SECTION 2

GENERAL TERMS AND CONDITIONS

FOR THE

LEASE OF EQUIPMENT

GENERAL TERMS AND CONDITIONS FOR THE LEASE OF EQUIPMENT

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GENERAL TERMS AND CONDITIONS FOR THE LEASE OF EQUIPMENT

1 INTERPRETATION

1.1 Definitions

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) "**Audit Representative**" has the meaning ascribed to it in **Clause 9.3.1**;

(c) "**Confidential Information**" has the meaning ascribed to it in **Clause 9.12**;

(d) "**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, schedule, or exhibit of the Schedules) and any mutually agreed written amendments thereto;

(e) "**Contract Period**" means the duration of the Contract as stated in **Clause 8.1**, unless earlier terminated pursuant to **Clause 8**;

(f) "**Contract Rates**" means the price rates payable to the Contractor under the Contract for the lease and maintenance of the Equipment and other optional functional features and print charges as specified in **Schedule 2**.

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

(h) "**Copy Charges**" (where applicable) means the charges for the copies made during the use and operation of the Equipment as specified in Clause 5.2.

(i) "**Documentation**" means copies of publicly available manuals, reports, applicable operational instructions, screen layouts, report formats, any additional specifications and program and system documentation relating to the Equipment necessary for the use, maintenance and operation of the Equipment as well as for all for the system interface and integration of the Equipment to the Institution's systems as stated in Clause 3.8 herein and from time to time as such materials are developed or updated;

(j) "**Effective Date**" means the date the Contract commences as specified in the Letter of Award;

(k) "**Expiry Date**" means the date the Contract expires as specified in the Letter of Award;

(l) "**Equipment**" **means** the equipment that the Contractor is required to lease as set out in **Requirement Specifications** (including all parts, components and any other equipment accessories, and all accompanying or necessary software and hardware);

(m) "**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;

(n) "**General Terms and Conditions**" means the general terms and conditions set out in this Contract and any amendments and supplements to the same effected in accordance with the terms herein;

(o) "**GIRO**" means the Interbank GIRO of payment and settlement which allows customers of a participating bank, upon successful application for the scheme, to transfer funds, through direct debts and credits, to the account(s) of another customer of other participating banks;

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

(q) "**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;

(r) "**Insured Period**" has the meaning ascribed to it in **Clause 9.1.2**;

(s) "**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);

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

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

(v) "**Personnel**" means the directors, representatives, agents, sub-contractors (if permitted) and employees of/appointed by the Contractor or Institution for the purposes of performing the Contract;

(w) "**Proposal**" means the proposal submitted by the Contractor (including any negotiations and amendments thereto) in response to this RFP and accepted by the Institution;

(x) "**Rent**" means the rent payable for the lease of Equipment under the relevant Transaction Schedule.

(y) "**Requirement Specifications**" (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 lease of Equipment; (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;

(z) "**RFP**" means this Request for Proposal;

(aa) "**Sites**" means the sites of specified in the Transaction Schedule and all other future sites as the Institution may inform the Contractor from time to time in writing.

(bb) "**Service**" or "**Services**" means all services (including IT Services for integration with the Institution's systems, where applicable) related to the lease of the Equipment which shall be provided by the Contractor to the Institution pursuant to the **Requirement Specifications**, and all other services which may not have been expressly stipulated in the RFP but which are to be necessarily implied for the satisfactory and timely performance of this Contract or which are customarily provided in accordance with generally accepted professional practice in Singapore for the provision of such services, to the extent that such services are not expressly stated in this Contract;

(cc) "**Transaction Schedule**" means the document substantially in the form set out in Schedule 3 and signed by the Contractor and the Institution and shall incorporate the terms of this Contract mutatis mutandis. Each Transaction Schedule entered into from time to time between the Contractor and the Company shall be a discrete agreement and shall reflect the user requirements, the number of Equipment, the term of the lease and monthly rent payable. To the extend any provision of a Transaction Schedule directly and irreconcilably conflicts with a provision of this Contract, the conflicting provision of that Transaction Schedule will prevail.

(dd) "**Working Day**" means from 8.30 am to 5.30 am on Mondays to Fridays, 8.30 am to 12 pm on Saturdays, excluding public holidays.

