS. This project manager will manage all aspects of this project and he must be available whenever his/her service is needed. The name, designation, email address and HP no. of the proposed Project Manager must be set out in the Tender Offer.
- 6.6. The Contractor must provide a Twenty-Four (24) months warranty for the Goods on the terms set out in Clause 25 of the Conditions of Contract.

7. PROJECT TIMELINE

7.1. The Contractor must complete the project in (3) months.

8. WORKING HOURS

8.1. Working Hours: Monday to Friday, 8am to 5pm

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9. DELIVERABLES

- 9.1. The Contractor will be expected to present on their proposed design concept and quotation.
- 9.2. The proposals are to include all (but not limited to) the following elements:

Α	INSURANCE & PRELIMINARIES	
1	Contractor to allow for preliminaries which shall include, but not be limited to, the following and the likes:	
	(i) Contractor's All Risk Insurance (with Employer as the Principal, the Contractor and all subcontractors as joint insured for their respective rights and interests.) – Limit on the amount	
	(ii) insured (third party) to be \$2,000,000.00 for any one occurrence, unlimited any one period.	
	(iii) Work Injury Compensation Insurance (with Employer as the Principal, the Contractor and all subcontractors as joint-insured for their respective rights and interests.	
	(iv) Management and supervision of the works.	
	(v) To provide PPE and safety precautions for the works	
	(vi) To provide necessary protection and housekeeping on site.	
	(vii) Cleaning of the site inclusive of, but not limited to, the following:	
	a) Sweeping of site & removal of debris	
	b) Cleaning of all surfaces upon practical completion	
	c) To lay plastic sheets & plywood to cover flooring.	
В	DEMOLITION WORK	
1	To demolish partition walls or other elements as approved and instructed.	
С	BUILDER WORKS	
	To supply labour tools and materials to lay carpet flooring to the existing floor (estimated 6,254.80 sqft) otherwise	
	the internal dimensions of the building, excluding toilets and corridors, is only approx. 4,300 sqft (45.2 meters x	
1	8.8 meters).	
	Block C (5 classrooms, reception area and staff area)	
2	To supply labour, tools and materials to fabricate entrance wall, door and signage in main reception area	
3	To supply labour tools and materials to paint existing and new walls in 2 coats of emulsion paint.	
4	To supply labour tools and installation of black-out roller blinds at glass windows in Block C.	
5	To install Cue Lockers (Estimated 120 cue lockers)	
6	To supply Labour tools and material to fabricate donor-recognition board	
D	JOINERY WORKS	
1	To supply labour, tools and materials to fabricate and install a new reception cum work cubicle/point of sales (2	
	persons) in the selected laminate finish.	



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2	To supply labour, tools and materials to fabricate and install custom-built storage cabinets at the reception and staff area.
3	To supply labour, tools and materials to fabricate shelves and scoreboards/whiteboards in the playing area.
Е	ELECTRICAL WORKS
1	To supply labour, tools and materials to modify existing DB to include new PowerPoint c/w SLD and LEW
ı	endorsement (upgrading not included) x 1 unit
2	LEW attendance for temporary and permanent power turn-on
3	To supply and install lighting point c/w cabling works, including down lights at false ceiling
4	To supply and install LED light with fittings 2 tube (300 mm x 1200 mm)
5	Slim Modern LED Rectangular Ceiling Light Lighting for Snooker table with installation and freight charges (4 set)
6	Slim Modern LED Rectangular Ceiling Light Lighting for Pool table with installation and freight charges (10 sets)
	To supply labour, tools and materials to lay 2x13A powerpoint Estimated amount
7	Snooker area: 4 sets
	Reception area: 2 sets at counter & 2 sets at wall
	Office area: 1 set for each work desk and hosting desking
	Main hall: 10 set (2 sets for Ceiling Mount Wifi Access point and 8 sets across main hall)
8	To supply and install lights equipped with motion sensors and/or with timer. (1 light at main gate, 1 light from gate to the venue (Block C), and lights at the end and the back of Block C).
9	To supply and install lights along the corridors and floodlights throughout the car parking area.
-	To supply and install lights diving the commons and hosping throughout the call parking area.
F	ACMV WORKS
-	ACMV works c/w design and build of ducting, flexible duct, relocation and installation of thermostat, new supply
1	grille. Upgrading of VAV or existing FCU capacity not included
2	To supply and install connection of ACMV works to false ceiling
3	To provide PE Endorsement for ACMV works
4	Submission of ACMV As-Built Drawing
G	SPRINKLER WORKS (FIRE PROTECTION WORKS)
4	To supply and install connection of new sprinkler pipe to existing main sprinkler main distributor pipe c/w all
1	necessary pipe fitting and pipe joints
2	To supply and install connection of sprinkler works to false ceiling
3	Sprinkler water bond fee payable to management
4	Labour to drain off residual water from the sprinkler pipes
Н	PLUMBING AND SANITARY WORKS
1	To repair or replace plumbing fixtures, including sinks and toilets in Block C (Male, Female & Wheelchair Accessible)
2	To install locks on 3 cubicle doors in each of the toilet and to install bidet spray in each cubicle.
	SUBMISSION TO AUTHORITIES
1	Prepare As-built drawing for FSC submission (Fire Plan) with PE endorsement
2	MAA submissions (Fire Plan) including of Submission fee
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J	SECURITY SYSTEM	
	To supply and install CCTV System	
1	 Block A – 4 x cameras (Block A Main Lobby, Side Gate, 2 x Corridors) Block C – 12 x cameras (8 Main halls, 2 x Reception / Staff area) 2 x Corridors Premises – 3 x cameras (Facing Main Gate, Facing Block A & Facing Block C) Network Video Recorder (NVR) with enough channels to support all the cameras and necessary equipment Surveillance-grade HDDs enough for 24/7 recording for 30 days PoE switch UPS Backup Power Supply Monitor: HDMI/VGA output for live viewing Minimum 5MP Dome cameras Labour to install and focus the cameras Project management, installation, system setup, testing, commissioning and system training 	
K	WIRING WORKS	
1	To supply and install 1 x Router and 2 x Data Points at Reception Area 1 x Phone Line at Reception Area 1 x NETS Line at Reception Area 1 x Data Point for Printer at Reception Area	
2	1 x Phone Line for Printer at Reception Area To supply and install estimated 2 to 3 Access Points	
_	10 dappi, and mean desimated 2 to 0 / todoco 1 onto	
L	BUILDING AND PUBLIC SAFETY	
1	To supply labour, tools and material to install temporary metal gate at the entrances and windows at Block A.	
2	To supply labour, tools and material to install Roof Access Hatch with security tamper proof lock at Block A Roof Access level.	

- 9.3. All proposals are to include a 2-year warranty for the works done.
- 9.4. All proposed designs and concepts shall refer to the appendix included in Section F.

