
IBN/330-02/18 - To supply, deliver, install and commission one (1) unit of Fully Automatic Semi-Preparative Gel Permeation Chromatography (GPC) System with a recycle function that comes along with one column for analytical and one column for semi-preparative purposes.

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CONDITIONS OF CONTRACT

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1. INTERPRETATION:

In these Conditions:

- 1.1. In the Contract (as hereinafter defined), the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

“Acceptance Test” means the Acceptance Test referred to in Clause 8.

“Affiliates” means: (i) an organisation, which directly or indirectly controls either Party; or (ii) an organisation which is directly or indirectly controlled by either Party; or (iii) an organisation, which is controlled, directly or indirectly, by the ultimate parent company of either Party. The term “control” as used herein means the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting security or by contract or otherwise.

“Appendix” means the appendix attached to the Conditions.

“Authorised Variations” means such variations made under Clause 29 of the Instructions to Tenderers and/or Clause 15 of the Conditions.

“Completion Date” means the date by which the Equipment and Works are fully installed and commissioned in accordance with Clauses 7 and 8 or such revised date made thereunder.

“Conditions” means the terms set out herein entitled "Conditions of Contract".

“Contract” means (i) the Invitation to Tender, (ii) the Contractor's Tender Offer, (iii) Letter of Acceptance, (iv) all correspondences referred to and constituting Authorised Variations, (v) Form of Agreement, (vi) any order issued pursuant to Clause 5 and (vii) any other documents agreed by the Institute in writing.

“Contract Price” means the sum payable for the supply of the Equipment and Works under the Contract.

"Contractor" means the successful Tenderer who has been awarded the Contract by the Institute.

“Confidential Information” shall mean all information in any form or manner provided by the Institute to the Contractor or otherwise acquired by the Contractor in the course of or pursuant to this Contract relating to the Equipment, Works, the Requirement Specifications, the Institute, and/or Affiliates, and/or their business, financial or other affairs.

“Delivery Date” means the date for supply and delivery of the Equipment and Works referred to in Clause 7 or such revised date made thereunder.

“Equipment” shall mean the equipment which the Contractor is required to supply under the Contract.

“Extended Contract” means the Contract where in addition to the supply of the Equipment, the Contractor has to supply Works for a period of at least 3 years.

"Goods" means all goods, including technical documentation, parts or units thereof, which the Contractor is required to supply under the Contract, excluding the Equipment.

“Institute” shall mean Institute of Bioengineering and Nanotechnology (IBN) and includes the Institute acting through any officer authorised by the Institute to act on its behalf.

“IP” means all Know-How and intellectual property rights (including without limitation patents, copyrights, designs, semiconductor layout designs, and trade secrets) worldwide arising under statutory or common law, and whether or not perfected.

"Invitation to Tender" means the invitation to participate in this tender and comprises all tender documents forwarded to the Tenderers inclusive of the Covering Letter, Instructions to Tenderers, Conditions of Contract, Requirement Specifications, Evaluation Criteria, any additional instructions to Tenderers (where issued), and any other documents and forms enclosed.

“Know-How” means any methods, techniques, processes, discoveries, inventions, innovations, unpatentable processes, technical information, specifications, recipes, formulae, designs, plans, documentation, drawings, data and other technical information.

“Location” shall mean the place or places where the Equipment and Works are to be delivered, installed, commissioned or performed as specified in the Contract.

“Letter of Acceptance” means the letter issued by the Institute accepting the Contractor’s Tender Offer.

“Party” means either the Institute or the Contractor and “Parties” means both the Institute and the Contractor.

“Requirement Specifications means the specifications as set out in the document titled “Requirement Specifications” in the Invitation to Tender.”

"Services" means the services which the Contractor is required to supply under the Contract.

“Security Deposit” means the sum as referred to in Clause 3 as security for the due performance and observance of the Contractor's obligation under this Contract.

“Tender Offer” means the offer by the Tenderer to supply the Equipment and Works in accordance with the terms and conditions set out in the Contract.

"Tenderer" means a person or his permitted assigns offering to supply the Equipment and Works, and shall be deemed to include two or more persons if appropriate.

“Works” shall mean all Goods and /or Services which the Contractor is required to supply under the Contract.

- 1.2. Words importing the singular shall also include the plural and vice versa where the context requires.
- 1.3. The headings in this Contract are for convenience of reference only and shall not be taken into consideration in the interpretation of this Contract.
- 1.4. Unless otherwise provided, any reference to any statute or legislation shall be deemed to be a reference to such statute or legislation as amended from time to time and shall be deemed to include any subsidiary legislation made thereunder.

2. SCOPE OF CONTRACT

- 2.1. The Contractor shall supply, deliver and install the Equipment and Works as specified in accordance with the Contract in every respect and to the directions and satisfaction of the Institute.
- 2.2. The Contractor shall deliver the Equipment and Goods and perform the Services at the Location and in the manner specified in the Contract. The Contractor shall do or supply all things, without additional charge, which are not expressly specified in the Invitation to Tender but which may be necessary for the proper completion of this Contract or obviously required to be done or supplied in the context of the Invitation to Tender and/or in view of the conditions on the Location, in consultation with the Institute.
- 2.3. The Contractor shall provide separate price quotations and breakdowns for each component of the Equipment and Works.
- 2.4. The Institute is entitled to call for samples of any Goods required under the Contract for the Institute's approval and for such further samples as are required until the samples submitted are in the Institute's opinion in accordance with the requirements of the Contract. If in the opinion of the Institute any Goods are not in accordance with the Contract or with any approved sample, the Institute reserves the right to submit the Goods to expert examination and/or test, and all costs in connection therewith shall be borne by the Contractor unless such examination and/or tests shows that the said Goods are in accordance with the Contract or with the approved sample.

- 2.5. The Contractor shall keep comprehensive and accurate records and accounts relating to the Equipment and Works. The Contractor shall make available at all times such records and accounts for inspection by the Institute and prepare and provide within the period specified by the Institute any other information required by the Institute pursuant to the Contract for the due and proper completion of the Works.

3. SECURITY DEPOSIT

- 3.1. In the event the Contract Price is more than or equal to S\$500,000, the Contractor shall be required to lodge with the Institute a Security Deposit for the due and faithful performance of the Contract for the duration of the Contract, including an extensions to the Contract and/or any delays to the same. The amount of the Security Deposit shall be specified in the Appendix. The Contractor shall deposit with the Institute the cash amount of Security Deposit specified or a Security Deposit Guarantee (in the form of the draft Security Deposit Guarantee set out in the Invitation to Tender) within fourteen (14) business days of receipt of the Letter of Acceptance issued by the Institute. The Institute shall thereafter be entitled to utilise and make payments out of or deductions from the said Security Deposit in accordance with the Contract.
- 3.2. The Security Deposit (or any balance thereof remaining for the credit of the Contractor) shall be released and refunded to the Contractor, free of interest, upon the expiry and due performance of the Contract.

