

AGREEMENT FOR PROJECT MANAGEMENT SERVICES

BETWEEN

{EMPLOYER}

AND

{PROJECT MANAGER}

FOR

{PROJECT TITLE}

**STANDARD CONSULTANCY AGREEMENT
LIST OF AMENDMENTS**

Standard Consultancy Agreement (Dec 2021 Version)	Standard Consultancy Agreement (Mar 2023 Version)
MAIN TERMS AND CONDITIONS	
<p>6 PAYMENTS TO THE PROJECT MANAGER</p> <p>No provision</p>	<p>6 PAYMENTS TO THE PROJECT MANAGER</p> <p>(8) The Employer is agreeable to the Project Manager assigning its Receivables to any Factor, subject to the following:</p> <ul style="list-style-type: none"> a. the Project Manager warrants and represents to the Employer that it has not previously assigned such Receivable to any person other than the Payee of such Receivable; b. the Project Manager shall provide to the Employer any information in relation to the Payee and the factoring arrangement as the Employer may from time to time reasonably require; c. such assignment shall be without prejudice to the Employer’s rights against the Project Manager under the Agreement, at law or in equity, including the Employer’s rights of deduction and set-off; d. the Project Manager shall ensure that: <ul style="list-style-type: none"> (i) each of its invoices for assigned Receivables (each, a “Factored Invoice”) indicate a Factor as the Payee; (ii) it shall not issue any Factored Invoice indicating a person that is not a Factor as the Payee;

	<p>(iii) where any Factored Invoice is in respect of goods or services on which GST is chargeable by the Project Manager, the Payee is indicated as the payee of the entire amount (including GST) of such Factored Invoice, unless the Employer agrees otherwise in writing; and</p> <p>(iv) where payment of the Receivable to the Factor is subject to withholding tax under Singapore law, the Project Manager shall give prior written notice of this to the Employer and comply with all reasonable invoicing directions of the Employer in connection with such withholding;</p> <p>e. the Project Manager acknowledges and agrees that:</p> <p>(i) the Employer shall not be required to verify whether:</p> <p>(A) payment of any Factored Invoice to the Payee is in accordance with a valid factoring arrangement; or</p> <p>(B) the Project Manager has complied with Clause 6(8)(d);</p> <p>(ii) payment made by the Employer to the Payee in respect of any Factored Invoice shall constitute a full discharge of the Employer's payment obligations to the Project Manager in respect of such Factored Invoice;</p> <p>(iii) where a Factored Invoice includes GST, payment made by the Employer to the Payee in respect of such GST shall constitute a full discharge of the Employer's payment obligations to the Project Manager in respect of such GST;</p> <p>(iv) if the Project Manager issues a Factored Invoice which indicates a Payee that is not a Factor, the Employer shall have the right to reject such invoice and require the Project Manager to reissue such</p>
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	<p>invoice indicating either the Project Manager or a Factor as the Payee; and</p> <p>(v) in the event withholding taxes are imposed by the tax authorities on any payment made pursuant to a Factored Invoice and such withholding taxes have not already been withheld by the Employer by way of deduction without any obligation to gross up, the Project Manager shall indemnify and hold the Employer harmless from and against all such withholding taxes and any other Losses incurred or suffered by the Employer arising in connection with such withholding tax;</p> <p>f. the Project Manager shall ensure that all its invoices that are not factored do not indicate a Factor as the Payee. If the Project Manager indicates the Factor as the Payee in any invoice that is not factored, payment made by the Employer to the Payee in respect of such invoice shall constitute a full discharge of the Employer’s payment obligations to the Project Manager in respect of such invoice; and</p> <p>g. the Employer shall have the right at any time (whether before or after receiving a Factored Invoice) to withdraw its consent to any factoring arrangement by giving notice to the Project Manager and the Factor, and upon such withdrawal of consent:</p> <p>(i) the Employer shall be entitled to pay all Receivables to the Project Manager without being liable to the Project Manager or the Factor for any Losses; and</p> <p>(ii) the Project Manager shall reissue any Factored Invoice if required by the Employer.</p> <p>For the purposes of this Clause 6(8), unless the context otherwise requires —</p> <p>“Factor” means any person:</p>
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	<p>(i) listed in the “List of Factoring Companies” at the Vendors@Gov website; and</p> <p>(ii) has an approved vendor record in the Vendors@Gov system or other electronic invoicing system maintained by the Employer.</p> <p>“Losses” means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts’ and consultants’ fees), settlement sums and sums paid in satisfaction of a court, arbitral or expert award.</p> <p>“Payee” in relation to a Receivable, means the person specified in the Project Manager’s invoice to the Employer as the payee of such Receivable.</p> <p>“Receivables” means the amounts payable by the Employer to the Project Manager under the Agreement, subject to the Employer’s rights against the Project Manager under the Agreement, at law or in equity, including the Employer’s rights of deduction and set-off.</p>
No provision	<p>15 COMPLIANCE WITH PROGRESSIVE WAGE MARK REQUIREMENTS</p> <p>(1) Subject to Clauses 15(2) and 15(3), for the entire period of the Agreement, a Project Manager who is PW Mark-Eligible shall comply with all the following:</p> <p>(a) maintain a valid Progressive Wage Mark or Progressive Wage Mark Plus issued by the relevant authority through the GoBusiness Portal (individually and collectively referred to as “PW Mark”);</p> <p>(b) ensure that each sub-consultant who is or becomes PW Mark-Eligible shall obtain and maintain a valid PW Mark for the entire period of Agreement;</p> <p>(c) notify the Employer of any change to its (Project Manager) or any of its sub-consultant’s PW Mark accreditation status within [one month] after the change; and</p> <p>(d) replace any sub-consultant who is PW Mark-Eligible that fails to maintain a valid PW Mark during the period of Agreement with</p>