1.2 Order of Preference

In the event of any conflict or inconsistency in the Contract, the following is the order of precedence of documents comprising this Contract (a) Latest Addendums amending the Schedules and General Terms and Conditions (b) Schedules (c) General Terms and Conditions.

1.3 Rules of Interpretation

This Contract shall be interpreted according to the following provisions, unless the context requires a different meaning.

(a) 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.

(b) 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

(c) 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.

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

(e) 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.

(f) 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 AGREEMENT TO LEASE

2.1 Lease of Equipment

The Contractor hereby leases to the Institution, and the Institution hereby leases from the units of Equipment specified in relevant Transaction Schedules in accordance with the terms and conditions set out herein together with all Schedules and Addendums attached. The Contract Rates shall be payable as set forth in **Clause 5** (Contract Rates) and shall not be subject to change during the Contract Period. The total Contract Rates shall include:

(a) All transport, lifting, packing, freight, handling, delivery, insurance, taxes, royalties, duties, etc., where applicable;
(b) All ancillary cables, plugs, power adapters, all wiring at site, operating and maintenance manuals and such other parts, components or items which are necessary for the normal and efficient use of the Equipment;
(c) All site evaluation and preparation as specified in the Contract;
(d) Making good and/or replacement of any damaged building structures, etc., damaged during the delivery or use and any obvious work to which express reference has not been made;
(e) Documentation as specified in this Contract;
(f) All training as specified in this Contract
(g) Testing and commissioning as specified in this Contract;
(h) Warranties as specified in this Contract; and
(i) Provision of all Services under this Contract.

2.2 Ownership

The Equipment shall at all times be and remain the property of the Contractor and the Institution shall have no right, title or interest therein otherwise than as Institution.

2.3 Use of Equipment

2.3.1. The Institution shall use the Equipment in a careful and proper manner and shall comply and conform to the Contractor's manual for the Equipment.

2.3.2. Institution will, at its expense, keep the Equipment free and clear from any liens or encumbrances of any kind.

3 DELIVERY

3.1 Time of the Essence

Time of delivery is of the essence in this Contract. The Contractor shall deliver, install, and commission the Equipment to the Institution in accordance with a delivery schedule specified in the relevant Transaction Schedule.

3.2 Varying Delivery Date

The Institution reserves the right, at its discretion, to vary the delivery date and/or commissioning of Equipment at no cost to the Institution provided that the delivery date and/or commissioning of Services may be brought forward ahead of schedule only upon the mutual agreement of both the Institution and the Contractor.

3.3 Scope of Delivery

The delivery and installation of the Equipment encompasses transporting the Equipment from outside to the Sites (hereinafter called "the route") where the Equipment are to be installed. The scope of work of delivery includes all work necessary for delivery as specified in the

Requirement Specifications. Failure to fulfill any of the scope of delivery shall be construed as non-delivery and appropriate action will be taken by the Institution in accordance with **Clause 3.10**.

3.4 Title and Risk

All title and risks of damage to or loss of the Equipment shall be assumed by the Contractor except where loss and damage is a direct consequence of the Institution's negligence or statutory default.

3.5 Evaluation and Preparation of Delivery Site

The Institution and the Contractor shall complete their respective site evaluation and preparation as specified in the Requirement Specifications. The Contractor shall promptly notify the Institution's representative in writing of any deficiency at the site of delivery and installation of the Equipment. The Institution provide the Contractor free access to the Site and to any services or facilities that may be required for purposes of delivery of the Equipment.

3.6 New Technology

All components of the Equipment supplied by the Contractor under this Contract shall be the most advanced model or version in the market at the time this Contract is concluded. In the event the Equipment should become obsolete or cannot be supplied if an Order is issued for it, or if there are new replacements or upgraded/improved models, the Contractor shall propose to the Institution, for the Institution's consideration, a replacement or improved model with no increase in Contract Price, that complies with Requirement Specifications and can be used by the Institution for the purposes of the Contract.

3.7 Installation, Testing and Commissioning

3.7.1 The Contractor warrants that it shall fully acquaint itself with the Institution's structural, electrical and other requirements shall install the Equipment without any additional charge, as directed by the Institution. The installation, testing and commissioning of the Equipment shall be conducted in accordance with the Requirements Specifications and where necessary, in the presence and to the satisfaction of, Personnel designated by and representing the Institution. Where applicable, the Contractor shall conduct all quality control testing necessary to ensure the level of quality in conformance in all respects to the Requirements Specifications.

