

## **GENERAL REQUIREMENTS**

### **1 General**

- 1.1 The Supplier shall comply with these general requirements and all provisions in the attached.
- 1.2 Upon completion of any service at RWS's authorized premises or other workplace outside RWS, the Supplier is to ensure that the site is clean and remove expeditiously from the site debris and rubbish generated by the services and properly dispose it before handing over to the relevant landlord.
- 1.3 Neither the Supplier, any member of his/her family nor any member of his/her staff may be an employee of RWS. All salaries and wages payable to staff employed by the Supplier shall be the responsibility of the Supplier.
- 1.4 RWS shall not be liable for loss or damage to the Supplier's property placed or left on Site or elsewhere on RWS property.
- 1.5 The Supplier shall provide all the necessary skilled labour, storage space, consumable, material, equipment, tools and transportation etc to RWS as and when required by RWS or his representative to ensure the smooth, timely and effective completion of the services.
- 1.6 The Supplier shall perform and provide the services in accordance with the provisions of the tender document in particular these general requirements, the Instructions to Supplier, the Form of Tender and the Conditions of Contract to the satisfaction of RWS. The Supplier may propose after the award of the Contract a written service level agreement to prevent disputes on meaning of "satisfaction".
- 1.7 Unless prior arrangements have been made with and agreed to or ordered by RWS, the Supplier shall carry out the services on the Site under this Contract in the scope of services as specified under the Technical Specification.
- 1.8 The Supplier in accepting the stores/ items according to the instructions of RWS shall accept responsibility of such stores/ items held in their custody and shall be held liable for all loss and damage to the stores/ items. The Supplier shall not allow the stores/ items received by them from RWS to be moved out of their custody except when the stores/ items are delivered to the destination.
- 1.9 The Supplier is obliged to provide any other related Services in support of this Tender other than the requirements specified in these Specifications when requested by RWS.
- 1.10 The Supplier is also obliged to provide its full assistance and cooperation to any other Suppliers providing other related Services or works affected by this Contract.
- 1.11 The Supplier is not allowed to poach staff from the competitor(s) or RWS, who are working within this resort. In the event that any staff resigns from his/her position with RWS or the competitor of his/her own accord, the Supplier are not to employ such person until at least three (03) months after the effective date of his/her cessation of service with RWS or the competitor. RWS shall be entitled to impose liquidated damages as set out in the Contract to the Supplier who do not comply.

### **2 Supplier's Employees**

- 2.1 The Supplier shall provide and employ such skilled or semi-skilled workmen in numbers as and when required by RWS. Non-Singaporean citizens employed shall be in possession of the necessary valid work permits, etc, to allow them to work in Singapore.

- 2.2 The Supplier shall ensure that no illegal foreign workers are employed by him in the provision of the services.
- 2.3 An “illegal foreign worker” means a foreign worker who:-
- (a) has not lawfully entered or has remained in Singapore in contravention of the Immigration Act (Cap. 133); or
  - (b) is employed by an employer without a valid work permit, in contravention of the Employment of Foreign Workers Act (Cap. 91A).
- 2.4 If the illegal foreign worker is found to be so employed by the Supplier, RWS shall, without prejudice to its rights under the contract be entitled to withhold any payment due to the Supplier and RWS shall not be liable for any loss or damage suffered by the Supplier as a result of payment so withheld.
- 2.5 Further, the Supplier shall indemnify RWS against any costs and/or expenses, including legal expenses, which RWS may incur as a result of the Supplier’s employment of illegal foreign workers. RWS may also reserve the right to impose such other measures, including but not limited to forfeiture of the security deposit (where applicable) and/or debarring the Supplier.
- 2.6 The Supplier shall submit the original of the following documents relating to all its foreign workers to RWS for its inspection:-
- (a) work permits or employment passes (as the case may be); and
  - (b) passports, entry permits and re-entry permits.
- 2.7 RWS shall be entitled to take copies or to require the Supplier to provide certified true copies of these documents.
- 2.8 RWS shall be entitled to conduct random on-site checks on the workers employed by the Supplier for the purpose of verifying that the Supplier is in compliance with the provisions of this clause. The Supplier shall provide all necessary assistance and facilities in order for RWS, through RWS or otherwise, to conduct such checks as it shall deem appropriate.
- 2.9 The Supplier shall be responsible to educate all employees involved in this contract to be able to answer simple queries from the Resorts World at Sentosa or visitors relating to its identity (i.e. that it is a contractor of RWS).
- 2.10 The Supplier shall be responsible for all actions and behavior of his employees during the period of the contract.
- 2.11 The Suppliers’ staffs properly attired with clean and presentable uniform and name tag approved by RWS.
- 2.12 For security and operations reasons, the Supplier shall provide RWS with the full particulars of his employees engaged in the contract, i.e.
- (a) Name and Recent Passport Size Photograph (and alias if any)
  - (b) Address and Office Numbers
  - (c) Facsimile Number

- (d) Email Address
- (e) Mobile Phone Number
- (f) Identity Card/Passport Number
- (g) Citizenship
- (h) Age and Sex
- (i) Work Permit Employment Passes (if applicable)
- (j) Assigned Vehicle Number (if applicable)

The Supplier shall also declare to RWS the names of employees with past criminal and mental records (if any).

