

DEPLOYMENT OF ELECTRIC VEHICLE CHARGING INFRASTRUCTURE

CONDITIONS OF CONTRACT FOR GOODS AND SERVICES

1. DEFINITIONS AND INTERPRETATIONS

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

(a) **“Authority”** means:

- (i) In respect of Contract C (HDB), Contract E (HDB), Contract N (HDB), Contract NE (HDB), and Contract W (HDB), the Housing & Development Board (**“HDB”**) and shall include any officer authorised by HDB to act on its behalf,
- (ii) In respect of Contract C (JTC), Contract E (JTC), Contract N (JTC), Contract NE (JTC), and Contract W (JTC), the Jurong Town Corporation (**“JTC”**) and shall include any officer authorised by JTC to act on its behalf,
- (iii) In respect of Contract C (NParks), Contract E (NParks), Contract N (NParks), and Contract W (NParks), National Parks Board (**“NParks”**) and shall include any officer authorised by National Parks Board to act on its behalf,
- (iv) In respect of Contract C (PA), Contract E (PA), Contract NE (PA), and Contract W (PA), People’s Association (**“PA”**) and shall include any officer authorised by PA to act on its behalf,
- (v) In respect of Contract C (URA), Contract E (URA), and Contract NE (URA), the Urban Redevelopment Authority (**“URA”**) and shall include any officer authorised by URA to act on its behalf.

(b) **“Charging Infrastructure”** includes, but is not limited to, all necessary Hardware, Software, System, Charge Point equipment, apparatus, technology, tools, utilities, connections, interface, materials, test data, cabling works from the Charge Point to the switch room and things of whatsoever nature required for the execution and completion of the Works and the remedying of any Defects required to successfully deploy Charging Infrastructure in Singapore.

- (c) **“Charge Point”** means the electric charge point owned by the Service Provider located near the Designated Lots associated with Charging Infrastructure that enables an EV to connect to and to charge therefrom.
- (d) **“Commencement Date”** means the commencement date of the Service Period as set out in Clause 4 of the Specifications.
- (e) **“Contract”** means the resulting contract between the Authority and the successful Service Provider(s) as a result of the Authority’s acceptance of the Tender Offer. Tender URA/T/20/006 comprises of tenders for twenty-one **(21)** separate contracts as follows:

Central Region Contracts

- (i) **Contract C (HDB)** means the contracts to provide Services to HDB for the Central Planning Region;
- (ii) **Contract C (JTC)** means the contracts to provide Services to JTC for the Central Planning Region;
- (iii) **Contract C (NParks)** means the contracts to provide Services to NParks for the Central Planning Region;
- (iv) **Contract C (PA)** means the contracts to provide Services to PA for the Central Planning Region;
- (v) **Contract C (URA)** means the contracts to provide Services to URA for the Central Planning Region;

East Region Contracts

- (i) **Contract E (HDB)** means the contracts to provide Services to HDB for the East Planning Region;
- (ii) **Contract E (JTC)** means the contracts to provide Services to JTC for the East Planning Region;
- (iii) **Contract E (NParks)** means the contracts to provide Services to NParks for the East Planning Region;
- (iv) **Contract E (PA)** means the contracts to provide Services to PA for the East Planning Region;

- (v) **Contract E** (URA) means the contracts to provide Services to URA for the East Planning Region;

North Region Contracts

- (i) **Contract N** (HDB) means the contracts to provide Services to HDB for the North Planning Region;
- (ii) **Contract N** (JTC) means the contracts to provide Services to JTC for the North Planning Region;
- (iii) **Contract N** (NParks) means the contracts to provide Services to NParks for the North Planning Region;

North-East Region Contracts

- (i) **Contract NE** (HDB) means the contracts to provide Services to HDB for the North-East Planning Region;
- (ii) **Contract NE** (JTC) means the contracts to provide Services to JTC for the North-East Planning Region;
- (iii) **Contract NE** (PA) means the contracts to provide Services to PA for the North-East Planning Region;
- (iv) **Contract NE** (URA) means the contracts to provide Services to URA for the North-East Planning Region;

West Region Contracts

- (i) **Contract W** (HDB) means the contracts to provide Services to HDB for the West Planning Region;
- (ii) **Contract W** (JTC) means the contracts to provide Services to JTC for the West Planning Region;
- (iii) **Contract W** (NParks) means the contracts to provide Services to NParks for the West Planning Region;
- (iv) **Contract W** (PA) means the contracts to provide Services to PA for the West Planning Region;

And in respect of each Contract, includes in the relevant Service Provider's tender, the Letter of Invitation, the Submission Checklist, the Form of Tender, the Instructions to Tenderers, these Conditions of Contract, the Evaluation Criteria, the Specifications, the Form of Agreement, the Letter of Acceptance, and any Works Order (if applicable) issued by the Authority to the Service Provider(s) for the supply of Services; any correspondence exchanged between the Authority and the Service Provider which is agreed to by the Authority in writing as amplifying or modifying the Invitation to Tender or the Service Provider's Tender Offer; and any formal agreement executed between the Parties, including all schedules and schedules to such documents as relevant.

The several documents forming the Contract are to be taken as mutually explanatory of one another but in the event of any conflict or inconsistency between the Conditions and the other documents forming the Contract, the Conditions shall be given precedence. The provisions of each of the Contracts shall apply mutatis mutandis as if each Contract was the subject of a separate and distinct contract between HDB, JTC, NParks, PA, URA and the Service Provider.

- (f) “**Contract Price**” in respect of each Contract means the Tender Price for Goods and Services required under the Contract and set out in the Letter of Acceptance and shall be fixed subject only to adjustments expressly provided for in the Contract.
- (g) “**Control**” means, with respect to a person (i) the right to exercise, directly or indirectly, at least 50 per cent of the voting rights attributable to the shares of the controlled person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.
- (h) “**Defects**” means any part of the Works not executed, provided or completed in accordance with the Contract. For the avoidance of doubt and without limiting the generality of the expression, the term shall be taken to include any item of Charging Infrastructure or work used for the Works which does not or may not conform to the relevant standards or pass the tests prescribed in or to be inferred from the Contract.

- (i) **“Designated Car Parks”** means the car parks as set out in Appendix A of the Specifications and any further car parks agreed in writing between the Parties from time to time.
- (j) **“Designated Lots”** means the designated parking lots and the spaces outside of parking lots (if any) that are allocated to the Service Provider by the Authority for use under the terms of the Contract (together with the space required for Charging Infrastructure to be installed by the Service Provider), whereby the details of such parking lots and spaces are set out in Appendix A in the Appendices and Schedules to the Specifications with specific car parks and lots agreed in writing between the Parties from time to time.
- (k) **“Electric Vehicle”** or **“EV”** refers to Battery Electric Vehicles (BEVs) or Plug-in Hybrid Electric Vehicles (PHEVs).
- (l) **“Expiry Date of the Service Period”** means the expiry date of the Service Period as set out in Clause 4 of the Specifications.
- (m) **“Fees”** means the accepted Tender Price payable to the relevant Authority per kWh of electricity (\$/kWh) based on the electricity consumed by the Users of the Charge Points per month including any variations.
- (n) **“Goods”** means all goods proposed in the Tender Offer as being capable of meeting or exceeding the Specifications and accepted in the Letter of Acceptance which the Service Provider is required to supply under the Contract, including technical documentation, parts or units thereof.
- (o) **“GST”** means goods and services tax charged under the GST Act.
- (p) **“GST Act”** means the Goods and Services Tax Act (Cap. 117A).
- (q) **“Hardware”** includes but is not limited to Charging Infrastructure, cabling to the switch room, and other electrical infrastructure intended to form part of the System.
- (r) **“Intellectual Property”** or **“IP”** means patents, copyright, trademarks, service marks, trade names, domain names, logos, get-ups, inventions, registered and unregistered design rights, database rights, industrial design, integrated circuit topography and all other intellectual property rights.

- (s) **“HDB”** means the Housing & Development Board, a body corporate established under the Housing & Development Board Act (Cap.50).
- (t) **“Invitation to Tender”** means the invitation to participate in the tender for the supply of Goods and Services and comprises all the tender documents forwarded to the Tenderer, inclusive of the Letter of Invitation, Submission Checklist, Form of Tender, Instructions to Tenderers, Conditions of Contract, Evaluation Criteria, Specifications, Form of Agreement, including all appendices and schedules to such documents and any other documents and forms enclosed, where relevant.
- (u) **“Joint Venture”** means an arrangement between two or more company or corporation to jointly participate in any one single tender.
- (v) **“JTC”** means Jurong Town Corporation, a body corporate established under the Jurong Town Corporation Act (Chapter 150).
- (w) **“Letter of Acceptance”** means the letter issued by the Authority formally accepting the Service Provider’s Tender Offer.
- (x) **“License Period”** means the license period as set out in Clause 4 of the Specifications.
- (y) **“Losses”** means all costs (including legal costs and costs of enforcement), expenses, liabilities (including tax liability), injuries, direct, indirect or consequential loss (including loss of profits, loss of business, depletion of goodwill and like loss), damages, actions, claims, demands, proceedings and judgements.
- (z) **“NParks”** means National Parks Board, a body corporate established under the National Parks Board Act (Cap. 198A)
- (aa) **“PA”** means People’s Association, a body corporate established under the People’s Association Act (Cap. 227)
- (bb) **“Parties”** means the Authority and the Service Provider, and **“Party”** means any one of them.
- (cc) **“S\$”** means the lawful currency of Singapore.

- (dd) **“Services”** means the services proposed in the Service Provider’s Tender Offer as being capable of meeting or exceeding the Specifications and accepted in the Letter of Acceptance which the Service Provider is required to provide under the Contract.
- (ee) **“Service Period”** means the date the Letter of Acceptance is issued till the Expiry Date of the Service Period.
- (ff) **“Service Provider”** means any person or firm or corporation whose Tender has been accepted by the Authority and includes the Service Provider 's legal personal representatives and any person to whom the rights or liabilities of the Service Provider have been assigned or transferred with consent in writing of the Authority.
- (gg) **“Software”** includes the software used for payments, user engagement, IT and communications infrastructure, as well as all associated operations, maintenance support required to successfully operate the EV charger deployment and any other software intended to form part of the System.
- (hh) **“Specifications”** means the specifications set out in the Invitation to Tender and any amendments or additions to the aforesaid as may be mutually agreed in writing between the Parties from time to time.
- (ii) **“Sub Service Provider”** means any person, firm or company engaged by the Service Provider to perform any part or parts of the Service Provider’s obligations and includes the Sub Service Provider’s duly appointed representatives, successors and permitted assignees and the Sub-Service Provider’s Sub-Service Provider.
- (jj) **“System”** means the system named and described in the Specifications and its appendices and schedules and shall be deemed to include the Hardware, the Software, the Documentation and any modification to the System as a result of the Enhancement Works (if any), the Upgrading Works (if any), any variations or changes approved in writing by the Authority and where the context requires, a part of the System.
- (kk) **“Tender Offer”** means the offer submitted by the Tenderer or Service Provider to provide Goods and Services to the Authority in response to the Invitation to Tender, and other documents submitted by the Tenderer or Service Provider

and accepted in writing by the Authority as modifying such offer submitted by the Tenderer or Service Provider.