4. EQUIPMENT SUPPLY & PERFORMANCE REQUIREMENTS

- 4.1. The Equipment and Goods supplied and the Services performed when completed shall strictly meet the requirements and specifications as set out in the Requirement Specifications. Any deficiency in the Equipment and Works, or the performance thereof shall be promptly rectified and attended to by the Contractor to the satisfaction of the Institute.
- 4.2. The Contractor shall at his own cost and when so notified in writing by the Institute, remove and replace the Equipment and Works supplied by the Contractor 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 Institute 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 or to become due to the Contractor under the Contract.
- 4.3. The Contractor shall, without additional cost, ensure that the Goods and Equipment to be supplied are adequately packed so as to ensure that they reach the Location intact and undamaged. The Contractor shall ensure that the Goods and Equipment are packed in such a manner that they are suitable for export to and storage in the tropics and are protected from damage (including damage from rough handling) or deterioration during their transit from the Contractor's factory/premises until their arrival at the Location. Any other requirements on packing explicitly specified in the

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Contract shall be complied with by the Contractor. The Contractor hereby acknowledges that the cost of all necessary packing materials (which will be considered non-returnable) and labor for the packing have been provided for and included in the Contract Price. Unless otherwise required by the Institute, packages containing dangerous articles shall be packed and marked in accordance with the requirements of generally accepted rules and conventions in international commerce. The Contractor shall replace any Goods or Equipment found on reaching its destination to have been damaged due to inadequate packing.

5. ORDERS FOR STANDING TENDERS

- 5.1. All orders for Works to be supplied under the Contract under a Standing Tender as specified in Clause 25.7 of the Instructions to Tenderers shall be given from time to time, in writing by the Institute on its "Purchase Order" form (hereinafter referred to as "Order"). All such Orders shall clearly state the details and nature of the Works to be supplied and shall also state the amount, calculated at the rates in the Contract that shall become due to the Contractor on the satisfactory completion of supply of all Works specified on such Order. The receipt by the Contractor of an Order will create a binding contract on the part of the Tenderer to supply to the Institute those Works specified in the Order in accordance with the Contract.
- 5.2. On receipt of any Order, the Contractor shall commence delivery of the Works referred to therein and complete the same by the due date specified in the Order or otherwise as expeditiously as possible.
- 5.3. On satisfactory completion of the Works, the Contractor shall submit his bill to the Institute who shall certify the same for payment to the Contractor at the time and in the manner hereinafter provided.
- 5.4. If the total quantities of any items of Goods and/or the frequency and extent of any Services to be supplied by the Contractor during the period of the Contract are not specified in the Contract or stated to be merely estimated, the Institute shall be under no obligation to purchase any such Goods and/or Services. Any statement of the estimated quantities of any items of Goods or the estimated frequency and extent of the Services required during the period of the Contract which may have been given to the Contractor in the course of inviting tenders shall be deemed to be approximate only and merely for the information of the Contractor.
- 5.5. In the event the Contract is an Extended Contract, and in the event that the model of the Goods offered by the Contractor in the Tender Offer has become obsolete and cannot be supplied if an Order is issued for it, the Contractor shall make available an improved model to the Institute at the same or lower price than that of the obsolete model. Provided that the Contractor must obtain the written approval of the Institute at least fourteen (14) days before supplying the improved model. If the written approval is granted, the obsolete model shall be replaced by the improved model thereafter. The Contractor shall not supply the obsolete model thereafter.

6. SUBCONTRACTING AND ASSIGNMENT

- 6.1. The Contractor shall not transfer or assign the Contract or any part, share or interests therein or otherwise sub-contract or delegate his obligations under the Contract to any party, unless written consent is obtained from the Institute.
- 6.2. The Contractor shall be responsible and liable to the Institute and/or its Affiliates for all acts and defaults of any sub-contractor appointed by him or of any assignee and the sub-contractor's and/or assignee's employees and agents and shall indemnify and keep the Institute and/or its Affiliates fully indemnified against all loss and damage suffered by the Institute and/or its Affiliates arising out of or in connection with such acts and defaults.
- 6.3. This Agreement and all rights and obligations under it may be assigned, novated or transferred by the Institute at its sole discretion.
- 6.4. The Contractor shall include in all contracts between the Contractor and its contractors entered into pursuant to or in connection with its performance of the Contract, the necessary provisions for the assignment by the Contractor to the Institute, if required by the Institute, of the benefit of such contracts upon any termination of the Contract. The Contractor shall when requested by the Institute provide the Institute with such contracts for the Institute's inspection and/or copies thereof for the Institute's retention.

7. DELIVERY AND COMPLETION DATE

- 7.1. The Contractor undertakes that the Equipment and Works shall be supplied and delivered by the Delivery Date as specified in the Appendix and shall be fully installed and commissioned by the Completion Date as specified in the Appendix. Where applicable, the supply and performance of the Works shall be carried out in accordance with such schedule as may be specified by the Institute in the Requirement Specifications or otherwise in writing. The Equipment and Works shall only be deemed to be installed and commissioned when the Equipment and Works has been delivered in whole, installed and passed the Acceptance Test and/or additional tests conducted under Clause 8.
- 7.2. When the Equipment and Works are ready for shipment for delivery to the Institute, the Contractor shall seek consent from the Institute prior to arranging shipment.
- 7.3. The Contractor undertakes to supply, by the Completion Date, the documentation referred to as follows:
 - 7.3.1. The Contractor shall undertake to supply the Institute with two (2) (or such other number as stated in the Requirement Specifications) complete sets of comprehensive documentation on all aspects of the Equipment and Works including documentation to be used for planning, design, installation, operation, maintenance, administration and training purposes. All sets of such documentation shall be of the latest version.

7.3.2. In the event of any conflict between the provisions of any documentation or information or data supplied by the Contractor (including the supporting data supplied by the Contractor in the Form of Tender) and the provisions of the Invitation to Tender, the provisions of the Invitation to Tender shall prevail unless the Institute agrees otherwise in writing.

7.4. The property in the Equipment and Goods shall pass to the Institute on delivery to the Location.

8. ACCEPTANCE TEST

8.1. Where it is specified in the Appendix that an Acceptance Test (as defined in Clause 8.2) will be conducted, the provisions of this Clause shall apply.

8.2. The Acceptance Test shall be conducted and completed within a period of 1-2 weeks of the date of completion of the installation of the Equipment and Works. This period may be extended upon mutual agreement to ninety (90) days.

8.3. The Institute may require the Contractor to conduct such other tests at the Contractor's own cost on each item or part of the Equipment and Works in accordance with such procedure(s), method(s) and timing as the Institute may in its absolute discretion deem fit for the purpose of confirming and verifying that the functions, features and performance of such part of the Equipment and Works meet with the requirements and standards stipulated in the Requirement Specifications which are applicable to such part of the Equipment and Works. Such tests may be conducted, in the discretion of the Institute, in addition to or substitution of the Acceptance Test.

8.4. Without prejudice to any other rights which it may have, the Institute may reject any item or part of the Equipment and Works which fails any test conducted under this Clause.

8.5. As soon as the supply of the Equipment and Works have been completed in accordance with the Contract, and passed the Acceptance Test and/or additional tests where applicable, the Contractor and the Institute shall jointly issue a document, herewith called an "Acceptance Certificate" and the date of the Acceptance Certificate shall be the Completion Date of the Equipment and Works.

