

# **PROPOSED DESIGN AND BUILD WORKS FOR KIDSTART SINGAPORE LTD AT PAYA LEBAR QUARTER - PLQ 2**

## **TENDER DOCUMENT Volume 1 - Technical**

**EMPLOYER:**

**KIDSTART SINGAPORE LTD  
30 Prinsep Street,  
#06-01, WeWork,  
Singapore 188647**

**EMPLOYER'S  
REPRESENTATIVE  
(PROJECT MANAGER):**

**SAVILLS (SINGAPORE) PTE LTD  
30 Cecil Street, #20-03  
Prudential Tower,  
Singapore 049712**



## **Contents**

### **Volume 1 of 3 Technical**

<b>Section</b>	<b>Pages</b>
<b>1. Instructions and Conditions of Tendering</b>	S1001-1
<b>2. Conditions of Contract</b>	
2.1 Articles and Conditions of Building Contract	S1002-1
<b>3. General Data</b>	
3.1 Company Information & Structure	S1003-1
3.2 Financial Standing	S1003-5
3.3 Past Project Experience	S1003-6
3.4 Schedule of Plant & Equipment	S1003-7
3.5 Schedule of Technical Site Staff	S1003-7
3.6 Specimen of Indemnity	S1003-8
3.7 Specimen of Banker's Guarantee / Performance Bond	S1003-13
3.8 Letter of Undertaken for Restriction of Employment of Foreign Workers	S1003-16
3.9 GST Declaration Form	S1003-17
3.10 Project Milestone (Issue for information only)	S1003-18

## SECTION 01

# INSTRUCTIONS AND CONDITIONS OF TENDERING

## **1.0 Instruction and Conditions of Tendering**

### **1.1 Tender Documents**

The information which is contained in this section shall be construed as instructions and conditions of tendering and will subsequently form part of the Contract Documents.

The Tender Document issued consists of three volumes, as follows:

Volume 1 of 3 - Technical

Volume 2 of 3 – Commercial

Volume 3 of 3 – Drawings & Specifications

### **1.2 Submission of Tenders**

1.2.1 The Tenderer must ensure that:

- a) Volume 2 of 3 Section 1 - Form of Tender is fully completed, signed by the authorised company representative, witnessed and dated;
- b) Volume 2 of 3 Section 2 – Preliminaries and Section 3 – Schedule Of Work is fully priced with each item extended cost and totalled as appropriate. The sum shown in the Form of Tender must be the same as the total in Volume 2 of 3 Section 4 - Final Summary;
- c) Volume 1 of 3 Section 3.1 Schedule of Plant & Equipment, 3.2 Schedule of Technical Site Staff, 3.7 GST Declaration Form and Volume 2 of 3 Section 5 Schedule of Daywork Rates and is duly filled in, signed and stamp;
- d) Pricing Sheet in Electronic Copies to be submitted;

1.2.2 The Tenderer must submit the following additional information with their tender submission:

- a) Programme (Technical)

A proposed programme for the Works which includes the design preparation, preparation and approval of shop drawings, submission and to the relevant Government bodies, ordering of materials, fabrication and installation periods and testing & commissioning.

The Employer reserves the right to amend the dates in the programme in his absolute discretion prior to award. Upon confirmation, the key milestone dates shall form part of the contract document. In the event that there is a delay in the Tenderer's programme, the Project Manager shall reserve the right to instruct the Contractor to increase his manpower and working hours in order to meet the required key milestone dates without any cost and expense claim to the Employer.

The preliminary project milestones contained in Volume 1 Section 3.10 of the tender document is for information only.

---

b) Resource Programme (Technical)

A detailed resources programme which shows the details of the proposed type, quantity and quality of both plant and staff for all stages of the Contract period and during the Maintenance Period. For avoidance of doubt, this resources programme shall not prejudice the Project Manager's right under the Contract to instruct the Tenderer to increase or change the levels of plant and/or staff in the event that the levels indicated in the resources programme prove insufficient to maintain satisfactory progress on site.

## c) Method of Statement (Technical)

The Tenderer shall submit a detail statement on the proposed methods of construction to be adopted, including but not limited to:

- i. Sequence of construction, including the phases involved;
- ii. Sequence of fabrication, delivery to site and installation, including proposed access route to the works area and the proposed method of delivering materials and equipment and removing of debris.
- iii. The measures to be adopted to control pedestrian and vehicular traffic during the contract period. The Tenderer must take into consideration these constraints including the requirements in the Tenant's Guide, especially on the delivery of Materials/Goods, permitted work hours, etc. and must allow for all costs in their tender sum;
- iv. Approved site layout for temporary accommodation, storage of plant and materials, access & circulation routes;
- v. Quality Plan to be adopted to ensure that the installation complies with the specified standard and quality;
- vi. Hoarding plan;
- vii. Details of all temporary works.