3.7.2 Delivery of the Equipment must be complete. Where the Equipment needs to be assembled, the Contractor must ensure that the Equipment is assembled on the day of delivery, failing which, the Institution reserves the right to reject the Equipment. Should an Equipment be found incomplete during commissioning, the Contractor must make good the delivery of the short supplied items seven (7) days upon notification by the Institution.

3.7.3 The Contractor shall obtain a receipt from the Institution for every delivery of the Equipment PROVIDED that the issue of such receipt shall not be any representation on the part of the Institution of complete delivery or of delivery in accordance with this Contract or delivery in good order and condition shall not relieve the Contractor from his responsibility to make good the delivery of short supplied items, to replace defective, discrepant or damaged Equipment.

3.7.4 Contractor shall test the Equipment in Singapore and satisfy himself that they are safe, functional and perform in accordance with the manufacturer's specifications before delivery of the Equipment to the Institution. Such pre-delivery test results shall remain within relevant International Electro-technical Commission ("IEC") standards and manufacturer's technical and safety specifications and shall be documented and submitted to the Institution together with the delivery of the Equipment.

3.8 System Interface and Integration

(a) Where applicable, the Contractor agrees, therefore, to co-operate with and work alongside such other third party vendors' equipment and systems and their employees, contractors and agents as may be necessary in order to ensure that the Equipment works correctly together with such other equipment and systems. Regardless of the cause of any fault or issues, the Contractor shall, upon reasonable request by the Institution, co-operate with such other third party vendors as may be necessary to remedy any faults or issues with the proper performance of the Equipment or any other equipment or systems that interface with the Equipment.

(b) The Contractor undertakes to comply with the Institution's IT policies and any relevant policies in relation to cybersecurity risks if the Equipment requires connection to the Institution's electronic medical records, any of the Institution's systems and/or connection with the internet. The Contractor will be deemed to have read and understood the Institution's IT policies.

(c) Should any data transmitted or processed in connection with or during the use of the Equipment be either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Institution in respect of any charge levied for its transmission and any other costs charged in connection with such default.

3.9 Acceptance

The Institution shall not be considered to have accepted delivery of, and delivery shall not be deemed to have occurred for, any part of the Equipment until the Equipment conforms with the Specification Requirements after successful testing and commissioning of the Equipment and the Institution or its appointed representative has actually inspected the Equipment and ascertained that they appear to comply with the Requirements Specifications and notifies the Contractor of the same in writing.

3.10 Rejection

(a) If the Contractor fails to deliver the Equipment in accordance with the Requirement Specifications and the terms of this Contract, the Institution shall be entitled to reject the Equipment, without prejudice to its accrued rights against the Contractor for failure of or late delivery to obtain such Equipment from other sources. All additional costs in obtaining such Equipment from such alternative sources, including the Institution's administrative costs, any positive price differential for the Equipment or such generic substitute or alternatives thereto accepted by the Institution, shall be borne by the Contractor.

(b) In the event that part or all of the Equipment is rejected by the Institution, the Contractor shall, within two (2) working days of notification of rejection from the Institution, collect the Equipment from the Institution, failing which the Institution may dispose of such rejected Equipment as it sees fit, PROVIDED that if the Institution sells such rejected Equipment, the Institution shall not be liable for any losses of the Contractor, and shall account to the Contractor for the net proceeds of such sale after deducting all reasonable expenses incurred in connection with the sale, subject to the right of the Institution to set off any amounts owing by the Contractor to the Institution.

3.11 Documentation

The Equipment's Documentation is considered essential and integral to the Equipment and shall be delivered no later than the date of delivery of the Equipment. The Institution may withhold commencement of any Acceptance Test(s) until it has received such Documentation. The Contractor shall supply at no additional charge service manual update information pertaining to every item supplied for as long as the Equipment manufacturer issues such updates.

4 SERVICES

4.1 General

4.1.1 The Contractor agrees to provide to the Institution the Services related to the lease and maintenance of the Equipment as set out in the Requirement Specifications. The cost of providing the Services is deemed to be included in the Contract Rates. Such Services shall be carried out to the 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.