- (ll) **“Tender Price”** in respect of any of the Goods or Services, means the sum specified in the Form of Tender, Schedule 1 (as may be varied in accordance with the Contract) for the provision of such Goods or Services under the Contract.
 - (mm) **“Tenderer”** means a person or its permitted assigns and successors offering to provide the Goods and Services pursuant to the Invitation to Tender and shall be deemed to include two or more persons if appropriate.
 - (nn) **"URA"** means the Urban Redevelopment Authority, a body corporate established under the Urban Redevelopment Authority Act (Cap. 340).
 - (oo) **“User”** means a member of the public whose Battery Electric Vehicle (BEV) or Plug-in Hybrid Electric Vehicle (PHEV) uses the Charge Point.
 - (pp) **“Working Day”** means a day which is not a Saturday, Sunday or a public holiday in Singapore.
 - (qq) **"Works"** means the installation, operations, regulations, management and maintenance of Electric Vehicle chargers and maintenance of the Designated Lot (e.g. painting of lot lines, painting of EV logos, installation of signages) with and where the context requires, a part of the Works.
- 1.2 Words importing the singular only shall also include the plural and vice versa where the context requires.
- 1.3 The headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation.
- 1.4 References to a person include any company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having separate legal personality).
- 1.5 Unless a contrary intention appears, a reference in the Contract to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”.

- 1.6 Unless otherwise provided, any reference to any legislation shall be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation.
- 1.7 In the Contract, the word “month” means calendar month and the word “day” denotes calendar day.
- 1.8 For the purposes of computing time, unless the contrary intention appears, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.

2. CLAUSE REFERENCES

- 2.1 All references to clauses in these Conditions of Contract or any other document, unless otherwise expressly stated, are references to clauses numbered in these Conditions of Contract or the document in which the reference appears respectively.

3. SCOPE OF CONTRACT

- 3.1 The Service Provider shall carry out and complete the supply of all items of Goods and Services in accordance with the Contract. Unless otherwise stated in the Contract, all Goods shall be new and unused.

4. DELIVERY AND PERFORMANCE

- 4.1 The Service Provider shall, unless otherwise specified by the Authority prior to delivery or performance, deliver the Goods and perform the Services at the time(s) and place(s) and in the manner specified in the Contract. The Service Provider shall obtain a receipt therefor from the Authority. The issue of such receipt shall in no way relieve the Service Provider from its obligations under Clause 6 to replace defective or damaged Goods and re-perform deficient Services.
- 4.2 The Service Provider may be required to carry out Works at additional Designated Lots and/or Designated Car Parks beyond the list provided in Appendix A of the appendices and schedules to the Specifications, at any time. The Service Provider shall perform and observe all the obligations which the Authority of the Designated Lots may be

liable to perform or observe during the Service Period by any direction, order, notice or requirement of all authorities.

5. CARE AND DILIGENCE

5.1 The Service Provider shall with due care and diligence carry out its obligations to URA and/or any Authority under the Contract.

5.2 The Service Provider acknowledges and accepts that URA and/or any Authority relies on the skill and judgment of the Service Provider and also upon the accuracy of all representations and statements made and advice given by the Service Provider in the delivery of the Goods and provision of the Services under the Contract.

6. REMOVAL AND REPLACEMENT

6.1 The Authority may reject any Goods that are found on delivery, or upon installation where installation is required, to be:

- (a) damaged or defective;
- (b) incorrect or not in accordance with the Contract; or
- (c) not newly manufactured or of unsatisfactory quality or not fit for the ordinary uses contemplated by the Authority,

(collectively, the "**Rejected Goods**"), and the Service Provider shall:

- (i) provide a replacement for the Rejected Goods immediately at the Service Provider's own expense; and
- (ii) collect the Rejected Goods at the Service Provider's own expense within **seven (7) days** from the date of notification by the Authority and failing which, the Authority shall have the right:
 - (A) to claim from the Service Provider storage charges and other expenses incurred in relation to the Rejected Goods until collection by the Service Provider or disposal in accordance with sub-clause (B) below, whichever is earlier; and
 - (B) if the Rejected Goods are not collected after **one (1) month** from the date of notification by the Authority, to dispose of the Rejected Goods

in any way the Authority deems fit and claim all expenses incurred thereby from the Service Provider,

and the Authority shall be entitled to claim from the Service Provider all costs and damages incurred by the Authority as a result of the Rejected Goods.

- 6.2 The Authority may reject any services that are not performed in accordance with the Contract or with reasonable care, skill and diligence, and if so, required by the Authority, the Service Provider shall re-perform such rejected Services at the Service Provider's own expense.
- 6.3 Where any Goods or Services are rejected by the Authority pursuant to Clause 6.1 or Clause 6.2 or pursuant to any other provision of law, the Service Provider shall be deemed to have completely failed to:
- (a) deliver such Goods or perform such services relating to the delivery or installation of such Rejected Goods; and
 - (b) perform such Services,
- as the case may be.
- 6.4 Notwithstanding anything to the contrary, the risk of loss, damage or deterioration of Rejected Goods (whether rejected pursuant to this Clause 6 or otherwise) shall be borne by the Service Provider at all times and possession shall be deemed to have never passed to the Authority.

7. ACCEPTANCE TESTS

- 7.1 The Tenderer shall conduct all tests in accordance with the acceptance test plan and procedures as set out in the Specifications (Clause 15.1 to 15.3) and such other tests as may be determined by the Authority (such tests collectively, the "**Acceptance Tests**") to verify and demonstrate that the Goods and Services (including any replacement and repaired Goods and any re-performed Services) meet the Specifications.
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- 7.3 Intentionally left blank.
- 7.4 The results of the Acceptance Tests shall be properly documented by the Tenderer (the "**Acceptance Tests Report**") and submitted to the Authority with the Tender Offer.

- 7.5 Intentionally left blank.
- 7.6 The Service Provider shall provide all necessary labour, facilities and equipment required and bear all costs for the performance of the Acceptance Tests.
- 7.7 Intentionally left blank.
- 7.8 Where the Contract allows or provides that the Acceptance Tests are to be conducted at the Tenderer's premises, the Tenderer shall at no cost to the Authority provide administrative support such as office facilities and local transport to:
- (a) the Authority's representatives attending the Acceptance Tests; and
 - (b) any Authority's representatives stationed at the Tenderer's premises for purposes pertaining to the Contract.
- 7.9 The Authority shall not be under any obligation to accept any Goods or Services which have not satisfactorily passed the Acceptance Tests. In the event that any deficiencies in the Goods or Services become evident, the Service Provider shall immediately, at the Authority's option, replace the Goods or re-perform the Services or perform remedial or corrective action. The cost of the replacement, re-performance, remedial or corrective action shall be borne by the Service Provider.

8. WARRANTY

- 8.1 In the Contract, "**Warranty Period**" in respect of Goods or Services, means the License Period commencing on the date of Handover Form is accepted by the Authority in accordance with the provisions of the Contract, unless otherwise agreed in writing by the Parties. Warranty Period will end during the Expiry of the Service Period.
- 8.2 Where during the Warranty Period, any Goods are found to:
- (a) be defective in design, materials or workmanship; or
 - (b) be not in accordance with the Contract; or
 - (c) having been installed, operated, stored and maintained in accordance with the written instructions of the Service Provider, fail to function properly or fail to meet any Specifications or specifications published by the Authority as applicable to the Goods,

(the “**Defective Goods**”),

then unless the Service Provider can show that the foregoing is caused solely by improper use or mishandling by the Authority, the Service Provider shall, at its own expense (including transportation costs), at the option and written notification of the Authority, replace, rectify or completely repair the Defective Goods and deliver the replaced/repaired Goods to the Authority within **one (1) month** from the date of receipt by the Service Provider of the Defective Goods. Any replacement or repaired Goods shall be subject to the same acceptance tests as the Defective Goods. The Warranty Period shall be extended, from the date of original expiry of the Warranty Period, by a period equivalent to the period commencing on the date of the said notification to the date of Acceptance of the repaired/replaced Goods by the Authority. In the event that the remaining Warranty Period (after such extension) as at the date of such Acceptance is less than **one (1) month**, the Warranty Period shall be extended such that the date of expiry of the Warranty Period falls **one (1) month** after the date of such Acceptance.

- 8.3 If any Service performed is found during the Warranty Period to be deficient, the Service Provider shall at the written notification of the Authority, complete the re-performance of the same, at the expense of the Service Provider within **one (1) month** from the date of the Authority’s notification. The Warranty Period for the re-performed Service shall be extended, from the date of original expiry of the Warranty Period, by a period equivalent to the period commencing on the date of the said notification to the date of completion of the re-performed Service. In the event that the Warranty Period (after such extension) remaining at the date of such completion is less than one month, the Warranty Period shall be extended such that the date of expiry of the Warranty Period falls **one (1) month** after the date of such completion of the re-performed Service.
- 8.4 The Service Provider shall warrant that the Goods and Services be in accordance with the prevailing industry standards.
- 8.5 The Authority’s rights and remedies under this Clause 8 are independent of and without prejudice to any other rights and remedies of the Authority.

9. INTENTIONALLY LEFT BLANK**10. SERVICE PROVIDER'S PERSONNEL**

10.1 The Service Provider shall provide all necessary personnel with adequate skills and required professional certification (where applicable) for the performance of the Contract. Upon request by the Authority, the Service Provider shall provide evidence of certification and competency of the personnel assigned.

10.2 Intentionally left blank.

10.3 The personnel provided by the Service Provider to perform the Contract shall be subject to the Authority's approval. Where the Service Provider has proposed such personnel in its Tender Offer, the Authority's acceptance of the Service Provider's Tender Offer shall not constitute its approval of such personnel.

10.4 The Authority shall not be obliged to provide any reasons for objecting to any of the Service Provider's personnel. If the Authority objects by notice in writing to any personnel provided by the Service Provider to perform the Contract, the Service Provider shall remove such person immediately and furnish a suitable and adequate replacement at no additional expense to the Authority within **fourteen (14) days**.

10.5 The Service Provider undertakes not to change its personnel approved under this Clause 10 without the Authority's consent, whose consent shall not be unreasonably withheld. All new or replacement personnel shall also be subject to the approval of the Authority. The Service Provider shall not reduce the quality of its personnel if this may adversely affect the performance of the Contract, including the quality of the Services.

11. PAYMENT

11.1 The Service Provider shall pay in full to the Authority the Fees and any other sums, costs of charges payable within **thirty (30) days** from the date of the notification in writing by the Authority pursuant to Clause 7 of the Specifications and not make partial payments under any circumstances whatsoever.

11.2 If the Fees thereon or any other sums payable by the Service Provider under the Contract has not been received by the Authority by the Payment Due Date, the Service Provider shall pay interest at the rate of 5.5% per annum on the sums due to the Authority from the Payment Due Date until all sums owing by the Service Provider and the interest thereon have been fully paid to the Authority.