## d) Other Information (Technical)

- i. Risk Management Plan
- ii. All supplementary information (such as brochures or data sheets) to assist in the assessment of tender;
- iii. Any other details and information required as stipulated in the tender document.

## Section 01 Instructions and Conditions of Tendering

---

- 1.2.3 Tender submission shall be encrypted with password and submitted electronically via email with subject header **<TENDER FOR PROPOSED DESIGN AND BUILD WORKS FOR KIDSTART SINGAPORE LTD AT PAYA LEBAR QUARTER - PLQ 2 [insert company's name]>** to Project Manager and following email address:

Candela Chan: candela.chan@savills.com.sg

Kelvin Ong: kelvin.ong@savills.com.sg

- 1.2.4 The password for the submission shall be shared in a separate email with subject header **<PASSWORD FOR TENDER FOR PROPOSED DESIGN AND BUILD WORKS FOR KIDSTART SINGAPORE LTD AT PAYA LEBAR QUARTER - PLQ 2 [insert company's name]>** to the following personnels:

Nizar Mustafa: nizar.mustafa@kidstart.sg

Angelina Lai: angelina.lai@kidstart.sg

- 1.2.5 Tender shall close on the time and date as stipulated in the invitation to tender and late tender submission shall not be accepted.
- 1.2.6 Tender should remain valid for 90 days from the Tender Closing Date.
- 1.2.7 Non-compliance with the above conditions shall render the tender liable to rejection.

### 1.3 Pricing

- 1.3.1 All items of Preliminaries shall be priced in detail and tenders containing lump sums to cover trades or group of work must be broken down to show the price of each item.
- 1.3.2 The Tenderer shall be deemed to have made allowance in his price to cover items of preliminaries, profits, overheads, supervision, and all other expenses (including any expenses in connection with other items in the Specifications).

## **1.4 Compliance with tender documents**

- 1.4.1 The Tenderer must submit the tender based on the materials or systems as specified in the Tender Documents. Any qualification of tender or failure to submit a base tender may cause the tender to be disqualified.
- 1.4.2 Only after having complied with the requirement specified in tender document, may the Tenderer (if so desired) offer (on separate typed pages on his letter head) an alternative tender. The alternative must be accompanied with their proposed specifications of materials, plants, equipment, system and workmanship.
- 1.4.3 The Employer's decision as to the acceptability or otherwise of any alternative offer will be final.

## **1.5 No Alteration**

- 1.5.1 Tenderers must submit their price based on the tender documents.
- 1.5.2 The Employer reserves the right to alter, from time to time, all or any part of the tendering procedure and tender requirements. The Employer shall have no liability for any costs or losses suffered by the Tenderer and arising from any such alterations.

## **1.6 Queries**

- 1.6.1 The Tenderer should raise any tender queries by email on or before **15 June 2026, 3pm**. Only answers in writing addressed to all Tenderers shall be deemed to affect the Tender Documents. Such letter will be bound in and shall become part of the Contract Documents. All queries are to be addressed to the Project Manager and at following email address:

Candela Chan : candela.chan@savills.com.sg

Kelvin Ong : kelvin.ong@savills.com.sg

Should the Tenderer for any reason be in doubt about the precise meaning of any item or figure contained in the tender documents, a query should be raised as described above

## **1.7 Errors in Tender**

- 1.7.1 If there is any discrepancy between the tender sum inserted in the Form of Tender and the tender sum stated in the Final Summary of the Pricing Schedule or other documents, the tender sum on the Form of Tender shall be taken as correct. If there is any discrepancy between the tender sum inserted in words and figures in the Form of Tender, the tender sum in words or figures which tallies with the sum stated in the Final Summary of the Pricing Schedule shall take precedence. If none of the sum tally, the tender sum in figures in the Form of Tender shall take precedence.
- 1.7.2 If any arithmetic error is found by the Employer in any tender, the error will be notified to the Tenderer and the Tenderer may within 2 days of such notification submit to the Employer proposed correction of the error. If the Tenderer fails to submit its proposed correction within such period or, if in the opinion of the Employer the proposed correction materially alters any part of the tender, the Employer may treat the tender as withdrawn. Any correction proposed by the Tenderer and accepted by the Employer shall be binding upon the Tenderer and deemed to be incorporated in its tender.