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SECTION C – EVALUATION CRITERIA

1. CRITICAL CRITERIA

- 1.1. The Tenders must first satisfy the following critical evaluation criteria before their tender proposal will be considered:
 - 1.1.1. Submission of Form of Tender
 - 1.1.2. Submission of all Prescribed Forms

2. OTHER CRITERIA

2.1. The Tenderers who have satisfied the critical evaluation criteria in Clause 1 will be evaluated based on the following:

CRITERIA		% OF SCORE	
1.	. Competitive Pricing		
	0	Competitiveness of price tendered with detailed breakdown of fees/costs per item or unit	50 %
	0	Pricing given are in compliance with tender documents	
2.	Bui	d and Design Proposal	
	0 0 0 0	Compliance with tender specifications & Authority requirement Completeness of Tender Submittals Quality of Proposed Design Layout and Details Feasibility of Designs Project Schedule	25 %
3.	3. Project Performance and Track Records		
	0	Draft project implementation plan including schedule to meet with Gallery's project timeline	
	0	Project Team Organisation Chart including CV and description of strengths of key person(s) in design and project management team assigned to perform this project	25 %
	0	Past 5 years track record	
	0	Testimonials from past projects on successful execution and completion of the projects (if any)	
TOTAL		100 %	

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SECTION D - CONDITIONS OF CONTRACT

1. **DEFINITIONS**

- 1.1. In these Conditions of Contract, unless the context otherwise requires, the following definitions
 - (a) "CS" means Cuesports Singapore the National Sports Association responsible for the promotion and development of Cuesports in Singapore.
 - (b) "Background IP" means IP which is created prior to or independently of this Contract.
 - (c) **"Contract"** means the resulting contract between CS and the Contractor upon the issue of the Letter of Acceptance, such contract including, without limitation:
 - the Tender Notice, Covering Letter, Instructions to Tenderers, Requirement Specifications and Conditions of Contract that are part of the Invitation to Tender;
 - ii) the Tender Offer (to the extent accepted by CS in the Letter of Acceptance and/or Purchase Order);
 - iii) the Letter of Acceptance and/or Purchase Order; and
 - iv) any other documents accepted in the Letter of Acceptance and/or Purchase Order as being part of the contract.
 - (d) "Contract Price" means the total amount payable to the Contractor for the performance of the Services and supply of the Goods under this Contract. Unless otherwise agreed in writing, the Contract Price shall be deemed to be the amount stated in the Form of Tender. Provided that if this Contract is a period contract where Goods and Services may be ordered from time to time pursuant to Purchase Orders, the Contract Price shall be treated on a Purchase Order basis and shall be deemed to be the Purchase Order Price payable for the Goods and Services specifically ordered under each Purchase Order.
 - (e) **"Contractor"** means the successful Tenderer that has been appointed, and awarded this Contract, by CS.
 - (f) "Deliverables" means the proposals, plans, reports, drawings, designs, documents, samples and other items that the Contractor has to provide under this Contract apart from the Goods.
 - (g) "Foreground IP" means IP which results from or is generated pursuant to or for the purpose of this Contract.
 - (h) **"Force Majeure Event"** means anything outside the reasonable control of a Party, including, but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of a public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, power



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shortage, ceasing to be entitled to access the internet for whatever reason, server crashes, deletion, corruption, loss or removal of data, transportation embargo or failure or delay in transportation.

- (i) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under this Contract.
- (j) "IP" or "Intellectual Property" means intellectual property and shall include but not be limited to patents, copyright and industrial design.
- (k) "Party" means either CS or the Contractor, and "Parties" means both CS and the Contractor.
- (I) "Services" means all the works and services which the Contractor is required to perform under this Contract.
- 1.2. Words denoting the singular include the plural and vice versa.
- 1.3. Words denoting one gender include both genders.
- 1.4. Words denoting natural persons include corporations, firms and unincorporated associations and vice versa
- 1.5. References to statutory provisions include a reference to any amendment, consolidation, or reenactment, whether by the same name or otherwise, for the time being in force.
- 1.6. The headings are for convenience only and not for the purpose of interpretation.

2. SCOPE OF CONTRACT AND CONTRACT PERIOD

- 2.1. The Contractor shall perform the Services, and complete the supply of all items of Goods, in accordance with the terms of this Contract.
- 2.2. The Contractor shall be an independent contractor and shall not be an agent, partner or employee of CS. For the avoidance of doubt, the Contractor is not authorised to enter into any contracts on behalf of CS.

2.3. This Contract:

- (a) Shall come into force and commence on the date the Contractor receives the Letter of Acceptance and/or Purchase Order; provided that the Goods and Services may be required from or on other dates as may otherwise be set out in the Requirement Specifications or in the Letter of Acceptance and/or Purchase Order.
- (b) Shall, unless terminated, expire after the complete performance of all Services and the complete supply of all Goods required (including any maintenance or warranty period) or at the end of any contract period expressly stated in the Requirement Specifications.



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(c) May be extended by CS, in its sole and absolute discretion. The Contractor grants CS the option, at CS's sole discretion, to extend the contract period for one or more additional periods not exceeding a total of twelve (12) months. The option to extend shall be exercised by written notice. Unless otherwise agreed in writing, the option to extend must be exercised at least one (1) month before the expiry of the current contract period.

- 2.4. The Contractor shall do all things which are necessary for or under, or reasonably to be inferred from, this Contract, even if not specifically set out in this Contract.
- 2.5. The Contractor acknowledges that it is fully aware and anticipates that some details of the Requirement Specifications may have to be clarified during the performance of this Contract. In this context:
 - (a) CS reserves the right to issue written clarifications on the Requirement Specifications to set out The Employer's requirements more precisely and such written clarifications shall be deemed to be part of this Contract. These clarifications shall include the need to delay the completion or progress of the whole or any part of the Services or delay the delivery dates of some or all of the Goods.
 - (b) The Contractor confirms that this has been fully anticipated when the Tender Offer was submitted and has been taken into account in the Contract Price. For the avoidance of doubt, the Contractor shall have no claim to any compensation or damages regardless of the nature of the clarifications issued.

3. PERFORMANCE

- 3.1. The Contractor shall provide the Goods and Services with all reasonable care, skill and diligence.
- 3.2. All Goods supplied under this Contract shall be new and unused or made of new and unused materials; unless there is agreement in writing from CS to the contrary.
- 3.3. Time shall be of the essence in this Contract and the Contractor shall perform the Services and supply the Goods within any timelines/deadlines set out in this Contract or as otherwise agreed in writing between the Parties. In the event that the Contractor encounters delays which are not due to the fault of the Contractor other than Force Majeure as defined under Clause 9 and require extension of time to complete, the Contractor shall notify CS in writing within 7 days of the event or cause or delay failing which no extension of time will be granted.
- 3.4. The Contractor shall work closely and collaboratively, at no extra charge, with such other contractors as CS may appoint in relation to the exhibition, event, activity or project that this Contract relates to.
- 3.5. Upon the receipt of any Deliverables or Goods, such Deliverables or Goods shall be:
 - (a) accepted or rejected by CS through a written notice in a form that may be prescribed by CS in writing; or



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(b) deemed to have been accepted by CS if no written notice to either accept or reject the same is issued within 14 days of receipt of the Deliverables or Goods concerned.