- 11.3 At any time during the Service Period, if the Tenderer has been refunded or paid by the Authority a sum exceeding the amount due to the Tenderer under the Contract and it is due to the Tenderer's misrepresentation, the Authority may recover such excess sum and interest on such excess sum at the rate of 5.5% per annum. Any sum which the Authority has overpaid to the Tenderer shall be a debt due from the Tenderer to the Authority and the Tenderer shall pay such sum immediately upon written demand by the Authority.

12. TAXES, FEES AND DUTIES

- 12.1 The Service Provider shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Service Provider or its employees in carrying out its obligations under the Contract.

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12.3 Intentionally left blank.

13. DELAY IN DELIVERY AND PERFORMANCE

- 13.1 If the Service Provider fails to deliver any Goods or complete the performance of any Services by the date(s) specified in the Contract, the Authority shall have the right (in addition to and without prejudice to all other rights or remedies available, including the Authority's right to terminate the Contract pursuant to Clause 18.1) to cancel all or any such Goods or Services from the Contract without compensation and obtain them (the "**Replacement Goods and Services**") from other sources.

- 13.2 The Authority shall have the right, at its sole discretion, to elect to claim general damages in common law from the Service Provider under this Clause 13.

14. COMPLIANCE WITH LAW

- 14.1 The Service Provider shall, at its own costs, apply for, obtain and maintain all licences, permits, approvals, clearances, certifications and regulatory authorisations without any restriction or qualification whatsoever so as to enable the Service Provider to fulfil all its obligations under the Contract.

- 14.2 For the avoidance of doubt, approval given by the Authority shall not absolve the Service Provider from its responsibility to apply for, obtain and maintain other required licences, permits or clearances under the Contract. The Authority shall, where possible, assist and facilitate the Service Provider to obtain the necessary licences,

permits or clearances. The Authority shall also assist and provide the necessary support and link-up with the operators and managing agents who are operating / managing the car parks for the Authority (where applicable).

- 14.3 The Service Provider shall, in performing its obligations under the Contract, comply with all applicable laws, statutes or regulations, Conditions and/or requirements imposed by the Authority or other competent authorities, in connection with, whether directly or indirectly, the use of the Designated Lot, the installation and operation of the Charging Infrastructure and/or this Contract and shall keep the Authority indemnified against all penalties and liabilities of every kind for the breach of any such laws.
- 14.4 For the avoidance of doubt, the Authority, prior to the execution of this Contract, provide the Service Provider with all such applicable conditions and/or requirements imposed by the Authority in writing. Any amendments to such conditions and/or requirements imposed by the Authority or any new conditions and/or requirements imposed by the Authority during the term of the Contract may only be implemented after giving not less than **thirty (30) days** prior written notice to the Service Provider.

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17. GIFTS, INDUCEMENTS AND REWARDS

- 17.1 The Authority shall be entitled to immediately terminate or rescind the Contract and recover from the Service Provider the amount of any loss resulting from such termination or rescission if:
- (a) any Service Provider Representative has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract; or
 - (ii) showing favour or disfavour to any person in relation to any contract with the Authority; or
 - (b) any Service Provider Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

17.2 In this Clause 17:

“Anti-Corruption Laws” means:

- (a) Chapter IX of the Penal Code (Cap. 224);
- (b) the Prevention of Corruption Act (Cap. 241); and
- (c) any other applicable law including any foreign law which:
 - (i) prohibits the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or adviser of such person; or
 - (ii) is broadly equivalent to the laws set out in paragraphs (a) or (b) or which has as its objective the prevention of corruption.

“Service Provider Representative” means any of the following:

- (a) the Service Provider;
- (b) any person employed by the Service Provider; or
- (c) any person acting on behalf of the Service Provider (whether with or without the knowledge of the Service Provider).

18. TERMINATION

18.1 If the Service Provider is in breach of any of its obligations under the Contract and:

- (a) the Service Provider fails to remedy the breach within **thirty (30)** days from a written notice from the Authority to do so; or
- (b) the breach is not capable of being remedied within a reasonable time,

the Authority 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.

18.2 If any of the following events occur, the Authority shall be entitled, at its sole discretion, to cancel, terminate or revoke the Contract with immediate effect by written notice to the Service Provider, and the Service Provider shall have no claim for any damages or compensation:

- (a) If the Service Provider becomes insolvent, goes into liquidation whether voluntary or otherwise or makes a composition with its creditors;
- (b) if any final arbitration, legal or court proceedings against the Service Provider of any final judgement of award results in an enforcement and execution levied against the Service Provider;
- (c) where the Service Provider is a company, a receiver or liquidator is appointed over any undertaking or property of the Service Provider 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 Service Provider;
- (d) where the Service Provider is a partnership, the Service Provider is dissolved or has a bankruptcy order made against it; or
- (e) any action is contemplated or any legal proceedings are commenced against the Contractor alleging infringement of IP rights.
- (f) if the Service Provider wilfully refuses to perform any of its obligations under this Agreement;
- (g) if there is any irremediable default in connection with or affecting the performance by the Service Provider of the terms and conditions of this Contract;
- (h) if the Service Provider does not comply with any instructions that may be given by the Authority; or
- (i) if the Service Provider commits a breach of any of the provisions of this Contract and fails to remedy such breach within the reasonable and mutually agreed time specified by the Authority.

18.3 Clauses 18.2(f) to 18.2(i) are only enforceable by the Authority if the alleged breach is not cured within **thirty (30) Working Days** after the Service Provider receives written notice of such breach.

18.4 The Authority may also, at its sole discretion terminate the Contract in the event that the responsibility of managing and operating car parks is transferred from the Service Provider to a new Service Provider. This is provided the Service Provider undertakes

to use reasonable efforts to transfer or novate the Contract to the new Service Provider.

18.5 If the Contract is terminated, the following shall apply:

- (a) termination shall be without prejudice to any rights and obligations of either Party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination;
- (b) Intentionally left blank;
- (c) the Service Provider shall immediately deliver property belonging to or provided by the Authority pursuant to the Contract and all deliverables prepared by the Service Provider for the Contract (including works-in-progress if so requested by the Authority);
- (d) in the event of a termination pursuant to Clause 18.1 or 18.4, the Authority shall, at its sole discretion, have the right to engage another person to provide the remaining Goods and Services to be provided under the Contract, and any additional costs and expenses incurred shall be paid by the Service Provider, and the Service Provider shall give reasonable assistance to the incoming Service Providers;
- (e) in the event of a termination pursuant to Clause 18.2(e), the Authority shall, at its sole discretion, have the right to return any Goods which have been provided to the Authority as at the date of termination; and
- (f) the Service Provider shall cease occupying or using the Designated Lots, convert the Designated Lot to a normal parking lot within **four (4) weeks** of the date of termination, remove all Systems and reinstate the site within **four (4) months** of the date of termination.

18.6 Nothing in this Clause 18 shall be deemed to prejudice any other rights or remedies available to the Authority against the Service Provider for any breach of the Service Provider's obligations whether under the Contract or at law or in equity.

18.7 If the Service Provider continues to use and occupy the Designated Lots upon expiry or termination of the Contract, the relevant Authority may take such action against the Service Provider as it deems fit including but not limited to enforcement action under the Parking Places Act (Cap. 214).

18.8 The Authority shall have the right to terminate the Contract for convenience by giving **thirty (30) days'** written notice to the Service Provider without having to assign any reason, and the Service Provider shall have no claim for any damages or compensation.

18.9 If the Service Provider suffers a change in Control, the Authority shall have the right to terminate the Contract by giving **thirty (30) days'** written notice to the Service Provider and the Service Provider shall have no claim for any damages or compensation.

19. FORCE MAJEURE

19.1 Neither Party shall be liable for any failure to perform its obligations under the Contract if the failure results from events which are beyond its reasonable control ("**Force Majeure Event**") provided always that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For purposes of the Contract, "**Force Majeure Event**" shall include acts of God, acts of civil or military authority, civil disturbance, wars, strikes, fires and other catastrophes.

19.2 If the effect of any Force Majeure Event continues for a period exceeding **three (3) months** from the date on which that Force Majeure Event first arose and continues to have a material adverse effect on the affected party's obligations under the Contract, then the Authority and Service Provider shall agree (acting reasonably and in good faith) to consider a relocation of the Designated Lots and/or Designated Car Parks (and Charging Infrastructure) or the Authority shall be able to terminate the Contract with immediate effect without being liable to the Service Provider for damages or compensation.

19.3 If a Force Majeure Event occurs, the Service Provider or the Authority (as the case may be) shall for the duration of such Force Majeure Event be relieved of any obligation under the Contract as is affected by the Force Majeure Event except that the provisions of the Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the Force Majeure Event.

19.4 Failure of the Service Provider's Sub-Service Providers or suppliers to perform their obligations shall not be regarded as events beyond the control of the Service Provider.

20. CORRESPONDENCE

20.1 Subject to Clause 20.2, any notice, request, waiver, consent or approval ("**Notice**") shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand or by prepaid registered post or email to the Party as follows:

(a) in the case of the Service Provider, the address and email address set out in the Tender Offer;

(b) in the case of **URA**, the following address:

Strategic Planning Group

Urban Redevelopment Authority

45 Maxwell Road, 6th Storey

The URA Centre

Singapore 069118

Attention: Group Director (Research & Development)

OR email addresses available in the Covering Letter;

(c) in the case of **HDB**, the following address:

Housing & Development Board

480 Lorong 6 Toa Payoh

HDB Hub, 7th Storey Car Parks Department

Singapore 310480

Attention: Director (Car Parks Department)

(d) in the case of **JTC**, the following address:

Jurong Town Corporation

The JTC Summit

8 Jurong Town Hall Road

Singapore 609434

Attention: Director (Future of Building and Infrastructure Division)

(e) in the case of **NParks**, the following address:

Parks South East Branch

National Parks Board

1A Cluny Road

Raffles Building

Singapore 259597

Attention: Director/ Parks South East

(f) in the case of **PA**, the following address:

Building & Estates Management Division

People's Association

9 King George's Avenue

Singapore 208581

Attention: Senior Director (Building & Estates Management)

20.2 Any Notice may be made by the Authority to the Service Provider by electronic mail or other electronic means and shall be deemed to have been duly given or made when it is sent to the Service Provider's electronic mail address set out in the Tender Offer.

20.3 Either Party may change its address and (in the case of the Service Provider) electronic mail address referred to above by giving the other Party written notice of the change.

21. LANGUAGE

21.1 All data, documents, descriptions, diagrams, books, catalogues, instructions, markings for the Goods and correspondence shall be written in readily comprehensible English language.

21.2 The personnel of the Service Provider and any Sub-Service Provider shall be proficient in both written and spoken English for the purpose of performing the Service Provider's obligations under the Contract.

22. CONSORTIUM

22.1 As used in the Contract, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership. The Consortium for this tender may comprise of players in the EV ecosystem (which could include any parties necessary for the successful implementation of the EV charger deployment).

