SECTION 2

GENERAL TERMS AND CONDITIONS

FOR THE

SUPPLY OF SERVICES

1. DEFINITIONS

1.1. In this Contract, unless the context otherwise requires:

(a) "**Affiliate**" means: (1) an entity which directly or indirectly controls the applicable Party; or (2) an entity which is directly or indirectly controlled by the applicable Party or by an entity described in Clause 1.1(a)(1) herein. For the purposes of this definition of "Affiliate", "control" is defined as owning more than fifty percent (50%) of the voting equity of the applicable Party or entity (as applicable) or having otherwise the ability to control the management of the applicable Party or entity (as applicable), whether through the ownership of voting securities, by contract, resolution, regulation or otherwise.

(b) "**Contract**" means the Contractor's Proposal, corrigendum (if any), clarifications (if any), the Letter of Award, all documents relating to the RFP, this General Terms and Conditions, all Schedules (including any annex, appendix, or exhibit of the Schedules) and any mutually agreed written amendments thereto.

(c) "**Contractor**" means the successful vendor who has been awarded this Contract and who will supply the Services and Products to the Institution and includes the Contractor's permitted assigns and/or successors-in-title.

(d) "**Contract Period**" (where applicable) means the duration of the Contract as stated in **Clause 2**, unless earlier terminated pursuant to **Clause 15**.

(e) "**Contract Price**" means the total awarded contract value (exclusive of GST) payable to the Contractor for the supply of Services and Products to the Institution as stated in **Schedule 2**.

(f) "**Commencement Date**" means the date the commencement of the Services for the Institution.

(g) "**Effective Date**" means the date the Contract takes effect as specified in the **Letter of Award**.

(h) "**Force Majeure Event**" means any and all events or circumstances which are beyond the reasonable control of the relevant party and includes an act of God (floods, earthquakes, typhoons, hurricanes, tsunamis, etc.), riots, civil and political unrest, strikes, lockouts or other labour disturbances, fire, war, terrorism, sabotage, arson, nuclear disasters, chemical warfare, outbreak of an infectious disease and epidemics;

(i) "**GST**" means the goods and services tax chargeable under the Goods and Services Tax Act (Cap. 117A).

(j) "**Institution**" means the Institution (as defined in the Letter of Award), acting through its Materials Management Department. Even where it is not expressly provided, references to "Institution" in these General Terms and Conditions shall include its Affiliates, where applicable.

(k) "**Intellectual Property Rights**" includes but is not limited to any patent, copyright, design right, trade mark, service mark, trade name, goodwill, geographical indication, integrated circuit layout-design right, know-how, Confidential Information, trade secret, technical data, any application (whether pending, in process or issued) for any of the foregoing, and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable or unregistered) in any country and in any form, media, or technology now known or later developed.

(l) "**Letter of Award**" means the letter of award issued by the Institution to the Contractor in respect of the acceptance of the Proposal (or part thereof);

(m) "**Orders**" means the ordering and purchase of Services by the Institution including by way of indent forms, purchase orders, emails and/or faxes, on the terms of this Contract;

(n) "**Parties**" means both the Contractor and the Institution (each of whom shall be referred to individually as "Party").

(o) "**Personal Data**" has the meaning defined in the Personal Data Protection Act 2012 (No. 26 of 2012) (the "PDPA").

(p) "**Premises**" means the principal place of business of the Institution or such other location as may be specified by the Institution.

(q) "**Products**" means all supplies and equipment which the Contractor is required to supply under the Contract in order to perform the Services including the list set out in **Schedule 2**, and shall include Software.

(r) "**Proposal**" means the proposal submitted by the Contractor under the RFP.

(s) "**Requirements**" means (i) the specifications and descriptions issued by the Institution to the Contractor for the purpose of inviting the Contractor to submit its Proposal for providing the Services and/or Products; (ii) those parts of the Contractor's response to the Institution's specifications and descriptions which have been accepted by the Institution; and (iii) such other amendments or specification as may be mutually agreed in writing between the Parties (including but not limited to those as set out in Schedules 4 and 5, if any).

(t) "**RFP**" means Request for Proposal.

(u) "**Services**" means the work which the Contractor is required to do under the Contract, and would include the provision of manpower, equipment, materials and any other necessary resources required to perform the work, unless stated otherwise.

(v) "**Software**" means the computer programmes/applications/codes that the Contractor are to supply under the Contract, together with the legitimate license granted by the owners of the proprietary rights; and the media in which the programmes/applications/codes are stored in; with the accompanying documentation relating to the installation and usage of the Software.

(w) "**Workers**" means the representatives, agents, sub-contractors (if permitted) and employees appointed by the Contractor for the purposes of performing the Contract.

1.2. References in this Contract to words incorporating the masculine gender only shall where the context so admits include the feminine and/or neuter genders and vice versa and references in this Contract to words incorporating the singular meaning shall include the plural meaning and vice versa and words denoting natural persons shall include bodies corporate, incorporate, associated partnerships, firms, trusts, associations, joint ventures, governments, governmental agencies or departments or any other entity, and all such words shall be construed interchangeably in that manner.

1.3. If any inconsistencies or conflicts arise between the separate documents forming the Contract, to the extent of inconsistency or conflict, the following order of precedence shall apply in order of priority: (i) any written agreement (e.g. addendum) between the Parties duly signed by authorized officers of each Party purporting to amend the existing terms of the Contract, (ii) the Schedule(s) in this General Terms and Conditions, (iii) **Clauses 1** (Definition) **to 37** (Miscellaneous) in this General Terms and Conditions, (iv) the other documents forming the Contract.

1.4. The paragraph or clause headings in this Contract have been inserted for ease of reference and convenience only and shall not affect the construction or interpretation of this Contract. Unless otherwise expressly provided, any reference in this Contract to a "Clause", "Appendix", "Annex" or a "Schedule" is a reference to the relevant clause or appendix of, or annex or schedule to, this Contract. The Appendices, Annexes and Schedules are to have effect and be construed as an integral part of, and shall be deemed to be incorporated into this Contract.

