

Quotation Conditions of Contract

Should your Proposal be accepted, the terms and conditions as set out in this Annex B and the terms and conditions in the GeBIZ Terms and Conditions shall govern the Contract between the School and the Contractor.

1. Definitions

1.1 In this Quotation Conditions of Contract, unless the context otherwise requires:

- (a) "School" means The Lady Superior of the Convent of the Holy Infant Jesus in Penang, who is the owner of CHIJ (Katong) Primary, and includes any person authorised by the School to act on its behalf.
- (b) "Contract" includes the School's ITQ Message, the Contractor's Proposal, these Conditions of Contract, the Requirement Specifications, Letter of Acceptance, Order Message or any Orders issued by the School to the Contractor for the supply of the Goods or performance of Services.
- (c) "Contract Rate" means the rate quoted in the Price Proposal Form set out in Annex D of this ITQ, exclusive of GST payable to the Contractor for the full and proper performance by the Contractor of its part of the Contract as determined under the provisions of the Contract and in law.
- (d) "Contractor" means the successful Supplier who has been awarded the Letter of Acceptance by the School.
- (e) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
- (f) "GST" means goods and services tax charged under the GST Act.
- (g) "GST Act" means the Goods and Services Tax Act (Cap. 117A).
- (h) "Services" means the work which the Contractor is required to perform under the Contract.
- (i) "TOL" means a Temporary Occupation License which the School and the Contractor shall enter into pursuant to Clause 16.1, in such form as may be required by the School].

2. Scope of Contract

- 2.1 The Contractor shall carry out, complete the supply of all items of Goods, and perform Services in accordance with the Contract.
- 2.2 The Contract shall remain in force for the Base Period stated in the Requirement Specifications (the "**Initial Contract Period**").
- 2.3 Where the Requirement Specifications provides for an option period, the School shall have the option to extend the Initial Contract Period by such option period, on the same terms and conditions contained in the Contract and on any other terms that may be mutually agreed in writing between the Parties. The School shall exercise such option by giving at least three [3] months' written notice to the Contractor.

3. Delivery

- 3.1 The Contractor shall deliver the Goods and perform the Services by the applicable delivery or performance dates and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the School. The issue of such receipt shall in no way relieve the Contractor from its responsibility for replacing defective or damaged Goods or for rectifying deficient Services under Clause 4 hereof.

4. Payment

- 4.1 Within thirty (30) days upon presentation by the Contractor of its bills in accordance with such means and in such format as specified by the School in the Requirement Specifications for any Goods delivered or Services performed in accordance with Clause 2.1, the School will make payment to the Contractor of the full value of all Goods delivered or Services so performed provided that no payment shall be considered as evidence of the quality of any Goods and Services to which such payments relates nor shall it relieve the Contractor from its responsibilities under Clause 4 hereof.
- 4.2 The Contract Rate is exclusive of any GST chargeable on the supply of Goods or Services to the School by the Contractor under the Contract. If the Contractor is a taxable person under the GST Act, the School shall reimburse the Contractor for any such GST charged on the supply by the Contractor of Goods or Services under the Contract.

5. Rights of Third Parties

- 5.1 A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

6. Sub-Contracting and Assigning

- 6.1 The Contractor shall not sub-contract or assign the Contract without the prior written consent of the School.

7. Suspension or Termination

- 7.1 The School shall, after giving seven (7) days prior written notice to the Contractor, have the right to suspend or terminate the Contract if the School is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension or termination save that the School shall pay the Contractor the price of the Goods delivered, or Services performed and accepted by the School as at the date of written notice of termination or suspension. The School shall have title to such Goods delivered and accepted. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the School to the Contractor by reason of this Clause.

- 7.2 If the Contractor is in breach of any of its contractual obligations under the Contract or any TOL and:

- (a) where the breach is capable of remedy, the Contractor does not remedy the breach within seven (7) days of being served with a written notice from the School to do so; or
- (b) the breach is, in the opinion of the School, not capable of being remedied within a reasonable time,

The School shall have the right (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages) to terminate the Contract with immediate effect by written notice.

- 7.3 If any of the following events occur, the School shall be entitled to terminate the Contract with immediate effect by written notice to the Contractor, and the Contractor shall have no claim for any damages or compensation:

- (a) upon the termination, cancellation, revocation or expiry of any TOL;
- (b) where the Contractor is a company, a receiver or liquidator is appointed over any undertaking or property of the Contractor or an order is made or a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of amalgamation or reconstruction) of the Contractor;
- (c) where the Contractor is a partnership, the Contractor is dissolved or has a bankruptcy order made against it;
- (d) where the Contractor is an individual, the Contractor becomes bankrupt or dies; or
- (e) Legal proceedings alleging insolvency are brought against the Contractor.

8. Gifts, Inducements and Rewards

- 8.1 The School may terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with the School or for showing or forbearing to show favour to any person in relation to any Contract with the School, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the School the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the *Penal Code* or *Prevention of Corruption Act* or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the *Penal Code* or the *Prevention of Corruption Act*.

9. Variation

- 9.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of the School.

10. Applicable Law

- 10.1 The Contract shall be deemed to be made in the Republic of Singapore and shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose and the parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 10.2 For the avoidance of doubt, until the School issues a Letter of Acceptance, this document (i) is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Goods and/or Services from any Supplier; and (ii) shall not be construed as providing or implying that a contract will be entered into with any Supplier.