	<p>another sub-consultant approved in writing by the Employer within [one month] of the Project Manager being notified of such failure. The Project Manager shall comply with Clauses 15(1)(b) to (d) in respect of any replacement sub-consultant.</p> <p>(2) If at the time of the award of the Tender, the Project Manager who is PW Mark-Eligible has neither obtained nor applied for the PW Mark, the Employer shall have the right to exempt the Project Manager from compliance with Clause 15(1)(a) for such period of time as determined by the Employer.</p> <p>(3) If at the time of the award of the Tender, the Project Manager who is PW Mark-Eligible has applied for but has yet to successfully obtain the PW Mark, the Project Manager shall comply with all the following:</p> <p>(a) be exempted from compliance with Clause 15(1)(a) during the period where the initial application for the PW Mark is being processed on the GoBusiness Portal. The Employer may extend the period of exemption by one or more consecutive periods as determined by the Employer; and</p> <p>(b) notify the Employer of the outcome of the Project Manager’s application(s) for the PW Mark within [one month] after the date of receipt of the outcome of the application, and provide the Employer with the e-Certificate as proof of the successful application (if any).</p> <p>(4) If a Project Manager who is not initially PW Mark-Eligible becomes PW Mark-Eligible at any point in time during the period of Agreement, the Project Manager shall comply with all the following:</p> <p>(a) notify the Employer on its eligibility for the PW Mark within [one month] after the first day of employment of the relevant Local Resident Worker(s) covered by the Sectoral Progressive Wages and/or Occupational Progressive Wages;</p> <p>(b) apply for a PW Mark through the GoBusiness Portal by the end of the <u>third</u> month of employment of the relevant Local Resident Worker(s) in Clause 15(4)(a);</p>
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	<ul style="list-style-type: none"> (c) provide the Employer with proof of its application for a PW Mark within [one month] after the date of submission of the application; (d) notify the Employer of the outcome of the Project Manager’s application for PW Mark within [one month] after the date of receipt of the outcome of the application, and provide the Employer with the e-Certificate as proof of the successful application (if any); and (e) maintain a valid PW Mark for the remaining duration of the period of Agreement. <p>(5) A Project Manager who is not PW Mark-Eligible shall comply with all the following:</p> <ul style="list-style-type: none"> (a) ensure that each sub-consultant who is or becomes PW Mark-Eligible shall obtain and maintain a valid PW Mark for the entire period of Agreement; (b) notify the Employer of any change to any sub-consultant’s PW Mark accreditation status within [one month] after the change; and (c) replace any sub-consultant who is PW Mark-Eligible that fails to maintain a valid PW Mark during the period of Agreement with another sub-consultant approved in writing by the Employer within [one month] of the Project Manager being notified of such failure. The Project Manager shall comply with Clauses 15(5)(a) to (c) in respect of any replacement sub-consultant. <p>(6) The Employer shall have the right to terminate the Agreement by giving [two months’] prior written notice to the Project Manager if the Project Manager fails to comply with any of the provisions in Clauses 15(1), 15(3)(b), 15(4) and 15(5).</p> <p>(7) For the purposes of this Clause 15, unless the context otherwise requires —</p>
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	<p>“PW Mark-Eligible” in relation to an employer, means an employer who is eligible to apply for a Progressive Wage Mark or Progressive Wage Mark Plus as the employer employs at least a Local Resident Worker covered by the prevailing Sectoral Progressive Wages or Occupational Progressive Wages that are in effect during the period of Agreement.</p> <p>“GoBusiness Portal” refers to https://www.gobusiness.gov.sg/ and its webpages.</p> <p>“Local Resident Worker” means an employee who is a Singapore Citizen or Permanent Resident.</p> <p>“Sectoral Progressive Wages” mean the progressive wage structure implemented for specified sectors under the Progressive Wage Model.</p> <p>“Occupational Progressive Wages” mean the progressive wage structure implemented for specified occupations under the Progressive Wage Model.</p>
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Other Templates:

Undertaking to Safeguard Official Information (sample copy)

Letter of Acceptance (sample copy)

AGREEMENT FOR PROJECT MANAGEMENT SERVICES

DATE:

PARTIES:

- (1) {Name of Employer and Address} (hereinafter called the “Employer”)
- (2) {Name of Project Manager and Address} (hereinafter called “the Project Manager”)

RECITALS:

- (1) The Employer requires project management services for the {Project Title} (“Project”) at Singapore.
- (2) The Project Manager agrees to render the project management services specified in this Agreement to the Employer.

OPERATIVE PROVISION:

IT IS AGREED that the Employer hereby appoints the Project Manager to render the said project management services for the Project and the Project Manager accepts the appointment on the terms and conditions as laid down in this Agreement.

This Agreement is signed on the {Date to correspond with MOA/1}.

Signed by

_____)
(Name & Designation) _____)
for and on behalf of the Employer _____) (Signature)

in the presence of:

_____)
(Name, Designation and Address of Witness) _____) (Signature of Witness)

Signed by:

_____)
(Name & Designation) _____)
for and on behalf of _____)
(Name and Address of Project Manager Firm) _____) (Signature)

in the presence of:

_____)
(Name, Designation & Address of Witness) _____) (Signature of Witness)

Signed by (another member of Consortium, if applicable:

_____)
(Name & Designation) _____)
for and on behalf of _____)
(Name and Address of Project Manager Firm) _____) (Signature)

in the presence of:

_____)
(Name, Designation & Address of Witness) _____) (Signature of Witness)

TERMS AND CONDITIONS OF AGREEMENT FOR PROJECT MANAGEMENT SERVICES

1 GENERAL PROVISIONS

1.1 Scope of Services

- (1) The project management services to be performed by the Project Manager under this Agreement (i.e. the “Services”) as described in the Appendix.
- (2) The Project Manager shall carry out this Agreement in stages as described in the Appendix. The Project Manager shall proceed with each stage of the Agreement only upon confirmation by the Employer in writing.