1.5. References to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and all regulations, rules and statutory instruments (however described) issued under it.

1.6. Any reference to "day" shall mean a period of twenty-four (24) hours, ending at twelve (12) midnight.

1.7. If any period of time is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day. "Business day" means any day other than a Saturday, a Sunday or a gazetted public holiday in Singapore.

1.8. A reference to the whole includes any part thereof and a reference to the word "include" or "including" shall not be construed as having any limiting effect.

2. CONTRACT PERIOD & OPTION TO RENEW

2.1. This Contract shall commence on the Effective Date and shall expire on the date as stated in the Letter of Award with an option for the Institution to extend this Contract for a further period, as stated in Letter of Award, from its expiry on the terms and conditions herein, including Contract Price, save for this option. The Contractor shall, at its own cost and expense, take all necessary steps to correct any deficiency and take all necessary steps to ensure that the Services and Products are supplied within the timeline specified by the Institution.

3. SUPPLY OF SERVICES

3.1. The Contractor shall perform the Services and where required, supply the Products to the Institution in accordance with the Requirements as set out in detail in **Schedule 1** and as instructed and directed by the Institution from time to time to the reasonable satisfaction of the Institution and in compliance with any relevant industry standards and all applicable legal and regulatory requirements, and without undue disruption to the business and operations of the Institution.

3.2. If the exact quantity, frequency and extent of the Services to be supplied by the Contractor during the period of the Contract are not specified in the Contract, the Institution shall be under no obligation to purchase any or all of such Services. Any statement of 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 quotations shall be deemed to be approximate only and merely for the information of the Contractor.

4. PERFORMANCE OF SERVICES

Quality and standards

4.1 The Contractor shall perform the Services in a prudent, reasonable, and efficient manner and in accordance with (i) Requirements (ii) all applicable operating manuals, (iii) applicable warranties provided herein (iv) laws and regulations, (v) the requirements of any system software, and (vi) all insurance policies specified in **Clause 13** of this Contract. The Contractor hereby acknowledges that it knows the standards of the Services required and the purposes of the performance of the Services.

4.2 The Contractor shall ensure that the manpower, equipment, materials and any other necessary resources required to provide the Services, comply with all mandatory legal and/or safety requirements if any, and all reasonable requirements of the Institution as notified to the Contractor from time to time.

4.3 The Products supplied shall conform in all respects to the Requirements. The Products supplied shall be in satisfactory condition and fit for their purpose. The Contractor hereby acknowledges that it knows the purposes the Products are intended for.

4.4 The Contractor further undertakes that in respect of the Products supplied or to be supplied, it shall:

(a) in all respects (including the design, manufacture, processing, storage and testing thereof) comply with all applicable legal, regulatory and health and safety requirements and meet all relevant industry standards, best practices, and all other directives, guides, guidelines, recommendations and requirements applicable to such Products, including, without limitation, any as issued by the World Health Organization, the Ministry of Health, the Health Sciences Authority or any international health authority or under investigation or review for the same. The Contractor shall promptly notify the Institution upon becoming aware of any withdrawal or threatened withdrawal from legal supply or of any actual or pending investigations or reviews of any Product; and

(b) in the event of a change in legal or regulatory requirements during the course of the supply of the Products under the Contract, the Contractor undertakes to take all necessary actions for complying with the same, at its own expense.

4.5 The supply of samples of the Products by the Contractor to the Institution shall not in any way prejudice the requirements of this **Clause 4**, and shall not entitle the Contractor to derogate from, or relieve the Contractor in any way of, its obligations to ensure that Products supplied comply with all requirements, warranties and conditions in this General Terms and Conditions and in the Contract.

Performance monitoring

4.6 The effectiveness of the Contractor in providing each of the Services shall be monitored by key performance indicators ("**KPIs**") as set out in **Schedule 3**.

4.7 In any given month, if the Contractor fails to meet the KPIs for any of the Services, the Institution shall have the right to require from the Contractor liquidated damages in accordance with **Clause 5**.

4.8 Time for the performance and/or delivery and completion of the Services under this Contract is of the essence. The Contractor shall perform the Services in accordance with this Contract and timelines as agreed between the Parties.

Acceptance of Products

4.9 The Products will not be considered delivered by the Contractor or accepted by the Institution until after the Institution or its appointed representative has actually inspected the Products and ascertained that they appear to comply with the provisions of this Contract, and the Institution has notified the Contractor of the same in writing.

4.10 The risk of loss or damage to the Products shall not pass from the Contractor to the Institution until acceptance of the Products in accordance with **Clause 4.9**. Legal and beneficial title to the Products shall pass from the Contractor to the Institution upon acceptance of the Products by the Institution pursuant to **Clause 4.9**.

Electronic deliveries

4.11 Where any delivery of Services and/or Products is made electronically or in electronic format, the Contractor understands and accepts that:

(a) risk of non-delivery, mis-delivery, incomplete or late delivery to the Institution is entirely on the Contractor;

(b) where the Institution certifies that any deliverable received by the Institution is unusable, inaccurate or is otherwise corrupted, then it shall be deemed that no delivery took place and the Contractor shall be obliged to re-deliver the deliverable to the Institution within the time frame specified by the Institution; and

(c) the Contractor shall be under a duty to transmit the deliverables to the Institution only in encrypted form and that the Contractor shall provide to the Institution all means necessary to decrypt the so transmitted deliverables.

5. LIQUIDATED DAMAGES

5.1 In addition to any other remedies which the Institution may have under this Contract or otherwise – where the Institution has the right to require from the Contractor liquidated damages under this Contract, the Institution shall have the right to claim from the Contractor or to deduct from the Contract Price, as liquidated damages (and not as a penalty), a sum to be calculated at (i) the rates specified in **Schedule 3** or (ii) in the absence of such specified rates in **Schedule 3**, at the rate of 0.5% per cent (½%) of the Contract Price for the late delivery of any part of the Services and/or Products, for each late day or part thereof up to a maximum of ten per cent (10%) of the Contract Price.