## **1.8 Acceptance of Tender**

- 1.8.1 The Employer is not bound to accept the lowest, or any tender, and reserves the right to reject at his absolute discretion any tender without any reason whatsoever.
- 1.8.2 The Employer will not under any circumstances be liable to you for any loss, damage or expense arising out of or in connection with your Tender preparation and submission.
- 1.8.3 For the avoidance of doubt, this tender does not constitute an offer by Employer.
- 1.8.4 The Tenderer shall be informed of the acceptance of his tender by issue of a formal Letter of Award/Acceptance by the Project Manager on behalf of the Employer.
- 1.8.5 Unless and until a formal contract is prepared and executed, the tender together with the Letter of Award/Acceptance and the Contract documents (to be listed in the Letter of Award) shall constitute a legal and binding contract between the successful Tenderer and the Employer.
- 1.8.6 All relevant correspondence subsequent to the tender shall form part of the contract.

## **1.9 Information to be submitted**

- 1.9.1 The Tenderer's attention is drawn to the importance of the information required to be submitted with his tender. This information will form an important part of the tender evaluation and failure to provide it may result in disqualification of the Tender process.



### **1.10 Whole of the Works**

- 1.10.1 The Employer reserves the right to accept part or whole of the tender without adjustment to the rates quoted by the Tenderer. The Tenderer shall not claim for any loss of profit or interest or any cost of omission or acceptance of such works.

### **1.11 Confidentiality of Tender**

- 1.11.1 The Tenderer shall treat all documents or information for the purpose of submitting a tender as private and confidential.
- 1.11.2 Except with the consent in writing of the Employer, the Tenderer shall not disclose this Tender, or any of its provisions, or any specifications, plans, drawing, patterns, samples or information issued by the Employer.

### **1.12 Collusive Bidding**

- 1.12.1 Tenderers and their officers, employee and subcontractors must not engage in any collusive bidding (other than bidding by joint venture or consortia if provided for in this tender document), anti-competitive conduct, or any similar unlawful conduct with any other tenderer or any other person in relation to the preparation or submission of their tender.

### **1.13 Disclaimer**

- 1.13.1 The Tender Documents may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. The Employer shall not be liable to any Tenderer for any information in the Tender Documents which is incomplete or inaccurate. All queries asked of the Employer will be responded to all tenderers as applicable at the time.

### **1.14 Notification**

- 1.14.1 Notification will be sent to unsuccessful tenderers by the Employer.

## SECTION 02

### CONDITIONS OF CONTRACT

## **2.0 Conditions of Contract**

### **2.1 *Articles and Conditions of Building Contract***

The Form of Building Contract shall be executed in accordance with the REDAS Design and Build Conditions of Main Contract, 4<sup>th</sup> Edition (renamed as Main Contract), February 2022 published by the Real Estate Developers' Association of Singapore.

## Appendix 1 – Specific Contract Information

The following particulars will be inserted in Appendix 1 – Specific Contract Information to the Articles and Conditions of Building Contract:

	Clause(s)	
Contract Period	1.1.7	Seven (7) Calendar Months from the Commencement Date
Amount of Performance Bond (10% of the Contract Sum if none stated)	2.1.1	Ten percent (10%) of Contract Sum
Qualified Design Professional/Person	4.3.2	TBA by Awarded Contractor
Employer's Representative	5.1	Savills (Singapore) Pte Ltd
Date of Possession of Site	9.1	10 September 2026
Commencement Date (for Whole Works)	9.3	Upon the date of issuance of Letter or Appointment (LOA)
Date of Completion (for Whole Works)	10.0	31 December 2026
Completion of Phase or Section	13.0	N.A
Liquidated Damages (for Whole Works)	19.1	A lump sum amount of Singapore Dollars Eight Thousand (S\$8,000) per calendar day in case of any delay in the Date of Completion
Maintenance Period	20.1	12 months from date of Handing Over Certificate.
Dates and Periods for making Interim Payment Claims	22.2.1	Last Day of Each Calendar Month
(if none stated on the last day of each month following the month in which the Contract is made)		