- 2.13 The Supplier shall ensure that its employees involved in this contract shall be contactable and available at all times to receive any urgent instructions. On site, supervisors in charge of maintenance must be given handphones for ease of communication and to receive instructions. The Supplier shall inform RWS or his representatives for any changes in contact numbers. The notice shall be given at least 1 day in advance.
- 2.14 The Supplier shall ensure that its employees involved in this contract are medically examined at regular intervals and are medically fit and not suffering from any illness or disease. RWS shall have the right to require the Supplier to remove from his/her employment any staffs that are medically unfit. Any person so removed from the work shall be replaced immediately by a competent substitute approved by RWS. The Supplier shall indemnify RWS and RWS against any claim by such employee or workmen arising from such removal.
- 2.15 The Supplier shall ensure that his employees are:-
- (a) medically examined at regular intervals;
  - (b) medically fit and not suffering from any illness or infectious disease (e.g. SARS, Bird flu, typical or Atypical phenomena, etc);
  - (c) inoculated, vaccinated and medically examined whenever required by the RWS and/or the relevant authorities;
  - (d) not having fever of 37.5 Degrees Celsius and above when inside RWS;
  - (e) take and declare their temperature to RWS as many times whenever required by RWS; and
  - (f) declare their travel and medical history to RWS regularly whenever required by RWS.
- 2.16 RWS shall be at liberty to object to, and require the Supplier to remove forthwith from the areas any person employed by the Supplier, who in the opinion of RWS has misbehaved himself/herself, or is incompetent or negligent in the proper performance of his/her duties or whose employment is otherwise considered by RWS to be undesirable. Any person so removed from work shall be replaced immediately by a competent substitute approved by RWS.
- 2.17 The Supplier's workmen must comply strictly with the instructions and directions given by RWS or his representative.

- 2.18 Within a period of one (1) year from the date of cessation of the the Supplier's employees' (who has privy knowledge to RWS's confidential information) employment with the Supplier, the Supplier's employees are not allowed to:
- (a) engage, be employed or be interested directly or indirectly whether for reward or gratuitously, in any business/ service which is similar to or competes with any of the business/ service of RWS, or
  - (b) carry on (whether alone or in partnership) or be concerned as a director in any company engaging or about to engage in any business/ service which is similar to or competes with any of the businesses/ service of RWS; or
  - (c) assist in any way or provide with technical advice any person, firm or company engaged or about to be engaged in any business/ service which is similar to or competing with any of the businesses/ service of RWS; or
  - (d) solicit in competition with any of the businesses/ services of RWS the custom of any person, firm or company, who was a customer/ service provider of RWS during the term of their employment.
- 2.19 The Supplier's drivers are to comply with the speed limit within RWS' premises.
- 2.20 The Supplier's drivers shall comply with RWS or LTA traffic rules and regulations.
- 2.21 The Supplier's drivers shall not tailgate other vehicles.
- 2.22 The Supplier's drivers shall not hit the car park barrier system.
- 2.23 The Supplier must ensure that their employees do not abuse the facilities of RWS. Examples of such abuses are:
- (a) Illegal dumping, e.g. leaving litterbags at common corridors, staircases, lift lobbies, etc
  - (b) Sleeping or resting along corridors or other circulation space
  - (c) Resting, eating or listening to music along corridors or other circulation space
  - (d) Placing personal belongings at unauthorized spaces
  - (e) Gambling, giving of loans ("loan-sharking"), soliciting of money or operate tontine
  - (f) Misuse of RWS's resources e.g. failure to turn off water taps, electrical switches, etc
  - (g) Staying/Sleeping overnight at premises
- 2.24 Smoking is strictly prohibited on premises except at designated smoking area. Liquidated damages or Enforcement charges will be imposed on any Supplier workers/Supervisors etc caught for not observing this No smoking rule.
- 2.25 RWS shall have the right to instruct the Supplier to remove any of his staff, workers, servants or agents and his sub-Suppliers, their servants or agents, who in the opinion of RWS is considered to be undesirable or unfit for employment in the buildings.