1.2 Relationship between the Parties

- (1) Nothing contained herein shall be construed as establishing or creating a relationship of master and servant or principal and agent between the Employer and the Project Manager.

1.3 Definition

- (1) Words importing the singular only also include the plural and the masculine includes the feminine and vice-versa where the context requires.
- (2) “Agreement” means these Terms and Conditions and the Appendix, Employer’s Requirements, Project Manager’s Tender Proposals, Letter of Acceptance and such other letters and documents as the parties may expressly identify in writing and agree as forming part of the Agreement.
- (3) "Consortium” means an unincorporated joint venture by two or more persons through the medium of a consortium or a partnership.
- (4) “Project Manager” means the person or persons, firm or company whose Tender Proposals have been accepted by the Employer and includes the Project Manager’s successors.
- (5) “Project Manager’s Tender Proposals” shall include any Form of Tender submitted by the Project Manager, all cost and technical proposals, drawings, specifications, calculations, manuals and other information submitted by the Project Manager in response to the Employer's Requirements.
- (6) “Contract” means the contract between the Employer and the Contractor in respect of the Works and shall have the same meaning as defined in Clause 1.1 of the Public Sector Standard Conditions of Contract for Construction Works.
- (7) “Contractor” means the person or firm or corporation responsible for the execution and completion of the Works.

- (8) “Defects Liability Period” means the Defects Liability Period set out in the Appendix calculated from the date of Substantial Completion of the Works as certified by the Superintending Officer.
- (9) “Employer” means the government or the statutory body as the case may be.
- (10) “Employer’s Requirements” means
- (a) all requirements specifically set out in the Employer’s invitation or other document by whatever name or description setting out the purpose (whether with or without other details) of the Services;
 - (b) all requirements not specifically set out in the Tender or any document, but which a reasonably experienced Project Manager would consider as being necessary for the satisfactory performance of the Services; and
 - (c) all requirements not specifically set out in the Tender or any document, but which a reasonably experienced Project Manager would consider as being necessary for the purpose and integrity of the Services.
- (11) “Government” means the Government of the Republic of Singapore.
- (12) “Letter of Acceptance” means the formal acceptance by the Employer of the Project Manager’s offer to provide project management services for a fee.
- (13) “Pandemic Outbreak” means a pandemic or an outbreak of infectious disease occurring over a wide geographical area crossing international boundaries, usually affecting a large number of people, declared by:
- (a) The World Health Organisation or any international-health related authority;
 - (b) The health-related authority in the geographical area where the pandemic or infectious disease is occurring; or
 - (c) The Ministry of Health of Singapore
- (14) “Project” means the proposed works stated in the Appendix.
- (15) “Provisional Sum Item” means an item of work (including a measure to be adopted in respect of a Pandemic Outbreak) which shall only be executed or provided upon instruction in writing by the Employer, who may decide that the work in whole or in part or not at all may be carried out by the Project Manager.
- (16) “Tender” means the Project Manager’s offer to the Employer to perform the Services for a fee as accepted by the Letter of Acceptance.
- (17) “Services” means the services to be performed by the Project Manager as described in the scope of services stated in Annex A of the Appendix.
- (18) “Superintending Officer” means the person, firm or corporation appointed as such by the Employer for the purposes of administering the Contract between the Employer and the Contractor in respect of the Works.

- (19) “Works” means the works of both permanent and temporary nature to be executed in accordance with the Contract between the Employer and the Contractor.
- (20) All references to clauses are references to clauses numbered in these Terms and Conditions of Agreement and not to those in any other document forming part of the Agreement unless otherwise expressly stated.
- (21) Except as the context otherwise requires,
 - (a) “Day” shall mean calendar day
 - (b) “Month” shall mean calendar month
- (22) References to a person include any natural person, sole proprietorship, company (including an incorporated joint-venture company), limited liability partnership, partnership (including a registered partnership, and registered limited partnership), business trust, unincorporated association or government agency (whether or not having separate legal personality).

1.4 Headings

- (1) The headings in this Agreement shall not be deemed to be part of or be taken into consideration in the interpretation or construction of the Agreement.

1.5 Waiver

- (1) No waiver by either party of any default by the other in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other default whether of a like or different character.

1.6 Variation

- (1) Should circumstances arise which call for modifications of the Agreement, these may be made by mutual consent given in writing by the parties hereto.

1.7 Consortium

- (1) Each member of the Consortium, registered partnership, or registered limited partnership shall be jointly and severally responsible to the Employer for the due performance of the agreement.
- (2) Should the Project Manager be a Consortium, and any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation, then unless otherwise agreed in writing by the Employer:
 - a. This Agreement shall continue and not be terminated; and
 - b. The remaining member(s) of the Consortium shall be obliged to carry out and complete the Agreement.
- (3) In addition to the above, where the Project Manager is a registered partnership or registered limited partnership, this Agreement shall not be dissolved by the

death or withdrawal of any partner. Each partner shall be deemed jointly and severally liable to the Employer under the Agreement.

2 DOCUMENTS AND INFORMATION

2.1 Documents To Be Taken As Mutually Explanatory

- (1) The several documents forming the Agreement are to be taken as mutually explanatory of one another but in the event of any conflict or in consistency between the Terms and Conditions and the other documents forming the Agreement, the Terms and Conditions shall be given precedence.

