

PART 1 - SECTION B
CONDITIONS OF CONTRACT

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1 INTERPRETATION AND DEFINITIONS

1.1 In this Contract, the following words and phrases shall have the meanings set out below unless the context otherwise requires:

“**Acceptance Date**” means the date on which the Application Software is accepted by the Authority under **Clause 24.6**.

“**Acceptance Tests**” means the tests to be conducted on the Application Software pursuant to **Clause 22**.

“**Adviser**” means the person appointed by the Authority. Unless otherwise notified by the Authority, the Adviser shall be the Government Technology Agency. The Authority may change the appointment of the Adviser from time to time.

“**Application Software**” means the computer programs proposed in the Contractor’s Tender Offer for installation in the Hardware and in conjunction with the System Software, as being capable of meeting or exceeding the requirements in the Requirements Specification.

“**Authority**” and “**CRA**” means the Casino Regulatory Authority of Singapore, a statutory board established under the Casino Control Act (Cap. 33A) and includes any officer authorized by the Authority to act on its behalf.

“**Background IP**” means Intellectual Property which is created prior to or independently of this Contract that is related to the System or any part thereof.

“**Commercial Off-The-Shelf Software**” or “**COTS**” means software that is commercially available to the general public and that can be used with little or no modification.

“**Commissioning Date**” means the date referred to in **Clause 22.8** and “**Stipulated Commissioning Date**” means the date the Contractor has stipulated in the Implementation Plan as to when the commissioning of the System is to take place.

“**Contract**” means the resulting contract between the Authority and the Contractor for the provision of the System and the Services as a result of the Authority’s acceptance of the Contractor’s Tender Offer which terms and conditions are contained in the following:

- (a) the Covering Letter;
- (b) the Instructions to Tenderers;
- (c) the Contractor’s Tender Offer;
- (d) these Conditions of Contract;
- (e) the Conditions of Software Maintenance and Support;
- (f) the Requirements Specification;
- (g) the Letter of Acceptance;
- (h) any correspondence exchanged between the Parties and accepted by the

Authority in writing as amplifying or modifying the Invitation to Tender or the Contractor's Tender Offer; and

- (i) any formal agreement executed between the Parties,

including all schedules and annexes to such documents as relevant.

“Contract Price” means the aggregate price for the Application Software and Services required under the Contract.

“Contractor” means a successful Tenderer whose Tender Offer has been accepted by the Authority for this project. It includes the Contractor's successors, employees or agents.

“Documentation” means technical specifications, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:

- (a) is to be supplied by the Contractor to the Authority under the Contract;
- (b) is relevant to any Service or Application Software;
- (c) is required by the Authority in order to use the Application Software, which shall include, but not limited to, the development, configuration, integration, building, deploying, running, maintaining, upgrading and testing of the Application Software; or
- (d) has been or shall be generated for the purpose of providing the Services.

“Fair Market Value”, in relation to the supply of goods or services, shall mean the fair market value in Singapore, or where such goods or services are not available in Singapore, in such other country or countries where such goods or services are available. If the parties are unable to agree on the Fair Market Value, the Fair Market Value shall be determined by an independent public accountant or valuer approved by the Authority, whose engagement cost shall be borne equally by the Authority and the Contractor.

“Foreground IP” means Intellectual Property which results from or is generated in connection with or for the purpose of this Contract.

“Government” means Government of the Republic of Singapore as a whole including all its Ministries, government departments and Organs of State.

“Government Technology Agency” or **“GovTech”** means the body corporate constituted under the *Government Technology Agency Act (No. 23 of 2016)*.

“GST” means goods and services tax charged under the GST Act.

“GST Act” means the Goods and Services Tax Act (Cap. 117A).

“**Hardware**” means all computer hardware, other peripherals and ancillary equipment together with all cabling within the System network, proposed by the Contractor as being capable of meeting or exceeding the requirements in the Requirements Specification and shall include such other equipment as may be agreed in writing between the Parties to be supplied by the Contractor.

“**Implementation Plan**” means the Implementation Plan referred to in **Clause 12.4**.

“**Installation Date**” means the date referred to in Clause 22.5.3 and the “Stipulated Installation Date” means the date the Contractor has stipulated in the Implementation Plan as to when the installation and integration of the Application Software is to take place.

“**Intellectual Property**” or “**IP**” means all intellectual property rights, including patent rights, registered designs, design rights, copyrights and other similar proprietary rights, all rights of whatever nature in computer programs, firmware, micro-code and other computer software and data, and all intangible rights and privileges of a nature similar to any of the foregoing.

“**Installation Tests**” refers to the tests to be conducted on the Application Software pursuant to Clause 22.5.