5.2 The Contractor acknowledges and agrees that the sum stipulated above constitutes a genuine pre-estimate by the Contractor and the Institution of the potential loss that would be suffered by the Institution resulting from or in connection with the Contractor's failure to meet the KPIs and/or default(s) under this Contract, taking into account all relevant considerations, including without limitation the disruptions caused to the Institution's operations and the possible costs in sourcing for substitute sources .

5.3 Notwithstanding **Clause 5.1**, if the Institution determines in its sole and absolute discretion that there is non-performance of any of the Contractor's obligations under this Contract which is not due to a Force Majeure Event stated in **Clause 16**, the Institution reserves the right to terminate this Contract and to be indemnified by the Contractor against all losses, damages, claims or demands suffered or incurred by the Institution or to which the Institution may be liable as a result of the Contractor's delay.

6. CONTRACT PRICE

6.1 The Contract Price for the Services provided by the Contractor to the Institution pursuant to this Contract is set out in **Schedule 2**, and shall represent the total cost to the Institution (excluding GST) for the Services provided, which shall include the cost of all necessary manpower, materials, and or equipment that may be required by the Contractor to provide the Services, inclusive of all accessories, whether explicitly or separately specified or not, and the necessary for providing full capabilities asked for.

6.2 The Contract Price for the Services shall not be subject to change during the Contract Period unless expressly provided for in this Contract.

7. PAYMENT

7.1 The Contractor shall be paid the Contract Price by way of [interim] payments upon the completion and acceptance by the Institution of the Services (and Products, where applicable) in accordance with this Contract.

7.2 Invoices shall be due and payable by the Institution, within sixty (60) days from the date of receipt of Invoice by the Institution PROVIDED that such payment shall not affect the Institution's right to reject any of the Services and/or Products, or the Contractor's responsibility re-perform the Services or to replace defective or damaged Products, and such payment shall also not amount to a waiver of any accrued rights and remedies of the Institution against the Contractor.

7.3 The Institution may, upon provided written notice to the Contractor within thirty [30] days after receipt of an Invoice, withhold payment for Services and question any items invoiced to the Institution. Such non-payment shall not constitute a default or breach of the Contract. In the event of any dispute between the Institution and the Contractor with respect to the content of the Invoice, the Institution shall pay the undisputed amount and the Institution and the Contractor shall promptly seek to resolve the disputed matters in accordance with **Clause 19** (Dispute Resolution) of the Contract.

7.4 Where applicable, full payment will not be made until the Products have been successfully installed and commissioned.

8. CONTRACTOR'S GENERAL OBLIGATIONS

Adequacy of Contractor's Proposals

8.1 Notwithstanding any approval (whether verbally or in writing) given by the Institution to any of the Contractor's Proposals, concepts, methodology, implementation plans, design, planning and technical specifications relating to the performance of the Services and/or Products, and/or for compliance with the Requirements, the Contractor shall utilise optimum and cost effective methods with respect to the performance of the Services and Products.

8.2 In the event of any inadequacy in the Contractor's Proposals, concepts, methodology, implementation plans, design, planning and technical specifications of the Services and/or Products, the Contractor shall, at its own cost and expense, rectify immediately such inadequacy so as to achieve the satisfactory and timely performance of the Services.

Contractor's Workers

8.3 The Contractor shall provide all labour and professional, supervisory and managerial personnel required to perform the Services that are suitably qualified and have the requisite experience and expertise to undertake the Services to the standards required by the Institution and meet any requirements for Services under the Contract. The Contractor consents to further security checks by the Institution if deemed necessary by the Institution.

8.4 The Contractor shall comply with all labour and employment laws regarding the engagement of all Workers and ensure that no illegal immigrant shall be employed by him or any sub-contractor in the execution of any part of the Services. If any illegal immigrant is found to be so employed, the Contractor shall cease such employment immediately. The Contractor shall be solely liable for and shall indemnify the Institution against any breach of this **Clause 8** and any damage, expense, liability, loss, claim or proceedings as a result of any illegal immigrants or unsafe workers found to be employed by the Contractor and the Institution reserves the right to impose such other measures as de-registration or debarment of the Contractor. An "illegal immigrant" means any person who has entered into Singapore in contravention of the Immigration Act (Cap. 133) or any statutory modification or re-enactment thereof.

8.5 Where so required by the Institution, all Workers deployed by the Contractor to carry out the Services in the Premises must obtain and display at all times the Institution's security pass while on the Premises. Where requested by the Institution, the Contractor shall provide the Institution with a comprehensive list of Workers and copies of their recent photographs and valid work permits. This list shall be forthwith updated in the event of changes in the deployment of foreign workers. In the event foreign workers are deployed, it shall be the Contractor's responsibility to ensure that such foreign workers have valid work permits. The Contractor shall be deemed to have obtained the necessary consents from their Workers in compliance with the PDPA.

8.6 The Contractor shall replace any of the Worker(s) within fourteen (14) days from the date of written notice issued by the Institution that the said Worker is either:

(a) technically incompetent or negligent in carrying out the Services or whose continued presence is undesirable or unacceptable and all efforts by the Contractor have failed to resolve the issue within the said period; or

(b) conduct of the said Worker is found to be detrimental, whether in relation to the Services or at large.

If the Institution so instructs the Contractor to replace the Worker under this sub-clause, the said Worker shall be removed from or cease to be involved in the performance of Services under this Contract with immediate effect from the date of the written notice.

8.7 All individuals employed or contracted by Contractor to perform the Services, their working hours, rates of compensation and all other matters relating to their employment or engagement shall be determined solely by Contractor. With respect to employment matters, hiring personnel, and employment policies, the Contractor shall comply with all applicable laws.

8.8 The Contractor shall act in a reasonable manner that is consistent with the intent and purpose of this Contract and with the Institution's acknowledgment (hereby given) that Contractor (including the Workers) has no authority to enter into any contracts on behalf of the Institution with respect to any matter that purports to bind or otherwise obligate the Institution in any manner whatsoever.