4.1.2 The Contractor represents and warrants that it has the requisite manpower/Personnel, equipment, materials, skills and expertise, for the satisfactory provision of the Services in accordance with this Contract, and acknowledges that the Institution relies upon this representation and warranty.

4.2 Training

The Contractor shall provide Service/Operator's training to the Institution's nominated Personnel at no additional cost. The Contractor shall provide one training session per equipment installed. The training shall be conducted in the English Language by the Contractor's qualified instructor(s).

4.3 Maintenance and Repair of Equipment

4.3.1 The Contractor shall ensure that the comprehensive maintenance of the Equipment is carried out in accordance with the manufacturer's specifications as specified in **Schedule 4**. Preventive maintenance will be carried out on the agreed dates and times specified in relevant Transaction Schedule. The Contractor shall provide monthly reports on the comprehensive maintenance carried out on the Equipment as specified in the relevant Transaction Schedule.

4.3.2 The Contractor shall, at its own cost and expense, keep the Equipment in good repair and working order and shall promptly repair any damaged item of Equipment and furnish and, or replace any and all spare part(s), mechanisms and devices required during the term within the response times specified in **Schedule 4**.

4.3.3 The Contractor shall provide direct support at the Sites. All Transaction Schedules are signed directly with Contractor and Institution and no other third party finance company is required.

4.3.4 The Contractor will provide free upgrades of the current proposed models of the Equipment should newer models be launched within the first year of the date of the relevant Transaction Schedule Contract.

4.4 Relocation of Equipment

Upon prior written notice, Institution may require Contractor to remove and relocate Equipment to any location within Singapore. Unless otherwise specified in the Requirement Specifications and/or Transaction Schedules, the Contractor shall bear all additional costs (including any administrative fees, additional taxes and insurance coverage) of removing and relocating Equipment within the Institution's Sites during the Term of this Contract.

5 CONTRACT RATES

5.1 Rent

5.1.1 In consideration of the Contractor's agreement to lease the Equipment specified in relevant Transaction Schedules, the Institution shall pay to the Contractor the fixed monthly rent ("Rent") specified in the relevant Transaction Schedules in advance on the first day of each month

throughout the term of the Lease at the address specified in Contractor's invoice. Rent for a partial period shall be prorated. Rent shall be due and payable within sixty (60) days following the receipt of the Contractor's invoice.

5.1.2 The Rent shall be inclusive of rental charges, comprehensive maintenance and all consumables as specified in Schedule 2. During the first five years from the Effective Date of the Contract, the Contractor will provide the lease of future Equipment at the same prices specified in this Schedule 2 for the same models or all newer models of equivalent specifications that replace the current proposed models or models that are of equivalent specifications regardless of the number of units.

5.2 Copy Charges

The copy charges ("Copy Charges") for the amount of copies made during the use and operation of the Equipment shall be paid at the fixed rate per copy as specified in Schedule 2 provided that the Institution shall not be obliged to pay the Copy Charges unless the Contractor's invoice is accompanied by the Contractor's monthly meter reading report. Copy Charges shall be due and payable within sixty (60) days of receipt of the Contractor's invoice.

5.3 Mode of Payment

Rent and Copy Charges made by the Institution to the Contractor may be effected by way of GIRO, cheque, banker's draft, cashier's order or such other means as the Institution may notify the Contractor in writing from time to time. Where payment of any amount by the Institution is made by GIRO, the amount shall be deemed to be paid to the Contractor when such amount has been deducted from the relevant GIRO account of the Institution.

5.4 Goods and Services Tax

The Contract Rates specified in **Schedule 2** exclude GST payable on the Rent and Copy Charges which shall be borne by the Institution. Any withholding tax and other tax would be borne by the Contractor.

5.5 Right of Set Off

In making payment the Institution shall have the right to set off against any amounts which may be owing to the Institution from the Contractor.

6 REPRESENTATIONS AND WARRANTIES

6.1 Contractor's Representations and Warranties

The Contractor represents and warrants to the Institution and acknowledges that the Institution is replying thereon as follows:

(a) All Equipment shall be new and unused (i.e. not second-hand, re-conditioned, refurbished, or used items) and shall conform in all respects with the Requirement Specifications and with related Documentation, unless agreed to in writing by the Parties.

(b) Equipment shall operate in accordance with the relevant manufacturer's and technical specifications with the International Electro-technical Commission ("IEC") standards and shall be documented and submitted to the Institution together with the delivery of the Equipment.