- 3.6. The Contractor shall, at its own costs and without prejudice to the timelines/deadlines to be met under this Contract:
 - (a) re-perform or correct any deficiencies in the Deliverables that are rejected; and
 - (b) remove and replace Goods that are damaged, defective or in any way inferior to approved samples or is otherwise not in accordance with this Contract.
- 3.7. Where the Contract is awarded based on particular brand(s)/model(s) of Goods as set out in the Tender Offer or as provided as samples (during the Tender process or under this Contract), the particular brand(s)/model(s) must be supplied; provided that different brand(s)/model(s) may accepted by CS in writing to replace a particular brand(s)/model(s) (the "Unavailable brand(s)/model(s)"), if:
 - (a) the Unavailable brand(s)/model(s) is discontinued by the manufacturer and written documentation of this is provided to CS's satisfaction; and
 - (b) the replacement brand(s)/model(s) provides the same or better functionality and performance as the Unavailable brand(s)/model(s).

4. INSURANCE AND INDEMNITY

- 4.1. The Contractor shall at all times during the contract period keep current an adequate public risk insurance policy in respect of CS's premises (which policy shall include a provision for waive of subrogation against CS and a provision to the effect that the liability of the insurer to pay under such policy should not be vitiated by the act, default, omission or negligence of any party to such policy) for an amount not less than S\$2,000,000.00 in respect of any one (1) occurrence.
- 4.2. The Contractor shall insure in the joint names of CS and the Contractor and in such amount (being not less than the full insurable value) and against such loss and such other risks as CS may require.
- 4.3. The Contractor shall also take out an insurance policy to cover all risks, including risk against damage or loss caused by fire or theft, with regard to the furniture, fittings, goods or other property of the Contractor in CS's premises, including:
 - (a) public liability;
 - (b) workman compensation; and
 - (c) damages to property and other areas.
- 4.4. The Contractor shall not bring on to CS's premises or do or suffer to be done or allow any act, matter or thing or keep anything therein, which may directly or indirectly:



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(a) increase the rate of premium of the insurance against damage or loss by fire or other risks on CS's premises, buildings or any property therein;

- (b) vitiate or render void or voidable or be contrary to the terms of any insurance policy in respect of CS's premises and/or buildings;
- (c) be contrary to the laws or regulations of any public authority or the rules and regulations as laid down by CS from time to time; or
- (d) result in the insurer refusing to pay the insured sums (entirely or partly) under any insurance policy in respect of CS's premises and/or buildings.
- 4.5. The Contractor will from time to time, as and when required by notice in writing from CS, pay all extra premiums and stamp duties payable by CS on account of extra risk caused by the use to which CS's premises are put by the Contractor.
- 4.6. All policies of insurance liable or required to be effected by the Contractor hereunder shall be taken out with an insurance company approved by CS, and copies of such policies of insurance with the receipt for the last premium payable in respect thereof shall be produced and lodged with CS by the Contractor within fourteen (14) days of CS's request.
- 4.7. The Contractor shall indemnify CS, and keep CS indemnified, from and against:
 - (a) all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which may be instituted against, made or served on, suffered or incurred by CS as a result of the Contractor's breach of or non-compliance with the covenants or obligations herein contained, or in connection with loss of life, personal injury and/or damage to property arising from or out of any act, omission or occurrence in, upon or at CS's premises and/or buildings or the use of CS's premises and/or buildings or any part thereof by the Contractor or by any of the Contractor's servants, employees, agents, invitees, licensees and/or contractors; and
 - (b) all losses and damages to CS's premises, to the adjoining premises, neighbouring premises, to the common area and buildings and to all installations, fittings, fixtures, and property therein caused by the acts or omissions on the part of the Contractor or the Contractor's servants, employees, agents, invitees, licensees and/or contractors, and, in particular, but without limiting the generality of the foregoing, due to the defective or damaged condition of CS's premises and/or buildings or any part thereof or the fixtures, fittings, wiring, or installation therein or caused by the use or misuse, waste, or abuse of water, gas or electricity, or faulty fittings or fixtures of the Contractor.

5. SECURITY DEPOSIT

5.1. On or before the signing of this Contract, the Contractor shall furnish to CS a banker guarantee of 10% of Contract Price (hereinafter referred to as, the "Security Deposit").



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5.2. The Security Deposit shall be held by CS as security for the due performance and observance by the Contractor of all the covenants, conditions, stipulations, agreements and obligations contained in this Contract and be subject to any increase, deduction, set-off or forfeiture under the provisions of this Contract.

- 5.3. If the Contractor shall commit a breach of any of the provisions of this Contract, CS shall be entitled but not obliged to set-off or deduct the loss or expense to CS occasioned by such breach from the Security Deposit and thereupon, the Contractor shall on request by CS deposit with CS an amount equivalent to the sum set-off or deducted by CS from the Security Deposit.
- 5.4. Subject to any set-off, deduction or forfeiture aforesaid, the Security Deposit shall be refunded to the Contractor without interest after the expiration or sooner determination of the contract period.

6. PAYMENT

- 6.1. Payment shall be made in accordance with the payment term for Contractor set out in **Para 31 under Section D**, unless otherwise agreed in writing.
- 6.2. Payments made to the Contractor shall not:
 - (a) be considered evidence of the quality of any Goods or Services to which such payments relate; and
 - (b) prejudice any of CS's rights under this Contract to reject deficient Goods or Services and the corresponding rights to obtain replacement of Goods or re-performance of Services either by the Contractor or otherwise.
- 6.3. The amount of any payment due from or debt owed by the Contractor to CS under this Contract may be deducted by CS from any monies payable by CS to the Contractor under this Contract.
- 6.4. CS shall not have to pay for any expenses or costs of whatever nature, other than those expressly set out under this Contract.
- 6.5. Unless otherwise agreed in writing by CS, payment shall be made by electronic bank transfer. The Contractor shall provide CS with all bank account information reasonably required by CS in order to effect such payment. Each Party shall bear its own bank charges.

7. RIGHTS OF THIRD PARTIES

7.1. A person who is not a party to this Contract shall have no right under the *Contracts (Rights of Third Parties)*Act to enforce any of its terms.

8. GIFTS, INDUCEMENTS OR REWARDS

8.1. CS may terminate this Contract and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered, or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or



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forborne to do any action in relation to the obtaining or execution of this Contract with CS or for showing or forbearing to show favour to any person in relation to any contract with CS, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor).