2.2 Use of Project Manager's Proposals and Employer's Requirements

- (1) As between the parties, copyright and other intellectual property rights in the Project Manager's Tender Proposals shall remain with the Project Manager. However, the Project Manager shall be deemed to have given to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Project Manager's Tender Proposals, including making and using modifications of them, for the purposes of completing, operating, maintaining, altering, repairing and demolishing the Project.
- (2) As between the parties, copyright and other intellectual property rights in the Employer's Requirements shall remain with the Employer. The Project Manager may, at his cost, copy, use and communicate the Employer's Requirements, but only if the said copying, use and communication is necessary for the design, execution and completion of the Project.

2.3 Information To Be Supplied To The Project Manager

- (1) The Employer shall supply to the Project Manager all data and information relating to the Project and give such assistance as shall reasonably be required for the carrying out of the Services by the Project Manager. All information issued to the Project Manager shall be used by the Project Manager solely for the purpose of carrying out his duties, obligations and responsibilities under this Agreement and not otherwise.
- (2) The Project Manager acknowledges that all information acquired in the course of the carrying out of his duties, obligations and responsibilities under the Agreement are strictly confidential. Such information shall not be published or communicated by the Project Manager to any unauthorised person in any form at any time without the prior express sanction of the Employer.

3 OBLIGATIONS AND LIABILITIES OF THE PROJECT MANAGER

3.1 Obligations of The Project Manager

- (1) The Project Manager shall exercise all reasonable skill, care and diligence in the performance of the Services under the Agreement and shall carry out all his responsibilities in accordance with good and sound professional practice. The Project Manager shall in all professional matters act as a faithful adviser to the Employer and in so far as any of its duties are discretionary, act fairly as between the Employer and third parties.
- (2) The Project Manager will provide all the expert technical advice and skills which are required for the Services for which he is engaged.

3.2 Liabilities of The Project Manager

- (1) The Project Manager shall not be held responsible for any liabilities suffered by the Employer that results solely from the acts or omissions of the consultants or other specialists and the various contractors, sub-contractors and the employees of the same or any other persons performing any of the works in the Project who are not in the employment of or engaged by the Project Manager.
- (2) The Project Manager shall indemnify and hold harmless the Employer against any and all claims, damages, expenses or costs (including those asserted by third parties) arising directly or indirectly from his acts, errors or omissions, and the acts, errors or omissions of its servants, agents or employees.
- (3) The Project Manager shall be liable for any violation of legal provisions or rights of third parties in respect of patents, copyrights or other intellectual property rights introduced into documents prepared by him or otherwise used in the course of providing the Services and shall indemnify the Employer against any claims for infringement or alleged infringement of the same.

4 COMMENCEMENT, COMPLETION, PROGRAMME AND DELAY

4.1 Agreement In Force

- (1) The Agreement shall be deemed to come into force on the date of the issue of the Letter of Acceptance by the Employer.

4.2 Commencement and Completion of each Stage of the Services

- (1) The Project Manager shall commence the Services on the date of commencement as notified by the Employer in writing.
- (2) The Project Manager shall proceed with each stage of the Services only upon confirmation by the Employer in writing.
- (3) The Employer shall not be required to proceed with the engagement of the services beyond Stage I of the Project if the Employer does not obtain the necessary internal project approval from within the Government to proceed with the Project. In such an event, the Employer may discontinue this Agreement by giving the Project Manager █ days' written notice. The Project Manager shall

be paid in accordance with Clause 6(7). For the avoidance of doubt, a discontinuance of this Agreement under this Clause 4.2(3) shall constitute a cessation of the Agreement such that Clauses 10(3), 10(4) and 10(5) shall apply *mutatis mutandis*.

- (4) The Project Manager shall render the Services under this Agreement until the Project and its related works are completed. The Project shall be deemed to be completed upon the expiry of the Defects Liability Period of the final contract in connection with the Project or the issuance of the Certificate of Statutory Completion for the Project by the Building and Construction Authority whichever is later.

4.3 Programme

- (1) The Project Manager shall plan, execute and complete the Services within the period stipulated in the Employer's Requirements. The Project Manager's programme for this shall incorporate services to be carried out by other consultants and reflect the important milestones and activities for items of services to be delivered by the other disciplines. The programme shall be implemented only upon the written approval by the Employer. For the avoidance of doubt, any such approval shall be without prejudice to the Project Manager's obligations and responsibilities as set out in this Agreement.
- (2) The Project Manager shall use his best endeavours to maintain where possible the period stipulated for the completion of the Services as set out in the programme notwithstanding delays caused by reasons beyond the Project Manager's control.

4.4 Delay of Services

- (1) The Project Manager shall closely monitor progress of the Project and notify the Employer whenever there are possible delays and their likely effect on the overall period of completion of the services. The Project Manager shall also propose to the Employer recovery actions to be taken to regain the original schedule.

5 REMUNERATION OF THE PROJECT MANAGER

- (1) The Employer shall remunerate the Project Manager in respect of the Services as set out in the Appendix and subject to Clause 5 hereof. The Project Manager's fee excludes Goods and Services tax (GST). The GST chargeable shall be reimbursed separately by the Employer.
- (2) The Employer will not pay for any other additional expenses or costs of whatsoever nature other than that set forth in the Appendix.
- (3) The remuneration of the Project Manager charged to the Employer shall constitute his only remuneration in connection with the Agreement and neither the Project Manager nor his personnel shall accept or have the benefit of any direct or indirect commission, allowance, gratuity or other consideration in

connection with or in relation to the Agreement or to the discharge of his obligations hereunder.

