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1. DEFINITIONS

1.1 In these Conditions unless the context otherwise requires:

- (a) "Authority" includes any officer authorised by the Authority to act on its behalf.
- (b) "Contract" includes the Instructions to Tenderers, the Contractor's tender, Conditions of Contract, the specifications and samples, Letter of Acceptance, and any Purchase Orders issued by the Authority to the Contractor for the supply of the Goods.
- (c) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
- (d) "Tenderer" means a person or his permitted assigns offering to supply the Goods.
- (e) "Contractor" means the successful Tenderer who has been awarded the Contract by the Authority.
- (f) "Parties" refer to the Authority and the Contractor.
- (g) "Person" includes a corporation or an unincorporated association.

1.2 Words importing the singular include the plural and vice versa.

1.3 The headings are for convenience only and not for the purpose of interpretation.

2 SCOPE OF CONTRACT

2.1 The Contractor shall carry out and complete the supply of all items of Goods in accordance with the Contract. Unless otherwise stated in the Contract, all Goods shall be new and unused.

3 DELIVERY

3.1 The Contractor shall deliver the Goods at the place(s) and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the Authority. The issue of such receipt shall in no way relieve the Contractor from his responsibility for replacing defective or damaged Goods under Clause 4.

4 REMOVAL AND REPLACEMENT

4.1 The Contractor shall at his own cost and when notified in writing by the Authority, remove and replace the Goods that are found on delivery to be damaged, defective or in any way inferior to approved samples, or not in accordance with the Contract, failing which the Authority shall have the right to purchase replacements elsewhere or to make good any damage in any manner it deems necessary and all costs thereby incurred shall be recoverable from the Contractor by deduction from any money due to the Contractor under the Contract.

5 PAYMENT

5.1 Within thirty (30) days of any Goods delivered in accordance with Clause 3.1 of the Contract and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be specified by the Authority and the Authority's receipt as referred to in Clause 3.1 of the Contract, the Authority will make payment

to the Contractor of the full value of all Goods so delivered provided that no payment shall be considered as evidence of the quality of any Goods to which such payments relates nor shall it relieve the Contractor from his responsibilities under Clause 4 hereof.

- 5.2 Where delivery is by consignments, payment will be made within 30 days after delivery of each consignment and the receipt of the above documents.
- 5.3 Without limiting the Authority's right under the Contract, the amount of any payment or debt owed by the Contractor to the Authority under the Contract may be deducted by the Authority from any monies payable by the Authority to the Contractor pursuant to this Contract.

6 RIGHTS OF THIRD PARTIES

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

7 GIFTS, INDUCEMENTS AND REWARDS

- 7.1 The Authority may terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with the Authority or for showing or forbearing to show favour to any person in relation to any Contract with the Authority, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the Authority the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the *Penal Code* or *Prevention of Corruption Act* or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the *Penal Code* or the *Prevention of Corruption Act*.

8 DELAY IN SUPPLY AND DELIVERY

- 8.1 If there is delay in the delivery of any item of Goods under the Contract due to any of the following circumstances, namely, acts of God, force majeure, riots and civil commotions, strikes, lock-outs or other causes or perils beyond the Contractor's control, then in any such case the Contractor shall for the duration of any such circumstance aforesaid, be relieved of his obligation to deliver any such Goods thereby affected but the provisions of the Contract shall remain in full force in regard to any Goods not affected by such circumstances aforesaid.
- 8.2 Subject to Clause 8.1, if the Contractor fails to deliver any item of Goods by the date specified in the Contract, the Authority shall have the right –
- (a) to cancel all or any such items of Goods from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages.

Provided that the recovery of such increased costs aforesaid shall be limited to the quantity of such Goods as is purchased or obtained, not exceeding the quantity stated in the Contract, from other sources after the Contractor's failure as aforesaid

but within three months of the expiry of the Contract.

9 SUB-CONTRACTING AND ASSIGNING

- 9.1 The Contractor shall not sub-contract or assign the Contract without the written consent of the Authority.

10 APPLICABLE LAW

- 10.1 The Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.

11 SUSPENSION OR TERMINATION

- 11.1 The Authority shall, after giving seven (7) days prior written notice to the Contractor have the right to suspend or terminate the Contract if the Authority is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension or termination save that the Authority shall pay the Contractor the price of the Goods delivered and accepted by the Authority. The Authority shall have title to such Goods delivered and accepted. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Authority to the Contractor by reason of this Clause.

12 WARRANTY

- 12.1 The Warranty Period shall commence on the date of successful commissioning of the Goods in Singapore. Please refer to Section 3 Requirement Specifications for the Warranty Period.
- 12.2 Where during the Warranty Period, any Goods is found to be:
- (a) Defective in design, materials or workmanship; or
 - (b) Not in accordance with the Contract or any specifications incorporated therein by reference or otherwise; or
 - (c) Having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees set forth in the Contract or specifications published by the Contractor as applicable to the Goods;

then unless it is shown that the foregoing is caused solely by improper use or mishandling by the Authority, the Contractor shall, at its own expense (including transportation costs), at the written notification of the Authority, replace, rectify or completely repair the damaged or defective Goods. The Contractor may, in lieu thereof, elect to replace the damaged or defective Goods.

13 TITLE AND RISK

- 13.1 Title to the Goods shall pass from the Contractor to the Authority upon successful completion of the Acceptance Test (or upon delivery if there is no Acceptance Test).
- 13.2 The risk of loss or damage to the Goods shall pass from the Contractor to the Authority after the receipt of the Goods by the Authority in Singapore. Risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are received by the Contractor for the purpose of modification, replacement, repair or rectification until the completed Goods are delivered to the Authority.