“**Invitation to Tender**” means the invitation to participate in this Tender and comprises all tender documents forwarded to the Tenderer inclusive of the Covering Letter, Form of Tender, Instructions to Tenderers, Conditions of Contract, Conditions of Software Maintenance and Support, Requirements Specification, Guidelines for Tenderers, Evaluation Criteria and any other documents and forms enclosed.

“**Letter of Acceptance**” means the letter issued by the Authority accepting the Contractor's Tender Offer.

“**Licensee**” means the Authority and all Statutory Boards.

“**Life-Span of the System**” shall be 10 (ten) years commencing from the Acceptance Date.

“**Losses**” means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts' and consultants' fees), settlement sums and sums paid in satisfaction of court, arbitral or expert award.

“**Maintenance Period**” has the meaning given to it under the **Clause 27.2**.

“**Maintenance Services**” means the software maintenance and support services which the Contractor is required to provide for the Application Software under the Contract (including those that may not have been developed by the Contractor).

“**Network bandwidth connectivity**” means the interconnecting of users, devices and computers in different locations for information exchange and access. It includes –

- (a) Layer 2 network bandwidth connectivity which is connectivity at the “data link” layer of the OSI model and TCP/IP models, and which minimally includes Ethernet frame transmission; and
- (b) Layer 3 network bandwidth connectivity which is connectivity at the “network layer” of the OSI model and to the “network/Internet layer” of the TCP/IP model, and which minimally includes IP packet transmission.

“**Next Generation National Broadband Network**” or “**Next Gen NBN**” means the nationwide all-fibre communications network to be designed, built and operated by CityNet Infrastructure Management Pte Ltd (in its capacity as the Trustee-Manager of the NetLink Trust) (the “NetLink Trust”), and Nucleus Connect Pte Ltd.

“**Next Gen NBN Operators**” means the NetLink Trust and Nucleus Connect Pte Ltd.

“**Next Gen NBN Retail Service Providers**” means the entities which provide network bandwidth connectivity over the Next Gen NBN to end-users at the retail service layer using the underlying bandwidth connectivity supplied by Nucleus Connect Pte Ltd and the underlying physical connectivity supplied by the NetLink Trust.

“**Party**” means either the Authority or the Contractor and “**Parties**” means both the Authority and the Contractor.

“**Performance Guarantee Period**” means the period referred to in **Clause 24**.

“**personal data**” has the same meaning given to that term in the Personal Data Protection Act 2012 (No. 26 of 2012).

“**Price Schedule**” means the schedule of prices for the Application Software and Services proposed in the Contractor’s Tender Offer and accepted by the Authority in the Letter of Acceptance.

“**Project Manager**” means the person designated by the Contractor pursuant to **Clause 12.3.1**.

“**Purchase Order**” means an order issued by the Authority, making reference to the Contract, to purchase any of the goods or services set out in the Tender Offer.

“**Representative**” means the person appointed by the Authority under **Clause 12.1** and any persons appointed by the Representative to assist him or perform such duties or functions as may be delegated to him by the Representative.

“**Requirements Specification**” means:

- (a) the requirements issued by the Authority to the supplier(s) for the purpose of inviting the supplier(s) to submit tender offer(s) and any amendments or additions as may be mutually agreed in writing between the Parties; and
- (b) other specifications as may be mutually agreed in writing between the Parties.

“**Services**” means all the services that the Contractor has to perform under this Contract, including the supply, delivery, installation, integration and testing of the Application Software, the commissioning of the System and where applicable, the Maintenance Services.

“**Site**” shall mean the locations where the various parts of the Application Software are to be installed as stated in the Requirements Specification or where Maintenance Services are to be provided.

“**Software Installation Tests**” refers to the tests to be conducted on the Application Software pursuant to Clause 22.5.

“**Software Warranty Period**” shall have the meaning given to it in Clause 25.

[“**Statutory Board**” means a body corporate established by or under written law from time to time to perform or discharge any public function under the supervisory charge of a Ministry or organ of state.]¹

“**Sub-contractor**” means any person engaged by the Contractor to perform any part or parts of the Contractor’s obligations and includes the Sub-contractor’s duly appointed representatives, successors, employees, agents and permitted assignees and the Sub-contractor’s sub-contractor or its employees or agents.

“**System**” means the computer system proposed by the Contractor as being capable of meeting or exceeding the requirements stated in the Requirements Specification. The Hardware, software and Application Software components in the System must also be capable of working in combination with one another. For the avoidance of doubt, System shall include existing systems, hardware and/or software (including Commercial Off-the-shelf Software that is commercially available to the general public and that can be used with little or no modification) used or owned by the Authority including those that may not have been developed by the Contractor.

“**System Performance Tests**” refers to the tests to be conducted on the Application Software pursuant to Clause 22.6.