### **3 Exclusion Order Under Casino Control Act**

- 3.1 Suppliers are drawn to the Casino Control Act, in particular sections 120,121, 122 and 165A which state that persons under exclusion orders are forbidden from entering the casino premises. Such exclusion orders (“Exclusion Orders”) may be applicable to Singapore citizens, permanent residents and to foreigners, where such people are excluded either by the Casino Regulatory Authority, the Commissioner of Police, the National Council on Problem Gambling or RWS.
- 3.2 Persons issued with exclusion orders are barred from entering the casino premises, which include the back of house premises as defined in the casino boundary plan, even though the purpose of their entry may be to carry out work within the casino premises.
- 3.3 The Suppliers shall therefore ensure that his workforce deployed to carry out work within the casino premises are not under any exclusion order.

### **4 Equipment**

- 4.1 The Supplier will provide equipment which is the best of their respective kinds available and the Supplier will be responsible for proper carrying out of the Services.
- 4.2 The equipment to be supplied must be in good working condition and trouble-free to ensure works are not unnecessarily delayed. In the event the equipment breaks down midway while work is still in progress, the time taken to repair it will be deducted from the actual time the works are completed. The breakdown equipment should also be replaced within one hour by similar equipment in good working condition to ensure smooth completion of works.

### **5 Service Quality**

#### **5.1 Service**

- (a) It is the Supplier’s responsibility to provide good quality services to the satisfaction of RWS in accordance with RWS standards and practices as may be amended from time to time.
- (b) The Supplier shall maintain quality service standards and customer services in accordance to National Skills Recognition System (NSRS) as stipulated by the Singapore Workforce Development Agency (<http://app.wda.gov.sg/>).
- (c) Performance of the Services shall be affected by the Supplier by the Performance Date and in the manner specified in the Contract. The Supplier shall comply with any special instructions from RWS regarding the safe transit, storage, delivery and arrangements of the stores items. Any additional costs which may be reasonably incurred by the Supplier in complying with such special instructions may be added to the Contract Price.
- (d) The Supplier shall provide his supervisors on-site with sufficient telecommunications means to communicate with RWS.
- (e) RWS shall liaise with the Supplier supervisor directly via telephone, facsimile or email.
- (f) The Supplier’s supervisor shall expeditiously respond, in writing (proper written English), to all queries forward by RWS within three (3) working days if this has not been expressly stated in any written directions.
- (g) The Supplier shall conduct, analyze and present, customer satisfaction surveys and needs demand surveys (including online surveys) when requested by RWS.

5.2 Reports on Feedback

- (a) The Supplier shall expeditiously report all faults, observations and incidences onsite and feedback from users to RWS during the course of the Service.
- (b) The Supplier shall expeditiously respond, in writing (proper written English), to feedback or complaints forwarded by RWS for feasibility studies or investigations within three (3) working days or duration stated by RWS. An interim reply shall be provided if the Supplier needs more time to investigate. Failure to undertake these issues may result in liquidated damages stated in the attached Annex A.
- (c) Then the Supplier may appeal to RWS in writing and RWS may after taking into account the circumstances, take action he considers necessary to rectify the situation. RWS may impose liquidated damages as stated in Annex A if the Supplier fails to follow up item c above. However, should the Supplier found to be negligent for the said complaint, RWS reserves the right to engage other person(s) to comply with the said instructions and the Supplier shall bear the costs incurred thereby.

**6 Handing Over to New Suppliers**

- 6.1 The Supplier shall be required to afford all assistance, access to site and to hand over all documents, drawings, diskettes, etc to the incoming Supplier so that the latter can be familiarized with RWS's requirements for this Contract.
- 6.2 If required by RWS, key personnel of the Supplier's organization may have to be retained for up to 3 months after the expiry of the Contract to assist the incoming Supplier.

**7 Contract Sum**

- 7.1 The rates quoted in the Schedule of Rates shall be deemed to include the supply of all necessary labour, tools, travelling expenses, transport expenses, plant, cartage, and consumable items, spare parts, Supplier's overheads and profits and all associated Services as stipulated in the Contract and shall remain firm in this Contract. The Supplier shall cater for all reasonable risks in his pricing.
- 7.2 The Supplier shall be deemed to have visited, inspected and examined all loading and unloading places of RWS and has satisfied himself as to the local conditions, the accessibility (e.g. proliferation of staircases and lack of lifts), the full extent and the character of the work, the supply and conditions affecting labour and materials, the transportation of labour, equipment, etc and the executive of the works generally, as no claim on ground of want to knowledge in this respect shall be entertained.