- (4) Where any proposed variations to the Works by the Contractor are accepted by the Employer under Clause 19.4 of the Public Sector Standard Conditions of Contract for Construction Works (“PSSCOC”) and such variations result in any actual cost savings, the remuneration of the Project Manager shall be computed based on the amount comprising the Final Project Construction Cost and half the amount of the actual cost savings arising from the variations as determined in the manner referred to in Clause 19.4(8) of the PSSCOC.
- (5) Where an extension of time has been granted for performance of the Works by:
 - (a) the Superintending Officer under the Contract; or
 - (b) under the applicable laws,

to address a Pandemic Outbreak (the duration of such extension, the “**Pandemic Outbreak EOT Duration**”), the Project Manager shall be entitled to remuneration by the Employer for the Pandemic Outbreak EOT Duration computed in accordance with the formula as set out in Annex B of the Appendix.

6 PAYMENTS TO THE PROJECT MANAGER

- (1) Interim payments to the Project Manager shall be made upon the completion and acceptance by the Employer of the items of Services provided as set out in the Appendix. The Project Manager shall submit the request for payment (hereinafter called “Payment Claim”) in accordance with the Employer’s Requirements.
- (2) Within 14 days of receiving a Payment Claim referred to in Clause 6(1), the Employer shall provide a payment response. The amount due shall be paid by the Employer to the Project Manager:
 - a. Where the Project Manager is a taxable person under the Goods and Services Tax Act, within 21 days or such other time period as may be stipulated in the Appendix after the date the tax invoice is submitted to the Employer. The Project Manager shall submit to the Employer a tax invoice under the Goods and Services Tax Act within 7 days of the date of the payment response; or
 - b. In any other case, within 21 days or such other time period as may be stipulated in the Appendix after the expiry of the period within which the payment response is required to be provided under the Building and Construction Industry Security of Payment Act. The Project Manager shall submit to the Employer an invoice within 7 days of the date of payment response.

Where a time period is stipulated in the Appendix, that time period shall prevail.

- (3) If any item or part of an item of the Payment Claim rendered by the Project Manager is disputed or subject to question by the Employer, the payment by the Employer of that part of the Payment Claim which is not contested shall not be withheld on those grounds.
- (4) If in the opinion of the Employer, the Project Manager is in breach of any of the provisions of the Agreement, the Employer shall be entitled to withhold any payment or part thereof as may be due or become payable to the Project Manager without prejudice to any right of action that may have accrued to the Employer and to the continuance of the Agreement unless otherwise terminated by the Employer.
- (5) The Project Manager shall if required by the Employer provide additional supporting documents and records to substantiate the payments to be made to the Project Manager. The Project Manager shall attend or respond to all such queries promptly and at no additional cost to the Employer.
- (6) In the event that the Employer decides to terminate the Agreement in accordance with Clauses 10(1) or 10(2) of the Agreement, the Project Manager shall be entitled to receive the professional fees due for the stages that he has completed up to the effective date of termination. The professional fees payable to the Project Manager shall be determined in accordance with the Appendix.
- (7) In the event that the Employer decides to discontinue the Agreement in accordance with Clause 4.2(3), the Project Manager shall be entitled to receive the professional fees due for the stages that he has completed up to the effective date of discontinuation. The professional fees payable to the Project Manager shall be determined in accordance with the Appendix.
- (8) The Employer is agreeable to the Project Manager assigning its Receivables to any Factor, subject to the following:
 - a. the Project Manager warrants and represents to the Employer that it has not previously assigned such Receivable to any person other than the Payee of such Receivable;
 - b. the Project Manager shall provide to the Employer any information in relation to the Payee and the factoring arrangement as the Employer may from time to time reasonably require;
 - c. such assignment shall be without prejudice to the Employer's rights against the Project Manager under the Agreement, at law or in equity, including the Employer's rights of deduction and set-off;
 - d. the Project Manager shall ensure that:
 - (i) each of its invoices for assigned Receivables (each, a "Factored Invoice") indicate a Factor as the Payee;

- (ii) it shall not issue any Factored Invoice indicating a person that is not a Factor as the Payee;
 - (iii) where any Factored Invoice is in respect of goods or services on which GST is chargeable by the Project Manager, the Payee is indicated as the payee of the entire amount (including GST) of such Factored Invoice, unless the Employer agrees otherwise in writing; and
 - (iv) where payment of the Receivable to the Factor is subject to withholding tax under Singapore law, the Project Manager shall give prior written notice of this to the Employer and comply with all reasonable invoicing directions of the Employer in connection with such withholding;
- e. the Project Manager acknowledges and agrees that:
- (i) the Employer shall not be required to verify whether:
 - (A) payment of any Factored Invoice to the Payee is in accordance with a valid factoring arrangement; or
 - (B) the Project Manager has complied with Clause 6(8)(d);
 - (ii) payment made by the Employer to the Payee in respect of any Factored Invoice shall constitute a full discharge of the Employer's payment obligations to the Project Manager in respect of such Factored Invoice;
 - (iii) where a Factored Invoice includes GST, payment made by the Employer to the Payee in respect of such GST shall constitute a full discharge of the Employer's payment obligations to the Project Manager in respect of such GST;
 - (iv) if the Project Manager issues a Factored Invoice which indicates a Payee that is not a Factor, the Employer shall have the right to reject such invoice and require the Project Manager to reissue such invoice indicating either the Project Manager or a Factor as the Payee; and
 - (v) in the event withholding taxes are imposed by the tax authorities on any payment made pursuant to a Factored Invoice and such withholding taxes have not already been withheld by the Employer by way of deduction without any obligation to gross up, the Project Manager shall indemnify and hold the Employer harmless from and against all such withholding taxes and any other Losses incurred or suffered by the Employer arising in connection with such withholding tax;