“**System Software**” means all files and programs that make up the computer’s operating system for the Hardware, and it includes files like libraries of functions, system services, drivers for printers and other hardware, system preferences, and other

¹ Delete if the Authority (i.e. the procuring entity) is the Statutory Board and the term is not used.

configuration files and programs like assemblers, compilers, file management tools, system utilities, and debuggers.

“**Tenderer**” means a person or its permitted assigns and successors offering to provide the System, Application Software and Services in response to the Invitation to Tender, and shall be deemed to include two or more persons if appropriate.

“**Tender Offer**” means the offer submitted by the Tenderer in response to the Invitation to Tender, and other documents submitted by the Tenderer and accepted in writing by the Authority as modifying such offer submitted by the Tenderer.

“**Tender Price**” means in respect of the System or any of the Services, means the sum specified in the Price Schedule (as may be varied in accordance with the Contract) by the Contractor for the provision of such System or Services under the Contract.

“**Works**” means the works to be executed in accordance with this Contract including all permanent and temporary works and any equipment to be supplied, delivered and installed under this Contract.

“**Working day**” means a day which is not a Saturday, Sunday or a public holiday in Singapore.

1.2 In this Contract, unless a contrary intention appears: –

- (a) words importing the singular shall also include the plural and vice versa where the context requires;
- (b) the headings in this Contract are for convenience of reference only and shall not be deemed to be part of this Contract or be taken into consideration in the interpretation or construction of this Contract;
- (c) 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);
- (d) a reference in this 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”;
- (e) “month” means calendar month, “week” means calendar week and “day” means calendar day;
- (f) for the purposes of computing time, 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;
- (g) any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time and be deemed to include

any subsidiary legislations made thereunder; and

- (h) the Annexes and Schedules mentioned in and attached to this Contract shall form an integral part of this Contract.

2 CLAUSE REFERENCES

- 2.1 All references to clauses, unless otherwise expressly stated, are references to clauses numbered in the Conditions of Contract and not to those in any other document forming part of the Contract. Where a clause number is quoted, then reference is being made to that clause bearing that clause number and to all the subclauses if any, under that same clause number (E.g. a reference to Clause 8 refers to Clause 8.1 to 8.6 inclusive of all their respective subclauses if any. A reference to Clause 8.1 refers to Clause 8.1(a) to 8.1(c) inclusive of all their respective subclause if any).

3 PRODUCTS AND SERVICES TO BE PROVIDED BY CONTRACTORS

- 3.1 The Contractor shall:-

- (a) propose the Application Software, which together with any IT environment specified by the Authority, forms the System which is capable of meeting or exceeding the requirements of this Contract;
- (b) supply the Application Software to the Authority free from all encumbrances;
- (c) deliver the Application Software to and install the Application Software at the Site(s) by the Stipulated Installation Date;
- (d) provide the System, comprising the Application Software together with any IT environment specified by the Authority, ready for use by the Stipulated Commissioning Date;
- (e) provide the Documentation in accordance with **Clause 33**;
- (f) provide training in accordance with **Clause 28**;
- (g) provide software maintenance and support for the Application Software with the same scope as in Maintenance Services commencing from the installation of the Application Software until the end of the Software Warranty Period;
- (h) provide maintenance and support for the Application Software for the Maintenance Period (i.e. for a period of four (4) years commencing from the day after the expiry of the Software Warranty Period) in the event the Authority exercises the option for maintenance pursuant to **Clause 27**; and
- (i) provide all other services specified by this Contract, upon the terms and conditions hereinafter contained.

- 3.2 The Contractor warrants that the Application Software, related operating manuals and Documentation supplied shall be free from all defects and encumbrances, and shall meet the requirements set out in the Requirements Specification and such other additional specifications as may be promised by the Contractor in its Tender Offer.
- 3.3 The Contractor shall designate a common service location for the Authority to contact for the provision of all the Services.

3A NETWORK BANDWIDTH CONNECTIVITY

- 3A.1 Where the Contractor is providing any network bandwidth connectivity required under the Contract, the Contractor shall provide such connectivity using the Next Gen NBN by procuring it directly from the Next Gen NBN Operators or from Next Gen NBN Retail Service Providers and such costs shall be priced into the Contract Price.
- 3A.2 The Contractor shall nevertheless provide to the Authority information on the costs for the provision of network bandwidth connectivity as a separate cost item under the description “Network Bandwidth Connectivity Charges” when submitting the relevant invoices or such other documents as may be required for the purposes of payment of the Contract Price. Upon any request made at any time by the Representative, the Contractor shall provide such further information regarding the charges for network bandwidth connectivity as may be specified in the request within five (5) working days from the date of the request.
- 3A.3 The Contractor shall ensure that its assignees, Sub-contractors or agents who are or may be involved in the performance of the Contract comply with **Clause 3A.1**.