Joint and Several Responsibility

22.2 Each member of the Consortium shall be jointly and severally responsible to the Authority for the due performance of the Contract.

Addition of members to Consortium

22.3 Any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.

22.4 Should additional member(s) be added to the Consortium at any time with the approval of the Authority pursuant to Clause 22.3, he or they shall be deemed to be included in the expression “the Service Provider”.

Withdrawal from Consortium

22.5 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:

- (a) the Contract shall continue and not be terminated, and
- (b) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

23. SUB-CONTRACT, TRANSFER AND ASSIGNMENT

23.1 The Service Provider shall not, without the prior written consent of the Authority, sub-contract its obligations, or transfer or assign the benefit of the whole or any part of the Contract.

23.2 The Service Provider shall be responsible for the acts, defaults, negligence and omissions of any Sub-Service Provider, their agents, servants or workmen.

24. DEFAULT INTEREST

- 24.1 If the Service Provider defaults in the payment when due of any sum payable under the Contract its liability shall be increased to include interest on such sum from the date when such payment is due until the date of actual payment (after as well as before judgment). The interest shall be calculated on a daily basis at a rate per annum of 5.5%.

25. REMEDIES

- 25.1 The rights and remedies of a Party under the Contract are cumulative and are without prejudice and in addition to any rights or remedies such Party may have at law or in equity. No exercise by a Party of any one right or remedy under the Contract, or at law or in equity shall operate so as to hinder or prevent the exercise by it of any other right or remedy under the Contract, at law or in equity.
- 25.2 The Authority shall have the right, at its sole discretion, to elect to claim general damages in common law from the Service Provider.

26. VARIATION

- 26.1 The term "variation" shall mean any change in the Specifications or any other provision in the Contract describing and/or defining the Services to be carried out. The Authority may at any time in its sole discretion issue an instruction in writing requiring a variation(s).
- 26.2 Subject to Clause 26.1, no variation of the Contract shall be of any force unless agreed upon in writing and signed by the authorised signatories of the Service Provider and the Authority.

27. WAIVER

- 27.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing any right, power, privilege, claim or remedy ("**Remedy**"), which is conferred under the Contract or at law or in equity, or arises from any breach by the other Party, (a) be deemed to be or be construed as a waiver or variation thereof, or of any other such Remedy, in respect of the particular circumstances in question, or (b) operate so as to bar the enforcement or exercise thereof, or of any other such Remedy in any other instances at any time or times thereafter.

27.2 No waiver of any breach of the Contract shall be deemed to be a waiver of any other or of any subsequent breach.

27.3 Any waiver granted under the Contract must be in writing and may be given subject to conditions. Such waiver under the Contract shall be effective only in the instance and for the purpose for which it is given.

28. SET-OFF

28.1 Whenever under the Contract any sum of money (including any other damages) shall be recoverable from or payable by the Service Provider, the same may be deducted from any sum then due or which at any time thereafter may become due to the Service Provider under the Contract.

29. ENTIRE AND WHOLE AGREEMENT

29.1 The Contract contains the entire and whole agreement between the Parties relating to the subject matter of the Contract.

30. SEVERABILITY

30.1 In the event any provision in the Contract is determined to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall, to the extent it is illegal, invalid or unenforceable, be deemed not to form part of the Contract and the legality, validity and enforceability of the remainder of the Contract shall not be affected.

31. RIGHTS OF THIRD PARTIES

31.1 A person who is not a party to the Contract shall have no right under the *Contracts (Rights of Third Parties) Act* to enforce any term of the Contract.

32. SURVIVING PROVISIONS

32.1 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract, including Clauses 17 (Gifts, Inducements and Rewards), 18 (Termination), 20 (Correspondence), 24 (Default Interest), 25 (Remedies), 26 (Variation), 27 (Waiver), 28 (Set-off), 29 (Entire and Whole Agreement), 30 (Severability), 31 (Rights of Third Parties), 32 (Surviving Provisions), 33 (Governing Law), 34 (Escalation of Disputes), 35 (Mediation), 36

(Dispute Resolution) and 37 (Order of Precedence), shall survive the termination or expiry of the Contract.

33. GOVERNING LAW

33.1 The Contract shall be deemed to be made in Singapore and shall be governed by and construed in accordance with the laws of the Republic of Singapore.

34. ESCALATION OF DISPUTES

34.1 In the event of any dispute, claim, question or disagreement arising out of relating to the Contract or its subject matter or formation (a "**Dispute**"), no Party shall proceed to mediation or any form of dispute resolution unless the Parties have referred the Dispute to a senior officer of each Party (each, an "**Officer**") who shall negotiate in good faith with a view to resolution of such Dispute.

34.2 If such Dispute is not resolved by agreement between the Officers within thirty (30) days after the date of referral of the Dispute to the Officers, any Party may proceed to:

- (a) if the Dispute is within the jurisdiction of the Small Claims Tribunals, refer the Dispute to the Small Claims Tribunals; or
- (b) give the other Party written notice for mediation as contemplated in Clause 35 (Mediation).

35. MEDIATION

35.1 Notwithstanding anything in the Contract, in the event of any Dispute and subject to Clauses 34, 35.3 and 35.4, no Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedure of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause 35.1 if they have gone through at least one mediation session at the Singapore Mediation Centre.

35.2 A Party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 35.

35.3 The mediation session is to commence no later than **ninety (90) days** from the date of the written notice of mediation failing which either Party may proceed to dispute resolution.

35.4 Clause 35.1 shall not apply to a Dispute referred to the Small Claims Tribunals, provided that:

- (a) the Parties attend a consultation session before a Registrar (where the Parties will be given an opportunity to resolve the Dispute amicably) after a claim is filed with the Small Claims Tribunals; and
- (b) the proceedings relating to such Dispute are not:
 - (i) discontinued by the Registrar pursuant to Section 17(3) of the Small Claims Tribunal Act; or
 - (ii) transferred out of the Small Claims Tribunals before or pursuant to such consultation session.

35.5 Failure to comply with Clause 35.1 or 35.2 shall be deemed to be a breach of the Contract.

36. DISPUTE RESOLUTION

36.1 Each Party irrevocably agrees that the courts of the Republic of Singapore shall have exclusive jurisdiction to settle any Disputes. Each Party irrevocably submits to jurisdiction of such courts.

37. ORDER OF PRECEDENCE

37.1 In the event and to the extent only of any conflict between any provisions of the Contract, the conflict shall be resolved, subject to Clause 37.2, in accordance with the following order of precedence:

- (a) these Conditions of Contract;
- (b) the Specifications;
- (c) the Letter of Acceptance;
- (d) any formal agreement executed between the Parties;
- (e) the Service Provider's Tender Offer (as amplified or modified by any correspondence exchanged between URA and/or any Authority and the Service Provider which has been agreed to by URA or the Authority in writing as amplifying or modifying the Tender Offer).

- 37.2 Where the Tender Offer (as amplified or modified by any correspondence exchanged between URA or the Authority and the Service Provider which has been agreed to by URA or the Authority in writing as amplifying or modifying the Service Provider's Tender Offer) contains provisions which are more favourable to the Authority in relation to the rest of the Contract, such provisions of the Service Provider's Tender Offer shall prevail. The Authority shall in its absolute and sole discretion determine whether any provision is more favourable to it in relation to the Contract.
- 37.3 For the avoidance of doubt, this Clause shall form an integral part of the Conditions of Contract referred to in Clause 37.1(a).

38. SECURITY DEPOSIT

- 38.1 The Service Provider shall, within **thirty (30) days** after the issuance of the Letter of Acceptance, deliver to the Authority a security deposit of an amount equal to the sum of Singapore dollars **one hundred and eighty (\$180)** per parking lot within the Designated Lots (the "**Security Deposit**") as security for the due and faithful performance of the Contract and the compliance with all provisions of the Contract by the Service Provider. The Security Deposit will be reviewed on an annual basis to ensure that the deposit amount is in line with the number of parking lots within the Designated Lots under the Contract.
- 38.2 In addition to the annual review of the Security Deposit, the value of the deposit per parking lot within the Designated Car Park may be occasionally reviewed by the Authority at its sole discretion. In the event there is an increase in the number of parking lots within the Designated Car Park and/or an increase in the value of the deposit per parking lot within the Designated Car Park, the amount of the Security Deposit will be increased accordingly (the "increased deposit"). The Service Provider shall ensure that the increased deposit be deposited with the Authority within **thirty (30) days** from the written notification by the Authority of the increase being effected.
- 38.3 The Authority accepts the Security Deposit in:
- (a) an "on-demand" Banker's Guarantee issued by banks;
 - (b) an Insurance Performance Bond/Guarantee issued by MAS-approved insurance companies;
 - (c) a guarantee from a MAS-approved finance company for a deposit not exceeding \$300,000; or

- (d) acceptable electronic means such as funds transfer, direct debit or telegraphic transfer.
- 38.4 Where the Service Provider provides the Security Deposit via a guarantee pursuant to clause 38.3(a), 38.3(b) or 38.3(c), the cost of obtaining and maintaining such Security Deposit Guarantee shall be borne by the Service Provider.
- 38.5 The Service Provider shall ensure that the Security Deposit Guarantee remains effective until **six (6)** months after the completion of all the Service Provider's obligations under the Contract.
- 38.6 In the event that the Service Provider's obligations under the Contract are unlikely to be completed before the expiry date of the Security Deposit Guarantee, the Service Provider shall without demand, secure its renewal or obtain a new Security Deposit Guarantee for the same amount and on the same terms as the expiring Security Deposit Guarantee but with a validity period ending not less than **six (6) months** after the estimated date of completion of all the Service Provider's obligations under the Contract, and deliver the same to the Authority. If such renewal or new Security Deposit Guarantee is not deposited with the Authority at least **thirty (30) days** before the expiry date of the expiring Security Deposit Guarantee, the Authority shall have the right to call on the expiring Security Deposit Guarantee.
- 38.7 The Authority may at its sole discretion draw on the Security Deposit in Clause 38 to satisfy any amount as may become due to the Authority under the Contract to make good any loss, costs, expenses or damage sustained by the Authority as a result of any breach of the Contract by the Service Provider. In the event that the Security Deposit is drawn down by the Authority, the Service Provider shall top up such drawn down amount within **thirty (30) days** of such draw down to ensure that the Deposit amount is maintained during the term of the Contract, so that the Security Deposit shall at all times be equal to the amount before the draw down. The Authority shall return to the Service Provider, within **six (6) months** from the date of termination or expiry of the Contract, free of interest the remaining balance of the Security Deposit Guarantee (if any) as mentioned in Clause 38.
- 38.8 If the Service Provider fails to furnish the Security Deposit within **thirty (30) days** from the issuance of the Letter of Acceptance, the Authority shall notify the Service Provider of such failure in writing and the Service Provider shall have a further period of **thirty (30) days** to rectify such failure. The Authority will not approve the Handover Form and the Service Provider will be unable to commence Works at the Designated Lots. In

the event that the Service Provider fails to rectify such failure within the **thirty (30) days** period, the Authority may terminate this Agreement forthwith without prejudice to any right or claim it may have against the Service Provider and the Authority shall under no circumstances be liable for any damages, losses, costs or expenses that may be suffered by the Service Provider whether directly or indirectly under this Contract.