9. **DELAYS IN PERFORMANCE**

- If there is any delay in the performance of the Services or the supply of Goods due to any Force Majeure 9.1. Event, then in any such case, the Contractor shall, for the duration of any such circumstances, not be relieved from any liability for such delays or failures except where that delay or failure is also beyond the Contractor's reasonable control. Any part of the Services or Goods that are not so affected shall continue to be performed in accordance with this Contract. The Contractor shall notify CS in writing within three (3) business days of the occurrence of a Force Majeure Event, with such written notice including sufficient information on the reasons for the delay or stoppage (and the likely duration), and the Contractor shall take all reasonable steps to overcome the delay or stoppage.
- 9.2. Subject to Sub-Clause 9.1, if the Contractor fails to meet the stipulated commissioning date or complete the performance of Services or supply of Goods by the date(s) specified in this Contract, CS shall have the right:
 - to cancel all or any part of such Services or Goods from this Contract without compensation to (a) the Contractor, and to obtain the same (including similar or equivalent goods and services in the case where the exact goods and services are not available) from other sources, and all increased costs incurred shall be deducted from any moneys due or to become due to the Contractor, or shall be recoverable as damages; or
 - (b) to deduct any moneys due or to become due to the Contractor or require the Contractor to pay a sum calculated at the rate of 0.5% of the Contract Price for each day of delay (including Sundays and Public Holidays), as liquidated damages until the delayed Services or Goods are fully performed or supplied; up to a maximum amount of liquidated damages equivalent to 10% of the Contract Price. This maximum amount is based on the aggregate of all liquidated damages imposed for all cases of delay during the entire period of this Contract and is not the maximum sum for each individual case of delay.
- 9.3. For the avoidance of doubt, if CS opts to impose liquidated damage under Sub-Clause 9.2(b) and regardless of whether the maximum amount of liquidated damages has been reached, CS shall still be entitled to exercise:
 - its rights under Sub-Clause 9.2(a), provided that the liquidated damages already imposed shall (a) be offset against any increased costs recoverable under Sub-Clause 9.2(a); and
 - (b) any rights to terminate this Contract, provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under the clauses allowing for termination.



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9.4. Liquidated damages imposed under the Clause 9.2 above shall be paid to CS in Singapore Dollars not later than thirty (30) days from the date of issue of a written notification by CS to the Contractor informing the Contractor of the liquidated damages payable.

- 9.5. If the Contractor fails to pay the liquidated damages, CS may deduct the amount due from any monies due or which may become due from the Authority to the Contractor under the Contract and other Contracts between the Parties or recover the liquidated damages as a debt due from the Contractor in any court of competent jurisdiction.
- 9.6. CS reserves the right to charge interest for any delayed payment at the rate of five percent (5%) per annum from the date when such payment is due until the date of actual payment (before and after judgment). Such interest shall accrue from day to day and shall be compounded monthly.

10. SUB-CONTRACTING AND ASSIGNING

10.1. The Contractor shall not sub-contract and/or assign any of its rights or obligations under, or the whole or any part of, this Contract without the prior written consent of CS. In the event that CS provides its prior written consent, the Contractor shall be fully responsible for all acts or omissions of any sub-contractors or assignees, and the acts or omissions of any such third parties shall be deemed to be the acts or omissions of the Contractor.

11. APPLICABLE LAW

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

12. DISPUTE RESOLUTION

- 12.1. The Parties agree to submit any disputes arising out of or in connection with this Contract to arbitration under the Singapore International Arbitration Centre ("SIAC"). The arbitrator shall be appointed by consent of the parties within 14 days of the notice of arbitration failing which the arbitrator shall be appointed by the SIAC. The arbitration shall be governed by the SIAC Rules from time to time.
- 12.2. Notwithstanding anything in this Contract, in the event of any dispute, controversy or claim ("Dispute") arising out of or relating to this Contract, neither Party shall proceed to arbitration unless the Parties have first submitted the Dispute for mediation at the Singapore Mediation Centre ("SMC") in accordance with the SMC's Mediation Procedure in force for the time being. Either Party may submit a request to mediate to SMC, upon which the other Party will be bound to participate in the mediation within 45 days thereof. Unless otherwise agreed by the Parties, the mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the Parties agree to be bound by any settlement agreement reached.
- 12.3. A Party that receives a written notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Sub-Clause 12.2.



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12.4. For the avoidance of doubt, failure to comply with Sub-Clauses 12.2 or 12.3 shall be a breach of this Contract.

13. SUSPENSION OR TERMINATION

- 13.1. CS shall, after giving seven (7) days' written notice to the Contractor, have the right to suspend or terminate this Contract if CS is affected by any Force Majeure Event. Neither Party shall be liable to the other by reason of such suspension or termination, save that CS shall pay the Contractor the price of the Goods or Services that have been performed and accepted by CS. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by CS to the Contractor by reason of this Clause 13.
- 13.2. In addition to any other rights to terminate this Contract or any rights to cancel parts of the Services under this Contract, CS shall have the unilateral right to terminate this Contract without assigning any reasons whatsoever by giving the Contractor 30 days' written notice. To avoid doubt, the Contractor shall not be entitled to any compensation or damages whatsoever in relation to such a termination. The Contractor shall only be entitled to payment for any Services provided and accepted up to the last day of the 30-day notice period.

14. RIGHTS OF CS IN THE EVENT OF DEFAULT BY CONTRACTOR

- 14.1. If any declaration or submission made by the Contractor in its Tender Offer is discovered to be false or inaccurate, CS shall be entitled, in its sole discretion, to rescind and terminate this Contract or cancel any part of the Goods or Services by written notice, without CS being liable for any damages or compensation. The termination or cancellation shall take effect from the date of the written notice.
- 14.2. If the Contractor is in breach or defaults in his performance of this Contract, CS may issue a written notice of breach or default to the Contractor. The Contractor shall, within seven (7) days of the date of the notice of breach or default, remedy the breach or default or otherwise propose a solution that is accepted by CS in writing.
- 14.3. If the Contractor fails to remedy the breach or default or otherwise propose an acceptable solution under Sub-Clause 14.2, the Contractor shall be taken to have repudiated the Contract and CS shall have the right to terminate the Contract or cancel any part of the Goods or Services, by way of a written notice of termination or cancellation (as the case may be). The termination or cancellation shall take effect from the date of the written notice and CS shall not be liable to the Contractor for any damages or compensation.
- 14.4. CS shall be entitled to terminate this Contract or cancel any part of the Goods or Services by written notice without CS being liable to the Contractor for any damages or compensation, if:
 - (a) any proceedings are commenced for the liquidation, dissolution or bankruptcy of the Contractor and the same is not discharged or discontinued within 14 days of its commencement, or if the Contractor becomes bankrupt or goes into liquidation, either voluntarily or compulsorily, except for the bona fide purpose of amalgamation, merger or re-construction;



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- (b) the Contractor compounds with any of its creditors or has a receiver appointed in respect of the whole or any part of its assets;
- (c) a writ of distress or execution or other process of any court is levied or issued against any property of the Contractor, and is not withdrawn within 14 days of its commencement; or
- (d) the Contractor ceases or threatens to cease to carry on business, except for the bona fide purpose of amalgamation, merger, or reconstruction,

and the termination or cancellation shall take effect from the date of the written notice.