9. REPRESENTATIONS & WARRANTIES

9.1 The Contractor hereby represents and warrants that:

(a) the Services and Products or any part thereof do not and will not infringe the intellectual property rights of any person and the Contractor shall, where applicable, obtain for and grant to the Institution, free of any additional charge, a worldwide, perpetual, non-exclusive licence to use all intellectual property owned by or licensed to the Contractor that are necessary for the provision of the Services and the provision/use of the Products;

(b) the documentation provided by the Contractor hereunder will faithfully and accurately reflect the functionality of the Services and Products;

(c) the Institution shall quietly and peacefully possess the Products and other materials provided hereunder subject to and in accordance with the provisions of this Contract and any Schedule and/or Addendum;

(d) full legal and beneficial title to the Products shall pass from the Contractor to the Institution upon acceptance of the Products (and/or Services, as applicable), free of any form of encumbrance;

(e) each Product provided pursuant to this Contract will be in good working order when installed, ready for use and free from any defects in material and workmanship, and the Contractor will make all adjustments, repairs and replacements necessary to correct such defects;

(f) the Services and Products shall in all respects (including the design, manufacture, processing, storage and testing thereof) comply with all legal, regulatory and health and safety requirements, and meet all relevant industry standards;

(g) where applicable, all parts of the Products installed by the Contractor do not contain any unauthorised code, virus, Trojan horse, worm or other software code, routine or software components designed to permit unauthorised access, disable, erase, or otherwise harm, impede Institution's use of the Products or any other of the Institution's systems;

(h) it has the requisite manpower, equipment, materials, skill and expertise, for the satisfactory provision of the Services in accordance with the Contract, and acknowledges that the Institution relies upon this warranty and representation;

(i) it has full power and authority to enter into and perform this Contract, and this Contract constitutes a valid and binding obligation on the Contractor and does not conflict with any other agreement or obligation by which the Contractor is bound;

(j) in entering the Contract it has not committed any fraud;

(k) at the commencement of this Contract, all information contained in its Proposal in response to the RFP remains true and accurate;

(l) the execution of the Contract and delivery of the Services and Products and the performance of its obligations under this Contract will not result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body by which it is bound;

(m) no proceedings or other steps have been taken for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;

(n) there is no material suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or to its best knowledge or belief, threatened against it or affecting its ability to perform its obligations under this Contract; and

(o) the signatories for and on behalf of the Contractor are authorized and fully empowered to execute this Contract on the Contractor's behalf.

10. SECURITY DEPOSIT / BANKER'S GUARANTEE

10.1. The Institution shall have the option to require the Contractor, for the due and faithful performance of the Contract and the fulfilment of the Contractor's obligations hereunder, to lodge with the Institution a Security Deposit in the form of an on-demand Banker's Guarantee or such other forms of security (in such form as prescribed by the Institution) equivalent to ten percent (10%) of the Contract Price.

10.2. The Institution shall be entitled to utilise and make payments out of or deductions from the Security Deposit in accordance with the Contract.

10.3. In the event that the Security Deposit provided for in **Clause 10.1** is inadequate to fully indemnify or compensate the Institution for any loss, liability, cost, expenses or damage incurred or suffered by the Institution as aforesaid, the Contractor shall, forthwith on demand by or on behalf of the Institution, pay to the Institution all losses, liabilities, costs, expenses (including without limitation, legal fees on a solicitor and own client basis) and/or damages as may be incurred or suffered by the Institution to the extent to which the Security Deposit proves inadequate.

10.4. If, at any time, by virtue of the deduction by the Institution in accordance with **Clause 10.2**, the Security Deposit falls below the amount stipulated in **Clause 10.1**, the Contractor shall, forthwith on demand by or on behalf of the Institution, top up the Security Deposit by paying the amount of the shortfall or furnishing an on demand Banker's Guarantee on terms acceptable and determined by to the Institution for the same.

10.5. The Security Deposit shall be refunded without interest to the Contractor with the remaining value after any payments and/or deductions as provided in **Clause 10.2**, after the Contract has expired or has been terminated PROVIDED ALWAYS that the Contractor has performed the Contract to the satisfaction of the Institution.

11. DEED OF GUARANTEE AND INDEMNITY FROM CONTRACTOR'S PARENT COMPANY

11.1. The Institution shall have the option to require the Contractor, for the due and faithful performance of the Contract and the fulfilment of the Contractor's obligations hereunder, to obtain the Contractor's parent company's execution of a Deed of Guarantee and Indemnity in favour of the Institution, in a form to be determined at the Institution's sole and absolute discretion.

11.2. If the Contractor's parent company is registered overseas, the Institution shall have the option to require the Contractor to procure, upon written request and at the Contractor's own cost and expense, a legal opinion from a reputable law firm determined by the Institution, confirming the enforceability of the Deed of Guarantee and Indemnity against the Contractor's parent company in the country which it is registered.

12. INDEMNITY

12.1 The Contractor shall indemnify, defend and hold harmless the Institution and the Institution's servants, agents, employees, officers and departments against all liabilities, claims, expenses (including court costs and fees of solicitors (on a full indemnity basis) and that of other professionals) and losses in respect of damage to any property or breach of statutory duty or fraud or fraudulent misrepresentation or criminal acts or personal injury to or death of any person:

(a) due to any act, default, omission or negligence of the Contractor, the Contractor's servants or agents arising out of or in the course of the performance of this Contract (including but not limited to in the course of the manufacture, delivery, acceptance, installation, commissioning, use or operation of the Products or any part or unit thereof); and/or

(b) due to any breach of the terms of this Contract by the Contractor; and/or

(c) caused by faulty workmanship, or sub-standard materials used in the manufacture, or defective design, of the Products or any part or unit thereof; and/or

(d) due to the use of equipment and/or resources that do not meet the required quality and/or safety standards,

including but not limited to:

(i) claims by any workmen, employee or agent or subcontractor or any workmen, employee or agent of such subcontractor of the Contractor for any personal injury and/or death suffered in connection with the performance of this Contract including but not limited to payment under the Workmen's Compensation Act (Cap. 354); and

(i) claims by any person(s) whatsoever (including but not limited to any patient or visitor) arising out of or connected to or contributed to by the breach or non-performance of this Contract by the Contractor.