	Clause(s)	
Percentage of Retention (10% for Works executed and 20% for Materials if none stated)	22.1.1.5	Ten Percent (10%) of Work Done Twenty Percent (20%) for Unfixed Material
Limit of Retention (5% of Contract Sum if none stated)	22.1.1.5	Five Percent (5%) of Contract Sum
Period for Payment of Interim Payment Certificate and Final Payment Certificate  (where Contractor is a taxable person under the Goods and Services Tax Act and if none stated, within 35 days after the date the tax invoice is submitted to the Employer  where Contractor is not a taxable person under the Goods and Services Tax Act and if none stated, within 35 days after the date on which the Payment Response was provided or deemed provided or was to be provided by the Employer)	22.5	Thirty-Five (35) Calendar Days Upon Receipt of Contractor's Invoice
Period for submission of Final Payment Claim (14 days if none stated)	24.3.1	Fourteen (14) Calendar Day
Additional Percentage on Cost of Plant, Materials, Goods, Labour and Equipment (10% if none stated)	26.3.1.4	Ten Percent (10%)
Name(s) of Insurance Brokers	28.4.1	Not Applicable
Fluctuations – Specified Materials	34.1	Not Applicable
Base Date	34.1	Not Applicable
Recognised Relevant Authority (if none stated the Recognised Relevant Authority shall be the Building and Construction Authority of Singapore)	34.2.2	BCA



## SECTION 03 GENERAL DATA

## 3.0 General Data

### 3.1 Company Information & Structure

The Tenderer shall indicate below the company's information and submit relevant supporting documents, such as ACRA (no longer than 3 months) or any other form of Certificate of Registration.

#### 3.1.1 Company Structure

Name of Company (as it appears on license):	
Registered Address:	
Mailing Address (if different from above):	
Telephone / Fax Number:	
Contact Person:	
Email Address:	
Company Registration Number:	
Company GST Registration Number:	
Company License Number(s):  Indicate the numbers of years your company has been in business in Singapore under your present Company Registration Name and license number.	

<p>Has your license been revoked at any time in the last five years?</p>	<p><input type="checkbox"/> Yes. Reason:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><input type="checkbox"/> No</p>
<p>Has your company changed names or license number in the past five years?</p>	<p><input type="checkbox"/> Yes. Reason for the change:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><input type="checkbox"/> No</p>
<p>Has a surety company completed a contract on your behalf, or paid for completion because your company was default terminated by the project owner within the last five years?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>
<p>Was your company in bankruptcy at any time during the last five years?</p>	<p><input type="checkbox"/> Yes. Please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed. Please attach a copy of the Bankruptcy's Court's discharge, or of any other document that ended the case, if no discharge order was issued.</p> <p><input type="checkbox"/> No</p>



Please definite your status:	<input type="checkbox"/> Design company + 3 <sup>rd</sup> party contractor <input type="checkbox"/> General contractor + 3 <sup>rd</sup> party designer <input type="checkbox"/> Specialising contractor + 3 <sup>rd</sup> party designer <input type="checkbox"/> Management agent + designer + contractor <input type="checkbox"/> All in-house personal (except: _____) <input type="checkbox"/> Others (Please define: _____)
Please delete where appropriate:	<input type="checkbox"/> Interior Designer – In House / Outsource <input type="checkbox"/> MEP Designer - In House / Outsource <input type="checkbox"/> Quantity Surveyor (QS) - In House / Outsource <input type="checkbox"/> Architecture and MEP QP - In House / Outsource <input type="checkbox"/> Project Manager (single point of contact) - In House / Outsource <input type="checkbox"/> Construction Manager - In House / Outsource <input type="checkbox"/> Safety practising (EH&S) - In House / Outsource <input type="checkbox"/> Registered Inspectors (RI)

## 3.1.2 Company Structure

Date Company Registered:	
Type of Company:	
Authorised Capital:	
Present Paid-up Capital:	
Major Shareholders: (indicate percentage of shareholding)	1) _____ 2) _____ 3) _____
BCA Registration Number:  Please attach copy of Certification of Registration or Other Registration.	
BCA Construction Related Workhead (CR)	
Affiliations, subsidiaries and joint ventures: (indicate company name, percentage and shareholding)	1) _____ 2) _____ 3) _____

## 3.2 Financial Standing

3.2.1 The Tenderer shall indicate below the gross revenue for the last three years.

2025	2024	2023

3.2.2 The Tenderer shall provide the following details of the financial institutions with regards to credit facilities.

i.

Name:	
Address:	
Line of Credit:	
Maximum amount of credit line:	
Amount of Credit available: (less amount drawn down)	

ii.

Name:	
Address:	
Line of Credit:	
Maximum amount of credit line:	
Amount of Credit available: (less amount drawn down)	

- 3.2.3 The Tenderer to indicate below the maximum amount Performance Bond in the form of Bankers Guarantee that applicant can provide from the bank.

In Figure S\$ \_\_\_\_\_

Please state the name of Bank providing Performance Bond in the form of Bankers Guarantee

Name:	
Address:	
Contact Name:	
Contact Details:	

### 3.3 Past Projects Experience

The Tenderers shall submit three (3) relevant projects completed in the past five (5) years following the below format.