14.5. If there is any termination of this Contract or cancellation of Goods or Services under this Clause 14, CS shall have the right to purchase, from other sources, the Goods and Services (including similar or equivalent goods and services in the case where the exact goods and services are not available) that have not yet been performed or supplied (as the case may be) at the time of termination or cancellation. All increased costs incurred by CS in purchasing the Goods or Services or similar or equivalent goods or services from other sources shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages.

15. VARIATIONS OF CONTRACT

15.1. The Employer shall have the right to vary the scope of work under the Contract through a variation order issued to the Contractor at a price to be agreed and/or at prevailing market rates after obtaining two or more quotations for the varied work. Save as aforesaid, the terms of this Contract shall not be varied unless such variation has first been made in writing and signed by the Contractor and the authorised contract signatory of CS.

16. TAXES, FEES, AND DUTIES

- 16.1. The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Contractor or its officers, employees, representatives, agents or third-party contractors. If CS receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees or third-party contractors, or to withhold payments from the Contractor in order that CS may subsequently so pay, any of the said taxes, fees, duties, fines, levies and assessments, the Contractor hereby unconditionally and irrevocably authorises CS to comply with the terms of the said request.
- 16.2. If the Contractor is a taxable person under the Singapore Goods and Services Tax Act 1993, CS shall pay to the Contractor the Goods and Services Tax chargeable on the supply of Goods and Services to CS.
- 16.3. The Contractor shall submit a copy of the Certification of Registration for Goods and Service Tax if requested to do so by CS in writing.

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17. GOVERNMENT REGULATIONS

17.1. The Contractor shall, at its own costs, obtain and maintain at all times during the continuance of this Contract, all licences, permits, authorisations or certifications required, without any restrictions or qualifications whatsoever, so as to enable the Contractor to fulfil all its obligations under this Contract.

18. INDEMNIFICATIONS

- 18.1. The Contractor shall fully indemnify and hold CS and its affiliates, and their respective officers, employees, representatives and/or agents harmless from and against:
 - (a) any and all damages, costs, losses and/or liabilities arising out of any claim, demand, action and/or proceeding made by any officer, director, employee, workman, representative or agent of the Contractor or any sub-contractors or suppliers of the Contractor, pursuant to the performance of this Contract, as well as any related costs, charges and expenses incurred by CS;
 - (b) any and all losses, costs, damages, liabilities and/or expenses whatsoever (including, but not limited to, all legal costs on a full indemnity basis) that CS may incur or suffer in connection with or arising under the Contract; and
 - (c) any and all losses, costs, damages, claims (including, without limitation, claims under workers' compensation), demands, actions, proceedings, liabilities and expenses whatsoever (including, without limitation, all legal costs on a full indemnity basis), which arise from any personal injury, death or property loss or damage attributed to, or caused by, the materials and/or the Services supplied by the Contractor pursuant to the Contract.

19. CONTRACTOR'S PERSONNEL

- 19.1. The Contractor shall replace its personnel (inclusive of the personnel of any sub-contractor or agents) within five (5) days from the date of the written notice from CS that the said personnel is either:
 - (a) technically incompetent in carrying out the Services or the work to be done in order to supply the Goods; or
 - (b) behaving in a manner that is found to be unacceptable and which affects the proper completion of the Services or supply of the Goods.

What amounts to technical incompetence or unacceptable behaviour for the purposes of this Sub-Clause 19.1 shall be determined at the sole discretion of CS.

19.2. The Contractor shall ensure that:

(a) there is full compliance by the Contractor and its employees, sub-contractors and agents with all the rules and regulations of CS's buildings and premises or the buildings and premises belonging to



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(collectively, the "Sites");

(b) The performance of Services or delivery of Goods at the Sites do not cause any disruption or interference to the normal business or activities carried out by CS or third parties (as the case may be) at the Sites; and

- (c) There is compliance by the Contractor and its employees, sub-contractors and agents with all reasonable directions or instructions of CS or third-party supervisors or managers at the Sites.
- 19.3. If the Contractor's Tender Offer states that the Services or parts of the Services are to be performed by specific personnel, such Services must be performed by the personnel concerned; and such personnel must not be replaced unless the written consent of CS is given. The Contractor shall ensure that any replacement personnel have comparable skills and experience as the personnel being replaced such that there is no adverse effect on the progress or quality of the Service.

20. CONFIDENTIALITIES

- 20.1. The Contractor agrees that CS has a legitimate interest in maintaining confidentiality regarding this Contract or any of its provisions or any information issued or furnished by or on behalf of CS in connection therewith, or any other agreements, documents and/or transactions referred to or contemplated herein. Except with the written consent of CS, the Contractor shall not disclose this Contract or any of its provisions, or any purchases made under this Contract, or any information issued or furnished by or on behalf of CS in connection with this Contract to any person.
- 20.2. In addition, the Contractor shall not, without the prior written consent of CS, make use of any information obtained directly or indirectly from CS, or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract.
- 20.3. The Contractor shall not publish this Contract (or any provisions herein), nor shall it allow, or suffer the publication of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under this Contract in any media without the prior written consent of CS. For the avoidance of doubt, this restriction includes any citation that CS is or was a customer of the Contractor.
- 20.4. The Contractor hereby also agrees and undertakes, and shall ensure that all of its directors, officers, employees, agents and subcontractors agree and undertake, to use and/or disclose any personal data (as defined in the Personal Data Protection Act 2012 ("PDPA")), as disclosed to it by CS, solely for the purposes for which such personal data has been disclosed to the Contractor (or the Contractor's director, officer, employee, agent or subcontractor, as the case may be) and for no other purposes. The Contractor warrants that the security measures which it has in place to protect such personal data are no less stringent than those employed by CS and undertakes to indemnify CS for any breach of this warranty that would cause CS to be in breach of the provisions of the PDPA.



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20.5. The Contractor shall not cause or permit personal data held by the Contractor in connection with this Contract to be transferred out of Singapore or allow parties outside Singapore to have access to it, without the prior written consent of CS, except where it is necessary to fulfil the Contractor's obligations under this Contract. Any request for CS's consent under this Sub- Clause 20.5 shall include an explanation as to why the proposed transfer is necessary for the purposes of fulfilling the Contractor's obligations under this Contract. If consent is granted, the Contractor shall provide a written undertaking that the personal data that is transferred out of Singapore will be protected at a comparable standard as it is protected under the PDPA and that the terms of the PDPA (and all of its subsidiary legislation) have, with respect to the transfer of personal data out of Singapore, been fully complied with.