13. INSURANCE

13.1 The Contractor shall take out at its own expense with a reputable insurance company, a policy or policies of insurance with adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, indemnifying the Institution from all liabilities arising under this Contract, which includes but is not limited to:

(a) personal injury or death;

(b) loss or damage to property and against loss or damage suffered or incurred by the Institution by fire and such other perils as the Institution may require;

(c) product liability;

(d) liabilities to third parties arising from the Contractor's performance or non-performance of the Services; and

(e) the Contractor's liability as an employer in respect of claims by any and every workman or employee whether such liability arises from the Work Injury Compensation Act or otherwise.

13.2 Such insurance shall be maintained for the duration of the Contract Period (the "**Insured Period**") and shall to the extent of the liabilities assumed by the Contractor under this Agreement, include the Institution and its Affiliates as additional assureds.

13.3 Throughout the Insured Period, the Contractor shall make payment for all necessary premiums from time to time by the day on which the same ought to be paid and shall not cause the said policies to be invalidated or diminished in their purpose, and shall, if the Institution so directs, deposit with the Institution the receipts in respect of the payment of such premiums.

13.4 The Contractor shall cause the insurance policies stipulated in this **Clause 13** to contain a "Severability of Interests" (Cross Liability) clause which states that, in the event of one insured party incurring liability to any of the other insured parties, the insurance shall apply for the benefit of the party against whom the claim is or may be made in the same manner as if separate policies had been issued to each party.

13.5 Upon the Effective Date and upon the renewal of any insurance policy required by **Clause 13.1**, the Contractor shall provide to the Institution a copy of any policy taken out by the Contractor in compliance with this **Clause 13** or a broker's verification of insurance to demonstrate that the appropriate cover is in place.

13.6 All insurances required under this **Clause 13**, or material changes to these insurances, shall be endorsed by the Institution to provide that underwriters waive any rights of recourse, including in particular subrogation rights against the Institution and its Affiliates to the extent of the liabilities assumed by the Contractor under the Contract.

13.7 If any default is made by the Contractor in complying with the terms of this Contract, the Institution may, without prejudice to any other remedy available to the Institution for breach of any terms of the Contract:

(a) withhold all payments which would otherwise be due to the Contractor under the Contract and out of such money 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 a policy of insurance, and/or

(b) pay such premiums as may have become due and remain unpaid and deduct the amount of such premiums from any money due or becoming due to the Contractor.

13.8 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in this Contract.

13.9 Nothing in this **Clause 13** shall be construed to take away or to waive or in any manner to modify the right of the Institution to be indemnified by the Contractor in respect of all claims, costs and other expenses whatsoever which, by reason of the Contractor's default or otherwise, may become payable by the Institution.

14. AUDIT

14.1. If required by the Institution and where appropriate, the Contractor shall allow the Institution to conduct periodic audits at all locations and premises in which the Contractor performs its

obligations under this Contract to ensure that there are proper controls and compliance with this Contract and to monitor the performance of the Contractor's obligations under this Contract, to satisfy itself as to the status and quality of the Services and Products. Audits may be conducted by the Institution or by a third party appointed by the Institution ("**Audit Representative**"). The Contractor shall cooperate with and provide support, information and assistance to the Institution and/or its Audit Representative for the purpose of such audits. The Contractor shall provide all support necessary for the conduct of the audits at no additional cost to the Institution.

14.2. Without prejudice to the foregoing, the Institution may conduct surprise spot checks on any locations and premises in which the Contractor is performing or has performed obligations under this Contract for the purpose of such audits.

15. TERMINATION

15.1. The Institution may terminate this Contract forthwith by written notice to the Contractor with immediate effect in the event that:

(a) the Contractor commits a breach and fails to remedy that breach within the time stipulated in the notice given by the Institution to remedy the breach;

(b) it is a material breach or a breach that is not in the sole and absolute opinion of the Institution capable of remedy;

(c) there is a delay in the delivery of the Services and/or Products by the Contractor and the delay is not due to a Force Majeure event;

(d) an order should be made or an effective resolution passed for the winding up of the Contractor or in the course of a voluntary liquidation for the purpose of reconstruction or amalgamation;

(e) the Contractor becomes insolvent;

(f) the Contractor makes an assignment for the benefit of its creditors or a liquidator, receiver, trustee, judicial manager or similar official is appointed over all or a substantial part of its assets; or

(g) the Contractor fails to meet its obligations under this Contract.

15.2. In the event of termination under **Clause 15.1** above:

(a) the purchase of any Services and/or Products which have not been performed/delivered in accordance with **Clause 4**, shall be deemed cancelled, and the Contractor shall have no claim whatsoever against the Institution in respect of these undelivered Services and/or Products;

(b) the Contractor shall refund and repay to the Institution any advance payment received from the Institution without prejudice to the Institution's other rights to claim compensation and damages under the Contract, including without limitation to compensation for increased costs in obtaining the Services and/or Products from other sources; and

(c) the Contractor shall provide to the Institution the staff and transition services necessary for the Institution to effect an orderly transition to the Institution or to the Institution's selected third party of the Services, at no additional cost to the Institution for up to the period stated in the Requirements or six (6) months, whichever period is longer.

15.3. The Institution may terminate this Contract or reduce the scope of the Contract at any time without cause by giving the Contractor not less than six (6) weeks prior written notice. No compensation, monetary or otherwise shall be payable to the Contractor in such event. Upon termination of the Contract by the Institution in accordance with this **Clause 15**, the Contractor shall:

(a) be entitled to payment for all Services and/or Products delivered and accepted up to and including the final day of the six (6) weeks' notice period, provided always that all terms and conditions of this Contract have in the opinion of the Institution been duly and faithfully observed by the Contractor; and

(b) forthwith deliver to the Institution all Services and/or Products prepared in connection with the Contract (if any) which have been agreed upon prior thereto up to and including the final day of the six (6) weeks' notice period.