8.6. The Contractor shall remain liable to the Institute in accordance with the terms and conditions contained herein notwithstanding the signing by the Institute of any certificate or document or any payment or the release of the security deposit.

9. DELAY OR FAILURE IN THE EQUIPMENT AND/OR WORKS

9.1. Unless otherwise expressly provided herein, any date or period stated in the Contract may only be postponed or extended by written agreement and at the sole discretion of

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the Institute. In the absence of such agreement, time shall be of the essence of the Contract.

- 9.2. In the event of failure by the Contractor to supply, deliver or complete the Equipment and Works or any part thereof by the Delivery Date at the Location or to install and commission the Equipment and Works or any part thereof by the Completion Date for reasons other than that provided for in Clause 13, the Institute, in addition to any other rights and remedies that it may have under the Contract or otherwise, shall have the right:
- 9.2.1. to forthwith by notice in writing to the Contractor, cancel all or any such outstanding items of the Equipment and Works from the Contract (with the Contract Price being correspondingly reduced) without being liable therefor in damages and obtain the same from other sources and all increased costs thereby incurred shall be deducted from any monies due or to become due under this Contract or shall be recoverable from the Contractor as damages; or
 - 9.2.2. to withhold the payment of all monies due or to become due to the Contractor and to set off whatever liability incurred by the Contractor to the Institute as a result of the Contractor's said failure or delay in the delivery or performance of the Equipment and Works against such monies; or
 - 9.2.3. to deduct from any monies due or to become due to the Contractor, as liquidated damages (and not as a penalty), the sum calculated as specified in the Appendix for each day of delay or failure to supply and deliver the Equipment and Works or install and commission the Equipment and Works (as the case may be) until the required Equipment and Works are supplied, delivered and commissioned by the Contractor. If stipulated by the Institute, there may be a series of phased Completion Dates with separate liquidated damages for each phase as set out in the Appendix. The payment of the liquidated damages will be in full satisfaction of the Contractor's liability for such period of delay but such payments shall not relieve the Contractor from its obligation to supply, deliver, install or commission the Equipment and Works or from any other liability or obligations under this Contract.
- 9.3. If the Institute exercises its right under Clause 9.2.3 and the Equipment and Works or any part thereof is still not supplied and delivered or installed and commissioned within 4 weeks from the Delivery Date or Completion Date, as the case may be, then the Institute, without prejudice to its right to payment under Clause 9.2.3, may elect to exercise its right under Clause 9.2.1 or terminate the Contract with immediate effect on giving written notice to the Contractor.
- 9.4. The rights of the Institute under Clause 27 shall apply in respect of any such termination pursuant to Clause 9.3.

10. SUPPORT AND MAINTENANCE SERVICES AND TRAINING

- 10.1. The Contractor guarantees that technical expertise and spare parts are available for the Equipment and its components for a period of at least five (5) years from the delivery and supply of the Equipment to the Institute to ensure the continued operation of the Equipment.
- 10.2. In the event that the Equipment and its components for whatever reason is not supported in the manner as set out in Clause 10.1, the Contractor shall pay to the Institute an amount equivalent to the cost of replacing the Equipment and all of its components with other equipment of equal capability as the Equipment. The choice of the replacement equipment shall be at the sole discretion of the Institute.
- 10.3. In addition, the Institute may also require the Contractor, if he is not the manufacturer of the Equipment or of any part of the Equipment, to obtain an undertaking from the Original Equipment Manufacturer (OEM) to be executed in favour of the Institute to guarantee supply of spare parts and support throughout the entire life span of the Equipment. The form of the undertaking shall be in written form and if required by the Institute, the undertaking shall be executed in the form of a deed.
- 10.4. Where the Requirement Specifications specifies the provision of support and maintenance services and training, the Contractor shall provide the support and maintenance services and training as set out in the Requirement Specifications and in accordance with the terms stated therein. The Contractor confirms that the Institute is not required to execute any further documents in relation to the provision of support and maintenance services (including any software or system licenses). The Contractor may request for the Institute to enter into separate support and maintenance agreements or software or system licenses provided always that the approval of such documents shall be at the Institute's sole discretion and the terms and conditions of such documents must be in compliance and consistent with all the terms and conditions of the Invitation to Tender including the Requirement Specifications.

11. RIGHT OF SET-OFF

The Parties agree that in addition to any right of set-off or similar right to which the Institute may be entitled in law, the Institute may at anytime and without notice to the Contractor combine and consolidate all or any sums, debts or amounts due from the Contractor to the Institute under the Contract or any other contract between the Institute and the Contractor (including all costs, charges, interest, taxes and other expenses incurred in any way in relation to the said sums, debt or amounts which is due to the Institute) (hereinafter collectively referred to as the "Combined Account"), and set-off any payment due from the Institute to the Contractor under the Contract against any sum due from the Contractor to the Institute in respect of the Combined Account.

12. NON-WAIVER

- 12.1. The liability of the Contractor under this Contract shall not be discharged, diminished or affected by the granting of any time or indulgence to the Contractor and no term of this Contract shall be considered waived and no breach excused by the Institute unless made by the Institute in writing.
- 12.2. No waiver by the Institute of any breach of the Contractor's obligations under the Contract shall operate as a waiver of any future, continuing or other breach.

13. FORCE MAJEURE

- 13.1. The Contractor shall not be liable for any failure to comply with its obligations under this Contract where such failure is caused by an Act of God or by any riot, civil commotion, strike, lockout, or other labor disturbance, or by any fire, war, acts of foreign enemies or perils of the sea or other perils beyond the control of the Contractor ("Force Majeure Event"). Failure by the Contractor's sub-contractors to fulfill their sub-contracts shall not be regarded as a Force Majeure Event unless the sub-contracts would qualify for exemption from failure if the provisions of this Clause were applied to them. The Contractor shall notify the Institute in writing of the said failure within thirty (30) days of the commencement of the event relied upon by the Contractor for his failure to comply with his obligations and shall do everything in its power to resume full performance.
- 13.2. The Contractor shall for the duration of the Force Majeure Event be relieved of any obligation under this Contract as is affected by such event:
- 13.2.1. PROVIDED that the provisions of this Contract shall remain in force with regard to all other obligations under this Contract which are not affected by such event.
- 13.2.2. AND PROVIDED further that the Contractor shall, should the Institute in writing so require, resume his full obligations under this Contract upon the cessation of such event.
- 13.3. If and when the Force Majeure Events renders performance of this Contract or any part thereof impossible for a continuous period of three (3) months, then this Contract shall automatically terminate unless the Parties first agree otherwise in writing.
- 13.4. For so long as the Force Majeure Event continues, the Institute may contract with others for the supply of any item of the Equipment and Works which the Contractor fails to supply in accordance with the terms of this Contract. Any such item of the Equipment and Works supplied by others would be deemed as cancelled from this Contract (with the Contract Price being correspondingly reduced) without the Institute being liable to the Contractor for damages for such cancellation.

14. GIFTS, INDUCEMENTS AND REWARDS

The Institute shall be entitled to determine the employment of the Contractor under the Contract and to recover from the Contractor the amount of any loss resulting from such determination, 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 Institute or for showing or forbearing to show favour to any person in relation to any Contract with the Institute, 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 Institute the Contractor or any person employed by him or acting on his behalf shall have committed any offence under 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 the Penal Code or the Prevention of Corruption Act.