4 TERMS OF PAYMENT

- 4.1 Subject to the provisions of this Contract, the Authority shall pay to the Contractor the Contract Price in the manner prescribed in **Schedule 1 of Part 1, Section B**.
- 4.2 Payment by the Authority shall not be considered as evidence of the quality of the System to which such payments relate and shall also not be regarded as a waiver of any default by the Contractor in the performance of its obligations, and it shall also not relieve the Contractor from its other obligations under the Contract.
- 4.2A If requested by the Authority, the Contractor shall submit to the Authority invoices and such other documents through the electronic invoicing system maintained by the Authority or through such means and in such format as may be specified by the Authority for the purposes of making payment.
- 4.3 The Authority shall not be required to pay for expenses or cost of whatever nature other than those expressly set forth in this Contract, unless otherwise expressly agreed

to in writing by the Authority.

- 4.4 The Contract Price is exclusive of any GST chargeable on the supply of goods, services or works to the Authority by the Contractor under this Contract. If the Contractor is a taxable person under the GST Act, the Authority shall reimburse the Contractor for any such GST payable under this Contract.
- 4.5 Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if it is a taxable person for the purpose of the GST Act, be in the same form and contain the same information as if it were a tax invoice for the purposes of the regulations made under the GST Act.

5 TAXES, FEES AND DUTIES

- 5.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Contractor or its employees in carrying out its obligations under the Contract.
- 5.2 If the Authority receives a request from the tax authorities or otherwise decides to pay on behalf of the Contractor or the Contractor's employees, or to withhold payments from the Contractor in order that the Authority may subsequently so pay, any such taxes, fees, duties, fines, levies and assessments ("**Taxes**"), the Contractor agrees that the Authority may deduct such Taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.
- 5.3 For the avoidance of doubt, if withholding taxes are imposed by the tax authorities on any payment due under this Contract, the Contractor shall bear all such withholding taxes and the Authority shall be entitled to deduct such taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.

6 TIME FOR PERFORMANCE

- 6.1 Time shall be of the essence in this Contract and the Contractor undertakes to supply, deliver, install and integrate the Application Software, commission the System, and provide the Services in accordance with the time lines and/or stipulated dates prescribed in **Schedule 2 of Part 1 Section B** or under this Contract.

7 AUTHORITY'S OBLIGATIONS

- 7.1 *Intentionally Left Blank.*
- 7.2 If the progress of the Works is delayed for reasons not attributable to the Contractor (whether attributable to the Authority or not), the Representative may, upon the

application by the Contractor, grant such extensions of time as he deems reasonable. The Contractor shall not be entitled to claim any additional expenses incurred for such extensions of time, unless those expenses are specifically agreed to by the Representative in writing as those the Authority will bear before the expenses are incurred.

8 CONTRACTOR'S OBLIGATIONS

8.1 The Contractor shall with due care and diligence:

- (a) carry out its obligations to the Authority under this Contract;
- (b) ensure that the Application Software, the Services and the System meets the requirements as set out in the Requirements Specification; and
- (c) do all things which are necessary or reasonably to be inferred from the Contract.

8.2 The Contractor shall carry out its obligations in relation to the Services and Works in conformity with the general accepted standards of skill, care and diligence appropriate to the nature of the service rendered.

8.3 The Contractor shall notify the Authority in writing as soon as reasonably practicable upon becoming aware of any event or circumstance which may adversely affect the performance of the Contractor's obligations under this Contract (whether in whole or in part), or which is reasonably likely to result in any material delay in the implementation or delivery of any of the Application Software and/or Services.

8.4 Upon notifying the Authority of any such event or circumstance as described above, the Contractor shall, as soon as is reasonably practicable and without prejudice to its other reporting obligations as stated in this Contract, provide the Authority with a written proposal regarding the steps it considers the Parties should take to avert, remedy or mitigate the effect of the event or circumstance notified to the Authority.

8.5 The Parties shall, if requested by the Authority, meet within three (3) working days of such request to discuss the Contractor's proposal and to agree on any appropriate steps which the Parties should take to avert, remedy or mitigate any adverse impact on the performance of the Contractor's obligations or any delay in the delivery of the Application Software and/or Services. If the Parties fail to agree upon the appropriate steps, the Authority may, at its option and without prejudice to any of its other rights or remedies, refer the matter for mediation in accordance with **Clause 53**.

8.6 The Contractor shall work closely, at no extra charge to the Authority, with such other supplier as the Authority may appoint (or have appointed) to implement solutions or proposals according to the Application Software or Services to be provided in accordance with the General Requirements and as communicated by the Product Owner to the Contractor.

