SECTION 2

GENERAL TERMS AND CONDITIONS

FOR THE

PURCHASE OF EQUIPMENT

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1. INTERPRETATION

1.1. Definitions

In this Contract, unless the context otherwise requires:

(a) "**Affiliate**" (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 9.4.1**;

(c) "**Confidential Information**" has the meaning ascribed to it in **Clause 9.13**;

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

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

(g) "**Contract Price**" means the total awarded contract value (exclusive of GST) payable to the Contractor for the supply of the Equipment to the Institution as stated in the Letter of Award and specified in **Schedule 2**;

(h) "**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 3.10** herein and from time to time as such materials are developed or updated;

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

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

(k) "**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;

(l) "**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;

(m) "**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;

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

(o) "**Hardware**" means all the machinery, computer hardware, storage devices, other peripherals and ancillary equipment together with all the cabling represented by the Contractor as being capable of meeting or exceeding the requirements required for the Equipment to operate efficiently;

(p) "**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;

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

(r) "**Intellectual Property Rights**" includes but is not limited to any patent, copyright, design right, trade mark, service mark, trade dress, 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;

(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) "**Licensees**" has the meaning ascribed to it in **Clause 4.6**;

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

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

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

(x) "**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;

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

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

(aa) "**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 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;

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

(cc) "**Security Deposit**" has the meaning ascribed to it in **Clause 9.2**;

(dd) "**Services**" means all services (including IT Services for integration with the Institution's systems, where applicable) related to the supply 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;

(ee) "**Software**" means any computer programmes, applications, or codes which may be ancillary or supplementary to, or necessary for the efficient operation of the Equipment to be supplied to the Institution by the Contractor under this Contract, including, without limitation, the software listed in the Requirement Specifications, together with the

legitimate licenses granted by the owners of the Intellectual Property Rights; and the media in which the programmes, applications, or codes are stored, together with the accompanying Documentation relating to the installation, maintenance and usage of the same;

(ff) "**Warranty Period**" has the meaning ascribed to it in **Clause 6.2**.

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. PURCHASE AND INSTALLATION of EQUIPMENT

2.1. Contract Price.

Subject to the terms of this Contract, the Institution hereby orders and purchases from the Contractor, and the Contractor agrees to sell and provide to the Institution, the Equipment, the Software licence to the Equipment (where applicable) and related Services for the total Contract Price, exclusive of all GST. The Contract Price shall be payable as set forth in **Clause 5** (Prices and Payment) and shall not be subject to change during the Contract Period. The total Contract Price 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;
(i) Provision of all Services under this Contract; and
(j) Cost of all Equipment and Software required under this Contract (including all licence fees payable in respect thereof).

3. DELIVERY

3.1. Time of the Essence

Time of delivery, installation and implementation are of the essence in this Contract. The Contractor shall carry out and complete the supply, installation, integration, testing and commissioning of the Equipment in accordance with the Requirement Specifications and/or Contract.

3.2. Varying Delivery Date

The Institution reserves the right, at its discretion, to vary the delivery date and/or commissioning of the Equipment at no cost to the Institution provided that the delivery date and/or commissioning of the Equipment 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 Company in accordance with **Clause 3.12**.

3.4. Title and Risk

The Contractor represents and warrants to the Institution that full legal and beneficial title to the Equipment shall pass from the Contractor to the Institution upon commissioning and acceptance of the Equipment in accordance with **Clauses 3.9 and 3.11**, free of any form of encumbrance. Risk of loss or damage in respect of the Equipment shall not pass until the Equipment have been commissioned and accepted by the Institution in accordance with **Clauses 3.9 and 3.11**.

3.5. Export and Import Licenses

The Contractor shall obtain at its own risk and expense, all export and import licenses and other official authorisation or other documents which may be necessary for the delivery of the Equipment to the Institution, and shall carry out, where applicable, all customs formalities

necessary for the export of the Equipment for transit through any country and for import and delivery to the Institution.

3.6. Markings and Packaging of Equipment

Without prejudice to the generality of the foregoing, the Equipment shall be marked in accordance with the instructions of the Institution and all applicable legal and regulatory requirements, and shall be properly packed, secured and secured so as to allow for efficient and convenient transportation without any detriment to their condition.

3.7. 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.

3.8. 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.

3.9. Installation, Testing and Commissioning

3.9.1 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.

3.9.2 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.

3.9.3 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.

