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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 Contractor's tender, Instructions to Tenderers, Conditions of Contract, the specifications and samples, Letter of Acceptance, and any Works Orders issued by the Authority to the Contractor for the supply of the Services.
- (c) "Services" means the work which the Contractor is required to perform under the Contract.
- (d) "Tenderer" means a person or his permitted assigns offering to supply the Services.
- (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 incorporated 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 perform the Services in accordance with the Contract.

3. PERFORMANCE

3.1 The Contractor shall perform the Services 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 re-performing deficient Services.

4. PAYMENT

4.1 Within thirty (30) days of delivery of the Services ordered under the Contract, as above provided, 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 Services so performed provided that no payment shall be considered as evidence of the quality of any Services to which such payments relates.

4.2 The payments under this clause shall not prejudice the Authority's right to reject deficient Services or the Contractor's responsibility to re-perform deficient Services.

4.3 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.

5. RIGHTS OF THIRD PARTIES

- 5.1 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.

6. GIFTS, INDUCEMENTS OR REWARDS

- 6.1 The Authority may terminate the Contract and to 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*.

7. DELAY IN PERFORMANCE

- 7.1 If there is delay in the performance of the Services under the Contract due to any of the following circumstances, namely, acts of God, force majeure, riots and civil commotion, 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 perform such Services thereby affected but the provisions of the Contract shall remain in full force in regard to any Services not affected by such circumstances aforesaid.

- 7.2 Subject to Clause 7.1, if the Contractor fails to complete the performance of Services by the date specified in the Contract, the Authority shall have the right –

- (a) to cancel all or any such items of Services 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 such Services as is purchased or obtained, not exceeding the scope stated in the Contract, from other sources after the Contractor's failure as aforesaid but within three months of the expiry of the Contract.

8. SUB-CONTRACTING AND ASSIGNING

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

9. APPLICABLE LAW

- 9.1 The Contract and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the domestic Laws of the Republic of Singapore for every purpose.

10. SUSPENSION OR TERMINATION

- 10.1 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 Services performed and accepted by the Authority. 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.

11. RIGHTS OF THE AUTHORITY IN THE EVENT OF DEFAULT BY THE CONTRACTOR

- 11.1 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 therefor in damages or compensation. The said termination shall take effect from the date of the notice of termination.
- 11.2 In the event of termination under Sub-Clause 11.1 above, the Authority shall have the right to purchase from other sources all the Services which remains unperformed at the time of termination or similar Services, and all increased costs reasonably incurred by the Authority shall be recoverable from the Contractor.

12. VARIATION OF CONTRACT

- 12.1 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.

13. TAXES, FEES AND DUTIES

- 13.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable under the laws of Singapore, by the Contractor or its employees, including the Contractor's resident engineers and inspectors (if applicable), in carrying out its obligation under the Contract.
- 13.2 If the Authority receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees, or to withhold payments from the Contractor in order that the Authority may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments, the Contractor hereby authorises the Authority to comply with the terms of the said request.
- 13.3 The Authority shall pay to the Contractor a sum equal to the Singapore Goods and Services Tax chargeable on the supply to the Authority of any services by the Contractor in accordance with the Contract. For clarification, "Goods and Services Tax" shall refer to tax under the (Singapore) *Goods and Services Tax Act*, Cap. 117A (2000 ed.).

- 13.4 Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person for the purpose of the Singapore Goods and Services Tax, be in the same form and contain the same information as if it were a tax invoice for the purposes of the Regulations made under the *Goods and Services Tax Act*, Cap. 117A (2000 ed.).

14. GOVERNMENT REGULATIONS

- 14.1 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.

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

- 15.1 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.

16. MEDIATION CLAUSE

- 16.1 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.
- 16.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 16.1.
- 16.3 Failure to comply with Clause 16.1 or 16.2 shall be deemed to be a breach of contract.

17. CONSORTIUM

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

Joint and Several Responsibility

- 17.2 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

- 17.3 Any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.

- 17.4 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

- 17.5 If 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:
- (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.

18. CONFIDENTIALITY AND SECURITY

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.

19. REPORTING OF WRONGDOING

- 19.1 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.
- 19.2 For the purposes of this Clause 19, "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.

- 19.3 Nothing in this Clause 19 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.

20. COMMENCEMENT AND DURATION OF CONTRACT

- 20.1 This Contract shall commence after the warranty expires for the Equipment and shall remain in force for a period of three (3) years.

21. SUPPLY OF SERVICES AS AND WHEN REQUIRED BY THE AUTHORITY

- 21.1 Where the Authority has entered into a Contract with the Contractor for the supply of Services as and when required by the Authority during the period of time specified in the Contract, the Contract shall be deemed to be a Period Contract for the duration of the period of time specified. Where the Contractor receives, during the period of time specified in the Contract, any Works Order for specific Services specified in the Contract, the Contractor shall proceed to perform the Services in accordance with the Contract.

**UNDERTAKING TO SAFEGUARD HEALTH SCIENCES AUTHORITY (HSA) AND
OFFICIAL INFORMATION**

1. My attention has been drawn to section 39 of the *Health Sciences Authority Act* (Chapter 122C) relating to the preservation of secrecy of HSA information and the *Official Secrets Act* (Chapter 213) and in particular to Section 5 thereof relating to the safeguarding of official information.
2. I understand and agree that all HSA or official information acquired by me in the course of my work in connection with this contract is of a strictly secret and confidential nature, and is not to be published or communicated by me to any other person in any form whatsoever except in the course of my official duties on a strictly "need-to-know" basis.
3. I shall ensure that HSA's prior written consent is sought prior to any other person being authorised by me to have access to any HSA or official information.
4. I undertake to return any document received from the Health Sciences Authority, any other copies made or reproduced from such document or part thereof in my possession whenever required by the Health Sciences Authority.
5. I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the *Health Sciences Authority Act* or the *Official Secrets Act*.

Signature

Full Name in BLOCKS

NRIC/Passport No

Designation

Name of Company

Date

Signature of Witness

Full Name in BLOCKS

NRIC No

Address: _____

Date: _____