(c) Equipment and/or parts thereof shall conform to all relevant, Singapore laws, International Standards and Code of Practice currently in force.

(d) Equipment shall perform in compliance with the specifications contained in the Operating Instructions/Manual.

(e) Contractor will not disturb Institution's quiet and peaceful possession and unrestricted use of the Equipment provided that Institution is not in breach.

(f) Contractor's employees, agents have the necessary skill, expertise and experience.

(g) Contractor's Services will be performed in a workmanlike and professional manner.

(h) Services will be free of defects in material and workmanship.

(i) Equipment or any part thereof do not and will not infringe the intellectual property rights of any person and where applicable, a worldwide, perpetual, non-exclusive licence to use, all intellectual property owned by or licensed to the Contractor that are necessary for the use of the Equipment has been obtained for and granted to the Institution, free of any additional charge.

(j) The Contractor guarantees, on completion of the installation of the Equipment, that the Equipment is free from any defects and is completely safe for use and operation as specified in **Schedule 1**.

(k) The Contractor 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.

(l) All representations, warranties, confirmations, and statements set out in the Proposal/quotation and in this Contract shall remain true and accurate in their entirety during the Contract Period.

(m) The execution of the Contract and delivery of the Equipment 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.

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

For the avoidance of doubt, the Contractor shall be liable to compensate the Institution for any non-compliance with this **Clause 6.1**.

6.2 Replacement Equipment

If, in the reasonable opinion of the Institution, the Contractor is unable to carry out the repairs and/or replacement of any parts, or is unlikely to be able to restore the Equipment to satisfactory working condition, or if such repair and/or replacement will take an unacceptably long period of time, the Contractor shall deliver to the Institution a new replacement for the Equipment and parts thereof free of charge within one (1) week from the date of notification or some later period as instructed by the Institution to the Contractor.

6.3 Withdrawn Equipment

If at any time during the Contract Period, the Equipment is determined to be hazardous to health and/or withdrawn from supply (voluntarily or otherwise) and/or brought under investigation in any jurisdiction("**Withdrawn Equipment**"), whether by the World Health Organisation, the Ministry of Health, the Health Sciences Authority or any international drug or health authority, the Institution may cancel the lease of any Withdrawn Equipment without being thereby liable for any costs or to compensate the Contractor. The Contractor shall at its own expense, collect and remove all Withdrawn Equipment from the Institution's Premises and provide the Institution with a full refund of the any Rent paid in advance.

6.4 Removal of Data Before Disposal of Equipment

The Contractor warrants to the Institution and acknowledges that the Institution is relying on the Contractor to ensure that upon expiry or earlier termination of the Contract Period, before any removal of Equipment is carried out, the Contractor shall delete, destroy and remove all data and/or Personal Data stored within the Equipment software.

7 LIQUIDATED DAMAGES AND INDEMNITY

7.1 Liquidated Damages

7.1.1 Without prejudice to the Institution's rights under **Clause 3.10** above, but in the event of the Institution accepting late delivery, installation and/or commissioning of the Equipment from the Contractor, the Institution reserves the right to require the Contractor to pay or to deduct from the Rent and or Copy Charges that are due and payable and/or Security Deposit/Bankers' Guarantee ("Monies") liquidated damages (and not as a penalty), a sum to be calculated at the rate of one-half per cent (1/2%) of the Monies for the late delivery, installation and/or commissioning of the Equipment or one-half per cent (1/2%) of the cost of the Equipment if any parts or components, relating to the Equipment are subject to delay, for each day which may elapse between the date of delivery, installation and/or commissioning and the actual delivery, installation and/or commissioning date, up to a maximum of ten per cent (10%) of the Monies for the delay of the Equipment or a maximum of ten per cent (10%) of the Equipment price for the delay of any parts or components.

7.1.2 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 late delivery, 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 before the late delivery was effected.

7.1.3 Notwithstanding **Clause 7.1.1**, if the Institution determines in its sole and absolute discretion that there is significant delay in the delivery, installation and/or commissioning of the Equipment by the Contractor and the delay is not due to a Force Majeure Event stated in **Clause 9.4**, 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.