3.9.4 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.

3.10. 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 Company, 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.

3.11. 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.

3.12. 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.

3.13. Warranty

The Contractor agrees that the warranty for the Equipment shall come into effect on the date of the Acceptance as defined in **Clause 3.11** herein or the date of first successful use where there is no Acceptance Test. For greater certainty, the conduct of any Acceptance Test(s) shall in

no way affect the Purchaser's right to avail itself of any remedy to which the Institution may be entitled at law or in equity in respect of defective or non-conforming Equipment.

3.14. 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

(a) The Contractor agrees to provide to the Institution the Services related to the supply, installation, testing, commission, 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 Price. 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.

(b) 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

(A) The Contractor shall provide all necessary training to the Institution's nominated Personnel during the Contract Period at no cost. The training shall be conducted in the English language by the Contractor's qualified instructor(s) and shall be provided to such a level that the Institution's nominated Personnel shall be able to (a) apply or handle; and (b) install, repair, calibrate, maintain or overhaul; all models of the Equipment purchased from the Contractor. The Contractor include any other training related to the Equipment as requested by the Institution from time to time. The details of the training shall be specified in Requirement Specifications of the Contract.

(b) If a particular mode or means of containment is required for the storage of the Equipment, the Contractor shall at its own expense provide the Institution with such instructions and training as may be necessary for the Equipment to be properly stored in full compliance with all legal, regulatory and safety requirements and/or all relevant industry standards as well as all changes to the legal, regulatory or safety requirements and/or industry standards that might occur from time to time.

4.3. Service Support/Replacement Parts

The Contractor shall:

(a) Warrant and ensure that the spare parts and consumables for the Equipment will be available for the entire Warranty Period **and** thereafter for a period of at least seven (7) years from the date of last production of the Equipment (which for the avoidance of doubt should be after the Warranty Period) unless specified otherwise in the Specification Requirements. If these become unavailable as a result of equipment obsolescence and/or for safety reasons, the Contractor undertakes to provide economically and functionally viable alternatives.

(b) The cost of any spare parts and consumables (including but not limited to any consumables such as preventive maintenance kits e.g. filters, batteries) supplied and/or used in the course of any repairs performed on the Equipment during the Warranty Period, shall be deemed to be included in the Contract Price.

(c) Provide full access to telephone technical support, at no charge to the Institution, provided that the Equipment remains in use by the Institution.

4.4. Maintenance

4.4.1 Preventative and Remedial Maintenance

Upon commissioning and acceptance of the equipment, the Contractor shall provide preventative and remedial maintenance services during the Warranty Period as specified in Specification Requirements.

4.4.2 Software Maintenance

The Contractor shall provide the Institution with the necessary software maintenance to ensure the optimum operation of the Equipment and any interfaces related to the Equipment and/or Systems. Such software maintenance shall include:

(a) latest patch releases of the Equipment software to correct reported problems.
(b) maintenance releases,
(c) upgrades to system base software in new major releases and
(d) other software updates which may be made generally available by the Contractor from time to time.

Software maintenance releases will be made available via CD media or remote download, as appropriate.

4.4.3 Preventative Maintenance Post-Warranty

Upon expiry of the Warranty Period, the Institution may, at its option, enter into a five (5) year maintenance agreement with the Contractor at the agreed prices for further support (including repair and/or replacement of the Equipment and the provision of spare parts) for the Equipment as the Parties may agree upon. The terms of any such extended maintenance agreement shall be commercially reasonable.

4.4.4 Response Time to Malfunctions

The Contractor's response to Equipment malfunctions shall be by telephone and/or on-site if the malfunction cannot be resolved over the telephone within the time specified in Requirement Specifications. In the event that a malfunction cannot be resolved within two (2) days of the initial telephone call and/or notification, the Contractor shall, if required by the Institution, provide a new replacement for the Equipment as provided in **Clause 6.3** or provide a temporary replacement Equipment until a new replacement is available pursuant to **Clause 6.4** herein. During the Warranty Period, no charge shall be imposed by the Contractor for the services described in this provision.

4.5. Service Report

The Contractor shall submit to the Institution a detailed service report for any service work performed on the Equipment. Such service report shall include the problem(s) identified, parts serviced or replaced, materials used, and any costs associated with the service. The labour and parts costs shall be itemised separately. The Contractor shall notify the Institution of any service visits made on-site.