Project Title:	
Type of Projects:	
Project Nature: i) Government sector or agency	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employer:	
Contract Value:	
Final Account Value:	
Contract Start Date:	
Actual Completion Date:	
Referee's Contact Details:	

### 3.4 *Schedule of Plant and Equipment*

The Tenderer shall indicate below the particulars of the plant and equipment proposed for use on the Works. This supplementary information is for assisting the Project Manager in compiling the Contract recommendation and will be treat as a minimum requirement. If reasonably required, the Project Manager reserves the right to request for additional plant and equipment from time to time at no extra cost.

Description of Plant and Equipment	Capacity	Stated whether owned or hired	Timeline

### 3.5 *Schedule of Technical Site Staff*

The Tenderer shall indicate below particulars of the staff / personnel he intends to employ on the Works. This supplementary information is for assisting the Project Manager in compiling the Contract recommendation and will be treat as a minimum requirement. If reasonably required, the Project Manager reserves the right to request for additional plant and equipment from time to time at no extra cost.

### 3.6 Specimen of Indemnity

- 3.6.1 The Tenderer shall provide all duly executed indemnities jointly and severally with their sub-Contractors or Suppliers in accordance with the specimen contained in these documents and shall submit the same to Project Manager prior to the commencement of any works which have been approved for sub-contracting.
- 3.6.2 All indemnities shall cover the Employer against faulty materials and/or workshop for the periods particularly stated. The indemnity period shall commence from the Date of the Completion of the last completed of the Works.
- 3.6.3 The specimen of indemnity shall be used as pro-forma which the Tenderer and Contractors or Suppliers shall issue to the Employer. Descriptions and requirements will be amended to suit the specific trade.
- 3.6.4 The Indemnities to be provided include but are not limited to the following listed works. The Tenderer shall submit the full list of Indemnities to be issued to the Employer:-
- Carpet floor 3 years
  - Vinyl floor 3 years
  - Waterproofing Works 10 years
- 3.6.5 In the event a Specimen is not enclosed, the existing relevant specimen shall be adopted and used as the basis on which the Main Tenderer, Direct Sub-Contractor and/or Supplier shall issue the indemnity to the Employer in accordance with the terms of the Contract.

## SPECIMEN OF INDEMNITY

PROPOSED DESIGN AND BUILD WORKS FOR KIDSTART SINGAPORE LTD  
AT PAYA LEBAR QUARTER - PLQ 2

**DEED OF INDEMNITY FOR** \_\_\_\_\_ [Insert Trade Here]

**THE DEED OF WARRANTY** is made the \_\_\_\_\_ day of \_\_\_\_\_, 2026 between

a) \_\_\_\_\_ having its register office at \_\_\_\_\_  
(Hereinafter Called "The Tenderer") of the first part.

b) \_\_\_\_\_ having its register office at \_\_\_\_\_  
(Hereinafter Called "The Sub-Contractor") of the second part and

c) \_\_\_\_\_ having its register office at \_\_\_\_\_  
(Hereinafter Called "The Employer" which term shall include it assigns and successors in titles of the third part.

**Whereas:**

- a) The Tenderer had agreed to design/supply/install the [Insert Trade here] \_\_\_\_\_ Works (Hereinafter called the Works) in accordance with the Building Contract made on \_\_\_\_\_ between the Employer and the Tenderer.
- b) The Sub-Contractor or Supplier through the Tenderer has agreed to supply to the Employer the Equipment, materials and labour for the application of the Works to the Premises.
- c) The Tenderer and the Sub-Contractor or Supplier have agreed to jointly and severally warrant to the Employer, in the manner hereafter appearing, against any defect in the workmanship, quality of materials, uneven fading, discoloration, porosity, fungus growth, leakage, seepage or deterioration **[Description and requirement will be amended to suit specific trade]** in the Works installed to the Premises.