- 38.9 The Authority shall be entitled to make a demand on the Security Deposit Guarantee as soon as it is satisfied that the conditions for drawing on the Security Deposit have been fulfilled, notwithstanding that the Service Provider disputes the same.
- 38.10 The Service Provider shall be entitled to a refund for the Security Deposit on a pro-rated basis upon the Authority's written notice referred to in Clause 16.2.4 of the Specifications. For the avoidance of doubt, the Service Provider shall not be entitled to a refund of the Security Deposit on a pro-rated basis for any period during which any parking lot within the Designated Lot cannot be used by the Service Provider pursuant to the suspension or relocation of the Designated Lot(s) and/or Designated Car Park as described in Clauses 16.2 and 16.3 of the Specifications.
- 38.11 The Authority's rights under this Clause 38 shall be without prejudice to any other rights and remedies available to the Authority.
- 38.12 Where the Security Deposit is paid to the Authority via electronic funds transfer to the Authority's bank account, then subject to such deduction as may be made from it by the Authority, the Security Deposit shall be refunded without interest to the Service Provider within **six (6) months** from completion of all the Service Provider's obligations under the Contract.
- 38.13 In the Contract, "**Security Deposit Guarantee**" means a guarantee in the form set out in **Appendix A** issued by:
- (a) a bank or insurance company registered with the Monetary Authority of Singapore; or
 - (b) a licensed finance company registered with the Monetary Authority of Singapore,
- under which the issuer guarantees the fulfilment of the terms and conditions of the Contract by the Service Provider.

39. CONFIDENTIALITY AND SECURITY

- 39.1 Except with the written consent of the Authority, the Service Provider shall:
- (a) treat as strictly confidential and not disclose any Confidential Information to any person other than employees, servants and agents of the Service Provider or its Sub-Service Providers on a need-to-know basis for the purposes of performing the Service Provider's obligations under the Contract; and
 - (b) only use the Confidential Information for the sole purpose of performing the Service Provider's obligations under the Contract and shall not use it for any other purpose.
- 39.2 The Service Provider shall take all reasonable precautions in dealing with Confidential Information so as to prevent any unauthorised person from having such access to such Confidential Information. The Service Provider shall procure that all its employees, servants and agents and those of its Sub-Service Providers and agents to whom Confidential Information is to be made available observe the obligations contained in this Clause 39 and shall, at the request of the Authority, procure that each of its employees, servants and agents and those of its Sub-Service Providers and agents sign an undertaking to safeguard official information in the form set out in **Appendix B**, if they have not already done so.
- 39.3 The Service Provider, all its employees, servants and agents and those of its Sub-Service Providers and agents, and members of the Consortium 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 Authority.
- 39.4 For the purposes of this Clause 39, "**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 Authority;
 - (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,

but does not include information that is:

- (i) or has become public knowledge otherwise than through breach of agreement or other legal obligation or through the default or negligence of the Service Provider, his employees, servants, agents or Sub-Service Providers;
- (ii) lawfully in the possession of the Service Provider or already known to the Service Provider on a non-confidential basis prior to the Service Provider receiving or obtaining such information as a result of entering into the Contract, as evidenced by written records; or
- (iii) independently developed by the Service Provider.

39.5 The Service Provider 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 Service Provider 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, provided the Service Provider shall, to the extent practicably possible and permissible by law or regulations, give the Authority prompt and prior notice of any such requirement and shall cooperate with the Authority to limit the scope of such disclosure to the maximum extent legally possible.

39.6 No later than **two (2) months** from the termination or expiry of the Contract, the Service Provider shall:

- (a) return all Confidential Information received from the Authority for the purpose of the Contract and all documents and copies thereof produced in the course of performing its obligations under the Contract;
- (b) securely destroy and erase all softcopies of Confidential Information that exist in hard disk, removable storage media and other storage media or facility whatsoever; and
- (c) upon completion of the obligations under Clauses 39.6(a) and 39.6(b), the Service Provider shall provide a written confirmation that it has complied with Clauses 39.6(a) and 39.6(b).

39.7 The Service Provider shall immediately notify the Authority where the Service Provider becomes aware of any breach of this Clause 39 by its employees, servants, agents

and Sub-Service Providers and cooperate with the Authority to limit the extent and impact of such breach.

39.8 This Clause 39 shall survive the termination or expiry of the Contract.

40. DATA PROTECTION AND SECURITY

40.1 Data Protection

40.1.1 The Service Provider shall not, and shall ensure that all of its employees, agents and Sub Service Providers do not, access, monitor, use or process personal data obtained or held in connection with the Contract, except as reasonably necessary to perform its obligations under the Contract.

40.1.2 The Service Provider shall not, and shall ensure that all of its directors, officers, personnel, employees, servants, agents and Sub- Service Providers shall not, disclose any personal data obtained or held in connection with the Contract without the prior consent of the Authority. Any request for the Authority's consent under this Clause 40 must include an explanation of why the proposed disclosure is necessary for the purposes of fulfilling the Service Provider's obligations under the Contract.

40.1.3 The Service Provider shall not cause or permit personal data obtained or held in connection with the Contract to be processed, stored, accessed or otherwise transferred outside Singapore, or allow parties outside Singapore to have access to it, unless with the prior written consent of the Authority and subject to such conditions as the Authority may impose. Any request for the Authority's consent under this Clause 40 shall include an explanation of why the proposed transfer is necessary for the purposes of fulfilling the Service Provider's obligations under the Contract. If consent is granted, the Service Provider shall provide a written undertaking that the personal data which is transferred outside Singapore will be protected to a comparable standard as it is protected under the Personal Data Protection Act 2012.

40.1.4 The Service Provider shall immediately notify the Authority when it becomes aware of a breach of Clause 40.1.1 to 40.1.3 by itself or any Sub-Service Provider.

40.1.5 The Service Provider shall immediately notify the Authority as soon as it becomes aware that a disclosure of personal data may be required by law and cooperate at its own costs with the Authority's reasonable requests and directions.

40.1.6 The Service Provider shall ensure that all personal data obtained or held in connection with the Contract and any copies thereof, regardless of the medium of storage, and

which is no longer necessary for the purposes of its performance of the Contract is destroyed.

40.1.7 No later than **two (2) months** from the termination or expiry of the Contract, the Service Provider shall:

- (a) return all Confidential Information received from the Authority for the purpose of the Contract and all documents and copies thereof produced in the course of performing its obligations under the Contract;
- (b) securely destroy and erase all softcopies of Confidential Information that exist in hard disk, removable storage media and other storage media or facility whatsoever; and

within **two (2) months**. Any personal data that is retained by the Service Provider after such personal data is no longer necessary for the purposes of its performance of the Contract, or without the written authorisation of the Authority, is a breach of the Contract. No later than **two (2) months** from the termination or expiry of the Contract, the Service Provider shall provide a written confirmation that it is no longer in possession of any personal data obtained or held in connection with the Contract or copies thereof, regardless of the medium of storage.

40.2 Security

40.2.1 The Service Provider shall take all reasonable measures to ensure that personal data held in connection with the Contract is protected against loss or damage (whether accidental or otherwise), and against unauthorised access, use, modification, disclosure or other misuse in accordance with the procedures set out in **Appendix B** and that only authorised personnel shall have access to the data. The Contractor shall not vary the security procedures set out in **Appendix B** without the prior written approval of the Authority.

40.2.2 The Service Provider shall, in respect of any personal data held by it in connection with the Contract, comply with any reasonable requests, directions or guidelines of the Authority relating to the handling of personal data.

40.2.3 The Service Provider shall immediately notify the Authority when it becomes aware of a breach of Clause 40.2.1 by itself or any Sub Service Provider.

40.3 **Definitions**

For the purposes of this Clause 40, the words “personal data” shall have the same meaning in the Contract as its definition in the Personal Data Protection Act 2012 (No. 26 of 2012).

40.4 **Survival**

This Clause 40 shall survive the termination or expiry of the Contract.

41. LOSSES

41.1 Without prejudice to other provisions of the Contract, the Service Provider shall not do or omit or suffer to be done or omitted any act, matter or thing in or on the Designated Lots or in respect of the operations, business, trade or industry carried out or conducted therein which shall contravene the provisions of any laws, by laws, orders, rules or regulations now or hereafter affecting the same but to comply with all such provisions and subject to Clause 41 at all times hereafter to indemnify and keep indemnified the Authority against all Losses suffered or incurred by the relevant Authority arising out of or in connection with any act, matter or thing done or omitted to be done in contravention of such provisions.

41.2 Subject to paragraph 3 in **Appendix C**, the Service Provider shall, at all times, indemnify and keep indemnified the relevant Authority against all Losses suffered or incurred by the Authority for any loss of life, personal injury or damage to property, arising from or in connection with the use or occupation of the Designated Lots, or any default or enforcement of any these Conditions.

41.3 The Service Provider remains in occupation of the Designated Lots at its own risk. The relevant Authority accepts no liability whatsoever for any injury or damage suffered by the Service Provider, its employees, agents or any other person as a result of such occupation, regardless of the cause of such injury or damage unless such injury or damage arose as a result of the Authority’s act, negligence and/or wilful default and/or the dishonesty of its servants or agents.

41.4 Subject to paragraph 3 in **Appendix C**, the Service Provider shall hold the Authority harmless and shall keep the Authority fully indemnified at all times from and against any claims, demands, actions, proceedings, damages, costs, expenses, losses and other liabilities whatsoever, including but not limited to legal costs, which the relevant Authority may incur in connection with this Contract (including the use and occupation

of the Designated Lots and the installation and operation of the Charging Infrastructure) provided always that any such claims, demands, actions, proceedings, damages, costs, expenses, losses and other liabilities whatsoever, including but not limited to legal costs, were caused by or arose as a result of:

- (a) the act, negligence and/or wilful default of the Service Provider or its employees or its agents or its contractors; or
- (b) the Charging Infrastructure or any equipment, machinery, material or thing installed at, brought onto or left at any Designated Car Parks and/or Designated Lots, or any place in the vicinity of any Designated Car Parks and/or Designated Lots by the Service Provider or its employees or its agents or its contractors.

41.5 Where the Authority sustains, incurs, pays or suffers any Losses not covered by Clauses 41.1, 41.2, 41.3 and 41.4, the Service Provider shall indemnify and keep indemnified the Authority against any and all Losses sustained, incurred, paid by or suffered by the Authority arising out of or in connection with any act or omission on the part of the Service Provider, Sub-Service Provider or any of their directors, officers, personnel, employees, servants or agents (the “**Service Provider Parties**”) unless the Service Provider can show that:

- (a) it is not due to the Service Provider’s breach, failure or delay in the performance of the Contract; and
- (b) it is not due to the negligent, unlawful or wrongful action or omission, fraud, bad faith, wilful misconduct or breach of any duty of any of the Service Provider Parties.