4.6. Software Licences

The Contractor hereby grants the Institution and its Affiliates (the "**Licensees**") a non-exclusive, non-transferable (except as otherwise permitted herein), perpetual, fully paid-up, right and license to use the Equipment's Software and all related documentation for the Licensees' internal purposes. The Licensees may make copies of the licensed Software as necessary to install and run it and for back-up purposes. Licensees may copy documentation insofar as reasonably necessary in connection with the Licensees' authorised internal use of the licensed Software.

5. PAYMENT

5.1. Payment of Contract Price

Unless otherwise agreed between the Parties, the Institution shall, within sixty (60) days of the successful commissioning of the Equipment thereof, and upon the presentation by the Contractor of the commercial invoice(s), delivery note(s) and such other documents as may be required by the Institution, pay the Contract Price for the delivery of the Equipment, PROVIDED that such payment shall not affect the Institution's right to reject any of the Equipment for non-compliance with this Contract, as the case may be, or to obtain Equipment from an alternative source in accordance with **Clause 3.12**, or the Contractor's responsibility to replace defective or damaged Equipment on an immediate basis which shall be without prejudice to the Institution's accrued rights as against the Contractor.

5.2. Mode of Payment

Payments 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.

5.3. Goods and Services Tax

The Contract Price specified in **Schedule 2** exclude GST payable on the supply of the Equipment, and related Services. The Institution shall upon making payment of any part of the Contract Price, make payment in respect of GST payable thereon. Any withholding tax and other tax would be borne by the Contractor.

5.4. Right of Set Off

In making payment the Institution shall have the right to set off against the Contract Price 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) All Equipment shall in all respects (including the design, manufacture, processing, storage and testing thereof) comply with all legal, regulatory and health and safety

requirements, and will meet all relevant industry standards, including standards applicable to the Equipment.

(c) Contractor and Equipment shall have received all applicable licences, consents, permits, authorisations and approvals as may be necessary including all and any government authorization or certification and/or export and import licences (and renewals of the same) as may be necessary for the supply and delivery of the Equipment from time to time. In the event of a change in legal or regulatory requirements during the course of the supply of the Equipment under the Contract, the Contractor undertakes to take all necessary actions for complying with any such change, at its own expense.

(d) Where the Equipment fall under Health Science Authority ("HSA") risk classification C and D, they must be registered and approved by HSA under the Health Products Act (Chapter 122D) and the Health Products (Medical Devices) Regulations 2010. The Vendor shall not supply Equipment that are not registered and approved by HSA except upon the Institution's written consent or request and at the Contractor's sole cost and expense. Provided always the Contractor shall diligently continue to apply to obtain the HSA registration and approval for the Equipment and shall inform the Institution once the said registration and approved has been obtained.

(e) The installation, testing and commissioning of the Equipment shall be free from all defects, patent or latent; and (where applicable) fully integrated and efficiently operable in combination with other equipment and systems used by the Institution.

(f) All Equipment shall be free from all defects, patent or latent, and fit not only for the purposes for which they may generally be expected to be used for, but also for all relevant purposes notified (whether in writing or orally) to the Contractor and shall meet the standard of satisfactory quality, as the same is provided in the Sale of Goods Act (Cap. 393). The Contractor hereby also acknowledges that it is fully aware of the purpose for which the Equipment is intended.

(g) All Equipment or any part thereof do not and will not infringe the intellectual property rights of any person and the Contractor shall, 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 provision/use of the Equipment has been obtained for and granted to the Institution, free of any additional charge.

(h) The Documentation provided by the Contractor hereunder will faithfully and accurately reflect the functionality of the Equipment and meets the Specification Requirements and applicable standards as specified in **Schedule 1**.

(i) Where applicable, all parts of the Equipment 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 Equipment or any other of the Institution's systems.

(j) 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;

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

(l) 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.

(m) 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. Equipment Warranty

The Contractor represents and warrants to the Institution and acknowledges that the Institution is relying thereon that upon delivery and for a minimum of twenty-four (24) months, or such other period the Institution may require in respect of the Equipment delivered to it as specified in the Requirement Specifications, commencing from the date of delivery of the Equipment or where any acceptance test is conducted, from the date the Institution accepted the Equipment as specified in **Clause 3.11** ("**Warranty Period**") the Equipment shall:

(a) conform in all respects with the Requirement Specifications and with related Documentation.
(b) 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) be free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such Equipment is ordinarily used and for any particular purpose made known to the Contractor by the Institution.