- 8.7 *Intentionally Left Blank.*
- 8.8 If the Contractor delays progress on any part of this Contract, for any reason not attributable to the Authority, and thereby reduces any scheduled duration of activities to be carried out by the Authority under this Contract, the Authority shall be entitled to a corresponding time extension for completion of such activities at no additional cost to the Authority, and without prejudice to the Contractor's obligation to complete the Contract in accordance with the Implementation Plan.
- 8.9 In the performance of this Contract, the Contractor shall at its own expense within a reasonable period of time, clear away and remove from the Site all surplus materials, rubbish and work of every kind and leave the whole of the Site clean and in workmanlike condition.
- 8.10 The Contractor shall ensure the Application Software is free from defects including defects arising out of faulty design, inferior materials, faulty and inferior workmanship. The Application Software shall be of high quality and fit for the purposes for which it is intended as set out in the General Requirements.
- 8.11 Every obligation by the Contractor is taken to include an obligation by the Contractor to ensure that each of its directors, officers, employees, and agents, and that of its Sub-contractors and others under its control performs or complies with that obligation. Any covenant by the Contractor not to do any act or thing includes an obligation not to allow that act or thing to be done by its officers, employees, and agents, and that of its Sub-contractors.

9 RESPONSIBILITY FOR THE SYSTEM

- 9.1 The Contractor shall ensure that the Application Software will provide the facilities, functions and performance standards set out in the Requirements Specification. If modifications or changes are necessary for the Application Software to meet the requirements as stated in the Requirements Specification and the provisions of the Contract, the Contractor shall bear all additional costs involved in modifying or changing the Application Software to satisfy these requirements.
- 9.2 The Contractor shall as soon as possible inform and provide the Authority at no cost whatsoever technical information on new product developments and improvements which may be applicable to the Application Software when such technical information becomes available to the Contractor.
- 9.3 The Requirements Specification which set out the facilities and functions to be provided by the System allow the Contractor to choose the manner in which the facilities will be achieved by the selection of hardware or software or a combination of both. It is anticipated that some matters of details may have to be clarified during the early stages of this Contract. In this context, the Authority reserves the right to issue written clarifications on the Requirements Specification to set out the

Authority's requirements more precisely.

- 9.4 The Contractor shall be deemed to be fully informed of the Authority's requirements by the Requirements Specification and it shall be the Contractor's duty to clarify before submission of its Tender Offer any inadequacies or insufficiencies in the Requirements Specification having regard to the objective of the Authority's purchase of the System.
- 9.5 If the Application Software supplied by the Contractor is inadequate to meet the requirement as stated in the Requirements Specification and the provisions of this Contract, the Contractor shall at its own expense, provide all additional items of equipment and software which are necessary for the Application Software to meet such requirements. Any consequential changes must be agreed to by the Authority in writing.
- 9.6 All equipment and software supplied pursuant to **Clause 9.5** shall on acceptance by the Authority become the property of the Authority and shall be subjected to the same warranty and maintenance by the Contractor as the entire Application Software at no additional cost to the Authority.
- 9.7 Any additional cost incurred in connection with Site preparation, including but not limited to the provision of additional power supply, caused by the additional items of equipment or software supplied under **Clause 9.5** shall be at the Contractor's expense.

10 MODIFICATION OF SYSTEM

- 10.1 No change or modification shall be made to the Application Software offered in the Contractor's Tender Offer by the Contractor unless the prior written agreement of the Authority has been obtained.
- 10.2 The Contractor shall provide written procedures and details of Application Software changes or modifications which may have to be implemented during the various stages of the Contract, up to the expiry of the Software Warranty Period. Such changes or modifications shall not be implemented unless the prior written agreement of the Authority has been obtained.

11 SECURITY DEPOSIT

- 11.1 Within thirty (30) calendar days commencing from the date of issue of the Letter of Acceptance, the Contractor shall deliver to the Authority a security deposit of five per cent (5%) of the Contract Price if the Contract Price is more than S\$500,000 for the due, faithful and complete performance of the Contractor's obligations under the Contract as regards delivery, installation, integration and testing of the Application Software and the commissioning of and warranty for the System.
- 11.2 The Security Deposit shall either be in the form of cash (whether in its electronic form or otherwise) or, in lieu of cash, a Security Deposit Guarantee. Where the Contractor

is providing the Security Deposit in the form of cash, the use of electronic means to transfer the Security Deposit is preferred.