15. AUTHORISED VARIATIONS

- 15.1. As used in this Clause 15, the term "variation" shall mean any change in the original Contract intention as deduced from the Contract as a whole describing or defining the supply of the Equipment and Works and shall include but is not restricted to an addition to or omission from the supply of the Equipment and Works. For the avoidance of doubt the term "variation" shall exclude any instruction (which would otherwise be a variation) which has arisen due to or is necessitated by or is intended to cure any default of, negligence, or breach of Contract by the Contractor.
- 15.2. The Institute may at any time issue an instruction in writing that requires a variation. The Institute may request or instruct that the Contractor provides proposals for the variations at the Contractor's cost. The Contractor shall state in writing the effect such variation will have on the Contract Price and to the works schedule. The Contractor shall furnish such details within fourteen (14) business days of receipt of the Institute's request or such other period as may be agreed. The Contractor shall not proceed to vary the supply of the Equipment and Works in any respect until and unless agreed to in writing by the Institute.
- 15.3. If or to the extent that a instruction in writing issued by the Institute does not state that it requires a variation, but the Contractor considers that it does require a variation, the Contractor shall within fourteen (14) business days from the date of receipt of the instruction notify in writing the Institute who may, if the Institute thinks fit, within fourteen (14) business days from the date of receipt of the Contractor's notification, confirm, modify, rescind or contradict in writing the instruction and the Contractor shall then comply forthwith. The Contractor shall not proceed with any works or services that are the subject of such instruction unless the Institute has expressly accepted in writing that such instruction entails a variation.

- 15.4. The Contractor shall provide under Clause 15.2 or Clause 15.3 (in the event the Institute agrees the instruction constitutes a variation), the Contractor's most competitive prices for the Institute taking into consideration deals of similar scope, volumes, service levels and global reach, and benchmarked against the prices for equivalent goods, services, labour, materials, and equipment charged by the Contractor's competitors.
- 15.5. For the avoidance of doubt, the Institute shall not be liable for and shall not be obliged to entertain any claims in respect of additional costs arising from any instruction which the Institute has not expressly identified and accepted in writing as giving rise to a variation, or for any variation which the Institute has not expressly agreed to in writing.
- 15.6. The Contractor shall satisfy the Institute as to the reasonableness of changes to the time schedule resulting from the variations. Upon the Institute being satisfied regarding the reasonableness of any extensions to the time schedule by the variation, the Institute may grant such extension of time as it deems fit.
- 15.7. Upon completion of the variations, the Contractor shall certify in writing to the Institute that the variations are completed.

16. DISPUTE RESOLUTION

- 16.1. Notwithstanding anything in this Contract, in the event of any dispute, claim, question or disagreement arising out of or relating to this Contract, or the breach thereof (collectively referred to as "Dispute"), the Institute may elect to resolve the Dispute through mediation, arbitration or exclusively in the Singapore Courts. The Institute may make the election on its own accord by written notice to the Contractor or within thirty (30) days of the receipt of the Contractor's written notice stating the specific Dispute to be resolved. Should the Institute fail to make the election within thirty (30) days of the receipt of the written notice by the Contractor, the Dispute shall be resolved by reference to arbitration and the provisions of Clause 16.3 shall apply. If mediation is so elected by the Institute, the Parties shall not proceed to arbitration, litigation or any other form of dispute resolution unless the Parties have made reasonable efforts to resolve the Dispute through mediation in accordance with the mediation rules of the Singapore Mediation Centre, in which case the following provisions shall apply:
- 16.1.1. The Contractor who receives a notice for mediation from the Institute shall consent and participate in the mediation process in accordance with the mediation rules of the Singapore Mediation Centre.
- 16.1.2. Failure to comply with this Clause 16.1 shall be deemed to be a breach of contract.
- 16.1.3. If such Dispute has not been resolved within three (3) months of the commencement of mediation proceedings, or such other extended period as

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may be agreed in writing between the Parties, such Dispute shall be finally settled in accordance with Clause 16.2 as elected by the Institute.

16.2. Any Dispute which is not settled by mediation under Clause 16.1 shall be resolved either by reference to arbitration or exclusively in the Singapore Courts as elected by the Institute.

16.3. Pursuant to Clauses 16.1 or 16.2, if arbitration is selected, the following provisions shall apply:

16.3.1. The Dispute shall be resolved by reference to arbitration in Singapore 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.

16.3.2. The arbitral tribunal shall consist of one arbitrator to be agreed upon between the Parties.

16.3.3. Either Party may propose to the other the name or names of one or more persons, one of whom would serve as the arbitrator.

16.3.4. 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 Singapore International Arbitration Centre.

16.4. 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.

16.5. The application of Part I of the International Arbitration Act, and the Model Law referred thereto, to this Contract is hereby excluded.

17. INDEMNIFICATION OF THE INSTITUTE AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES

In the event of the Institute and/or its Affiliates (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 in respect of any torts whatsoever, the Contractor shall indemnify the Institute and/or its Affiliates, their officers or departments against such claim and any costs, charges and expenses in respect thereof, save where the claim is caused directly by the gross negligence or willful misconduct of the Institute and/or its Affiliates, their officers or agents.

18. SECRECY AND NON-DISCLOSURE

18.1. The Contractor acknowledges that in conjunction with this Contract, he will receive or acquire Confidential Information either from the Institute or its Affiliates or in the course of its supply and performance of the Equipment and Works. The Contractor

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shall treat as confidential all Confidential Information and not disclose the Confidential Information to any third party save with the written consent of the Institute. Provided that this Clause shall not extend to information which was rightfully in the possession of the Contractor prior to the date of the Invitation to Tender, or which is already public knowledge or becomes so at a future date (otherwise than as a result of the Contractor's breach of this Clause).

- 18.2. The Contractor further undertakes not to use any of the Confidential Information other than for the purposes of, and only to the extent necessary for the performance of this Contract and not for its own benefit nor for the benefit of any other party. Provided that this Clause shall not extend to information which was rightfully in the possession of the Contractor prior to the commencement of the Invitation to Tender, or which is already public knowledge or becomes so at a future date (otherwise than as a result of the Contractor's breach of this Clause). The Contractor shall ensure that its employees, servants and subcontractors are aware of and comply with the provisions of Clauses 18.1 and 18.2.
- 18.3. The Contractor will establish and maintain sufficient security measures and procedures to provide for the safe custody of Confidential Information and to prevent unauthorised access thereto or use thereof.

19. IDEAS IN TENDERS

All ideas, details, concepts, plans, drawings, data, information and proposals contained in the documents forming the Tender Offer or otherwise disclosed by the Contractor to the Institute shall be deemed not to be of a confidential nature and the Institute shall be fully entitled to disclose and make use of such ideas, details, concepts, plans, drawings, data, information, and proposals without the prior consent of the Contractor.

20. RIGHTS IN INTELLECTUAL PROPERTY

- 20.1. The Institute and/or its Affiliates shall be entitled to freely use, repair, maintain, refurbish, modify and upgrade the Equipment and Goods and to use any product of the Services without further reference to the Contractor. The Contractor hereby grants to the Institute and/or its Affiliates a license to use all necessary IP of the Contractor, its subcontractor or supplier for the foregoing activities.
- 20.2. Where any third party licenses are necessary for the use of the Equipment and Works, the Contractor shall be responsible for obtaining the same on behalf of the Institute and/or its Affiliates.