41.6 If any claim is commenced against the Authority that may give rise to a claim against the Service Provider under Clause 41.1, notice thereof shall be given to the Service Provider as soon as practicable.

41.7 Upon receipt of such notice, if required by the Authority, the Service Provider shall immediately take control of the defence and investigation of such claim and shall employ and engage attorneys reasonably acceptable to the Authority to handle and defend the same, at the Service Provider’s sole cost and expense.

41.8 In the event the Service Provider takes control of the defence and investigation of the claim, the Authority shall co-operate, at the cost of the Service Provider, in all

reasonable respects with the Service Provider and its attorneys in the investigation, trial and defence of such claim and any appeal arising therefrom; provided, however, that this will not limit the Authority's right to participate, at the Service Provider's cost and expense, through their attorneys or otherwise, in such investigation, trial and defence of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the Service Provider shall be entered into without the consent of the Authority.

41.9 Notwithstanding anything to the contrary in the Contract, the Authority shall, at all times, have the right to defend the claim in such manner as it may deem appropriate, at the sole cost and expense of the Service Provider. If required by the Authority, the Service Provider shall immediately relinquish control of the defence and investigation of such claim.

41.10 This Clause 41 shall survive the termination or expiry of the Contract.

42. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

42.1 Nothing in the Contract shall affect any person's right to own or licence Background IP.

42.2 The Authority agrees that all rights, title to or interest in, all Foreground IP created by the Service Provider shall vest in the Service Provider.

42.3 In consideration of the Authority agreeing to the vesting of the Foreground IP in the Service Provider:

(a) the Service Provider hereby grants to the Authority, the Government of the Republic of Singapore as a whole including all its ministries, Statutory Boards, government departments and organs of state, its agents and contractors, free of any additional charge, an irrevocable, Singapore, perpetual, non-exclusive licence to copy, adapt, use, modify and reproduce all Foreground IP (including all future Foreground IP) in connection with:

- (i) the use of any Goods or Services;
- (ii) the repair, maintenance, refurbishment, reproduction, modification, adaptation, integration or development of any Goods or Services;
- (iii) the use, reproduction or adaptation of any documentation delivered under the Contract; or

(iv) in the event of a termination pursuant to Clause 18.1 and 18.2, the obtaining of the remaining Goods and Services to be provided under the Contract as contemplated under Clause 18.5(d),

((i) to (iv), the “**Permitted Uses**”);

(b) the Service Provider shall procure that its Sub Service Provider and suppliers grant to the Authority, the Government of the Republic of Singapore as a whole including all its ministries, Statutory Boards, government departments and organs of state, its agents and contractors, free of any additional charge, an irrevocable, Singapore, perpetual, non-exclusive licence, to use, modify and reproduce all Foreground IP which is or becomes vested in the Sub Service Providers or the Service Provider’s suppliers in connection with the Permitted Uses.

42.4 The Service Provider:

(a) hereby grants to the Authority, the Government of the Republic of Singapore as a whole including all its ministries, Statutory Boards, government departments and organs of state, its agents and contractors, free of any additional charge, a Singapore, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Service Provider in connection with the Permitted Uses; and

(b) shall procure that its Sub Service Providers and suppliers grant to the Authority, the Government of the Republic of Singapore as a whole including all its ministries, Statutory Boards, government departments and organs of state, its agents and contractors, free of any additional charge, a Singapore, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to such Subcontractor or supplier in connection with the Permitted Uses.

42.5 Nothing in Clause 42 shall give the Service Provider any right, title or interest in or to any IP in any results, report, data or information generated or produced by the Authority or another person on behalf of the Authority as a result of the Contract. The title to all IP in any such results, report, data or information generated or produced by the Authority or another person on behalf of the Authority as a result of the Contract shall be owned by the Authority.

42.6 If the Service Provider, its Sub Service Provider or supplier intends to sell or transfer its Background IP or Foreground IP, the Service Provider shall ensure that:

- (a) the purchaser of the Background IP or Foreground IP and every successor in title to the interest in the Background IP or Foreground IP (each, a **“Purchaser”**):
 - (i) has prior written notice of this Clause 42; and
 - (ii) undertakes to the Authority in writing that it will comply with this Clause 42.6 in all respects as if references to “the Service Provider” had referred to the Purchaser; and
- (b) such sale or transfer is subject to the licences granted or required to be granted under this Clause 42.

42.7 The Service Provider undertakes to do all acts and things and sign and execute all such documents as the Authority may reasonably request to perfect, protect or enforce any of the rights granted or promised to the Licensee under this Clause 42. Without prejudice to the generality of the foregoing, if any licence granted under or pursuant to this Clause 42 is registrable under any IP registration system in Singapore, the Contractor shall:

- (a) register the licence under the IP registration system in Singapore; and
- (b) deliver copies of documentary proof of such licence registration to the Authority as soon as possible.

42.8 In the Contract:

“Background IP” means IP in or in connection with the Goods or Services, which is created prior to or independently of the Contract.

“Foreground IP” means IP (including future IP) which results from or is generated pursuant to or for the purpose of the Contract.

“Authority” means the Authority and the Government of the Republic of Singapore as a whole including all its ministries, government departments and organs of state.

42.9 This Clause 42 shall survive the termination or expiry of the Contract.

43. INTELLECTUAL PROPERTY INDEMNIFICATION

43.1 The Service Provider:

- (a) represents, warrants and undertakes to the Authority that all Goods and Services supplied by the Service Provider and all IP used or introduced by the Service Provider in the course of performing its obligations under the Contract do not infringe any rights or interests of any third party in IP; and
- (b) shall give the Authority prompt notice in writing of any claim of infringement of any such rights or interests made by any third party.

43.2 The Service Provider shall indemnify the Authority and its officers against all Losses which the Authority or its officers may at any time and from time to time incur or suffer by reason of:

- (a) any breach of Clause 43.1; or
- (b) any claim of infringement or alleged infringement of any IP used or introduced by the Service Provider in the course of performing its obligations under the Contract.

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

43.4 The Authority shall, if requested but at the Service Provider's expense, provide the Service Provider with reasonable assistance in conducting the defence of such claim.

43.5 If any of the Goods or Services supplied by the Service Provider or IP used or introduced by the Service Provider in the course of performing its obligations under the Contract is alleged to infringe the rights or interests of third parties in IP, the Authority may (in addition to and without prejudice to all other rights or remedies available), at the option of the Authority, require the Service Provider, at the Service Provider's own expense, to:

- (a) procure for the Authority the right to continue using the same;
- (b) replace or modify the same so as to avoid the infringement but still meeting the obligations of the Service Provider under the Contract (in which event the

Service Provider shall compensate the Authority for any Losses sustained or incurred by the Authority in connection with such replacement or modification);
or

- (c) pay the Authority a sum equivalent to the purchase price of items functionally equivalent to the infringing items upon the return of the infringing items to the Service Provider.

43.6 All royalties and fees claimable by or payable to any person for or in connection with any IP used or required to be used in connection with the performance of the Service Provider's obligations under the Contract shall be deemed to be included in the Contract Price and shall not be further borne by the Authority.

43.7 For the purposes of this Clause 43, "**Authority**" shall include the Authority, the Government of the Republic of Singapore as a whole including all its ministries, Statutory Boards, government departments and organs of state, its agents and contractors (as defined in Clause 42 (Ownership of Intellectual Property Rights)).

43.8 This Clause 43 shall survive the termination or expiry of the Contract.

44. COMMENCEMENT AND DURATION OF CONTRACT

44.1 Each of the Contracts for the provision of Electric Vehicle Charging Infrastructure is for a Service Period no longer than twelve (12) years. The commencement date for the Service Period of each of the Contracts shall be one (1) week from the date of the Letter of Acceptance for the Contract which is issued by the Authority to the Service Provider. Installation of the Charging Infrastructure is to be completed within twelve (12) months from the date of the Letter of Acceptance.

44.2 Each License Period for a location shall commence on the date of the signing of the Handover Form for a period of three (3) years ("**Initial Term**"). Subject to Clause 44.1, the license shall be automatically renewed for successive three (3) years period thereafter (each a "**Renewal Term**").

44.3 All License Periods shall end twelve (12) years from the date of commencement of the Service Period or unless terminated in accordance with the Clause 18 of the Conditions of Contract or the Service Provider provides the Authority at least one (1) year's prior notice in the Renewal Term. The Authority confirms that, as at the date of this Tender, the Authority is not aware of any schemes, plans and/or projects slated for launch by

the Authority within the next twelve (12) years that would prevent and/or impact the commercial exploitation of the Designated Lots.

45. INSURANCE

45.1 The Service Provider:

- (a) shall at all times, at its cost and expense, procure and maintain with reputable licensed insurers, the insurance coverage set out in **Appendix C**;
- (b) shall, if required by the Authority, deliver to the Authority evidence that the Service Provider has maintained each of the insurances required to be maintained under this Clause 45; and
- (c) shall, and shall use its best endeavours to procure that the insurer shall, give to the Authority at least **one (1) month** (or such shorter period as may be agreed between the Service Provider and the Authority) prior notice of any cancellation or material change.

45.2 Each of the insurances required to be maintained under this Clause 45 shall:

- (a) be taken out in the joint names of the Service Provider and the Authority or, be noted, by endorsement on such insurances (in such form as may be reasonably acceptable to the Authority), with the interest of the Authority;
- (b) name the Authority as loss payee or beneficiary;
- (c) acknowledge that the Service Provider is the sole party liable to pay the premiums in respect thereof; and
- (d) provide that such insurances may not be altered or amended without the prior consent in writing of the Authority.

46. EXIT MANAGEMENT

- 46.1 During the Transition Period, the Service Provider shall, at its cost and expense, make available to the Authority and any third party succeeding the Service Provider appointed by the Authority ("**Incoming Service Provider**") such documents and records and provide such assistance (including briefings and training) as the Authority or the Incoming Service Provider may reasonably require to allow an orderly transition to the Incoming Service Provider with minimal disruption.

- 46.2 The Service Provider shall, at its cost and expense, carry out the Exit Plan:
- (a) within **four (4) months** of written notification from the Government; or
 - (b) in the event that the Contract is terminated for any reason whatsoever, immediately upon notice of termination.
- 46.3 The Service Provider shall carry out the Exit Plan in accordance with the Specifications and the timeline stated in the Exit Plan.
- 46.4 In the Contract:
- “Exit Plan”** means the exit plan approved by the approved by the Authority pursuant to Clause 16.7 of the Specifications; and
- “Transition Period”** means:
- (a) the period of **six (6) months** before the expiry or termination of the Contract; or
 - (b) where the notice period for termination of the Contract is shorter than the period referred to in Clause 46.4(a), the period of **six (6) months** commencing from the date of notice of such termination.
- 46.5 This Clause 46 shall survive the termination or expiry of the Contract.