20.6. The Contractor shall immediately inform CS in writing when the Contractor becomes aware of a breach of the Contractor's obligations under this Clause 20, in relation to any personal data held by the Contractor in connection with this Contract.

21. CS'S REPRESENTATIVE

- 21.1. CS shall appoint one or more persons (each, a "Representative") to supervise and liaise with the Contractor for the purposes of this Contract. Each Representative shall be as named in the Requirement Specifications or otherwise through written notifications.
- 21.2. All instructions, directions, notices, consents, approvals, or waivers that may be given at CS's discretion under this Contract shall not be binding on CS unless given in writing or under the hand of a Representative.
- 21.3. For the avoidance of doubt, a Representative cannot vary this Contract unless the Representative concerned is also an authorised contract signatory for CS.

22. PROJECT MANAGEMENT (only if applicable)

22.1. Project Office

- (a) If the Contractor does not already have a Project Office in Singapore, The Contractor shall, if required to do so under the Requirement Specifications or otherwise in writing by CS, establish a Project Office in Singapore at its own expense. The Project Office is to coordinate the performance of this Contract and serve as the common service location for CS to contact for the provision of all the Goods or Services.
- (b) If required under the Requirement Specifications or otherwise agreed in writing by CS, more than one (1) Project Office shall be set up.

22.2. Project Manager

(a) The Contractor shall designate a Project Manager, and the Project Manager shall be primarily responsible for directing and coordinating all of the Contractor's obligations under this Contract. The Project Manager shall be deemed to be the Contractor's agent in all dealings with CS and all actions of the Project Manager shall be binding on the Contractor.



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(b) Each Representative shall have direct access to the Project Manager at all times during the performance of this Contract and if the Project Manager is absent from Singapore for any duration, the Contractor shall designate another employee to perform the Project Manager duties and functions.

(c) If required under the Requirement Specifications or otherwise agreed in writing by CS, more than one (1) Project Manager shall be designated.

22.3. Implementation Plan

Unless otherwise agreed by CS in writing:

- (a) within seven (7) days from the date of the Letter of Acceptance and/or Purchase Order (or each Purchase Order if this is a period contract), the Contractor shall produce a Final Implementation Plan showing the time schedule and sequence of events necessary for the provision of the Goods and/or Services;
- (b) the Final Implementation Plan shall not be acceptable unless it meets the timelines and/or stipulated completion dates set out in the Requirement Specifications.

22.4. Progress Reports & Meetings

- (a) Each Representative shall have the right to regular written reports on progress and status of completion of the Services and delivery of the Goods in a format approved in writing by such Representative. Each Representative may, at that Representative's sole discretion, request for such reports in monthly, fortnightly, or weekly intervals, and may change the intervals from time to time. The submission and receipt of these reports shall not in any way prejudice the rights of CS to make any claims against the Contractor if the terms of this Contract are not met.
- (b) Each Representative shall have the right to call for progress meetings from time to time and/or on regular weekly or other intervals as may be determined by the Representative. During such meetings, the Project Manager shall attend and report to the Representative on the completion of the Services and delivery of the Goods. The progress meetings shall be held at venues chosen by the Representative.
- (c) The Contractor shall notify each Representative of any expected delay in the performance of this Contract. The Contractor shall refer immediately to each Representative any matter likely to impede the provision of the Goods or Services; provided that such notices shall not excuse the Contractor from meeting its obligations under this Contract.

23. CUMULATIVE REMEDIES

23.1. The provisions of this Contract, and each of the rights and remedies of CS under this Contract, are cumulative and are without prejudice to one another and are in addition to any rights or remedies CS may



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have in law or in equity. No exercise by CS of any one right or remedy shall operate so as to hinder or prevent the exercise by it of any other right or remedy.

24. WAIVERS

24.1. No waiver of any breach of a provision of this Contract shall be deemed to be a waiver by CS of any other provision or of any subsequent breach of the same provision. The failure of CS to immediately enforce any of the provisions of this Contract shall in no way be interpreted as a waiver of such provision, and waivers shall be binding on CS only if done in writing.

25. WARRANTIES (APPLICABLE ONLY IF REQUIRED UNDER THE REQUIREMENT SPECIFCATIONS)

- 25.1. If a warranty is required for the Goods under the Requirement Specifications, the warranty period shall commence on the date of receipt of the Goods by CS. The length of the warranty period shall be Twenty-Four (24) months, unless another period is specified in the Requirement Specifications.
- 25.2. Where, during the warranty period, any of the Goods:
 - (a) is found to be defective in design, materials, or workmanship; or
 - (b) is found to not be in accordance with this Contract or any specifications incorporated therein by reference or otherwise; or
 - (c) having been used, installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees set forth in this Contract or specifications published by the Contractor, as applicable to the Goods,

the Contractor shall, at its own expense (including transportation costs), at the written notification by CS, replace, rectify, or completely repair the damaged or defective Goods. The Contractor may, in lieu of rectification or repair, elect to replace the damaged or defective Goods within five (5) days of the date of the written notification.

26. TITLE AND RISK

- 26.1. Title to the Goods shall pass from the Contractor to CS upon receipt by CS in Singapore.
- 26.2. The risk of loss or damage to the Goods shall pass from the Contractor to CS upon receipt by CS of the Goods in Singapore, PROVIDED that the risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are received by the Contractor for the purpose of modification, replacement, repair or rectification until the same are delivered and received by CS.

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27. SEVERABILITY

27.1. The invalidity, illegality, or unenforceability of any of the provisions of this Contract shall not affect the validity, legality and enforceability of the remaining provisions of this Contract, which shall continue in full force and effect.

28. RETURNS OF DOCUMENTS AND OTHER ITEMS

- 28.1. Within 14 days from the date of the termination or expiry of this Contract, the Contractor shall return all records/documents and copies of the same; and all items under the Contractor's possession, which:
 - (a) belong to CS;
 - (b) were received from CS; or
 - (c) were produced pursuant to this Contract.

In the case of softcopies or electronic versions, such records/documents shall be emailed to CS's representative or copied to a portable storage device if the same are provided by CS and any copies stored in the computer or other storage equipment, or media used by the Contractor shall be securely deleted or erased.

29. SAMPLES TESTING

- 29.1. CS shall, at its sole discretion, have the right to call for samples of the Goods to be supplied under this Contract for approval, and for such further samples as are required until the samples submitted are in accordance with the requirements of this Contract. Upon the approval of CS, the approved samples shall form the standards to be maintained for the duration of this Contract.
- 29.2. If any Goods supplied are not in accordance with this Contract or with any approved sample, then, CS shall have the right to submit any such Goods to expert examination and/or test and all costs in connection with the same shall be borne by the Contractor unless such examination and/or test shows that the said Goods are in accordance with this Contract or with the approved samples.