**THE TENDERER AND THE SUB-CONTRACTOR OR SUPPLIERS HEREBY JOINTLY AND SEVERALLY AGREE with the Employer as follow:**

1. The statements and representations in the Recital hereinabove stated are true and accurate in all respects and this Deed shall have full force and effect notwithstanding any limitation or termination of the Tenderer's and/or Sub-Contractor's liability and/or responsibility under the Contract and/or the Sub-contract respectively or any termination of the Contract and/or Sub-Contract or the employment of the Tenderer and/or the Sub-Contractor under the Contract and/or the Sub-Contract or the expiry of any limitation period for any claim or cause of action which the Employer has or may have against the Tenderer under the Contract.
2. In the event of any deterioration or defects (as shall be determined by the Employer) in the workmanship, quality of materials, application, lack of fitness, non-satisfaction of performance or other requirements under the Contract or other faults or defects or deterioration appearing in the Sub-Contract Works, including without prejudice to the generality of the foregoing any shrinkage, seepage or leakage if applicable in relation to the Sub-Contract Works (the "Defects"), the Tenderer and the Sub-Contractor shall forthwith upon notice given to either of them and within such time as the Employer may direct, remedy, repair or . make good to the absolute satisfaction of the Employer all damages Defects and any damage to the Sub-contract Works or any property of the Employer or third party, arising directly or indirectly out of the Defects and/or remedy, repair or make good such Defects including but not limited to damage to plaster, painting, panelling, tiling and other similar works, mechanical, electrical or other installations or other property.
3. In the event the works undertaken by the Tenderer or the Sub-Contractor referred to in Clause 2 above prove ineffective as determined by the Employer whose decision shall be final and conclusive, or are not to the satisfaction of the Employer, the Tenderer and/or the Sub-Contractor shall effect such additional works in such a manner and within such time as the Employer may direct and shall carry out all tests, as directed by the Employer until all the Defects and damage have been remedied, repaired or made good to the absolute satisfaction of the Employer.
4. Should the Tenderer or the Sub-Contractor fail to perform their obligations under Clauses 2 and 3 above within the time directed by the Employer or in the absence of such direction, within a reasonable period, the Employer shall be entitled (but not obliged) to remedy, repair or make good such Defects or damage and the Tenderer and the Sub-Contractor shall forthwith on demand fully reimburse the Employer in respect of all losses, damages, costs and expenses incurred by the Employer in remedying, repairing or making good the said Defects or damage, including all legal costs as between solicitor and client incurred by the Employer in enforcing this clause.
5. The Tenderer and/or the Sub-Contractor shall indemnify the Employer from and against any claim, actions or proceedings for any loss, damage, compensation or indemnify arising out of or in connection with such Defects or damage or the remedy, repair or making good of such Defects or damage or any breach by the Tenderer and/or the Sub-Contractor of any of the warranties, covenants and undertakings contained in this Deed.
6. All costs and expenses arising out of the performance of the obligations under this Deed shall be borne by the Tenderer and/or the Sub-Contractor.
7. The giving of time or the neglect or forbearance of the Employer in requiring or enforcing its rights under this Deed or other indulgence to either the Tenderer or the Sub-Contractor or



both shall not in any way prejudice or affect the obligations of the Tenderer or the Sub-Contractor under this Deed, the Contract (in the case of the Tenderer) and at law.

8. The obligations of the Tenderer and Sub-Contractor under this Deed are joint and several and the Employer shall be entitled to enforce the Deed against either the Tenderer or the Sub-Contractor or both; any failure by either the Tenderer or the Sub-Contractor to perform such obligations shall not excuse or discharge the other from performing the same.
9. The Employer shall be entitled at its absolute discretion to assign the benefit and/or rights under this Deed to the Management Corporation of the Premises or to any other person without the consent of the Tenderer and/or the Sub-Contractor (hereinafter called "the Assignee") and after such assignment, the Tenderer and the Sub-Contractor shall perform all their obligations under this Deed as if the Assignee had been the party to whom this Deed was given instead of the Employer. For the avoidance of doubt, such an assignment shall not prejudice, modify, limit, exclude or affect in any way the Employer's rights and remedies against the Tenderer and the Sub-Contractor under the Contract (in the case of the Tenderer) and at law.
10. Any notice or demand required to be made shall be sufficiently given if sent by registered post to the aforesaid addresses of the Tenderer or the Sub-Contractor or such addresses specified by them and shall be deemed to be received at the time when it would have been delivered in the ordinary course of post.
11. The rights and benefits conferred upon the Employer by this Deed are in addition to any other rights and remedies the Employer has or may have against the Tenderer and/or the Sub-Contractor including without limitation, its rights and remedies under the Contract (in the case of the Tenderer) and at law.
12. The exercise by the Employer of any of its rights under this Deed in any manner (including without limitation engaging third parties to remedy the Defects shall not in any way relieve the Tenderer and the Sub-Contractor or their obligations under this Deed, the Contract (in the case of the Tenderer) and at law.
13. The terms and conditions of this Deed may not be modified unless such modification is contained in a written document that is signed by all parties.
14. A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 538) or any subsequent modification or re-enactment thereof to enforce any of its terms, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.



Section 03 General Data

This Deed shall be valid for the period of \_\_\_\_\_ [ \_\_\_\_\_ ] years calculated from the issue of the Completion Certificate for the last completed Phase of the Premises under the terms of the Contract.