- f. the Project Manager shall ensure that all its invoices that are not factored do not indicate a Factor as the Payee. If the Project Manager indicates the Factor as the Payee in any invoice that is not factored, payment made by the Employer to the Payee in respect of such invoice shall constitute a full discharge of the Employer's payment obligations to the Project Manager in respect of such invoice; and
- g. the Employer shall have the right at any time (whether before or after receiving a Factored Invoice) to withdraw its consent to any factoring arrangement by giving notice to the Project Manager and the Factor, and upon such withdrawal of consent:
 - (i) the Employer shall be entitled to pay all Receivables to the Project Manager without being liable to the Project Manager or the Factor for any Losses; and
 - (ii) the Project Manager shall reissue any Factored Invoice if required by the Employer.

For the purposes of this Clause 6(8), unless the context otherwise requires —

“Factor” means any person:

- (i) listed in the “List of Factoring Companies” at the Vendors@Gov website; and
- (ii) has an approved vendor record in the Vendors@Gov system or other electronic invoicing system maintained by the Employer.

“Losses” means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts’ and consultants’ fees), settlement sums and sums paid in satisfaction of a court, arbitral or expert award.

“Payee” in relation to a Receivable, means the person specified in the Project Manager’s invoice to the Employer as the payee of such Receivable.

“Receivables” means the amounts payable by the Employer to the Project Manager under the Agreement, subject to the Employer’s rights against the Project Manager under the Agreement, at law or in equity, including the Employer’s rights of deduction and set-off.

7 ADJUSTMENT OF FEE

- (1) In the event that the Employer requires the services of the Project Manager beyond the Project duration due to causes beyond the control of the Project Manager, the Project Manager shall be reimbursed for the time period for which the additional services are required on a pro-rata basis of the agreed fee over the agreed Project duration as stipulated under Clause 4.2(4).

- (2) In the event of the Employer instructing and requiring alterations or modifications to be effected to the Project (whether such alterations or modifications are to the whole or in part), and such alterations or modifications require additional services to be performed by the Project Manager, then the fees for additional services thereby entailed shall be paid by the Employer to the Project Manager and the completion date of this Agreement shall be accordingly extended by a period as agreed upon by the parties hereto.
- (3) The fee for additional services shall be reimbursed to the Project Manager in accordance to the rates set forth in the Appendix. Where it is agreed that additional time incurred shall be the basis in valuing additional effort, the Project Manager shall submit time sheets to substantiate the additional time spent on which the rates set forth in the Appendix shall apply.
- (4) Similarly, if the alterations or modifications result in reduction of the services to be performed by the Project Manager, then the fee for the reduced services thereby entailed shall be reduced and computed in accordance to the rates set forth in the Appendix. The Project Manager shall not be entitled to any compensation or damages by reason of any such reduction of the Services

Additional Services arising from or in relation to a Pandemic Outbreak

- (5) In the event the Employer instructs the Project Manager in writing to provide services in addition to the Services and such additional services arise from or are in relation to a Pandemic Outbreak (“Pandemic Outbreak Additional Services”), the fee payable by the Employer to the Project Manager for the Pandemic Outbreak Additional Services shall be at the rates set forth in the Appendix, or if no rate for any Pandemic Outbreak Additional Service is set forth in the Appendix, at such rate to be agreed in writing between the Employer and the Project Manager. Where there is no rate set forth in the Appendix for any Pandemic Outbreak Additional Service and the Employer and the Project Manager fail to agree on the fee payable by the Employer to the Project Manager for such Pandemic Outbreak Additional Service, the Project Manager shall not be obliged to perform such Pandemic Outbreak Additional Service.

8 COMMUNICATIONS, RECOMMENDATIONS, APPROVALS

- (1) All communications and recommendations by the Employer, the Project Manager and the principal consultant which affect the Project cost or time of completion shall be made or confirmed in writing. The Project Manager shall obtain written approval of the Employer, or a person designated by the Employer in writing, prior to making any commitment on behalf of the Employer with contractors, material vendors, or others.

9 ASSIGNMENT AND SUB-CONTRACT

9.1 Assignment

- (1) The Project Manager shall not assign or transfer the benefits and obligations of this Agreement or part thereof without the prior consent in writing of the Employer. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.2 Sub-contract

- (1) The Project Manager shall not appoint any sub-project managers to perform the Services without the prior written consent of the Employer. The appointment of the sub-project managers shall not relieve the Project Manager of any of the obligations under the Agreement.
- (2) The sub-project managers appointed pursuant to this clause shall hereafter be referred to as “the Sub-Project Managers”.

10 TERMINATION

- (1) Either party may terminate this Agreement by giving the other party thirty (30) days' written notice of termination in the event of failure on the part of the other party to comply with the Terms and Conditions of this Agreement. Such termination shall not prejudice the right of the party terminating the Agreement to claim any damages arising from the breach of this Agreement.
- (2) Notwithstanding anything in this Agreement, the Employer may at its discretion and for whatever reason elect to terminate this Agreement at any time by giving days' written notice. No compensation or damages shall be paid to the Project Manager should the Employer decide to so terminate this Agreement.
- (3) In the event of the Agreement being terminated in accordance with Clauses 10(1), or 10(2), the Project Manager shall be paid in accordance with Clause 6(6).
- (4) Upon receipt of any such notice of termination in accordance with Clauses 10(1) or 10(2), the Project Manager shall devote himself to completing as far as possible the items of Services already commenced prior to the receipt of the notice of termination. No expenses other than those which are necessary for the completion of such items of services shall be incurred without the Employer's written approval.
- (5) In the event of termination of the Agreement in accordance with this clause, all documents, materials and technical data prepared by the Project Manager pursuant to and for use under this Agreement shall be promptly handed over to the Employer. The Project Manager shall not be entitled to any further payment in respect of such documents, materials and technical data other than the sum payable in accordance with Clause 10(3).
- (6) Neither party shall be liable for any failure to perform its obligations under the Agreement if the failure results from events which are beyond the reasonable control of either party, provided always that whenever possible the affected party will resume that obligation as soon as the factor or event occasioning the

failure ceases or abates. For the purposes of the Agreement, such events shall include acts of God, civil or military authority, civil disturbances, wars, strikes, fires or other catastrophes.