30. OPTION TO PURCHASE

30.1. The Contractor grants CS the option to purchase additional quantities of the Goods ("the Option to Purchase"). The Option to Purchase shall be exercisable by written notice given by CS to the Contractor within 12 months from the date of the Letter of Acceptance and/or Purchase Order, or till project completion, whichever date is later. If CS exercises the Option to Purchase, the additional quantities purchased shall form part of the Goods defined in this Contract and shall be subject to the same terms, read with all necessary changes.



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30.2. If:

(a) there are unit rates for the Goods, the price for the additional quantities of the Goods purchased under this Clause 30 shall be based on the same unit rates; or

(b) there is only a lump sum price for the Goods, the price for the additional quantities of the Goods purchased under this Clause 30 shall be based on the lump sum price, prorated where necessary.

31. PAYMENT TERM FOR CONTRACTOR

- 31.1. Upon successful delivery and satisfactory completion of the Services under the Contract, and upon presentation by the Contractor of his/her bills and the CS' receipt of services, the CS will make payment to the Contractor within 30 days to the value of such Services so performed, provided that no payment shall be considered as evidence of the quality of any Services to which such payments relate.
- 31.2. The payments under this clause shall not prejudice the CS's right to subsequently reject deficient Services and/or require the Contractor to rectify and/or re-perform the deficient Services. Without limiting the CS's right under the Contract, the amount of any payment or debt owed by the Contractor to the CS under the Contract may be deducted by the CS from any monies payable by the CS to the Contractor pursuant to this Contract.
- 31.3. In the event that the Contractor's services or employment is terminated for default, CS shall have the right to withhold and suspend all payments for work done or materials supplied until the Works have been completed by CS or another replacement contractor and handed over to CS.



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SECTION E - PRESCRIBED FORMS

Please complete all the forms in this section

- 1. FORM 1 FORM OF TENDER
- 2. FORM 2 TENDERER'S PROFILE
- 3. FORM 3 PRICING FORMAT
- 4. FORM 4 TRACK RECORD AND DECLARATION OF CONFLICT OF INTEREST

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FORM 1

FORM OF TENDER								
To:	Cuesports Singapore ("C	SS")	Tender No: CS/ITT/2025/001					
NAI	ME(S) OF TENDERER							
UEN	l							
ADI	DRESS							
1.		(Company Name(s ance of this Tender Offer to supply goods and						
2.	Our Tender Offer is fully consistent with and does not contradict or derogate from anything in the Tender Information or downgrade anything in your Scope of Work. You are entitled to disqualify our Tender Offer if it is inconsistent with or contradicts or derogates from anything in the Invitation to Tender or downgrade anything in the Scope of Work.							
3.	We declare that all the information provided in this Tender Offer (including those in the Prescribed Forms) are correct and true.							
4.	We undertake that we shall, if required by you, to execute a formal agreement with you. If no formal agreement is executed, this Tender Offer together with your Letter of Acceptance and/or Purchase Order shall constitute a binding agreement between us.							
5.	OUR OFFER IS VALID THIS TENDER.	FOR A PERIOD OF <u>6</u> CALENDER MONTHS	FROM THE CLOSING DATE OF					
6.	· ·	nen requested by you, we shall extend the valing in total 1 calendar months.	idity of this Tender Offer for one or					
7.	Our price (herein referre	d to as the "Contract Price") for the goods ar	nd services to be supplied by us is					



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8. A breakdown of the Contract Price for the goods and services is given in the priced schedule attached.

9.	We furthe	er und	ertak	e to (give y	ou any	furthe	er info	matio	n which	you m	ay red	quire)			
	We warr instructio						n, ac		any	contrac							
Dated t	this		_ da	y of _				, 20	25								
		Autho	orise	ed Sig	gnatu	ıre						Comp	any	Sta	amp		
Na	ame								Cor	ntact No).						
Desig	gnation									Email							

NOTE: This Form duly completed MUST accompany every Tender Offer. Any alterations to its wordings may render the Tenderer liable to disqualification.



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FORM 2

TENDERER'S PROFILE							
COMPANY NAME							
UEN							
ADDRESS							
YEAR OF ESTABLISHMENT							
TOTAL PAID-UP CAPITAL							
GST STATUS		We are / are not * a taxable person under the Goods and Services Act. (* delete as appropriate)					
GST REGISTRATION NO							
GST REGISTRATION DATE							
SCHEDULE OF PERSONS EMPOWERED TO ACT The following persons are empowered to sign contract documents and act on the Tenderer's behalf:							
NAME		NRIC NO. (last 3 digits and character)	DESIGNATION				

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PRICING FORMAT (SAMPLE)									
S/N	Descriptions/Formats and Breakdowns	Cost, GST and Breakdown (include discounts if applicable)	Other cost	Remarks					
	Total Cost (before GST)								

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FORM 4

LIST OF RELEVANT TRACK RECORD IN THE LAST 5 YEARS										
S/N	Name of Client	Description of Project	Value of Contract	Year						
10 D										

NB: Please provide a separate list if the space provided above is insufficient.

DECLARATION OF CONFLICT OF									
(Declaration by Company Director /	Owner / CEO / Authorized Representa	ative)							
I,) hereby declare that to the best of									
my knowledge and belief that the senior management & shareholder(s) of our company have / do not have									
(*delete where appropriate) a conflict of interest, perceived or otherwise, with CS:									
	, , , , , , , , , , , , , , , , , , , ,								
Name of senior management & designation/ Name of shareholder Name of family member / relative & designation in SRC Relationship to SRC staff									
NB: Please provide a separate list if the space provided above is insufficient.									
Company Stamp	Name/Designation	Signature/Date							

UEN: S65SS0011D

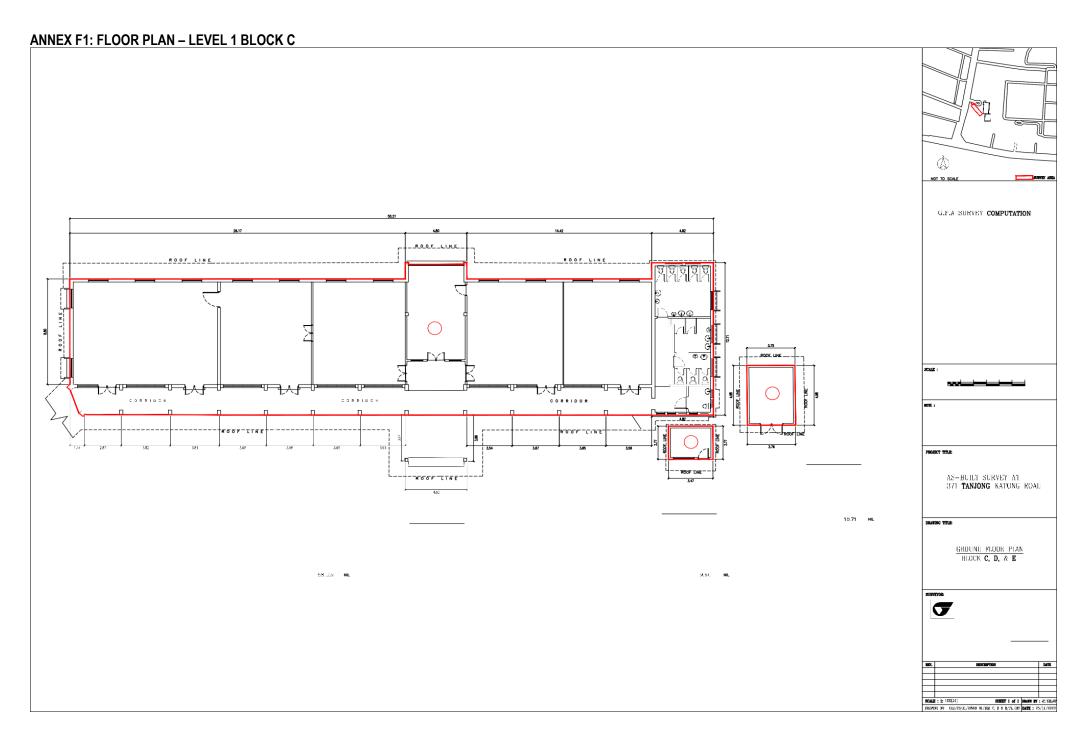
3 Stadium Drive #01-33 Sport Hub Singapore 397630