21. WARRANTY OF INTELLECTUAL PROPERTY PROPRIETORSHIP

- 21.1. The Contractor warrants that none of the Equipment and Works or any part thereof as supplied, delivered, installed, performed and/or maintained by him pursuant to the Contract or the acceptance, distribution, manufacture, processing or use thereof as

PART 2

CONDITIONS OF CONTRACT

- contemplated under this Contract infringes any IP rights of any person, company, firm, enterprise or party.
- 21.2. The Contractor will at its expense indemnify, keep harmless and defend the Institute and/or its Affiliates (including for this purpose every officer and department thereof) from and against any loss, costs and expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party that any of the Equipment and Works or any part thereof or the acceptance, distribution, manufacture, processing or use thereof infringes any IP rights of that party.
- 21.3. The indemnity referred to in Clause 21.2 shall be applicable whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.
- 21.4. Without prejudice to the right of the Institute and/or its Affiliates to defend a claim alleging the aforesaid infringement, the Contractor shall if requested by the Institute but at the Contractor's expense, conduct the defence of a claim alleging such infringement. The Contractor agrees that in any of the aforesaid defence or settlement negotiations, the Contractor will take all actions to ensure that the interests, financial or otherwise, corporate name, image and reputation of the Institute are not prejudiced and will act expeditiously in response to and all matters related to any infringement claim from a third party as aforesaid.
- 21.5. Without limiting the generality of Clauses 21.1 to 21.4, if it is determined by any independent tribunal of fact or law or if it is agreed between the parties to the dispute that an infringement of the IP rights of any person has occurred on grounds in any way related to the Equipment and Works or any part thereof, the Contractor shall at its sole expense:
- 21.5.1. modify or replace the said Equipment and Works or part thereof in order to achieve non-infringing status without prejudice however to the Requirement Specifications and the continued duty of the Contractor to completely and satisfactorily discharge his obligations, whether pursuant to the Contract or otherwise, to the Institute; or
 - 21.5.2. procure for the Institute and/or its Affiliates the right to continue the use and possession of the aforesaid Equipment and Works and all parts thereof; or
 - 21.5.3. if the solutions in Clauses 21.5.1 or 21.5.2 cannot be achieved or the Institute receives a court order to stop the use of the aforesaid Equipment and Works or any part thereof, the Contractor shall remove the Equipment and Works, or the infringing part thereof and refund all monies previously paid to the Contractor by the Institute for the aforesaid Equipment and Works or part thereof (including such amount associated with the installation, maintenance, repair, modification and implementation thereof) together with interest thereon calculated at the rate being the average of the prevailing prime lending rate for Singapore Dollars quoted by Development Bank of Singapore Ltd, Oversea-Chinese Banking Corporation Ltd and United Overseas Bank Ltd from the date of payment by the Institute until the date of full refund by the Contractor.

- 21.6. The Institute may, in any event, pursue all remedies available to it under the Contract or at law for the Contractor's breach of agreement.

22. WORKMEN'S COMPENSATION

Where the Appendix states that Clause 22 of the Conditions will be applicable, the Contractor shall forthwith upon the acceptance of the Tender Offer and as a condition precedent to the commencement of any work under the Contract, take out at his own expense an insurance policy insuring himself in respect of any liability which he may incur under the provisions of the Work Injury Compensation Act in respect of any workmen employed by him.

23. INSURANCE FOR THE PURPOSE OF INDEMNIFYING THE INSTITUTE AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES

Where the Appendix states that Clause 23 of the Conditions will be applicable, the Contractor shall forthwith upon acceptance of the Tender Offer and as a condition precedent to the commencement of any work under the Contract, take out at his own expense with an insurance company to be approved by the Institute, a policy or policies of insurance in terms to be approved by the Institute, indemnifying the Institute and/or its Affiliates (including for this purpose every officer and department thereof) from all liabilities arising out of claims by any and every workman and employee employed in and for the performance of the Contract for damages in respect of any tort whatsoever, save where the claim is caused directly by the gross negligence or willful misconduct of the Institute and/or its Affiliates, their officers or agents.

24. MAINTENANCE OF INSURANCE POLICIES

- 24.1. Any policy or policies taken out by the Contractor in compliance with Clauses 22 or 23 shall be deposited with the Institute or with such department as the Institute shall determine and the Contractor shall maintain such policy or policies in full force and effect by the payment of all premiums from time to time on the first day on which the same ought to be paid until the completion of the Contract and shall, if the Institute so directs, deposit with the Institute the receipts in respect of the payments of such premiums.

- 24.2. If any default is made by the Contractor in complying with the terms of Clauses 22, 23 and 24.1, the Institute may without prejudice to any other remedy available to the Institute for breach for any terms of the Contract:

24.2.1. withhold all payments which would otherwise be due to the Contractor under the Contract and out of such monies so withheld satisfy any claim by workmen or employees that would have been borne by an insurance company had the Contractor not made default in maintaining the required policy of insurance, and/or

24.2.2. pay such premiums as may have become due and remain unpaid and deduct the amount of such premiums from any monies due or becoming due to the Contractor.

24.3. Nothing in Clause 24 shall be construed to take away or to waive or in any manner to modify the right of the Institute and/or its Affiliates to be indemnified by the Contractor in respect of this Contract and the Contractor shall indemnify and keep the Institute and/or its Affiliates harmless from all claims, costs and other expenses whatsoever which by reason of the Contractor's default may become payable by the Institute and/or its Affiliates.

25. PAYMENTS

25.1. The Contract Price (if payable by or through the Institute) is payable within thirty (30) days of supply of the Equipment and Works as provided under the Contract and after the submission to the Institute by the Contractor of his invoices together with the proper supporting documents and such other documents as may be requested by the Institute from time to time. The Institute will make payment to the Contractor of the full value of all Equipment and Works supplied.

25.2. Where the supply of the Equipment and Works has been unsatisfactory, the Institute may withhold payment of any invoice until such time as the Contractor shall render the Equipment and Works satisfactory and/or deduct against the Contractor's bill the deductions to be made in accordance with the terms of the Contract.

25.3. No payment shall be considered as evidence of the quality of any goods or services to which such payment relates nor shall it relieve the Contractor from his responsibilities under the Contract for defective or damaged goods or unsatisfactory performance or non-compliance with requirements.