- 11.3 The cost of obtaining and maintaining such Security Deposit Guarantee shall be borne by the Contractor.
- 11.4 The Contractor shall ensure that the Security Deposit Guarantee remains effective until **three (3)** months after the completion of the Software Warranty Period and all the Contractor's obligations under the Contract as regards delivery, installation, integration and testing of the Application Software and the commissioning of and warranty for the System.
- 11.5 If the Contractor's obligations as regards delivery, installation, integration and testing of the Application Software and the commissioning of and warranty for the System under the Contract are unlikely to be completed before the expiry date of the Security Deposit Guarantee, the Contractor 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 **three (3)** months after the estimated date of completion of all such 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.
- 11.6 The Authority may at its sole discretion draw on the Security Deposit to satisfy any amount as may become due to the Authority under the Contract.
- 11.7 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 Contractor disputes the same.
- 11.8 The Authority's rights under this **Clause 11** shall be without prejudice to any other rights and remedies available to the Authority.
- 11.9 Where the Security Deposit is in the form of cash, the Security Deposit, subject to such deduction as may be made from it by the Authority, shall be released within **ninety (90)** days from the completion of the Software Warranty Period and completion of all the Contractor's obligations under the Contract as regards delivery, installation, integration and testing of the Application Software and the commissioning of and warranty for the System.
- 11.10 The Authority's obligations to make payments under **Clause 4** are conditional upon the Contractor having provided the Security Deposit in accordance with this **Clause 11**.
- 11.11 In the Contract, "**Security Deposit Guarantee**" means a guarantee in the form set out in **Schedule 4 of Part 1, Section B** issued by:

(a) a bank or insurance company licensed by the Monetary Authority of Singapore; or

(b) a finance company licensed by the Monetary Authority of Singapore,

under which the issuer guarantees the fulfilment of the terms and conditions of the Contract by the Contractor.

12 PROJECT MANAGEMENT

12.1 The Authority's Representative

The Authority shall appoint a person to supervise and liaise with the Contractor for the purpose of the Contract and such person may designate others to assist him in such matters.

12.2 Project Office

The Contractor shall at its own expense establish an office in Singapore, at which the Contractor can be contacted by the Authority, to coordinate the performance of this Contract.

12.3 Project Manager and Other Personnel

12.3.1 The Contractor shall designate a project manager who shall be primarily responsible for directing and coordinating the supply, delivery and installation of the Application Software and all work and services which are to be executed or provided by the Contractor under the Contract and all other matters including contract administration, monitoring of progress, installation and testing of equipment, technical personnel training, logistic support, documentation preparation and operation start-up (the "**Project Manager**"). The Project Manager shall be deemed to be the Contractor's agent in all dealings with the Authority and all actions of the Project Manager shall be binding on the Contractor.

12.3.2 The Representative shall have direct access to the Project Manager at all times during the performance of this Contract and if the Project Manager is absent from work or out of Singapore for any duration, the Contractor shall designate another employee to perform its duties and functions.

12.4 On-Boarding Process

12.4.1 Prior to the commencement of any work under the Contract and as and when required by the Authority, the Contractor shall undergo and comply with such on-boarding process as set out in the General Requirements.

12.4.2 Unless permitted by the Authority, the Contractor shall not permit any of the persons specified in Clause 12.4.1 above to commence work on the Contract until the on-boarding process referred to in Clause 12.4.1 has been complied with.

12.4.3 Clause 12.4.2 shall be without prejudice to any right of the Authority to any remedies against the Contractor for its failure to comply with Clause 12.4.1.

12.5 Governance Structure

12.5.1 Throughout the duration of the Contract, and unless otherwise expressly stated in this Contract, the Contractor shall adhere to such governance structure for the management and oversight of all of the work and activities of the Contractor and its Third Party Suppliers in relation to the Contract as set out in the Contract, including the establishment of, and the participation in, the necessary committees. The Contractor shall, and shall ensure that its Third Party Suppliers (if any) shall if required, participate in the establishment and all activities of the relevant committees under such governance structure.

12.6 Implementation Plan

12.6.1 Within fourteen (14) days from the issue of the Letter of Acceptance, the Contractor shall produce and maintain an Implementation Plan showing the time schedule and sequence of events necessary for the delivery, installation, integration, testing and acceptance of the Application Software including a delivery schedule for the Documentation and the respective dates for the commissioning of the System.

12.6.2 The Implementation Plan shall, unless otherwise agreed by the Authority, conform with the work programme submitted by the Contractor in its Tender Offer and shall not extend the time prescribed in **Schedule 2 of Part 1, Section B**.

12.6.3 Unless and until an Implementation Plan is provided under **Clause 12.6**, the Contractor shall perform its obligations according to **Schedule 2** and for this purpose, a reference to this Contract to “Implementation Plan” shall be read as a reference to “Schedule 2”.

12.7 Regular Progress Reports & Meeting

12.7.1 The Contractor shall deliver to the Representative regular written progress and status reports in a format approved by the Representative (the “**Progress Reports**”). Unless otherwise stipulated by the Authority in writing, the Progress Reports shall be submitted on a monthly basis. The Progress Reports shall include the current project status, the expected and actual completion dates of events necessary for the delivery, installation, commissioning and acceptance of the System, the activities to be carried out by the Authority and its Representative, and an indication as to whether the deadlines set out in the Implementation Plan can be met. The submission and acceptance of these reports shall not in any way prejudice the rights of the Authority to make any claims against the Contractor.