If the Equipment fails during the Warranty Period the Contractor shall within two (2) days after notification by the Institution render any necessary repairs to the Equipment on-site, including the replacement of any parts, free of charge.

6.3. 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.

6.4. Temporary Replacement Equipment

If the Contractor is unable to replace the Equipment within the stipulated time period under **Clause 6.3**, the Contractor shall procure free of charge a suitable and satisfactory temporary replacement ("Loaner Equipment") for the Equipment within three (3) days of notification by the Institution or some later time as instructed by Institution, which shall be at the disposal of the Institution until a permanent replacement of the Equipment is delivered to the Institution.

6.5. 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 purchase 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. If the Equipment is withdrawn during the Warranty Period, the Contractor shall provide the Institution with a full refund of the Contract Price.

6.6. 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 before any and all temporary replacement or new replacement or withdrawal or disposal 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 3.12** 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 Contract Price liquidated damages (and not as a penalty), a sum to be calculated at the rate of one-half per cent (1/2%) of the Contract Price 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 Contract Price 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 8.5**, 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;
(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

This Contract shall commence on the Effective Date and shall continue for the period specified in the Letter of Award unless terminated prematurely or renewed/extended in accordance with the terms of the Contract whichever is the earlier ("**Contract Period**").

8.2. Further Purchases at Fixed Prices

Where applicable, the Institution may for a period specified in the Letter of Award, whether by itself or through any of its Affiliates, issue Orders to the Contractor for the further purchases of Equipment at the fixed prices agreed under this Contract. Each Order shall constitute an agreement of sale by the Contractor and purchase by the Institution subject to the terms and conditions of this Contract.

8.3. Extension

Where applicable, the Institution may, at its option, extend the Contract Period for a further period, on the same terms of this Contract, by serving written notice of the same on the Contractor before the expiry of the initial Contract Period.

8.4. No Fault Termination / Suspension

8.3.1 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, the Contractor shall:

(a) be entitled to payment for all Equipment 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 Equipment 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.

8.5. Termination by Default

8.4.2 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) the Contractor loses its distributive rights as agent to manufacturers of the Equipment to sell and maintain the Equipment;

(d) there is a delay in the delivery of the Equipment by the Contractor and the delay is not due to a Force Majeure Event;

(e) 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;

(f) the Contractor becomes insolvent;

(g) 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

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

8.4.3 In the event of termination under **Clause 8.4.1** above:

(a) the purchase of any Equipment which have not been delivered in accordance with **Clause 3**, shall be deemed cancelled, and the Contractor shall have no claim whatsoever against the Institution in respect of these undelivered Equipment;

(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 Equipment from other sources; and

8.4.4 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.

9. GENERAL

9.1. Insurance

9.1.1 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; and
(c) product liability;

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

9.1.2 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 Contract, include the Institution and its Affiliates as additional assureds. The provision 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 in relation to this Contract.

9.1.3 The Contractor shall hold employer's liability insurance in respect of claims by any and every workman or employee whether such liability arises from the Work Injury Compensation Act or otherwise and from all costs and expenses incidental or consequential thereto.

9.1.4 All insurances required under this Clause 9.1, 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.

9.1.5 The Contractor shall cause the insurance policies stipulated in this **Clause 9.1** 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.

9.1.6 Upon the Effective Date and upon the renewal of any insurance policy required by **Clause 9.1.1**, the Contractor shall provide to the Institution a copy of any policy taken out by the Contractor in compliance with this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place. 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.

9.1.7 Any policy or policies taken out by the Contractor in compliance with this **Clause 9.1** shall be deposited with the Institution or with such department as the Institution shall determine and the Contractor shall maintain such policy or policies in full force and effect by the payment of all premiums from time to time on the first day on which the same ought to be paid until completion of the Contract and shall, if the Institution so directs, deposit with the Institution the receipts in respect of the payment of such premiums.

9.1.8 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.

9.1.9 Nothing in this Clause 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.

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 as provided in Clause 9.2.2, only 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

9.4.1 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.

9.4.2 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

9.5.1 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.

9.5.2 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.

9.5.3 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.

9.5.4 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

9.6.1 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

9.6.2 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.

9.6.3 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

9.8.1 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.

9.8.2 If the dispute, claim, question, disagreement or difference is not settled in accordance with Clause 9.8.1 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.

9.8.3 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.

9.8.4 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.