7.2 Indemnity

7.2.1 The Contractor shall indemnify, defend and hold harmless the Institution, its employees, officers, professionals, departments, patients, visitors, contractors, and agents, against all or any liability, loss, claims, proceedings, actions, damages, costs, expenses (including court costs and fees of solicitors) on a full indemnity basis in respect of damage to any property or loss or corruption of data or personal injury to any person or death of any person, which may occur or arise due to the:

(a) use or operation of the Equipment, or any part or unit thereof;
(b) faulty workmanship or the use of sub-standard materials in the manufacture of the Equipment, or any part or unit thereof;
(c) defective design of the Equipment;
(d) malfunction of the Equipment; or
(e) breach, acts, omissions or negligence of the Contractor, its employees, contractors or agents during the performance of the Contract.

7.2.2 The Contractor shall indemnify, defend and hold harmless the Institution against all or any liability, loss, claims, proceedings, actions, damages, costs, expenses (including court costs and fees of solicitors) on a full indemnity basis, which may arise out of, or in consequence of:

(a) the supply, installation and/or commissioning of the Equipment;
(b) the late or purported supply, installation and/or commissioning of the Equipment;
(c) the performance or non-performance by the Contractor of its obligations under the Contract;
(d) infringement of third party's intellectual property rights;
(e) fraud or fraudulent misrepresentation;
(f) financial loss arising from any advice given or omitted to be given by the Contractor;
(g) criminal acts of the Contractor, its employees, servants and agents; or
(h) any other breach, loss or damage which is caused directly or indirectly by any act, omission or negligence of the Contractor, its employees, servants and agents.

7.2.3 The Contractor shall indemnify the Institution, and the Institution's servants, agents, employees, officers and departments against any claims by any workmen, employee or agent or subcontractor or any workmen, employee or agent of such sub-contractor 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 for any costs, charges or expenses incurred in respect thereof.

7.2.4 The Contractor shall not enter into any settlement, agreement, arrangement or compromise that would have a material or adverse effect on the Institution without the Institution's prior written consent.

8 TERM AND TERMINATION

8.1 Contract Period & Extension

This Contract shall take effect from Effective Date and shall continue in force until the expiry of all the Transaction Schedules provided that the expiry date of the Transaction Schedule shall not exceed the Expiry Date or the prior termination under **Clause 8.4** hereof whichever is earlier PROVIDED ALWAYS that the Contractor shall extend the Expiry Date of all or any of the Transaction Schedules on a month-to-month basis for up to six months at the same Rent and Copy Charges upon written request of the Institution.

8.2 Transaction Schedule

Each Transaction Schedule shall be for a period of Five (5) years from the Execution Date thereof or as may be specified in the Transaction Schedule and agreed by both parties in writing or where no such period is specified.

8.3 Surrender

Unless specified otherwise in the Specification Requirements and upon the expiration or earlier termination of this Contract, the Institution shall return and the Contractor shall remove the Equipment from the Institution's Sites at the Contractor's full cost and expense.

8.4 Termination

8.4.1 The Institution may, without prejudice to any other rights it may have, by written notice terminate this Contract immediately and without liability of the Institution for compensation or damages if:

(a) the Contractor delivers any Equipment and/or provides Service which are defective and unsafe for use or does not conform with the Institution's user requirements or which Services are inadequate and fails to rectify such defect, non-conformity or inadequacy within thirty (30) days after being given notice by the Institution to do so;

(a) the Contractor fails to comply in any material respects with this Contract and shall fail to remedy such breach (if capable of remedy) within thirty (30) days after being given notice by the Institution to do so; and
(b) any circumstances arise which give reasonable grounds in the Institution's opinion for its belief that the Contractor has or may become incapable of performing any of its obligations under this Contract.

8.4.2 In the event of termination under **Clause 8.4.1**, the Contractor shall refund and repay to the Institution any advance payment received from the Institution without prejudice to the Institution's right to claim compensation for increased costs in leasing or obtaining the Equipment and/or Services from other sources, and for any loss, expense or damage suffered or incurred by the Institution.