11 SETTLEMENT OF DISPUTES

11.1 Reference to Mediation, Arbitration or Litigation

- (1) Any dispute or difference between the parties arising out of or relating to or in connection with this Agreement including any question regarding its existence, validity or termination, shall be resolved either by reference to mediation, arbitration or by court proceedings as elected by the Employer.

11.2 Mediation

- (1) The parties agree that before referring any dispute or difference to arbitration or court proceedings, they shall consider resolving the dispute or difference through formal mediation. If both parties agree to attempt resolving the dispute through mediation, the parties agree to do so at the Singapore Mediation Centre in accordance with its prevailing prescribed form, rules and procedures.
- (2) For avoidance of doubt, the provision herein shall not amount to any legal obligation on the part of either party to attempt mediation or the extent to which they shall do so, as a means of resolving their dispute or difference.

11.3 Arbitration or Litigation

- (1) The Employer may make the election on whether to proceed with arbitration or litigation in the courts on its own accord by written notice to the Project Manager or shall make the election within thirty (30) days of the receipt of the Project Manager's written notice to make such an election. The Project Manager's written notice shall:-
 - a. state the specific dispute or difference to be resolved and the nature of such dispute or difference; and
 - b. include a request that the Employer makes an election whether the dispute or difference as stated shall be resolved by reference to arbitration or by court proceedings.
- (2) Should the Employer fail to make the election within thirty (30) days of the receipt of the written notice by the Project Manager, the dispute or difference shall be resolved by litigation before a Singapore court of competent jurisdiction.
- (3) In the event that the matter is referred to arbitration, the Employer may elect to refer to arbitration all or any or any part of the dispute or difference as stated by the Project Manager in his written notice. Reference to arbitration in Singapore

shall be in the English language in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force which rules are deemed to be incorporated by reference into this clause.

- (4) The commencement of any arbitration proceedings shall in no way affect the continual performance of the obligation of the Project Manager under this Agreement.
- (5) The arbitral tribunal shall consist of one (1) arbitrator to be agreed upon between the parties. Either party may propose to the other the name or names of one or more persons, one of whom would serve as the arbitrator.
- (6) If no agreement is reached within thirty (30) days after receipt by one party of such a proposal from the other, the arbitrator shall be appointed by the Chairman of the SIAC. Any reference to arbitration under this clause shall be a submission to arbitration within the meaning of the Arbitration Act for the time being in force in Singapore.
- (7) The application of Part II of the International Arbitration Act, and the Model Law referred thereto, to this Agreement is hereby excluded.

12 GOVERNING LAW & NOTICES

12.1 Law

- (1) This Agreement shall be deemed to be made in Singapore and shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose. A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

12.2 Notices

- (1) All notices under this Agreement shall be given in writing and shall be deemed to have been given if delivered or sent by personal delivery to the designated representative of each of the Parties, by registered post addressed to the party at such address as the party in question shall from time to time designate by written notice and until such notice shall be given, the addresses of the parties shall be as specified in the Appendix.
- (2) For the avoidance of doubt, any communication under the Agreement via electronic mail shall be treated as verbal communication. The party issuing such communication shall, within 7 days from the date of the electronic mail confirm the contents of such communication in writing in accordance with Clause 12.2(1).

13 CONFLICT OF INTEREST

- (1) The Project Manager and/or any of his associated consultants/firms/partners shall be disqualified, except as the Employer may otherwise agree, from further provision of goods or services in any other capacity to the Employer, where such provision of goods or services shall place or is likely to place the Project Manager in a position of conflict of interest with the obligations of fidelity to the Employer under the Agreement. This shall include bidding for any contract for provision of goods or services to the Employer in association with other contractors, architects, consulting engineers, manufacturers or suppliers relating to the Project.

14 COMPLIANCE WITH STATUTORY REQUIREMENTS

- (1) The Project Manager shall ensure that the Services to be performed under this Agreement are performed in full compliance with all relevant statutes and all subsidiary legislation made thereunder.

15 COMPLIANCE WITH PROGRESSIVE WAGE MARK REQUIREMENTS¹

- (1) Subject to Clauses 15(2) and 15(3), for the entire period of the Agreement, a Project Manager who is PW Mark-Eligible shall comply with all the following:
 - (a) maintain a valid Progressive Wage Mark or Progressive Wage Mark Plus issued by the relevant authority through the GoBusiness Portal (individually and collectively referred to as “**PW Mark**”);
 - (b) ensure that each sub-consultant who is or becomes PW Mark-Eligible shall obtain and maintain a valid PW Mark for the entire period of Agreement;
 - (c) notify the Employer of any change to its (Project Manager) or any of its sub-consultant’s PW Mark accreditation status within [one month] after the change; and
 - (d) replace any sub-consultant who is PW Mark-Eligible that fails to maintain a valid PW Mark during the period of Agreement with another sub-consultant approved in writing by the Employer within [one month] of the Project Manager being notified of such failure. The Project Manager shall comply with Clauses 15(1)(b) to (d) in respect of any replacement sub-consultant.
- (2) If at the time of the award of the Tender, the Project Manager who is PW Mark-Eligible has neither obtained nor applied for the PW Mark, the Employer shall have the right to exempt the Project Manager from compliance with Clause 15(1)(a) for such period of time as determined by the Employer.

¹ Note: The Employer may adjust the months specified in [brackets].

- (3) If at the time of the award of the Tender, the Project Manager who is PW Mark-Eligible has applied for but has yet to successfully obtain the PW Mark, the Project Manager shall comply with all the following:
- (a) be exempted from compliance with Clause 15(1)(a) during the period where the initial application for the PW Mark is being processed on the GoBusiness Portal. The Employer may extend the period of exemption by one or more consecutive periods as determined by the Employer; and
 - (b) notify the Employer of the outcome of the Project Manager's application(s) for the PW Mark within [one month] after the date of receipt of the outcome of the application, and provide the Employer with the e-Certificate as proof of the successful application (if any).
- (4) If a Project Manager who is not initially PW Mark-Eligible becomes PW Mark-Eligible at any point in time during the period of Agreement, the Project Manager shall comply with all the following:
- (a) notify the Employer on its eligibility for the PW Mark within [one month] after the first day of employment of the relevant Local Resident Worker(s) covered by the Sectoral Progressive Wages and/or Occupational Progressive Wages;
 - (b) apply for a PW Mark through the GoBusiness Portal by the end of the third month of employment of the relevant Local Resident Worker(s) in Clause 15(4)(a);
 - (c) provide the Employer with proof of its application for a PW Mark within [one month] after the date of submission of the application;
 - (d) notify the Employer of the outcome of the Project Manager's application for PW Mark within [one month] after the date of receipt of the outcome of the application, and provide the Employer with the e-Certificate as proof of the successful application (if any); and
 - (e) maintain a valid PW Mark for the remaining duration of the period of Agreement.
- (5) A Project Manager who is not PW Mark-Eligible shall comply with all the following:
- (a) ensure that each sub-consultant who is or becomes PW Mark-Eligible shall obtain and maintain a valid PW Mark for the entire period of Agreement;
 - (b) notify the Employer of any change to any sub-consultant's PW Mark accreditation status within [one month] after the change; and
 - (c) replace any sub-consultant who is PW Mark-Eligible that fails to maintain a valid PW Mark during the period of Agreement with another

sub-consultant approved in writing by the Employer within [one month] of the Project Manager being notified of such failure. The Project Manager shall comply with Clauses 15(5)(a) to (c) in respect of any replacement sub-consultant.

- (6) The Employer shall have the right to terminate the Agreement by giving [two months'] prior written notice to the Project Manager if the Project Manager fails to comply with any of the provisions in Clauses 15(1), 15(3)(b), 15(4) and 15(5).
- (7) For the purposes of this Clause 15, unless the context otherwise requires —

“PW Mark-Eligible” in relation to an employer, means an employer who is eligible to apply for a Progressive Wage Mark or Progressive Wage Mark Plus as the employer employs at least a Local Resident Worker covered by the prevailing Sectoral Progressive Wages or Occupational Progressive Wages that are in effect during the period of Agreement.

“GoBusiness Portal” refers to <https://www.gobusiness.gov.sg/> and its webpages.

“Local Resident Worker” means an employee who is a Singapore Citizen or Permanent Resident.

“Sectoral Progressive Wages” mean the progressive wage structure implemented for specified sectors under the Progressive Wage Model.

“Occupational Progressive Wages” mean the progressive wage structure implemented for specified occupations under the Progressive Wage Model.

16 GOODS AND SERVICES TAX (GST)

- (1) The Project Manager shall declare whether he is or will be registered for GST under the GST Act and, if and when available, furnish to the Employer a copy of his GST registration certificate, or other documentary proof of GST registration issued by the Inland Revenue Authority of Singapore (IRAS). The Project Manager shall inform the Employer immediately of any change in his GST registration status.
- (2) The Project Manager shall be deemed not to have included in his tender, Goods and Services Tax (hereinafter called "GST") chargeable under the Goods and Services Tax Act (Cap 117A) (hereinafter called "GST Act") for the supply of goods, services or works required under the Agreement.
- (3) The Employer shall pay the Project Manager the GST charged on the goods, services or works supplied under the Agreement if the Project Manager is registered for GST under the GST Act.

- (4) Regardless of the currencies in which the Agreement is awarded, GST shall be computed in accordance with the requirements of IRAS and shall be paid by the Employer in Singapore Dollars.

17 WITHHOLDING TAX

- (1) The Employer shall deduct from payments due to the Project Manager the amount of withholding tax at such amount or percentage as may be required by IRAS. This clause is only applicable if the Project Manager is not a resident in Singapore as defined in the Income Tax Act (Cap 134).

18 PROVISIONAL SUM²

- (1) Where the Project Manager is required by the Employer to execute or provide a measure described as a Provisional Sum Item in relation to the Project, the Project Manager shall be reimbursed for the actual cost of such Provisional Sum Item, provided that (i) such costs are no higher than fair market rates incurred for the Provisional Sum Item, and (ii) such costs did not, directly or indirectly, arise out of or in connection with any negligence, breach of contract, unlawful or wrongful action or omission, fraud, bad faith, wilful misconduct or breach of any duty of the Project Manager, any of its sub-consultants or sub-contractors, or any of their respective directors, officers, employees or agents.

² Note: The Employer is required to set aside and clearly specify a separate sum for the provisional sum item(s) as part of the tender documents.