14 RIGHTS OF THE AUTHORITY IN THE EVENT OF DEFAULT BY THE CONTRACTOR

- 14.1 If the Contractor defaults in his performance of this Contract, the Authority may issue a notice of default to the Contractor informing the Contractor of its default. The Contractor shall, within thirty (30) days of the date of the notice of default, remedy the default. If the Contractor fails to do so, the Contractor shall be taken to have repudiated the Contract and the Authority shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without the Authority being liable therefore in damages or compensation. The said termination shall take effect from the date of the notice of termination.
- 14.2 In the event of termination under Sub-Clause 14.1 above, the Authority shall have the right to purchase from other sources all the Goods which remains undelivered or similar Goods and all increased costs reasonably incurred by the Authority shall be recoverable from the Contractor.
- 14.3 Notwithstanding anything contained herein, the Contractor shall not be entitled to claim for any reimbursement including but not limited to loss of anticipated profit for the value of any of the Goods not delivered prior to the termination of this Contract.

15 VARIATION OF CONTRACT

- 15.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of the Authority.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 The Contractor warrants that the Goods do not infringe any copyrights, and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, know how and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields (hereinafter referred to as "Intellectual Property"). Notwithstanding the above, the Contractor shall indemnify the Authority and its officers or departments against all Intellectual Property infringement claims including any costs, charges and expenses in respect thereof.

17 GOVERNMENT REGULATIONS

- 17.1 The Contractor shall, at its own costs, obtain and maintain all licence and authorisations, including export licences and permits and other governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract, failing which the Authority shall have the right to suspend or terminate the Contract with immediate effect, without any liability to the Contractor for such suspension or termination.

18 INDEMNIFICATION OF AUTHORITY/ GOVERNMENT AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES

- 18.1 In the event of the Authority (including for this purpose every officer and department thereof) being held liable for damages arising out of any claim by any workman or employee employed by the Contractor in and for the performance of the Contract, the Contractor shall indemnify the Authority, its officers or departments against such claim and any costs, charges and expenses in respect thereof,

PROVIDED the same is not caused by the gross negligence or willful default of the Authority, its officers or agents.

19 MEDIATION CLAUSE

- 19.1 Notwithstanding anything in this Contract, in the event of any dispute, controversy or claim arising out of or relating to this Contract, no Party shall proceed to any form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.
- 19.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 19.1.
- 19.3 Failure to comply with Clause 19.1 or 19.2 shall be deemed to be a breach of contract.

20 INTENTIONALLY LEFT BLANK

21 CONSORTIUM

- 21.1 As used in this Contract, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

Joint and Several Responsibility

- 21.2 Each member of the Consortium shall be jointly and severally responsible to the Authority for the due performance of the Contract.

Addition of members to Consortium

- 21.3 Any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.
- 21.4 Should additional member(s) be added to the Consortium at any time with the approval of the Authority, he or they shall be deemed to be included in the expression 'the Contractor'.

Withdrawal from Consortium

- 21.5 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or cease to exist in accordance with the laws of the country of incorporation:
- (a) this Contract shall continue and not be dissolved, and
 - (b) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

22 CONFIDENTIALITY AND SECURITY

- 22.1 Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any purchases made in this Contract or any provisions thereof or any information issued or furnished by or on behalf of the Authority in connection therewith to any person.

- 22.2 In addition to the foregoing, the Contractor shall not make use of any information obtained directly or indirectly from the Authority or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of the Authority.
- 22.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the Authority.
- 22.4 The Contractor, his employees, servants or agents shall at any time, if so required by the Authority, sign an Undertaking to Safeguard HSA and Official Information in the form prescribed in the Schedule to these Conditions of Contract.

23 REPORTING OF WRONGDOING

- 23.1 The Contractor acknowledges that the Authority regards as highly important the proper conduct in accordance with the Authority's internal governance procedures, of all matters related to this Agreement, including its negotiation, execution and fulfilment. Accordingly, the Contractor agrees for the purposes of assisting the Authority to detect and deal with any wrongdoing relating to this Agreement, to promptly report to the Authority's General Counsel where the Contractor has sufficient grounds to reasonably believe that such wrongdoing has been committed by any of the Authority's employees or officers.
- 23.2 For the purposes of this Clause 23, "wrongdoing" shall include any failure to observe a legal obligation, miscarriage of justice, endangering the health or safety of persons or the environment, fraud or deliberate error, academic or professional malpractice, improper conduct or unethical behaviour or participating in or condoning a wrongdoing through wilful suppression or concealment of any information relating to a wrongdoing.
- 23.3 Nothing in this Clause 23 shall affect the Contractor's obligations to the Authority stipulated under any other provision in this Agreement or elsewhere to keep information confidential against unauthorised disclosure to third parties.

24. OPTION TO PURCHASE

- 24.1 The Contractor grants the Authority the options to purchase the item(s) specified in Annex c of this Contract ("the Option to Purchase"). The Option to Purchase shall be exercisable by written notice given by the Authority to the Contractor before the date specified in Annex C of this Contract (Option Validity Date). If the Authority exercises the Option to Purchase, the item(s) purchased shall form part of the Goods defined in this Contract and subject to the same terms and conditions (inclusive of any amendments).
- 24.2 The Option to Purchase shall be exercisable in whole or in part but if in part then in respect of the quantity specified in Annex C of this Contract.