8.4.3 The Contractor may terminate this Contract by giving notice in writing if the Institution is in breach of any of the terms and conditions of this Contract and such breach remains unremedied for thirty (30) days following notice by the Contractor specifying such breach. The Contractor may also terminate this Contract immediately upon the occurrence of any of the following:-

(a) any proceeding is commenced or an order is made or a resolution is passed for the dissolution, or winding up of the Institution or for the appointment of a liquidator, receiver, judicial manager, administrator, trustee or similar officer of the Institution or any part or all of its assets or business;
(b) the Institution stops or suspends Rental payments to or enters into any composition with creditors, or is unable, or admits its inability, to pay its debts, or shall transfer or otherwise dispose of any material part of its assets or undertaking;
(c) the Institution abandons any of the Equipment; or
(d) if distress or execution is levied or threatened against the Institution and/or the Equipment.

8.4.4 In the event of termination under **Clause 8.4.3**, the Institution shall:-

(a) pay the Contractor the total Rent in arrears at the time of termination, all costs and expenses incurred by the Contractor in relation to the repossession of the Equipment and all Rent due under this Contract for the balance unexpired period of the Term; and
(b) return immediately the Equipment.

8.4.5 Commencing upon notice to the Contractor of expiration or termination of this Contract by the Institution and continuing through the effective date of expiration or termination, the Contractor will provide to the Institution reasonable termination assistance requested by the Institution to allow the use of Equipment and/or Services without interruption or adverse effect and to facilitate the orderly transfer of the subject matter of this Contract as desired by the Institution. If requested by the Institution, the Contractor will reasonably cooperate with a third (3rd) party contractor in connection with the preparation and implementation of a transition plan by such third (3rd) party or the Institution upon the termination or expiration of this Contract.

9 GENERAL

9.1 Insurance

9.1.1 The Contractor shall maintain all necessary insurance policies at its own expense with a reputable insurance company, with adequate level of cover in respect of the risks arising out of the Contractor's performance of its obligations under this Contract and from all liabilities arising under this Contract. Such insurance shall include public liability insurance.

9.1.2 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 liabilities under this Contract.

9.2 **Security Deposit / Banker's Guarantee**

9.2.1 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, such form to be determined at the Institution's sole and absolute discretion, equivalent to ten percent (10%) of the Contract Price ("Security Deposit").

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

9.2.3 In the event that the Security Deposit provided for in Clause 9.2.1 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.

9.2.4 If, at any time, by virtue of the deduction by the Institution in accordance with Clause 9.2.2, the Security Deposit falls below the amount stipulated in Clause 9.2.1, 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 to the Institution for the same.

9.2.5 The Security Deposit shall be refunded without interest to the Contractor with the remaining value following any payments or deduction made pursuant to Clause 9.2.2, and upon the Contractor's compliance with any other relevant clauses of this Contract, and after the Contract expires or has been terminated**.**

9.3 Deed of Guarantee and Indemnity from Contractor's Parent Company

9.3.1 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.

9.3.2 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(s) 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.

9.4 Audit

9.3.1 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 Equipment. 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.

9.3.2 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.

9.5 Force Majeure

9.4.1 Neither Party shall be liable for any failure or delay to comply with their 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.

9.4.2 The Notifying Party shall, subject to their 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.

9.4.3 If such Force Majeure Event persists for more than six (6) weeks, the Institution may terminate this Contract by serving a one (1) weeks' 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.

9.4.4 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.

9.6 Notices

9.5.1 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 cover letter of the RFP	If to Contractor: Address as stated in the Proposal

9.5.2 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.

9.5.3 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.

9.7 Governing Law

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

9.8 Dispute Resolution

9.7.1 In the event of any dispute between the Parties in connection with this Contract, any Party may request in writing to the other Party to meet within fourteen (14) days to resolve the dispute, within thirty (30) days of the first meeting or such other time as may be agreed between the Parties, in good faith without recourse to legal proceedings.

9.7.2 If the dispute, claim, question, disagreement or difference is not settled in accordance with **Clause 9.7.1** 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 shall be deemed a breach of Contract.

9.7.3 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.

9.7.4 For the avoidance of doubt, it is agreed that nothing in this Clause 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.

9.7.5 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.

9.7.6 Parties shall keep the dispute resolution proceedings and all information, documents, evidence and all matters relating thereto confidential in accordance with **Clause 9.12**.

9.9 Statutory Obligations, Compliance with Law

9.8.1 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.

9.8.2 Where the Contractor receives any personal data (as defined by the Personal Data Protection Act (Cap 26 of 2012) ("PDPA") from the Institution, it shall ensure that it fully complies with the provisions of the PDPA and only deals with the 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.