9.8.5 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.

9.8.6 Parties shall keep the dispute resolution proceedings and all information, documents, evidence and all matters relating thereto confidential in accordance with **Clause 9.13**.

9.9. Statutory Obligations, Compliance with Law

9.9.1 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.

9.9.2 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.

9.9.3 The Contractor undertakes that all the 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

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

9.10.2 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 Price, without the prior agreement in writing of the Institution.

9.11. No Sub-Contracting and Assignment

9.11.1 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.

9.11.2 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

9.13.1 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.

9.13.2 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.

9.13.3 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.

9.13.4 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.

9.13.5 A reference to the Institution in this **Clause 9.13** includes a reference to the Institution's Affiliates.

9.13.6 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. Personal Data

9.15.1 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.

9.15.2 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.

9.15.3 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 9.15** and the Contractor undertakes, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of this Clause (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.

9.15.4 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 9.15**.

9.15.5 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 9.15** is incorporated into the sub-contractor's contract.

9.15.6 A reference to the Institution in this **Clause 9.15** includes a reference to the Institution's Institution's Affiliates.

9.16. Severance

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

9.17. 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.

9.18. 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.

9.19. 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.

9.20. 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.

9.21. Language

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

9.22. Entire Agreement & Counterparts

9.22.1 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.

9.22.2 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.

9.23. Right of Set-Off

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).

9.24. 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.

9.25. Intellectual Property; Generation of Technical Data

9.25.1 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.

9.25.2 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.

Remedies for infringements of patent rights, IP rights and royalties

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

9.25.4 The Contractor warrants that the Equipment to be supplied to the Institution or any part thereof does not and will not infringe the Intellectual Property Rights of any person. In the event of the Institution (including for this purpose, every employee, officer, contractor or agent of the Institution) being held liable in any way in respect of any claim (whether for damages, account of profits or otherwise) of infringement relating to such Intellectual Property Rights arising out of or referable to the Institution's acceptance, possession, purchase, use or distribution of the Equipment or any part or unit thereof under this Contract, the Contractor shall indemnify the Institution and its employees, officers, contractors or agents against all such claims, suits, liability, damages, costs (including legal fees on a full indemnity basis), charges and expenses in respect thereof.

9.25.5 Without prejudice to the Institution's right to defend a claim alleging such infringement, the Contractor shall, if requested by the Institution, but at the expense of the Contractor, defend such claim. The Contractor shall observe the Institution's directions relating to the defence or negotiation for settlement of the claim.

9.25.6 The Institution shall, if requested but at the Contractor's expense, provide the Contractor with reasonable assistance in conducting the defence of such claim.

9.25.7 In the event of any such infringement, the Contractor shall the Contractor's own expense and in favour of the Institution:

(a) procure for the Institution the right to continue accepting, possessing, purchasing, using or distributing the Equipment; and/or

(b) modify or amend or procure the modification of the Equipment or infringing part thereof so that the same becomes non-infringing without affecting the capacity and performance of the Equipment; and/or

(c) replace the Equipment or infringing part thereof by other Equipment or part thereof of identical capability and performance and of equivalent quality.

PROVIDED ALWAYS that such actions as aforesaid shall not prejudice or affect any right of action or remedy of the Institution against the Contractor.

9.25.8 In the event of any actions being contemplated or instituted for alleged infringement of any Intellectual Property Rights or other statutory or common law rights, the Institution reserves the right to:

(a) cancel immediately the Contract for delivery/supply of the Equipment or parts thereof yet to be delivered/supplied to the Institution; and/or
(b) return the Equipment or parts thereof already delivered; and/or
(c) cancel the Equipment to be provided,

and the Contractor shall compensate the Institution with the Contract Price already paid to the Contractor and the Institution and without prejudice to **Clause 8.4 and Clause 9.25.5**, the Institution reserves the right to purchase the Equipment or parts thereof from other sources without prejudice to all or any of the Institution's rights under this Contract.

9.25.9 Each Party shall do all things necessary (including executing agreement and documents) to give full effect to the provisions of this **Clause 9.25**.

9.26. Miscellaneous

9.26.1 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.

9.26.2 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 Price.

SCHEDULE 1

REQUIREMENT SPECIFICATIONS & RELATED SERVICES

[This annex will set out the Requirement Specifications for the purchase 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

CONTRACT PRICE

[This annex will set out the contract prices for the Equipment and Related Services]