15.4. Any termination of this Contract shall be without prejudice to any rights or obligations the Institution may have accrued under this Contract on or before termination, including in respect of an antecedent breach.

16. FORCE MAJEURE

16.1. A Party shall not be liable for any failure or delay to comply with its obligations under this Contract where such failure is caused solely and directly by a Force Majeure Event provided that the Party relying on the Force Majeure Event ("**Notifying Party**") shall notify the other Party within twenty-one (21) days from the commencement of the event relied upon by the Notifying Party for its failure to comply with its obligations.

16.2. The Notifying Party shall, subject to its obligations herein set out, for the duration of such Force Majeure Event, be relieved of any obligation under this Contract but only to the extent that the same is directly prevented or delayed by such Force Majeure Event. The provisions of this Contract shall remain in force with regard to all other obligations under this Contract which are not affected by such Force Majeure Event. Where the Notifying Party is the Contractor, the Contractor shall use its best endeavours at all times to satisfy its obligations to the Institution whether in whole or in part, notwithstanding the occurrence and/or continuation of any Force Majeure event.

16.3. If such Force Majeure Event persists for more than six (6) weeks, the Institution may terminate this Contract by serving a one (1) week's notice in writing. Upon termination of the Contract by the Institution, neither Party shall be liable to the other save that the Institution shall pay the Contractor the price of the Services supplied and accepted by the Institution up to and including the date of termination.

16.4. The Institution shall not be liable for any loss or inconvenience suffered by the Contractor arising from any Force Majeure Event or the termination of the Contract as a result of such Force Majeure Event.

17. NOTICES

17.1. Except as otherwise provided in this Contract, notices which are required to be given in or under this Contract shall be in writing (unless expressly stated otherwise). Notices may be sent by electronic mail to the electronic mail address as the Party to be served may have notified the other Party of, or by hand or pre-paid AR Registered post to the address of the Parties as specified below or to such other address as the Party may later specify.

If to Institution: Address as stated in the Letter of Award	If to Contractor: Address as stated in the Proposal

Provided that where the notice involves a termination or alleged breach of this Contract, then such notice shall be sent by hand or by AR Registered Post and properly addressed to the addresses of the Parties as set out above, and also communicated by telephone as promptly as possible.

17.2. Every notice or communication so sent shall be deemed to have been properly served and validly made, if by hand when delivered to the recipient's address; and if sent by AR Registered post,

two (2) business days after posting if posted to an address within Singapore, notwithstanding the fact that the notice may be returned by the Post Office undelivered; and if sent by electronic mail, shall be deemed received at the same time when it is dispatched, provided no error message is generated by the transmitting device.

18. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Singapore.

19. DISPUTE RESOLUTION

19.1. In the event of any dispute between the Parties in connection with this Contract, Parties shall settle the dispute informally within thirty (30) days of their first meeting (the **"30-day Period**") or such other time as may be agreed between the Parties. The Parties shall always act in good faith and co-operate with each other to resolve any disputes. If the dispute, claim, question, disagreement, difference or breach is not settled within the 30-day Period, the matter shall first be referred to the Chief Executive Officer (or equivalent designation) of each of the relevant Institution and the Contractor or their respective nominees for resolution.

19.2. If the dispute, claim, question, disagreement or difference is not settled in accordance with **Clause 19.1** above, Parties shall use reasonable efforts to resolve the same through mediation at the Singapore Mediation Centre and its rules and procedures shall apply accordingly. Either Party can serve a notice for mediation to the other and the Party who receives a notice for mediation shall consent and participate in the mediation process as aforementioned. Failure to comply with this **Clause 19** shall be deemed a breach of Contract.

19.3. If no agreement is reached between the Parties thereafter within thirty (30) days from the commencement date of mediation process, the Parties hereby agree that the disputes shall be referred to and finally resolved by exclusive jurisdiction of the Courts of the Republic of Singapore.

19.4. For the avoidance of doubt, it is agreed that nothing in this **Clause 19** shall prevent a Party from seeking urgent equitable relief that is necessary to protect the rights or property of that Party from an appropriate Court having jurisdiction without waiving any other remedies under this Contract prior to the commencement of any dispute resolution proceedings hereunder.

19.5. The commencement of any mediation or litigation proceedings shall in no way affect the continual performance of the obligations of the Contractor under this Contract, except in so far as such obligations relate to the subject matter of such proceedings.

19.6. Parties shall keep the dispute resolution proceedings and all information, documents, evidence and all matters relating thereto confidential in accordance with **Clause 24**.

20. STATUTORY OBLIGATIONS, COMPLIANCE WITH LAW, AND REQUIREMENTS OF WORKERS

20.1. The Contractor shall comply with all laws applicable to the performance of the Services and supply of the Products. The Contractor shall apply for and obtain at their cost in applying for and obtaining, all necessary permits, licenses and approvals (and renewals of the same) required to allow Contractor to perform the Services and supply the Products.

20.2. Save for the Institution's Affiliates, any person who is not a party to this Contract shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce this Contract or any of its terms.

20.3. The Contractor shall not offer or give, or agree to give, to the Institution or any other public body or any person employed by or on behalf of the Institution any gift or consideration of any kind or any favour as an inducement or reward in relation to the obtaining or execution of this Contract.

The Institution may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination if so.

20.4. The Contractor shall ensure that it complies at all times with all legal and regulatory requirements and obtains all licences, consents, permits and authorisations, including any government authorisation or certification required, as may be necessary for the supply and delivery of the Services and/or Products from time to time. In the event of a change in legal or regulatory requirements during the course of the supply of the Services and/or Products under the Contract, the Contractor undertakes to take all necessary actions for complying with the same, at its own expense.

20.5. The Contractor undertakes that all the Workers shall, in performing their duties in relation to the Contract (whether on the Premises of the Institution or otherwise), observe the security and safety requirements of the Institution and comply with such instructions or rules and regulations as may be issued by the Institution from time to time.

21. AMENDMENTS

21.2. No amendment, change or modification of this Contract shall be valid unless it is in writing and signed by each Party.