47. INSPECTION

- 47.1 The Service Provider shall allow the Authority or relevant authorities, whether with or without the necessary appliances and tools, to conduct investigations, audits or inspections, or for such other purposes as the Authority deems fit, at any location in which the Service Provider is providing or has provided Goods and Services under the Contract, for the purpose of ensuring proper compliance with the Contract. The costs of conducting any such investigation, audit or inspection shall be borne by the Service Provider.
- 47.2 The Service Provider shall cooperate with and provide all support, information and assistance necessary to the Authority or the auditor (including access to the Service Provider’s financial records) for the conduct of the investigations, audits or inspections referred to in Clause 47.1 at no charge to the Authority. The Authority reserves the right to conduct spot-checks on the Service Provider for the purpose of such investigations, audits or inspections.

47.3 All investigations, audits or inspections referred to in Clause 47.1 shall be in the form of a government audit, or a third-party audit conducted by a reputable audit firm acceptable to the Authority.

48. QUALITY ASSURANCE AND INSPECTION OF GOODS AND SERVICES

48.1 The Service Provider shall employ a quality system (the “**QS**”) to ensure that the Goods and Services meet the minimum quality requirements (the “**QR**”) are met.

48.2 The Service Provider shall appoint a quality management representative (the “**Quality Management Representative**”) who shall be responsible for ensuring that the Goods and Services meet the QR. The Service Provider shall inform the Authority in writing of such appointment within **one (1) month** after the date of the Letter of Acceptance.

48.3 The Authority shall have the right, after giving the Service Provider **twenty-one (21)** days’ notice, to carry out an audit of the QS as well as whether the Goods and Services meet the QR (the “**Quality Audit**”) both at the Service Provider’s and its Sub-Service Providers’ factories, premises and facilities (the “**Audit Premises**”). The Service Provider shall make the necessary arrangements to enable the Authority’s representatives to conduct the Quality Audit.

48.4 The Service Provider shall provide, and shall procure that its Sub-Service Providers provide, the Authority’s representatives free access to the Audit Premises during the Quality Audit and make available all inspection equipment required by the Authority’s representatives to conduct the Quality Audit. The Service Provider shall provide, and shall procure that its Sub-Service Providers provide, personnel to operate such inspection equipment and verify their accuracy and condition as required by the Authority.

48.5 If results of the Quality Audit reveal that the Service Provider or its Sub-Service Providers are not in compliance with the QS or that any of the Goods and Services do not meet the QR, the Service Provider shall, upon notice of such non-compliance from the Authority, at its own expense take immediate corrective action to ensure strict compliance and provide objective evidence that the corrective action taken is effective in remedying the non-compliance.

48.6 The Service Provider shall as and when deemed necessary by the Authority, at the Service Provider’s own expense, conduct periodic quality audits of the QS and whether the Goods and Services meet the QR. The Service Provider shall submit a report

containing the results of such audit (including specific quality records) to the Authority within **twenty-one (21)** days from the date of completion of such audit.

49. INSPECTION OF GOODS IF REQUIRED BY THE AUTHORITY

49.1 Where inspection of any of the Goods (whether completed or in the course of production) is required by the Authority, the Service Provider shall give the Authority full and free access to such Goods and all reasonable facilities as and when required for the purpose of inspection.

50. MINIMUM QUANTITY

50.1. Any statement of the estimated quantities of Goods required during the period of the Contract are approximate only and merely for the information of the Service Provider. The Authority shall be under no obligation to purchase any such Goods.

51. OBSOLETE PRODUCT

51.1 The Service Provider shall promptly notify the Authority in writing at least **twelve (12) months** prior to any of the Goods becoming obsolete (each, an "**Obsolete Product**"), and shall propose an equivalent or improved model to the Authority (the "**Equivalent Product**") at the same or lower price than that payable for the Obsolete Product for the Authority's approval.

a. If the Authority grants its approval in writing that the proposed Equivalent Product shall replace the Obsolete Product, the Obsolete Product shall be deemed to be replaced by such approved Equivalent Product in the Contract, at the approved prices with effect from the date of such written approval (the "**Replacement Date**"). For the avoidance of doubt, if the Authority does not grant its approval in writing, the Service Provider is obliged to continue providing such Obsolete Product until the Authority grants its approval for an equivalent or improved model to replace such Obsolete Product.

Appendix A**FORM OF SECURITY DEPOSIT GUARANTEE****CONTRACT REFERENCE NO.:** _____

To: Urban Redevelopment Authority/ Housing & Development Board/ National Parks Board/ People's Association/ Jurong Town Corporation* (delete where appropriate) (the "**Authority**")

Whereas on the ____ day of _____ an agreement (the "**Contract**") was made between _____ (name of Service Provider) of _____ (address) (the "**Service Provider**") of the one part and the Authority of the other part whereby the Authority agreed to _____ (state nature of contract) for the sum of Singapore Dollars _____ (S\$ _____) (the "**Contract Price**").

And Whereas the Service Provider is required under the Contract to pay ____ as a security deposit for the due and faithful performance of its obligations under the Contract.

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

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

- 1 We shall unconditionally pay to the Authority any sum or sums up to a maximum aggregate of Singapore Dollars _____ (S\$ _____) (the "**Guaranteed Sum**") upon receiving your written notice of claim for payment made pursuant to Clause 4 of this Guarantee without any proof of actual default on the part of the Service Provider and without need to satisfy any other condition.
- 2 We shall not be discharged or released from this Guarantee by any arrangement between the Authority and the Service Provider with or without our consent, or by any other or further arrangement between the Service Provider and us with or without the Authority's consent, or by any alteration in the obligations undertaken or to be undertaken by the Service Provider or by any forbearance on the Authority's part whether as to payment, time, performance or otherwise.
- 3 Our liability under this Guarantee shall continue and this Guarantee shall remain in full force and effect from [*insert effective date:* _____] until [*insert expiry*

date: _____] [*insert if expiry date is subject to automatic extension*¹: provided always that the expiry date of this Guarantee and our liability under this Guarantee shall be automatically extended for successive periods of [*specify duration of each extension*: _____ days/months] unless we give you **ninety (90) days'** written notice prior to the expiry of our liability (the "**Notice Period**") of our intention not to extend this Guarantee in respect of any future extension and provided further that you shall be entitled –

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

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

- 4 This Guarantee is conditional upon a claim being made by the Authority at any time and as many times as the Authority may deem fit by way of a notice in writing addressed to us and the same being received by us at [*insert address of Bank's notification office*: _____] before the end of **six (6) months** after the expiry of this Guarantee.
- 5 We shall be obliged to effect the payment required under such a claim within **thirty (30) business days** of our receipt of the written notice from the Authority. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon the Authority's written notice received by us as final and conclusive. For the purposes of this Guarantee, "**business day**" means a day other than a Saturday, Sunday, or public holiday in Singapore.
- 6 The Authority may make more than one claim on this Guarantee so long as the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

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

- 7 This Guarantee is issued subject to the laws of the Republic of Singapore and the exclusive jurisdiction of the Singapore courts.
- 8 A person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of this Guarantee.

Dated this _____ day of _____

AS WITNESS our hand

Signed by: _____ (Name and designation of officer)

for and on behalf of the

(Name of Bank)

(Signature)

in the presence of:

Name _____

Designation _____

(Signature of Witness)

Appendix B**UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION****CONTRACT REFERENCE NO:** _____

To: Urban Redevelopment Authority/ Housing & Development Board/ National Parks Board/ People's Association/ Jurong Town Corporation * (delete where appropriate) (the "**Authority**")

- (A) My attention has been drawn to the Official Secrets Act (Chapter 213, Revised Edition 2012) and in particular to section 5 thereof which relates to the safeguarding of official information.
- (B) I understand and agree that all official information acquired by me in the course of my work and consultancy with any government department, statutory board or government-owned company is strictly confidential in nature, and undertake not to publish or communicate such information to any unauthorised person in any form at any time, without the official sanction of the Chief Executive Officer of Urban Redevelopment Authority.
- (C) I shall ensure that any other person who is authorised by me to have access to any official information shall similarly sign an undertaking to safeguard official information.
- (D) I undertake to return any document received from the Government of Singapore, any other copies made or reproduced from such document or part thereof whenever required by the Government.
- (E) I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the Official Secrets Act or civil proceedings.

..... (Signature) (Full name in BLOCKS and NRIC)
..... (Designation) (Name of Company)
..... (Date)	
..... (Signature of WITNESS) (Full name in BLOCKS)
..... (Designation) (Name of Company)

Appendix C**INSURANCE**

- 1 The Service Provider is to indicate the proposed insurance coverage plan that it plans to take out and maintain at its own expense if awarded. This insurance coverage plan will minimally include full and comprehensive insurance for Public Liabilities and Work Injury Compensation Policies [Schedule 1] against all losses, liabilities, claims by third parties, damages, costs and expenses of any and every kind (including any legal fees and expenses) which the Authority and Government may incur or be subjected to and arising out of or attributed to directly or indirectly, the provision of the Charging Infrastructure.
- 2 The Service Provider:
 - (b) shall, at all times, indemnify and keep indemnified the Authority against all Losses suffered or incurred by the Authority for any loss of life, personal injury or damage to property, arising from or in connection with the use or occupation of the Designated Lots, or any default or enforcement of any provision of the Service.
 - (c) shall at all times, at its cost and expense, procure and maintain throughout the duration of this Service Period or any extensions (if any) thereof such insurance policy/(ies) ("Policy) with reputable licensed insurers:
 - (i) to cover the liabilities of the Service Provider in respect of damage to property, caused by the Service Provider, its employees, contractors or agents; and
 - (ii) to cover the liabilities of the Service Provider in respect of death or personal injuries including but not limited to any liability of the Licensee under the Singapore Workmen's Compensation Act (Cap. 354) or any subsequent modification or amendment there
 - (d) shall be solely responsible for and shall take all necessary measures to ensure public safety in connection with the occupation and use of the Designated Lots and their Charging Infrastructure.
 - (e) shall adopt and implement all reasonable precautions against the hazard of electrocution and shall comply with all recommendations/requirements of the Authority and other competent authorities in relation to fire safety measures as well as precautionary measures against any other hazards.

- 3 The Service Provider shall maintain public liability insurance to the value of Singapore dollars fifteen million (SGD 15,000,000) per event, subject to an overall aggregate of Singapore dollars fifteen million (SGD 15,000,000) per calendar year, and to produce the insurance certificate of such insurance to the Authority and relevant agencies on demand (but no more than once a calendar year).
- 4 Subjected to point 5, the Service Provider's liability arising under or in any way arising out of or in connection with any breach of or non-compliance with the provisions of this Agreement (including any and all licenses) shall be maintained to the value of Singapore dollars fifteen million (SGD 15,000,000) per event, subject to an overall aggregate of Singapore dollars fifteen million (S\$15,000,000) per calendar year, whether such liability arises in contract, tort, negligence, breach of statutory duty, through indemnification of otherwise in any way, and to produce the insurance certificate to the Authority on demand (but no more than once a calendar year).
- 5 Nothing in the Agreement will exclude or limit a Party's liability for personal injury or death resulting from its negligence or for any matter for which it would be illegal for a party to exclude or limit or to attempt to exclude or limit its liability.
- 6 Subjected to point 3, the Service Provider shall make good at its own cost and expense and to the satisfaction of the Authority, any damage or deterioration occasioned to the Designated Lots or any part thereof or any adjacent or neighbouring property of the Authority or the Government of Singapore caused by or arising as a result of:
 - (a) any act, willful default or negligence of the Service Provider or its contractors or employees; or
 - (b) the Charging Infrastructure or any equipment, machinery, material or thing installed at, brought onto or left at any Designated Car Park, or any place in the vicinity of any Designated Car Park by the Service Provider or its agents, contractors or employees,and shall keep the Authority and/or the Government of Singapore fully indemnified from and against all actions, costs, claims and liabilities whatsoever in respect thereof.
- 7 The Authority undertakes no responsibility in respect of any life, health, accident, travel and other insurances which may be necessary or desirable for the personnel of authorised subcontractors and specialists associated with the Service Provider for the purpose of this tender, nor for such members of the family of any such person.

Schedule 1

INSTRUCTION ON WORK INJURY COMPENSATION POLICY

1. The Policy shall be issued in the prescribed form attached (Please do not re-type).
2. The Policy shall include the following requirements:
 - (a) The Insured shall be "(Name of Contractor to insert)" as Contractor and all his sub-Service Providers, and the (Name of Employer to insert) as Principal FTRR & I".
 - (b) The period of insurance shall commence from the date the site is handed over to the Service Provider and shall end upon the expiry of the Service Period.

WORK INJURY COMPENSATION POLICY

WHEREAS the Insured carrying on the Business described in the SCHEDULE and no other for the purpose of this insurance by an application which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Insurer for the insurance hereinafter contained and has paid or agreed to pay the Premium stated in the Schedule as consideration for such insurance.

NOW THIS POLICY WITNESSETH that if any workman in the Insured's employment shall sustain personal injury by accident or disease caused during the Period of Insurance and arising out of and in the course of his employment by the Insured in the Business, the Insurer will subject to the terms exceptions conditions and warranties, and any memorandum if applicable, contained herein or endorsed hereon (all of which are hereinafter collectively referred to as the Terms of this Policy) indemnify the Insured against all sums for which the Insured shall be liable to pay compensation either under the Legislation or at Common Law, and will in addition pay all costs and expenses incurred by the Insured with the written consent of the Insurer.

In the event of the death of the Insured the Insurer will indemnify the Insured's legal personal representatives in accordance with the Terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were the Insured observe comply fulfil and be subject to the Terms of this Policy in so far as they can apply.

JURISDICTION

1. This Policy shall be governed by the laws of the Republic of Singapore.
2. The indemnity under this Policy shall not apply in respect of judgements which are not in the first instance delivered by or obtained from a court of tribunal of competent jurisdiction within the Republic of Singapore.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Policy or any endorsement hereon shall affect:

- (a) the right of any person entitled to indemnity under this Policy; or
- (b) the right of any other person to recover compensation,

under or by virtue of the Legislation.

BUT the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the Legislation.

EXCEPTIONS

The Insurer shall not be liable in respect of:

- (a) the Insured's liability to employees of independent contractors engaged by the Insured;
- (b) any employee of the Insured who is not a "workmen" within the meaning of the Legislation unless such employee of the Insured is covered under this Policy by virtue of Clauses 11 and 12 of the Conditions;
- (c) any injury by accident or disease attributable to war hostilities (whether war be declared or not) invasion act of foreign enemies rebellion revolution insurrection or military or usurped power or civil war;
- (d) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
 - ii. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- (e) any injury to any employee of the Insured resulting from an accident if it is proved that the injury to the employee is directly attributable to the employee having been at the time thereof under the influence of alcohol or a drug not prescribed by a medical practitioner unless the Insured is liable under the Legislation;
- (f) any incapacity or death resulting from a deliberate self-injury or the deliberate aggravation of an accidental injury.

CONDITIONS

1. This Policy and the SCHEDULE shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the SCHEDULE shall bear such specific meaning wherever it may appear.
2. In so far as it is not prohibited by the Legislation the Insured shall at all times observe, comply and fulfil the Terms of this Policy.
3. The truth of the statements and answers in the application shall be conditions precedent to any liability of the Insurer to make any payment under this Policy and shall be the basis of this contract.
4. Every notice or communication to be given or made under this Policy shall be delivered in writing to the Insurer.
5. The Insured shall take all reasonable precautions to prevent accidents and disease to the Insured's workman and shall comply with all statutory obligations and requirements.
6. (a) In the event of any accident which may give rise to a claim under this Policy, the Insured shall give notice of the accident in accordance with the time limits set out by the Legislation to the Insurer with full particulars.

(b) In the case of any disease which may give rise to a claim under this Policy the Insured shall give notice of the discovery of the disease to the Insurer within 30 days of his discovery.

(c) Every letter claim writ summons and process shall be notified or forwarded to the Insurer immediately on receipt. Notice shall also be given to the Insurer immediately the Insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such accident or disease.
7. No admission offer promise or payment shall be made by or on behalf of the Insured without the written consent of the Insurer. The Insurer shall be entitled if it so desires to take over and conduct in the Insured's name the defence or settlement of any claim or to prosecute in the Insured's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give such information and assistance as the Insurer may require.

8. The Insurer may cancel this Policy by giving thirty (30) days' notice by registered letter to the Insured at his last known address and in such event the Insurer will return to the Insured the premium paid less the actual premium payable for the period during which the Policy had been in force subject to a minimum premium payment of #\\$_____ by the Insured.

This Policy may be cancelled at any time by the Insured by giving seven (7) days' written notice to the Insurer and provided no claim has arisen during the period which the Policy had been in force the Insured shall be entitled to a return of premium subject to a minimum premium payment of #\\$_____ by the Insured and subject to any adjustment of premium required by the terms or conditions of this Policy.

9. This Policy shall cover all # _____ 's insurance obligations with regard to Work Injury Compensation stated in the Contract between the _____ (*Name of Employer to insert*) and _____ (*Name of Contractor to insert*).

10. (i) In the event of any workman employed by the within Insured or by the Insured's Contractors as referred to in (ii) hereon or any dependant of such workman, bringing or making a claim under any Work Injury Compensation Act for the time being in force in Singapore or at Common Law against the Principal (*Name of Employer to insert*) for personal injury or disease sustained whilst at work on any Contract covered by this Policy which the Insured may be carrying out for the Principal (*Name of Employer to insert*) the Insurer will indemnify the said Principal (*Name of Employer to insert*) against such claim and any costs charges and expenses in respect thereof. Provided always that the Insurer shall be entitled to have the sole conduct and control of all proceedings connected with claims covered by this. Nothing herein shall be construed as affecting the Insured's right to recover damages in any other way under the said Legislation.

(ii) The indemnity herein granted is intended to cover the legal liability of the Insured to workmen in the employment of contractors performing work for the Insured while engaged in the business and occupation in respect of which the Policy is granted but only so far as regards claims under any Work Injury Compensation Act for the time being in force in Singapore or at Common Law.

11. In consideration of premium being paid in respect of employees of the Insured in an Occupation described in the Schedule who are not a workman within the meaning of the Legislation it is hereby agreed that the Insurer will not in the event of any accident

or disease arising out of and in the course of their employment by the Insured in the Business raise the defence that such employee is not a workman within the meaning of the Legislation.

12. In consideration of premium being paid in respect of employees of the Insured in an Occupation described in the Schedule who are not a workman within the meaning of the Legislation it is hereby agreed that the Policy is extended to indemnify the Insured in respect of the Insured's liability at common law for any accident or disease arising out of and in the course of their employment by the Insured in the Business.
13. All disputes or differences under this Policy shall be referred to Arbitration in accordance with the Arbitration Act (Chapter 10) or any statutory re-enactment thereof. The making of an Award by an Arbitrator or Arbitrators as hereinbefore specified shall be a condition precedent to any right of action against the Insurer.
14. At any time after the happening of any accident or disease giving rise to a claim or series of claims under this Policy the Insurer may pay to the Insured the full amount of the Insurer's liability and relinquish the conduct of any claim defence or proceedings and the Insurer shall not be responsible for any damage loss or liability alleged to have been caused to the Insured in consequence of any alleged act or omission of the Insurer in connection with such claim defence or proceedings or of the Insurer relinquishing such conduct nor shall the Insurer be liable for any costs or expenses whatsoever incurred by the Insured or any claimant or other person after the Insurer shall have relinquished such conduct.

INTERPRETATION

1. ALL references to "Legislation" in this Policy shall mean the Work Injury Compensation Act (Cap 354), amendments and re-enactments thereof and any regulations made thereunder.
2. Words used in the Policy shall have the same meanings as that defined in the legislation.

WARRANTY

The Insured warrants that in the event of any failure by him to comply with any of the Terms of this Policy, he shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the Legislation.

To be filled in by Insurer

PREMIUM WARRANTY CLAUSE

1. Notwithstanding anything herein contained to the contrary, and subject only and without prejudice to Clause 2 hereinafter set out, it is hereby declared and agreed that it is a condition precedent to liability under this Policy, Renewal Certificate, endorsement or Cover Note that any premium due must be paid and actually received in full by the Insurer, the registered broker or registered agent through whom this Policy was effected:

(a) when the period of insurance is 60 days or more, within SIXTY (60) days from the:

- i) INCEPTION date of the coverage under the Policy, Renewal Certificate or Cover Note; or
- ii) EFFECTIVE date of the coverage stated on each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note when the effective date of coverage stated on the Endorsement is on or after the issuance date of the Endorsement; or
- iii) ISSUANCE date of each Endorsement, if any, issued under the Policy, Renewal Certificate or Cover Note where the effective date of coverage under the Endorsement is before the issuance date;

OR

b) Where the total premium under any single Policy exceeds # \$_____ and the Insurer has allowed payment of that premium by instalments within SIXTY (60) days from the:

- i) INCEPTION date of the cover under the Policy, Renewal Certificate or Cover Note for the first instalment and thereafter from the agreed dates on which the subsequent instalments become payable; or
- ii) EFFECTIVE date of coverage of any Endorsement issued under such Policy, for the first instalment and thereafter from the agreed dates on which the subsequent instalments become payable;

OR

- c) when the period of insurance is LESS than SIXTY (60) days, within the period of insurance specified in the Policy, Endorsement, Renewal Certificate or Cover Note.
2. In the event any of the abovementioned premium is not paid in full to the Insurer, registered broker or registered agent as described above in the manner and within the time stipulated above (the "premium warranty period"), the cover under this Policy, Renewal Certificate, Endorsement or Cover Note shall be deemed to have terminated from the expiry of the premium warranty period and the Insurer shall be discharged from all liability therefrom but without prejudice to any liability incurred before that date and the Insurer will be entitled to a pro-rata time on risk premium subject to a minimum of # _____.

To be filled in by Insurer