12.7.2 The Representative may call progress meetings (the “**Progress Meetings**”) at regular intervals during which the Project Manager shall attend and report to the Representative on the progress of the supply, delivery and installation of the Application Software and the performance of the Contract and compliance with the

Contract requirements. The Progress Meetings shall be held at venues chosen by the Representative. Unless otherwise stipulated by the Authority in writing, the Progress Meetings shall be held on a monthly basis.

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13 CONTRACTOR'S PERSONNEL

13.1 The Contractor shall provide all necessary personnel who are suitably qualified and competent and who have adequate skills for the performance of the Works.

13.1.1 The Contractor shall communicate in writing for the approval of the Representative the names and particulars of all personnel (including those of its Sub-contractors) that it intends to deploy for the performance of the Contract.

13.1.2 The Contractor shall provide the name and particulars required under **Clause 13.1.1** in the form required by the Representative.

13.1.3 Except as approved by the Authority and subject to such conditions as the Authority may impose, the Contractor shall ensure that each personnel shall not commence work on the Contract unless the personnel has passed the necessary level of security clearance for the category and nature of the work handled by the personnel as and when required by the Authority. The personnel shall, as part of the security clearance, submit such declaration as may be required by the Authority.

13.1.4 The Contractor shall take into consideration the time reasonably required for security clearance and ensure that sufficient number of personnel with the necessary level of security clearance is deployed at every stage of the implementation.

13.2 If the Authority objects by notice in writing to any personnel assigned or designated by the Contractor or by any Sub-contractor to carry out any work or perform services for the purposes of the Contract who, in the opinion of the Authority, has misconducted himself or is a security risk or is deemed unsuitable in any way or has failed any security clearance subsequent to the commencement of work on the Contract, the Contractor shall remove such person immediately and furnish a suitable and adequate replacement at no additional expense to the Authority. If the Authority has other reasons to believe that any personnel assigned or designated by the Contractor, or its sub-contractors or agents are unsatisfactory in any way, the Contractor and the Authority shall meet immediately in order to reach a mutually acceptable solution.

13.3 The Contractor undertakes not to change its personnel designated under **Clause 13.1** without the Authority's or the Representative's consent, whose consent shall not be unreasonably withheld. The Contractor shall not alter or reduce the quality of its personnel if this may adversely affect the progress or quality of the Works. In the event that the Contractor wishes to replace its designated personnel, the Contractor shall provide the names and particulars of the replacement staff in writing to the Authority or the Representative for the Authority's or the Representative's (as the

case may be) consent. Replacement staff shall not commence work on the project unless approval is given in writing by the Authority.

- 13.4 The Contractor shall not, without prior written permission from the Representative, bring any visitor to the Site.

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15 SITE PREPARATION

- 15.1 In this clause the following expressions shall have the following meanings assigned to them:

"**Site Specifications**" means the information and/or specifications for the preparation of the Site for the purposes of the delivery, installation, integration and testing of the Application Software and implementation of the System as set out by the Contractor in the Tender Offer or as may be provided by the Contractor and approved by the Authority in writing prior to the date of delivery for the Application Software.

- 15.2 The Authority shall prepare the Site in accordance with the Site Specifications and provide such environmental and operational conditions for the efficient working, operation and maintenance of the System.
- 15.3 The Contractor shall, upon request from the Authority, supply such information and assistance as is reasonably required by the Authority to enable the Authority to prepare the Site for the delivery, installation, integration and testing of the Application Software and to provide environmental and operational conditions for the efficient working, operation and maintenance of the System. For this purpose, the Contractor shall make available to the Authority free of charge the advice of a suitably qualified engineer.

16 INFORMATION AND ACCESS

- 16.1 The Authority undertakes to provide the Contractor promptly with any information which the Contractor may reasonably require from time to time to enable the Contractor to proceed expeditiously with the performance of its obligations under the Contract.
- 16.2 The Authority shall, for the purposes of the Contract, afford to the authorized personnel of the Contractor during normal working hours full and safe access to the Site and shall provide adequate free working space and such other facilities as may be necessary for the delivery, installation, integration and testing of the Application Software and the commissioning of the System.