22. NO SUB-CONTRACTING AND ASSIGNMENT

22.1. The rights and obligations arising out of this Contract shall not be assignable or transferable by the Contractor or sub-contracted to any third party without the prior written consent of the Institution.

22.2. Notwithstanding that any obligation is sub-contracted, the Contractor shall remain solely and personally responsible at all times for the due observance by such sub-contractors of all the terms and conditions of this Contract, and shall be liable for any act or omission by any sub-contractor that constitutes or may constitute a breach, repudiation, default or failure to comply with any of the terms and conditions of the Contract, whether total or partial. The Contractor shall indemnify the Institution against all and any losses, expenses, costs (including legal costs), damages, liabilities, proceedings or claims arising therefrom.

23. INDEPENDENT CONTRACTOR / NO PARTNERSHIP

23.1. The Parties are independent contractors. Save as expressly provided in this Contract or by express agreement in writing between the Parties, nothing in this Contract shall be deemed to constitute a partnership between the Parties or constitute any Party the employee, agent, partner or legal representative of the other Party for any purpose or otherwise entitle either Party to have any right, power or authority to create any obligation or responsibility of any kind, express or implied on behalf of the other. Further, the Parties agree that neither Party has the right to bind or commit the other Party for any purpose in any way whatsoever or control any activity of the other Party outside the terms of this Contract.

24. CONFIDENTIALITY

24.1. The Contractor shall keep confidential and not disclose to any third party any information in respect of, arising from or in connection with the terms, conditions and provisions of this Contract or arising from its performance of this Contract and all correspondence and discussions between the Parties in relation to the Contract (the "**Confidential Information**") unless the disclosure is required by law, regulation or directive of the law enforcement organisations or made with the prior written consent of the Institution.

24.2. The Contractor hereby agrees that it shall:

(a) not use any Confidential Information for any purpose other than the purposes for which it is intended, pursuant to and in accordance with the terms of the Contract;

(b) procure the compliance of the Workers with the confidentiality obligations herein; and

(c) ensure that any employee, servant or agent of the Contractor's subcontractor (if any) comply with the confidentiality obligations herein.

24.3. 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 the Institution or the Contract or any part of the obligations to be performed under the Contract in any media without the prior written consent of the Institution.

24.4. The Contractor's confidentiality obligations under this **Clause 24** shall survive the expiry or termination of the Contract for a period of five years, save for the obligations in relation to Personal Data (where applicable), including but not limited to patient information, which shall remain confidential for the duration contemplated by the PDPA.

24.5. The Contractor agrees that the contents of this Contract may be shared by the Institution with (i) any of its Affiliates and their internal or external professional advisors and auditors, and (ii) any government or regulatory authorities.

24.6. A reference to the Institution in this **Clause 24** includes a reference to the Institution's Affiliates.

25. USE OF NAME

25.1. Except as may be necessary for either Party to carry out its obligations under this Contract, neither Party shall under any circumstances whatsoever use the other Party's name, trade names, trademarks, service marks, logos, or other symbols or other source identifying devices, or combinations or variations thereof, or the name of any employee of either Party, in any public announcement, news release, advertising, or promotional literature, without first obtaining the written consent and approval of the other Party.

26. PERSONAL DATA

28.1. Where the Contractor receives any Personal Data from the Institution, it shall ensure that it fully complies with the provisions of the PDPA and only deals with the Personal Data to fulfill its obligations under this Contract. The Contractor shall indemnify the Institution for any breach of the PDPA, which renders the Institution liable for any fines, costs, claims or expenses.

28.2. The Contractor shall in relation to Personal Data:

(a) ensure that it has, in relation to all Personal Data obtained and/or collected by it under this Contract in connection with its obligations under said Contract, fully complied with all requirements of the PDPA;

(b) process Personal Data only in accordance with the written instructions given by the Institution and to such extent necessary and appropriate for the purposes of this Contract or such other purposes approved by the Institution in writing;

(c) promptly deal with any enquiry from the Institution relating to the Contractor's processing of Personal Data;

(d) not transfer or allow the Personal Data to be transferred, outside of Singapore, unless expressly instructed or authorised by the Institution; and

(e) provide all necessary co-operation and assistance (whether to the Institution or otherwise) to allow access and/or correction of Personal Data in accordance with the PDPA.

28.3. Specifically, the Contractor shall also take all reasonable measures to ensure:

(a) that any Personal Data belonging to the Institution which is held by the Contractor pursuant to this Contract is protected against loss, unauthorised access, use, modification, disclosure or other misuse, and that only authorised personnel have access to that Personal Data;

(b) that, to the extent that the Personal Data is no longer required by the Contractor for legal or business purposes, that Personal Data is destroyed or re-delivered to the Institution;

(c) that the Institution is immediately alerted in writing (with full particulars) of any unauthorised access, disclosure or other breach of this **Clause 26** and the Contractor undertakes, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of this **Clause 26** (including providing the Institution with such reports or information concerning such steps as and when requested by the Institution); and

(d) it keeps itself appraised of any and all notices and circulars which the Institution may from time to time notify to the Contractor, including without limitation any policies, guidelines, circulars or notices relating to personal data ("**PDPA Documentation**"), and to perform its duties or discharge its liabilities pursuant to this Contract in a manner which is consistent with the PDPA Documentation, and will not cause the Institution to be in breach of the same.

28.4. Notwithstanding and further to anything stated elsewhere in the Contract, the Institution reserves the right and the Contractor agrees that the Institution may conduct (or appoint a qualified, independent third party to conduct) an audit and/or assessment of the standard of compliance or non-compliance by the Contractor with the obligations under this **Clause 26**.

28.5. To the extent that Contractor sub-contracts its obligations under this Contract to a sub-contractor, the Contractor agrees and acknowledges that it shall ensure that this **Clause 26** is incorporated into the sub-contractor's contract.

28.6. A reference to the Institution in this **Clause 26** includes a reference to the Institution's Institution's Affiliates.

29. SEVERANCE

29.1. The illegality, invalidity, unenforceability of any provision of this Contract shall not affect the legality, validity and enforceability of any other provisions.