26. WARRANTIES

26.1. The Contractor warrants and undertakes:

26.1.1. to ensure that the Equipment and Works strictly meet the requirements and specifications as set out in the Requirement Specifications;

26.1.2. to do all things which are necessary to achieve the goals set out by this Contract or reasonably inferred from the Contract;

26.1.3. that it has the right to pass title and property in the Equipment and Works to the Institute free from any restrictions or encumbrances;

26.1.4. that the documentation will contain complete information and instructions;

26.1.5. that the Equipment and/or Works shall be supplied and rendered by appropriately experienced, qualified and trained personnel with all due skill, care and diligence. In addition, there will be adequate numbers of such

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personnel to carry out and complete the supply of the Equipment and Works in accordance with the Contract;

- 26.1.6. that it shall discharge its obligations pursuant to this Contract with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this Clause) in accordance with its own established internal procedures;
- 26.1.7. that the Equipment and Works shall be supplied and the Contract performed in compliance with all applicable laws, enactments, orders, rules, regulations, by-laws and other similar instruments and that all relevant ethics and other relevant approvals shall be obtained;
- 26.1.8. that the Equipment and Works shall be supplied and the Contract performed in compliance with the Workplace Safety and Health Act (Cap.354A), the associated regulations and any other applicable health and safety legislation (collectively "Health and Safety Laws"), and that it shall execute any documents required by the Institute to confirm such compliance with the Health and Safety Laws; and
- 26.1.9. that all equipment, materials and supporting documentation not mentioned or included in the Contract but which may be necessary for the proper operation and functioning of the Equipment and Works shall be provided by the Contractor to the Institute at no additional cost.
- 26.2. Should the Equipment and Works not meet the Requirement Specifications by the Completion Date, the Contractor shall at the written notification of the Institute, immediately, at its own cost, replace the defective Equipment and Works, such that they are fully operational and comply with the Requirement Specifications.
- 26.3. There shall be a warranty period during which the Contractor, at his own expense, shall make good to the satisfaction of the Institute and shall promptly attend to any defects whatsoever in the Equipment and Works ("the Warranty Period").
- 26.4. The duration of the Warranty Period shall be specified in the Appendix, commencing on the day following the Completion Date. Provided always that in no event shall the duration of any Warranty Period be less than one (1) year.
- 26.5. Where the Institute considers appropriate, it may in its absolute discretion require a separate Warranty Period in respect of each or any item or part of the Equipment delivered. The duration of any such Warranty Period shall be specified in the Appendix. Provided always that the duration of any such Warranty Period shall not be less than one (1) year.
- 26.6. The Warranty Period for any replaced Equipment and Works pursuant to Clause 26.2 shall be extended by a period equivalent to the period commencing from the date of notification by the Institute pursuant to Clause 26.2 to the date of acceptance of the replaced Equipment and Works.

27. TERMINATION

27.1. The Institute may at any time give to the Contractor a written notice of termination thirty (30) days in advance. This shall have the effect of terminating the appointment of the Contractor under the Contract with effect from the expiry of the thirty (30) days period ("the date of termination"). In the event of a notice of termination being served by the Institute under this sub-Clause herein:

27.1.1. the Institute shall pay the Contractor for all Equipment and Works executed prior to the date of termination in accordance with the Contract Price prorated up to the date of termination including the rates chargeable for the Equipment and Works with any Authorised Variations; and

27.1.2. the Contractor shall thereafter have no further claim whatsoever against the Institute under the Contract.

27.2. The Institute may terminate this Contract with immediate effect by giving notice in writing to the Contractor on any one of the following grounds:

27.2.1. If the Contractor is in default in the performance of this Contract or fails to fulfil any part of his obligations under this Contract or if there is a breach of any warranty given by the Contractor under this Contract, (and in the case whether the default, failure or breach is capable of remedy) fails to remedy it within thirty (30) days of receipt of a written notice by the Institute specifying the default, failure or breach;

27.2.2. If the Contractor ceases or threatens to cease to carry on its business, becomes bankrupt or insolvent or makes a composition with creditors or if, being a company, a winding-up order of any kind is made in respect of the Contractor, or if a receiver or manager is appointed over the Contractor's undertaking or assets or possession of or execution on any part of such undertaking or assets is taken or levied by creditors;

27.2.3. If the Contractor wholly suspends work under this Contract without justification or is failing to proceed with due diligence and due expedition and following expiry of two (2) weeks' written notice from the Institute to that effect, the Contractor has failed to take effective steps to recommence work or is continuing to proceed without due diligence or expedition, as the case may be;

27.2.4. If the Contractor refuses or persistently fails or neglects to comply with the instructions of the Institute issued under the provisions of this Contract and following expiry of two (2) weeks written notice from the Institute to that effect, the Contractor has failed to take effective steps to comply with the said instructions; or

27.2.5. If the Contractor or any person employed by the Contractor or any person acting on behalf of the Contractor, whether with or without the knowledge of the Contractor, offers or gives or agrees to offer or gives to any person any gift

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or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining or execution of this Contract.

- 27.2.6. If the Contractor or any person employed by the Contractor or any person acting on behalf of the Contractor, at any time, is included in the list of persons or entities debarred from participating in the Institute and/or public sector tenders as specified in the following website: http://intranet.gebiz.gov.sg/index_rt_eppu_index.html.
- 27.3. In the event of a termination under Clause 27.2, the Contractor shall indemnify the Institute and/or its Affiliates against any loss, liability, claims, costs and expenses suffered by the Institute and/or its Affiliates in connection with or arising from such termination.
- 27.4. In the event of termination under Clause 27.2, the Institute shall have the right to do any of the following:
- 27.4.1. sell or otherwise dispose of the Equipment and Works or any part thereof delivered including spare parts, documentation, method of use or information of any kind and the proceeds of such disposal shall be deducted from the Institute's claim for compensation from the Contractor;
- 27.4.2. return all or any part of the Equipment and Works already delivered to the Institute and the Contractor shall refund forthwith to the Institute the price of all or any part of the Equipment and Works returned by the Institute;
- 27.4.3. purchase from other sources as it deems fit the Equipment and Works or any parts thereof or identical or similar Equipment and Works from other sources and the Contractor shall bear additional cost so incurred, if any. In addition, the Contractor shall also pay to the Institute as liquidated damages for any delay caused calculated in accordance with Sub-Clause 9.2.3 as if it had itself supplied and delivered the Equipment and Works on the date of actual delivery from these other sources of the Equipment and Works or parts thereof or identical or similar Equipment and Works;
- 27.4.4. the Institute may withhold payment of any monies payable to the Contractor until the Equipment and Works are completed and the damages payable to the Institute arising from such termination are quantified and ascertained by the Institute (such quantification and ascertainment to be made within a reasonable time) and if the aggregate amount of such damages and all monies paid to the Contractor under this Contract exceeds the Contract Price, such excess amount shall constitute a debt payable to the Institute by the Contractor; and
- 27.4.5. the Contractor shall remove from the Location, if required by the Institute, any temporary structures, plants, tools, goods, materials and equipment brought thereon by or for the Contractor and if the Contractor fails to do so within the time stipulated in the said notice for such removal, the Institute shall be entitled to store, remove, sell or otherwise deal with or dispose of the same

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and the Contractor shall be liable to the Institute for any costs, expenses and liabilities whatsoever incurred by the Institute in so dealing with or disposing the same. In the event that the said temporary structures, plants, tools, goods, materials and equipment are sold, the proceeds after deduction therefrom of such monies as are due to the Institute from the Contractor shall be held for the Contractor for a period of not less than one (1) month from the date of posting of a notice to the Contractor to collect the said proceeds from the Institute and if the said Contractor fails to collect the same from the Institute within the said period, he shall be deemed to have disclaimed any rights to or interests in the said proceeds. The Contractor shall not be entitled to make any claims whatsoever against the Institute or its employees or agents for any action taken by the Institute in accordance with the provisions of this Clause.