11. Maintenance, Repairs and Servicing of Goods

- 11.1 The Contractor shall, at its own expense, install, maintain, repair and keep in good working condition the Goods supplied under the Contract.
- 11.2 Without prejudice to the generality of Clause 12.1, the Contractor shall, at its own expense, send personnel to the *Authority's/School's premises at least once a month to conduct checks on the serviceability of the Goods supplied under this Contract. Such checks shall be conducted between 9 am and 6 pm on any day of the week except Saturdays, Sundays and gazetted public holidays.
- 11.3 All maintenance and repair work shall only be carried out between 9 am and 6 pm on any day of the week except Saturdays, Sundays and public holidays.

12. Non-solicitation of Business

- 12.1 The Contractor shall not, in the course of performing the Contract, attempt to solicit any business of whatever nature from any students or staff of the School.

13. Infringement of Copyright

- 13.1 The Contractor shall not, and ensure that its employees, servants and agents shall not, in the performance of the Contractor's obligations under the Contract, infringe the copyright subsisting in any literary work by making unauthorised or impermissible copies of such literary work.
- 13.2 The Contractor shall not, and shall ensure that its employees, servants or agents shall not, induce, invite, authorize or permit any staff or student of the School or any other person to infringe the copyright subsisting in any literary work through the use of any of the Contractor's Goods installed and maintained on the premises of the School.
- 13.3 The Contractor shall fully indemnify the School and the *Authority's/School's staff against any action, claim, damages, charges, expenses and costs (including legal costs), whether direct or indirect, arising from or in relation to or incurred by reason of any infringement or alleged infringement of copyright committed by Contractor, its employees, servants, agents or subcontractors by using any of the Contractor's Goods installed and maintained on the premises of the School, provided that this indemnity shall not apply in the case where the infringement or alleged infringement of copyright was committed by or at the specific request of the School or its staff in writing.

14 Confidentiality and Security

- 14.1 Except with the written consent of the School, the Contractor shall:
- a) Treat as strictly confidential and not disclose any Confidential Information to any person other than employees, servants and agents of the Contractor or its subcontractors on a need-to-know basis for the purposes of performing the Contractor's obligations under the Contract; and
 - b) Only use the Confidential Information for the sole purpose of performing the Contractor's obligations under the Contract and shall not use it for any other purpose.
- 14.2 The Contractor shall take all reasonable precautions in dealing with Confidential Information to prevent any unauthorised person from having access to such Confidential Information. The Contractor shall procure that all its employees, servants and agents and those of its subcontractors and agents to whom Confidential Information is to be made available observe the obligations contained in this Clause 14.

- 14.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the School.
- 14.4 For the purposes of this Clause 14, "Confidential Information" means any information received or obtained as a result of entering into the Contract (or any agreement entered into pursuant to the Contract), including:
- (a) information which relates to the School;
 - (b) information which relates to the existence and the provisions of the Contract or of any agreement entered into pursuant to the Contract; or
 - (c) any analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting such information,
 - (d) but does not include information that is: or has become public knowledge otherwise than through breach of agreement or other legal obligation or through the default or negligence of the Contractor, its employees, servants, agents or subcontractors;
 - (e) lawfully in the possession of the Contractor or already known to the Contractor on a non-confidential basis prior to the Contractor receiving or obtaining such information as a result of entering into the Contract, as evidenced by written records; or
 - (f) independently developed by the Contractor.
- 14.5 The Contractor shall not be liable for disclosure of Confidential Information in the event and to the extent any Confidential Information is required to be disclosed by the Contractor pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction in accordance with the provisions of the Contract, provided the Contractor shall, to the extent practicably possible and permissible by law or regulations, give the School prompt and prior notice of any such requirement and shall cooperate with the School to limit the scope of such disclosure to the maximum extent legally possible.
- 14.6 The Contractor shall indemnify the School for all the costs and expenses of enforcing Clauses 14.1, 14.2, and 14.3 against the Contractor, including the costs of any court proceedings and the costs and expenses (including the time expended by management personnel and other personnel to deal with the unauthorised disclosure of Confidential Information) of measures taken or to be taken to deal with the unauthorised disclosure of Confidential Information.
- 14.7 The Contractor shall immediately notify the School where the Contractor becomes aware of any breach of this Clause 14 by its employees, servants, agents or subcontractors and cooperate with the School to limit the extent and impact of such breach.
- 14.8 This Clause 14 shall survive the termination or expiry of the Contract.

15 Government Regulations

- 15.1 The Contractor shall comply with all the requirements of all relevant local authorities constituted under any written law for the time being in force.
- 15.2 The Contractor shall at its own costs, obtain and maintain all licenses and authorisations required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

16 Licenses Granted to The Contractor

- 16.1 The Contractor shall execute a TOL in such form as may be required by the School.
- 16.2 The Contractor shall execute the TOL by the date and in such manner as the School may require in writing, failing which the School may by written notice to the Contractor terminate the Contract immediately. The Contractor also undertakes to fully comply with all the terms and conditions of each TOL.

17. Set-Off

- 17.1 Whenever under the Contract any sum of money (including liquidated damages and any other 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 the Contract or any other agreement with the School.