30. SURVIVAL

30.1. The provisions of this Contract that are contemplated to be enforceable after the termination or expiry of this Contract shall survive the termination or expiry of this Contract.

31. WAIVER

31.1. The failure or delay by either Party at any time to enforce any provision of this Contract shall not be construed as a waiver of such provision or any other provision hereof. A waiver shall not be effective unless it is in writing.

32. RELIANCE

32.1. The Contractor accepts that the Institution, inter-alia, relies on the judgment and skills of the Contractor for any and all of the Services to be performed and on the skill and judgment of the Contractor in the design, description and manufacturing, quality, reliability, function, safety, suitability and performance of the Products to be provided.

33. REASONABLENESS

33.1. Both Parties agree that the clauses in this Contract are reasonable. In construing the clauses herein, the clauses shall not be construed contra proferentum against the Institution.

34. LANGUAGE

34.1. All business relating to this Contract, both written and verbal, shall be conducted in the English Language.

35. ENTIRE AGREEMENT & COUNTERPARTS

33.1. This Contract may be executed in one (1) or more counterparts by the duly authorized representatives of the Parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Contract provided that this Contract shall be of no force and effect until the counterparts are exchanged.

33.2. The Parties expressly acknowledge that they have read this Contract and understood its provisions. Parties agree that this Contract constitutes the entire agreement between them with respect to the subject matter of this Contract and that it supersedes all prior or contemporaneous proposals, agreements, negotiations, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between the Parties prior to this Contract in respect of the matters dealt with in it.

34. RIGHT OF SET-OFF

34.1. Whenever under this Contract any sum of money (including any damages) shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Contract, including from any Security Deposit (where applicable).

35. PARAMOUNT OBLIGATION

35.1. The Contractor acknowledges that the Institution has a paramount obligation to comply with the directives of the relevant authorities, to discharge the Institution's duties with regard to public healthcare and to act at all times in the interest and welfare of the Institution's patients. The Institution shall not be required or obliged under this Contract to act in any manner contrary to such paramount obligation.

36. INTELLECTUAL PROPERTY

36.1. Where as a result of carrying out its obligations under the Contract in respect of work designed by the Contractor for which the Contractor is to be paid by the Institution, the Contractor generates proprietary technical data, know-how and other information, these shall become the property of the Institution as and when such is generated.

36.2. The Contractor shall not use any such technical data, know-how and other information compiled for a third party without the authorisation of the Institution, even in the event of termination of the Contract pursuant to the Institution's right to suspend or terminate the Contract.

36.3. All royalties and fees whatsoever claimable by or payable to any person, firm, corporation or government for or in connection with any Intellectual Property Rights used in respect of the Services and/or Products, or any part or unit thereof supplied under this Contract, shall be deemed to be included in the Contract Price.

36.4. In the event of the Institution (including for this purpose, every staff of the Institution thereof), being held liable for damages arising out of any claim at the time of account of patent rights and/or intellectual property rights which may be payable by virtue of the Institution's acceptance, possession, purchase, use or distribution of the Services and/or Products or any part or unit

thereof under this Contract, or in the event of any actions being contemplated or instituted against the Institution for alleged infringement of patents, design, copyright or other statutory or common law rights, the Contractor shall, without prejudice to (I) the Institution's right to defend a claim alleging such infringement, (II) the Institution's right of action or remedy against the Contractor, and (III) all or any of the Institution's rights as contained in the Contract:

(a) indemnify the Institution and its staff against all such claims and costs, charges and expenses in respect thereof; and

(b) at its own expense:

(i) defend such claim if so requested by the Institution. The Contractor shall observe the Institution's directions relating to the defence or negotiation for settlement of the claim and shall provide all reasonable assistance to the Institution in such defence or negotiation; and

(ii) procure for the Institution the right to continue accepting, possessing, purchasing, distributing or using the Services and/or Products; and/or

(iii) modify or amend the Services and/or Products or infringing part thereof so that the same becomes non-infringing without affecting the capacity and performance of the Services and/or Products; and/or

(iv) replace the Services and/or Products or infringing part thereof by other Services and/or Products or part thereof of identical capability and performance; and

(c) provided always that actions by the Contractor under **Clause 36.5(b)** are subject always to the Institution's right to:

(i) cancel immediately the Contract for delivery/supply of the Services and/or Products or parts thereof yet to be delivered/supplied to the Institution; and/or

(ii) return the Services and/or Products or parts thereof already delivered; and/or

(iii) cancel the Services to be provided; and/or

(iv) purchase or otherwise obtain the Services and/or Products or parts thereof from alternative source(s); and

(d) compensate the Institution with the Contract Price already paid to the Contractor.

36.5. The Contractor shall do all things necessary (including executing agreement and documents) to give full effect to the provisions of this **Clause 36**.

37. MISCELLANEOUS

37.1. Subject to Clause 37.2, the Contractor acknowledges and agrees that whilst the Institution is the contracting party to this Contract, the Services and/or Products may be delivered to and/or enjoyed by and/or performed for the benefit of the Institution's Affiliates.

37.2. If at any time during the Contract Period, any of the Institution's Affiliates, desires to contract directly with the Contractor for the purchase of the Services and/or Products, the Contractor agrees that it will extend to such Affiliates terms and conditions no worse off than those in this Contract (including charging such prices that are no higher than the Contract Price).

SCHEDULE 1

SCOPE OF SERVICES

[This annex will set out the contract services and scope. If there are any data management services / IT requirements (including interface, integration, software and hardware support & maintenance and service level standards), please include them here as well.]

SCHEDULE 2

MANPOWER COST AND PRODUCT RATES

[This annex will set out the charging model and product price rates (including the Contract Price) for Services.]

SCHEDULE 3

SERVICE LEVEL STANDARDS

[This annex will set out the KPIs and liquidated damages rates for Services.]

SCHEDULE 4

SPECIAL CONDITIONS

[This annex will set out the additional terms and conditions applicable for particular Services, including but not limited to those set out below.]