27.5. Notwithstanding anything contained herein, the Contractor shall not be entitled to claim for any reimbursement including but not limited to anticipated loss of profit and works-in progress for the value of any part of the Equipment and Works not delivered prior to the termination of this Contract.

27.6. The rights of the Institute specified under this Clause 27 shall be in addition to such other rights and remedies as the Institute may have or be entitled to against the Contractor for breach of contract or otherwise.

28. NOTICES

Any notice to the Contractor to be given under the Contract shall be in writing, typescript or printed and may be served personally or sent by registered post or recorded delivery. If it is sent by registered post or recorded delivery to the last known place of abode or business of the Contractor it shall be deemed to have been served on the date when in the ordinary course of post it would have been delivered to him.

29. APPLICABLE LAW

The Contract 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. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Contract is hereby expressly excluded.

30. WITHHOLDING TAXES

The Parties agree that in the event that withholding taxes are imposed by the Singapore government on any payments made under this Contract, the Contractor shall bear all such withholding taxes and the Institute shall deduct such taxes from payments due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld. The Institute shall submit to the Contractor evidence of payment of such withholding tax to the Singapore government as soon as possible.

31. PERSONAL DATA

- 31.1. The Contractor shall comply with all applicable data protection laws and regulations, including the Personal Data Protection Act 2012 (“PDPA”), the regulations under the PDPA and the guidelines issued by the Personal Data Protection Commission (“PDPC”) (collectively the “Data Standards”).
- 31.2. Where there has been a breach of the Data Standards, the Contractor shall notify the Institute immediately, and implement measures required by the Institute to remedy any such breach at the Contractor’s own cost.

32. ENTIRE AGREEMENT

Unless otherwise expressly agreed in writing, this Contract embodies the entire understanding between the Parties in respect of the supply of the Equipment and Works and any prior or contemporaneous representations, either oral or written, are hereby superseded.

33. SURVIVAL OF CLAUSES

The provisions of Clauses 6, 10, 12, 16, 17, 18, 19, 20, 21, 24.3, 26, 27, 28, 29, 31, 32, 33 and 34 shall continue in full force and in accordance with their terms, notwithstanding the termination of this Contract for any reason.

34. SEVERABILITY

In the event that any term, condition or provision of this Contract is held to be a violation of any applicable law, statute or regulation, the same shall be deemed to be deleted from this Contract and shall be of no force and effect and this Contract shall remain in full force and effect as if such term, condition or provision had not originally been contained in this Contract. Notwithstanding the above in the event of any such deletion the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

35. INCOTERMS 2010

Subject to any provision to the contrary in the Contract, INCOTERMS 2010 (Publication No. 715E of the International Chamber of Commerce) shall be deemed to be incorporated to and shall form an integral part of the Contract. In the event that INCOTERM chosen for the Contract is CPT or CIP to a destination other than an airport or a seaport, the Contractor shall provide the Institute with the contact details of its inland freight forwarder in the country of destination.

36. CONTRACTS (RIGHT OF THIRD PARTIES) ACT

Save for Institute’s Affiliates, a person who is not party hereto shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of the terms herein.

APPENDIX 1 TO THE CONDITIONS OF CONTRACT

Clauses in the Conditions

I	Delivery Date	Clauses 1 & 7	Within 4 weeks upon issue of Letter of Acceptance
II	Completion Date	Clauses 1 & 7	Within 6 weeks upon issue of Letter of Acceptance
III	Acceptance Test	Clauses 1 & 8	Required
IV	Security Deposit	Clause 1 & 3	5% of the Contract Price (Applicable when the Contract Price is more than or equal to S\$500,000)
V	a) Liquidated Damages	Clause 9.2.3	0.1% of the Contract Price per day including Saturdays, Sundays and Public Holidays for each day's delay in delivery / commissioning
	b) Liquidated Damages for phase completion dates	Clause 9.2.3	Applicable
VI	Insurance for Workmen's Compensation	Clause 22	Applicable
VII	Insurance for claims by Contractor's employee	Clause 23	Applicable
VIII	Warranty Period	Clause 26	12 months (for equipment) 36 months (for software)

SCHEDULE 1

FORM OF SECURITY DEPOSIT GUARANTEE

TENDER REFERENCE NO. : _____

To: The Executive Director and his successors in office for and on behalf of the <Name of RI> (hereinafter called "the Institute").

Whereas on the ____ day of _____ an agreement (the "**Contract**") was made between _____ (name of Contractor) of _____ (address) (the "**Contractor**") of the one part and the Institute of the other part for _____ (state nature of contract) whereby the Contractor agreed that in consideration of its due and faithful performance of the Contract, it would be paid the sum of Singapore Dollars _____ (S\$ _____) (the "**Contract Price**").

And Whereas the Contractor is required under the Contract to pay five (5) per cent of the Contract Price as a security deposit for the due and faithful performance of its obligations under the Contract.

The Contractor has opted to provide an irrevocable on-demand guarantee in favour of the Institute as a security deposit for the Contract.

We (at the request of the Contractor) hereby agree as follows:

1 We shall unconditionally pay to the Institute any sum or sums up to a maximum aggregate of Singapore Dollars _____ (S\$ _____) (the "**Guaranteed Sum**") upon receiving your written notice of claim for payment made pursuant to Clause 4 of this Guarantee without any proof of actual default on the part of the Contractor and without need to satisfy any other condition.

2 We shall not be discharged or released from this Guarantee by any arrangement between the Institute and the Contractor with or without our consent, or by any other or further arrangement between the Contractor and us with or without the Institute's consent, or by any alteration in the obligations undertaken or to be undertaken by the Contractor or by any forbearance on the Institute's part whether as to payment, time, performance or otherwise.

3 Our liability under this Guarantee shall continue and this Guarantee shall remain in full force and effect from [insert effective date: _____] until [insert expiry date: _____] [insert if expiry date is subject to automatic extension¹: **provided always that the expiry date of this Guarantee and our liability under this Guarantee shall be automatically extended for successive periods of [specify duration of each extension:**

¹ This provision is to be included for contracts which are not fixed period contracts. For fixed period contracts, this provision is not required.

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_____ **days/months**]], unless we give you 90 days' written notice prior to the expiry of our liability (the "**Notice Period**") of our intention not to extend this Guarantee in respect of any future extension and provided further that you shall be entitled –

- (a) upon receiving such notice of our intention either to:
 - (i) make a claim under this Guarantee; or
 - (ii) *direct us to pay such amount (not exceeding the Guaranteed Sum) as you may specify into a suspense account to be governed and disbursed by us subject to the Association of Banks in Singapore's Guidelines for operation of a Suspense Account; or
- (b) direct us (within the Notice Period) to extend the validity of this Guarantee for a further period not exceeding _____ days/months (and this Guarantee shall then expire at the end of such further period).]

Note: * Not applicable for insurance bond issued by insurance companies

4 This Guarantee is conditional upon a claim being made by the Institute at any time and as many times as the Institute may deem fit by way of a notice in writing addressed to us and the same being received by us at [*insert address of Bank's notification office*: _____] before the end of 90 days after the expiry of this Guarantee.