IN WITNESS WHEREOF THIS AGREEMENT IS EXECUTED AS A DEED AND DELIVERED THE DAY AND YEAR FIRST ABOVE WRITTEN

The Common Seal of

\_\_\_\_\_  
(Name of Tenderer)  
Signed by the said

\_\_\_\_\_  
(Name of Designation of Signatory)  
was affixed in the presence of

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Signature of Witness)

Name : \_\_\_\_\_  
Designation: \_\_\_\_\_  
Address : \_\_\_\_\_

\_\_\_\_\_  
(Name of Sub-Contractor/Supplier)  
Signed by the said

\_\_\_\_\_  
(Name of Designation of Signatory)  
was affixed in the presence of

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Signature of Witness)

Name : \_\_\_\_\_  
Designation: \_\_\_\_\_  
Address : \_\_\_\_\_

### 3.7 Specimen of Banker's Guarantee / Performance Bond

Deed made the \_\_\_\_\_ day of \_\_\_\_\_ 2026

To: **KIDSTART SINGAPORE LTD**, a company incorporated in Singapore and having its registered office at, **30 PRINSEP STREET, #06-01, WEWORK, SINGAPORE 188647** (the "Employer").

#### WHEREAS

- (A) The Employer has entered into a contract dated [ ] (the "Contract") with [ ] (the "Tenderer") in which the Tenderer agreed to undertake the Proposed Design & Build Works for KidSTART Singapore Ltd At Paya Lebar Quarter – PLQ 2 (the "Works").
- (B) The Tenderer is required under the Contract to pay the sum of [state Sum in words] (S\$[state Sum in figures]) only as a cash deposit for the due performance and observance by the Tenderer of all stipulations, conditions and agreements under the Contract.

Now in consideration of the Employer not insisting on the Tenderer paying the sum of [state Sum in words] (S\$[state Sum in figures]) as a cash deposit for the Contract, we (at the request of the Tenderer) hereby agree as follows:

1. We [*insert name and address of bank*] hereby irrevocably and unconditionally undertake, covenant and firmly bind ourselves to pay to you on demand any sum or sums which may from time to time and at any time be demanded by you up to a maximum sum of [state Sum in words] (S\$[state Sum in figures]) (the "Sum") immediately upon receiving your written notice of demand for payment made in the manner as set out in Clause 2 hereof. Such demand(s) shall be conclusive evidence of our liability and of the amount of the sum or sums which we are liable to pay to you.
2. Upon your demand of the whole or any part of the Sum made in writing addressed to us and sent by hand or by AR registered post to [*insert address of Bank's notification office*] or at such other address as may be notified by us in writing to you, and made at any time on or before the expiry of 90 days after the Termination Date (or extended Termination Date as the case may be) of this Bond, we shall immediately pay the sum demanded to you notwithstanding the existence of any dispute or differences which may have arisen in relation to the Contract or any amount payable under the Contract or any defences which the Tenderer may have, or any request or instruction which may have been given to us by the Tenderer not to pay the same, or any objection made by the Tenderer or any other person.
3. We shall not be obliged to and shall not inquire into the reasons, grounds or circumstances of any demand made by you nor into the respective rights, obligations and/or liabilities between you and the Tenderer under the Contract, or into the authenticity of your notice or the authority or entitlement of persons signing such notice but shall immediately pay to you the Sum (or any part as stated in your demand) on your written demand made in the manner as set out in Clause 2 herein. You shall not be obliged to exercise any other right or remedy you may have, including taking legal action against the Tenderer, before making any call or demand on this Bond. We confirm and agree that except only in a clear case of fraud, no party shall be entitled to or apply

to seek to enjoin or restrain you from making any call or demand on this Bond or receiving any monies under this Bond or enjoin or restrain or to seek to enjoin or restrain us from making payment under this Bond on any other ground including the ground of unconscionability.