Tel: (65)-6345 3651 Email: cue@cuesports.org.sg

Website: www.cuesports.org.sg

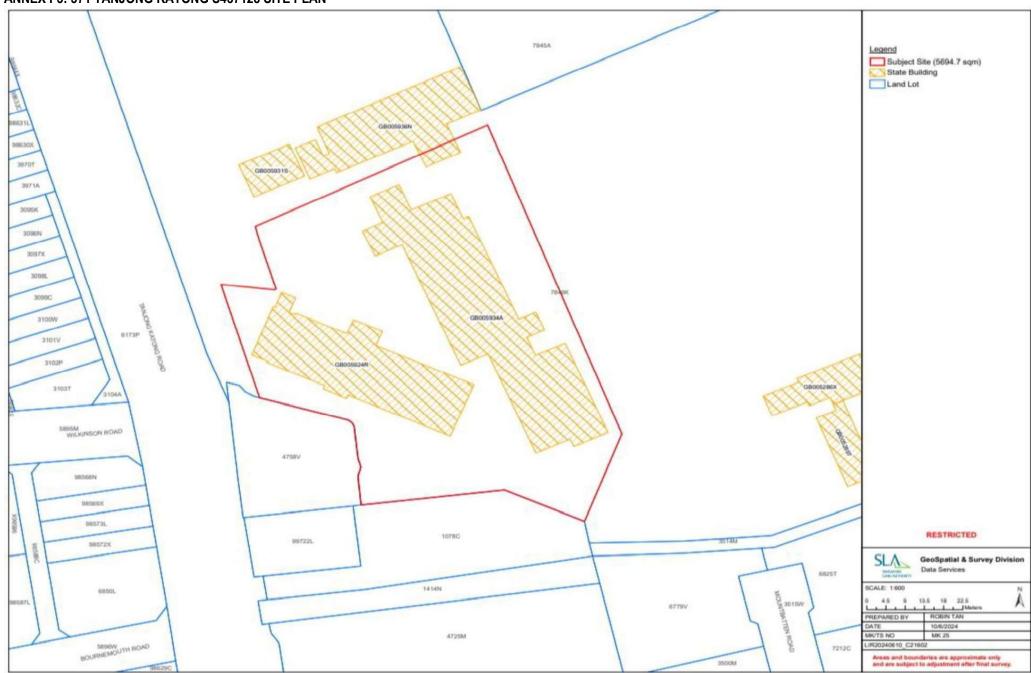
SECTION F - APPENDICES

- 1. ANNEX F1: FLOOR PLAN LEVEL 1 BLOCK C
- 2. ANNEX F2: FLOOR PLAN LEVEL 1 BLOCK A
- 3. ANNEX F3: 371 TANJONG KATONG S437128 SITE PLAN
- 4. ANNEX F4: FLOOR PLAN LEVEL 1 BLOCK C (PROPOSED LAYOUT PLAN)
- 5. ANNEX F5: FLOOR PLAN LEVEL 1 BLOCK C (PROPOSED LAYOUT PLAN DETAILED)

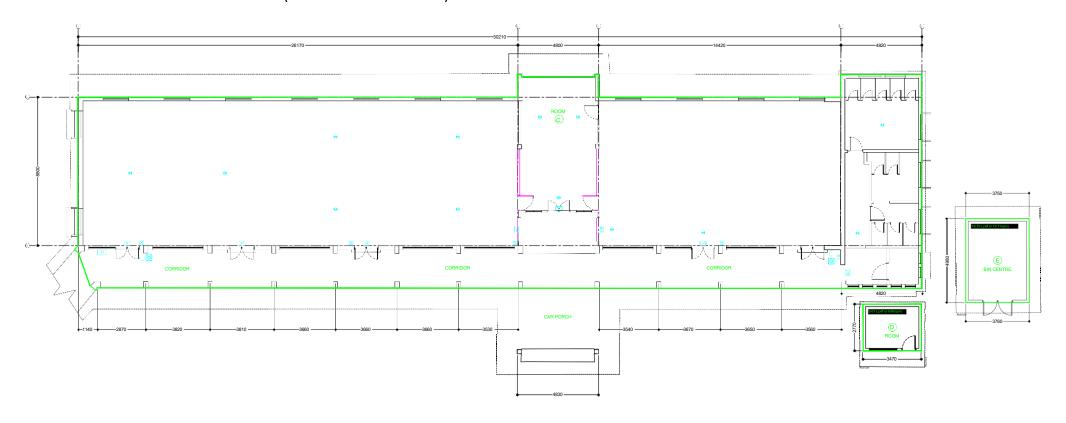


ANNEX F2: FLOOR PLAN - LEVEL 1 BLOCK A G.F.A SURVEY COMPUTATION 740.20 NIL G.F.A SUMMARY FOR BLOCK A 1ST STOREY 2ND STOREY SRE STOREY 4TH STOREY TOTAL GFA: AS-BUILT SURVEY AT 371 **TANJONG** KATONG ROAD $\frac{\text{1ST \& 2NI STOREY PLAN}}{\text{BLUCK } \textbf{A}}$ T SCALE: 1: (00(21) SHEET 1 of 2 DEALEM BY : K00/K21/2 DRAWING NO CAM/23/A1/A0056 01/BLK A/FL 01.GM DATE: 25/11/2023

ANNEX F3: 371 TANJONG KATONG S437128 SITE PLAN



ANNEX F4: FLOOR PLAN – LEVEL 1 BLOCK C (PROPOSED LAYOUT PLAN)



ANNEX F5: FLOOR PLAN - LEVEL 1 BLOCK C (PROPOSED LAYOUT PLAN - DETAILED)