5 We shall be obliged to effect the payment required under such a claim within 30 business days of our receipt of the written notice from the Institute. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon the Institute's written notice received by us as final and conclusive. For the purposes of this Guarantee, "**business day**" means a day other than a Saturday, Sunday, or public holiday in Singapore.

6 The Institute may make more than one claim on this Guarantee so long as the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

7 This Guarantee is issued subject to the laws of the Republic of Singapore and the exclusive jurisdiction of the Singapore courts.

Dated this _____ day of _____

AS WITNESS our hand

Signed by: _____
(Name and designation of officer)

IBN/330-02/18 - To supply, deliver, install and commission one (1) unit of Fully Automatic Semi-Preparative Gel Permeation Chromatography (GPC) System with a recycle function that comes along with one column for analytical and one column for semi-preparative purposes.

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for and on behalf of the

(Name of Bank)

(Signature)

in the presence of:

Name _____

Designation _____

(Signature of Witness)

COMPLIANCE TO CONDITIONS OF CONTRACT

1. Please fill in the following tables accordingly and include these in the Tender Submission. Indicate compliance to the “Conditions of Contract” by a ‘Yes’ in the Compliance column, and cross-reference to the source data indicating compliance.
2. Where there is a failure to indicate any compliance against any clause, it shall be deemed that the Tenderer has indicated “Compliance” and the offer shall be evaluated accordingly.

Clause	Compliance Yes / No ²	Remarks ³
1. INTERPRETATION		
1.1		
1.2		
1.3		
1.4		
2. SCOPE OF CONTRACT		
2.1		
2.2		
2.3		
2.4		
2.5		
3. SECURITY DEPOSIT		
3.1		
3.2		
4. EQUIPMENT SUPPLY & PERFORMANCE REQUIREMENTS		
4.1		
4.2		
4.3		

² Any compliant assigned with conditions or qualifiers shall be considered as non-compliant.

³ When additional information is required or provided, the Tenderer **MUST** provide such information clearly (e.g. refer to section X, page Y of Z document) and not provide vague or incomplete information (e.g. refer to proposal).

IBN/330-02/18 - To supply, deliver, install and commission one (1) unit of Fully Automatic Semi-Preparative Gel Permeation Chromatography (GPC) System with a recycle function that comes along with one column for analytical and one column for semi-preparative purposes.

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CONDITIONS OF CONTRACT

Clause	Compliance Yes / No ²	Remarks ³
5. ORDERS FOR STANDING TENDERS		
5.1		
5.2		
5.3		
5.4		
5.5		
6. SUBCONTRACTING AND ASSIGNMENT		
6.1		
6.2		
6.3		
6.4		
7. DELIVERY AND COMPLETION DATE		
7.1		
7.2		
7.3		
7.3.1		
7.3.2		
7.4		
8. ACCEPTANCE TEST		
8.1		
8.2		
8.3		
8.4		
8.5		
8.6		
9. DELAY OR FAILURE IN THE EQUIPMENT AND/OR WORKS		
9.1		

IBN/330-02/18 - To supply, deliver, install and commission one (1) unit of Fully Automatic Semi-Preparative Gel Permeation Chromatography (GPC) System with a recycle function that comes along with one column for analytical and one column for semi-preparative purposes.

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Clause	Compliance Yes / No ²	Remarks ³
9.2		
9.2.1		
9.2.2		
9.2.3		
9.3		
9.4		
10. SUPPORT AND MAINTENANCE SERVICES AND TRAINING		
10.1		
10.2		
10.3		
10.4		
11. RIGHT OF SET-OFF		
12. NON-WAIVER		
12.1		
12.2		
13. FORCE MAJEURE		
13.1		
13.2		
13.2.1		
13.2.2		
13.3		
13.4		
14. GIFTS, INDUCEMENTS AND REWARDS		
15. AUTHORISED VARIATIONS		
15.1		
15.2		
15.3		
15.4		

IBN/330-02/18 - To supply, deliver, install and commission one (1) unit of Fully Automatic Semi-Preparative Gel Permeation Chromatography (GPC) System with a recycle function that comes along with one column for analytical and one column for semi-preparative purposes.

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Clause	Compliance Yes / No ²	Remarks ³
15.5		
15.6		
15.7		
16. DISPUTE RESOLUTION		
16.1		
16.1.1		
16.1.2		
16.1.3		
16.2		
16.3		
16.3.1		
16.3.2		
16.3.3		
16.3.4		
16.4		
16.5		
17. INDEMNIFICATION OF THE INSTITUTE AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES		
18. SECRECY AND NON-DISCLOSURE		
18.1		
18.2		
18.3		
19. IDEAS IN TENDERS		
20. OWNERSHIP OF INTELLECTUAL PROPERTY		
20.1		
20.2		
21. WARRANTY OF INTELLECTUAL PROPERTY PROPRIETORSHIP		

IBN/330-02/18 - To supply, deliver, install and commission one (1) unit of Fully Automatic Semi-Preparative Gel Permeation Chromatography (GPC) System with a recycle function that comes along with one column for analytical and one column for semi-preparative purposes.

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Clause	Compliance Yes / No ²	Remarks ³
21.1		
21.2		
21.3		
21.4		
21.5		
21.5.1		
21.5.2		
21.5.3		
21.6		
22. WORKMEN'S COMPENSATION		
23. INSURANCE FOR THE PURPOSE OF IDEMNIFYING THE INSTITUTE AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES		
24. MAINTENANCE OF INSURANCE POLICIES		
24.1		
24.2		
24.2.1		
24.2.2		
24.3		
25. PAYMENTS		
25.1		
25.2		
25.3		
26. WARRANTIES		
26.1		
26.1.1		
26.1.2		
26.1.3		
26.1.4		

IBN/330-02/18 - To supply, deliver, install and commission one (1) unit of Fully Automatic Semi-Preparative Gel Permeation Chromatography (GPC) System with a recycle function that comes along with one column for analytical and one column for semi-preparative purposes.

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Clause	Compliance Yes / No ²	Remarks ³
26.1.5		
26.1.6		
26.1.7		
26.1.8		
26.1.9		
26.2		
26.3		
26.4		
26.5		
26.6		
27. TERMINATION		
27.1		
27.1.1		
27.1.2		
27.2		
27.2.1		
27.2.2		
27.2.3		
27.2.4		
27.2.5		
27.2.6		
27.3		
27.4		
27.4.1		
27.4.2		
27.4.3		
27.4.4		
27.4.5		
27.5		

IBN/330-02/18 - To supply, deliver, install and commission one (1) unit of Fully Automatic Semi-Preparative Gel Permeation Chromatography (GPC) System with a recycle function that comes along with one column for analytical and one column for semi-preparative purposes.

PART 2

CONDITIONS OF CONTRACT

Clause	Compliance Yes / No ²	Remarks ³
27.6		
28. NOTICES		
29. APPLICABLE LAW		
30. WITHHOLDING TAXES		
31. PERSONAL DATA		
31.1		
31.2		
32. ENTIRE AGREEMENT		
33. SURVIVAL OF CLAUSES		
34. SEVERABILITY		
35. INCOTERMS 2010		
36. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT		