

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

**PROPOSED ADDITIONS AND ALTERATION WORKS FOR THE OFFICE OF
THE FOOTBALL ASSOCIATION OF SINGAPORE.**

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

We, _____ (hereinafter term as
'the Contractor'), hereby declare and undertake that we will not :-

- a) employ and will ensure that our sub-contractors will not employ any Foreign Workers as defined under the Employment of Foreign Workers Act Cap 91A, its subsidiary legislation and/or all enactment or-re-enactment thereof (hereinafter collectively referred to as 'The Employment of Foreign Workers Act') unless we and our sub-contractors have obtained in respect of the Foreign Worker valid work permit required by the Employment of Foreign Workers Act which allows the Foreign Worker to work for us or our sub-contractors. We shall ensure that the said employment of the Foreign Worker is an accordance with the conditions of the work permit;
- b) harbour or employ and will ensure that our sub-contractors do not harbour or employ any person who has acted in contravention of the provisions of the Immigration Act Cap 133, its subsidiary legislation and/or all enactment or re-enactment thereof (hereinafter collectively referred to as "the Immigration Act"); and
- c) contravene any of the provisions of the Employment of Foreign Workers act and/or the Immigration Act.

For the avoidance of doubt, the Client does not consent nor in any way condone the contravention of any of the provisions of the Employment of Foreign Workers Act and/or the Immigration Act. The Client shall therefore be entitled to carry out checks and inspections of our workers as well as the workers of our sub-contractors, to ascertain whether there is any contravention of the provisions of the Employment of Foreign Workers Act and/or the Immigration Act.

Where in the Client's opinion, there is a contravention of any provision of the Employment of Foreign Workers Act and/or the Immigration Act, the Client shall be entitled, in respect of such a contravention, to deny entry and/or evict any person employed by us and/or our sub-contractors from the site. In such event, we shall not have any claim or recourse whatsoever against the Client.

As required by the Act, we shall

- a) check the passport, document of identity or other travel document of our workers and/or the workers of our sub-contractors in order to establish if the said workers are foreigners;

- b) do everything necessary to assist the Client should the Client wish to check the passport, document of identity or other travel document of our workers and/or the workers of our sub-contractors;
- c) ensure that all Foreign Workers and/or workers who are non-Singapore citizens shall have in their possession the respective valid work permits as required under the Employment of Foreign Workers Act and/or permits and/or passes as required under the Immigration Act;
- d) provide the Client a copy of the Register of Foreign Workers;
- e) updated the aforesaid Register at all times;
- f) before commencement of works, submit a list of all Foreign workers and/or non Singapore citizens employed by us and/or our sub-contractors who are on the site for any reason whatsoever. The list shall contain the following information:-
 - i) name according to legal identification document;
 - ii) nationality;
 - iii) passport number;
 - iv) sex and age;
 - v) work permit number and/or permit number and/or pass number;
 - vi) expiry date of work permit and/or permit and/or pass; and
 - vii) job designation.
- g) update the aforesaid list at all times;
- h) issue security passes to all workers on site, provided that for Foreign Workers and/or non-Singapore citizens, the security passes shall only be issued to those who have valid work permits, and/or permits and/or passes; and
- i) ensure that such security passes must be worn at all times by all the workers on site.

Further, we shall take all the measures which it is required under the Employment of Foreign Workers Act (Cap 91A, 1991 Revised Edition) as amended by the Employment of Foreign Workers (Amendment) Act 1995 and the Immigration Act (Cap 133, 1995 Revised Edition) as amended by the Immigration (Amendment) Act 1995, including the Employment of Foreign Workers (Security Measures for Work Place) Notification 1996 and any other amendment, enactment or notification to the said Acts.

Appendix A3

We shall be liable for and shall indemnify the Client against any damage, expense, liability, loss, claim, proceedings and or penal sanction whatsoever which the Client may incur or suffer by reason of the aforementioned Acts provided the same is caused by any act, omission, default or negligence of the Contractor.

Any breach or default by the Contractor of any of the above-mentioned undertakings shall be construed as a fundamental breach of this Contract which would entitle the Client to terminate the employment of the Contractor and charging all costs and expenditure resulting from the termination to the erring Contractor.

Nothing herein shall be construed as prejudicing or limiting the Contractor's duties under the aforementioned Acts, amendment Acts or Notifications nor be construed as imposing on the Client any of such duties of the Contractor.

Signature of Authorised Person: _____

Name of Signatory/Designation: _____

Address: _____

Date: _____

Company Stamp: _____