4. Our liability under this Bond shall not be discharged, released, affected or impaired in any way by reason of any modification, amendment or variation in or to any of the obligations, conditions or provisions of the Contract or the works under the Contract or by reason of any arrangement made between you and the Tenderer or by reason of any breach or breaches of the Contract by you or by the Tenderer, whether the same is or are made or occurs with or without our knowledge or consent. We further agree that no invalidity in the Contract nor its avoidance, suspension or termination shall discharge, release, affect or impair our liability hereunder and that no waiver, compromise, indulgence or forbearance, whether as to time, payment, performance or any other matter afforded by you to the Tenderer under the Contract, shall discharge, release, affect or impair our liability hereunder. Further, nothing in this clause shall cause this Bond to be construed as a guarantee. Our obligation to make payment under this Bond shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason.
5. Our liability under this Bond shall continue and this Bond shall remain in full force and effect from [insert Commencement Date] until 90 days after the date of issuance of the Maintenance Certificate under the Contract provided always that the expiry date of this Bond and our liability hereunder shall be automatically extended for successive periods of 90 days (the last day of which shall be known as the "Expiry Date") unless we have given you 90 days' written notice sent to you by AR registered post prior to the Expiry Date of our intention not to extend this Bond whereupon this Bond shall expire on the Expiry Date (the "Termination Date") and you shall be entitled, upon receipt of such notice from us, to either:
  - a) make a demand under this Bond in the manner as set out in Clause 2 herein; or
  - b) direct us to extend the validity of this Bond for a further period not exceeding 90 days and this Bond shall then expire on the last day of such further period (the "extended Termination Date").
6. We shall pay any amount demanded by you under this Bond either by cheque issued to you or by transfer to an account in your name at such bank in such place as you shall direct, as elected by you in the notice of demand made in the manner as set out in Clause 2 hereof. Payment of any sum by us hereunder shall be made without any set-off, deduction or counterclaim whatsoever.
7. The Employer shall be entitled to make one or more demands under this Bond so long as the demands are made in the manner as set out in Clause 2 hereof and the aggregate amount specified in all such demands does not exceed the Sum.
8. The Employer shall be entitled to assign the benefit of the whole or any part of this Bond or any right or interest in or under this Bond at any time without our consent or the Tenderer's consent.
9. This Bond is governed by the laws of the Republic of Singapore and the parties agree to submit to the non-exclusive jurisdiction of the Singapore Courts.
10. A person who is not a party to this Bond shall have no rights or remedies under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms in this Bond.



Section 03 General Data

In witness whereof this document has been executed as a Deed the day and year first above written.

Signed by:

\_\_\_\_\_  
(Name and Designation of Officer)  
for and on behalf of the

\_\_\_\_\_  
(Name of Bank)  
in the presence of: -

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

Name : \_\_\_\_\_  
Designation: \_\_\_\_\_  
Address : \_\_\_\_\_

---

**3.8 Letter of Undertaking for Restriction of Employment of Foreign Workers**

To:

**KIDSTART SINGAPORE LTD**, a company incorporated in Singapore and having its registered office at, **30 PRINSEP STREET, #06-01, WEWORK, SINGAPORE 188647** (the "Employer").

Dear Sirs

***PROPOSED DESIGN AND BUILD WORKS FOR KIDSTART SINGAPORE LTD  
AT PAYA LEBAR QUARTER - PLQ 2***

**LETTER OF UNDERTAKING FOR RESTRICTION OF EMPLOYMENT OF FOREIGN WORKERS**

We, [Tenderer], hereby declare and undertake to you that we have not and will not employ any Foreign Employee or any person for the purpose of the above Project in contravention of the Employment of Foreign Manpower Act (Cap. 91A) and/or the Immigration Act (Cap. 133) and their subsidiary legislation and/or all enactment or re-enactment thereof.

Yours faithfully,

[Tenderer]

---

**3.9 GST Declaration Form**

1. We confirm that the Tender Sum and the unit rates, prices and costs submitted in this Tender are exclusive of any tax chargeable under or by virtue of the prevailing Goods and Services Tax Act or any amendment or re-enactment thereof on the supply of goods and services made under this contract.
2. We confirm that we are / are not (tenderer to delete whichever is not applicable) a taxable person within the meaning given to it under the prevailing Goods and Services Tax Act or any amendment or re-enactment thereof and that our Goods and Services Tax Registration Number is \_\_\_\_\_
3. In the event that is subsequently established that the GST or any part thereof is not chargeable and the Employers has paid such GST to us, we shall reimburse such GST to the Employer, whether or not we have paid such GST to the Comptroller of Goods and Services Tax.

### 3.10 Preliminary Project Milestone (Issue for Information Only)

Issuance of Tender Document	08 June 2026
Submission of Tender Queries	15 June 2026
Tender Query Response	18 June 2026
Tender Submission	23 June 2026
Tender Interview	03 – 30 July 2026
Appointment of Tenderer (Tentative)	04 August 2026
Site Access	10 September 2026
Construction Period	10 September – 24 December 2026
Handover / Date of Completion (upon issuance of TFP/FSC)	30 December 2026
Close Out and Final Account	30 January 2027
Maintenance Period	12 months upon issuance of Handing Over Certificate

Employer reserves the rights to adjust the above milestones.