9.8.3 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.

9.8.4 The Contractor undertakes that all employees, servants or subcontractors (or agents of the subcontractors) of the Contractor (if any) shall, in performing their duties in relation to the Contract (whether on the Institution's premises 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.

9.10 Amendments

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

9.9.2 Without prejudice to the generality of **Clause 9.10.1**, the Contractor shall not supply any upgraded or improved models or variants in substitution of the Equipment, or vary the Contract Rates, without the prior agreement in writing of the Institution.

9.11 No Sub-Contracting and Assignment

9.10.1 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.

9.10.2 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.

9.12 Independent Contractor / No Partnership

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.

9.13 Confidentiality

9.12.1 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 ("**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.

9.12.2 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; and

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

9.12.3 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.

9.12.4 The Contractor's confidentiality obligations under this Clause 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.

9.12.5 A reference to the Institution in this Clause 9.12 includes a reference to the Institution's Affiliates.

9.12.6 The contents of this Contract may be shared by the Institution with any of its Affiliates and their internal or external professional advisors and auditors, and with any regulatory bodies and government agencies.

9.14 Use of Name

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.

9.15 Severance

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

9.16 Survival

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.

9.17 Waiver

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.

9.18 Reliance

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 Equipment to be provided.

9.19 Reasonableness

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.

9.20 Language

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

9.21 Entire Agreement & Counterparts

9.20.1 This Contract may be executed in one (1) or more counterparts by the duly authorised 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.

9.20.2 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.

9.22 Paramount Obligation

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

9.23 Miscellaneous

9.22.1 The Contractor acknowledges and agrees that whilst the Institution is the contracting party to this Contract, the Equipment may be delivered to or enjoyed by or performed for the benefit of the Institution's Affiliates. Whilst the Institution's Affiliates may place their request for Equipment directly with the Contractor and the Contractor shall deliver the Equipment as though such request was made by the Institution, no Institution's Affiliate shall have the power or authority to modify or change any aspect of this Contract.

9.22.2 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 Equipment, the Contractor agrees that it will negotiate with such Affiliates in good faith, and that it would charge such prices that are no higher than the Contract Rates.

SCHEDULE 1

REQUIREMENT SPECIFICATIONS & RELATED SERVICES

[This annex will set out the Requirement Specifications for the lease of Equipment and Related Services (where applicable). 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

MONTHLY RENTAL RATES & METER READING CHARGES

[This annex will set out the monthly rental rates & meter reading charges (for copiers), if relevant]

SCHEDULE 3

TRANSACTION SCHEDULE [SPECIMEN]

The provisions set out in the Lease and Maintenance Contract entered into on [date] ("Contract') between [NAME OF INSTITUTION]("Institution") and [NAME OF CONTRACTOR] (Contractor) respectively are incorporated, mutatis mutandis, in this Transaction Schedule and shall form a part of this Transaction Schedule.

Transaction Schedule Effective Date:	
Transaction Schedule Expiry Date:	
Reference No:	
Site:	

A. Equipment & Rental Rates Per Unit

[please specify]

B. Installation & Delivery Schedule*:*

[please specify]

C. Preventive Maintenance Schedule: [please append below]

D. Contact Details:

1. Institution Contact Details

1.1 Contact Person :

1.2 Contact Number :

2. Service Details

2.2 Breakdown Calls: : Unlimited breakdown calls, unless otherwise limited in Attachment A to this Transaction Schedule.

2.3 Provisional Equipment :

3 Service Contact details (Contractor) :

3.1 Contact Person (Office Hours) :

3.2 Telephone Number (Office Hours) :

3.3 Mobile Phone Number (Office Hours) :

3.4 Fax Number :

3.5 24-hour Hotline Numbers :

For and on behalf of
[NAME OF INSTITUTION**]**

_____	_____
Signed by	Witnessed by
Name:	Name:
Designation :	Designation :
_____	_____
Date :	Date :

For and on behalf of
[NAME OF CONTRACTOR]

_____	
Signed by	_____
Name:	Witnessed by
Designation :	Name:
	Designation :
_____	
Date :	_____
	Date :

SCHEDULE 4

MAINTENANCE

A. PREVENTINE MAINTENANCE:

[please specify]

B. CORRECTIVE MAINTENANCE:

[Please specify]