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22 ACCEPTANCE TESTS

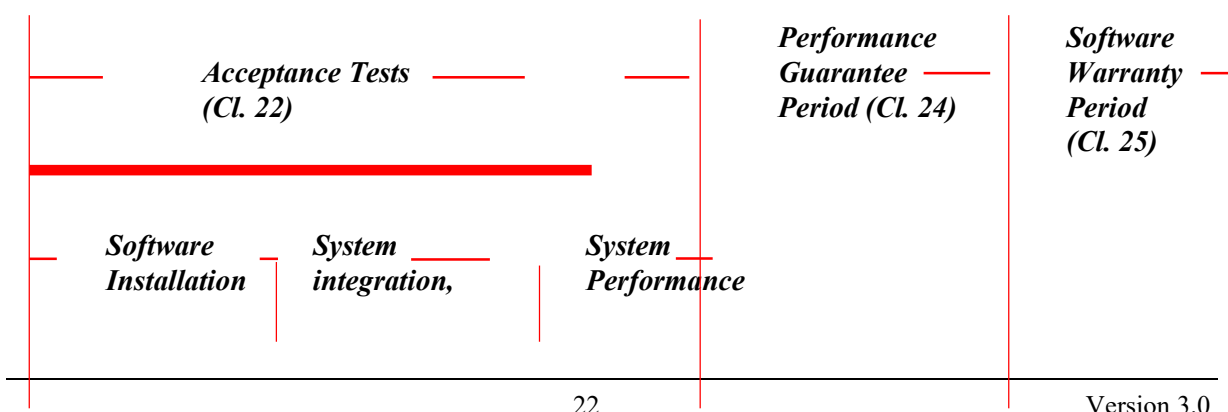
22.1 Conducting Acceptance Tests

22.1.1 Acceptance tests on the Application Software shall be conducted to verify and demonstrate that the Application Software meets the Requirements Specification (“**Acceptance Tests**”). The Acceptance Tests shall be conducted after installation of the Application Software under Clause 21. The Acceptance Tests shall comprise of:

- (a) Software Installation Tests;
- (b) System integration tests, System functional tests, and System non-functional tests (e.g. security tests); and
- (c) System Performance Tests.

22.1.2 The Acceptance Tests shall also apply to any substitute, replacement and converted component parts that are acquired by the Authority in relation to this Contract.

22.1.3 The Acceptance Tests shall comply with the Acceptance Test Procedures proposed by the Contractor in its Tender Offer and accepted by the Authority. The Authority shall however have the right to modify the Acceptance Test Procedures or specify different procedures within a reasonable time prior to the tests to meet the requirements of the Contract. The Acceptance Test Procedures proposed by the Contractor in its Tender Offer shall be developed based on the Requirements Specification using **Schedule 7 of Part 1, Section B** or otherwise specified by the Authority in the Contract.



<i>Tests (Cl. 22.5)</i>	<i>functional and non-functional tests (Schedule 6)</i>	<i>Tests (Cl. 22.6)</i>	
<i>Installation Date (Cl.22.5.3)</i>		<i>Commissioning Date (Cl. 22.8)</i>	<i>Acceptance Date (Cl. 24.6)</i>

22.2 Notice of Commencement and Completion of Acceptance Tests

- 22.2.1 The Contractor shall give to the Authority in writing seven (7) days prior notice or such shorter notice as the Representative may agree in writing of the place, date and time at which the Contractor proposes to conduct any Acceptance Tests. The proposed place, date and time shall be subject to the Authority's approval.
- 22.2.2 The Contractor shall provide all tools and testing equipment at its own cost and expense for the purposes of the Acceptance Tests.
- 22.2.2A The Contractor shall ensure that the System meets the Requirements Specification prior to commencing the Acceptance Tests, which shall include the ICT security requirements in **Clause 10 of Part 2**. Upon request by the Authority, the Contractor shall furnish the test results as evidence of meeting these requirements.
- 22.2.3 The Authority shall be entitled to witness the Acceptance Tests provided if the Authority's personnel are not present at the place, date and time as notified by the Contractor and approved by the Authority under **Clause 22.2.1**, the Contractor may proceed to conduct the Acceptance Tests.
- 22.2.4 Upon completion of any Acceptance Test, the Party that conducted the Acceptance Test shall give notice of such completion to the other Party.
- (a) If both Parties are satisfied that the Acceptance Test has been successfully completed, both Parties shall mutually certify that the Acceptance Test has been successfully completed.
 - (b) If the Authority is not satisfied that the Acceptance Tests has been successfully completed, the Authority shall, within a period of seven (7) days of receipt of the notice, provide in writing a defect report.
 - (c) If the Authority does not, within a period of seven (7) days, provide in writing a defect report referred to in paragraph (b) above, then the Acceptance Test shall be deemed to be satisfactorily completed.

22.3 Delay in Acceptance Tests

- 22.3.1 If in the opinion of the Authority, the Acceptance Tests are unreasonably delayed, the Authority may by notice in writing require the Contractor to conduct the tests within seven (7) days from receipt of such notice and the Contractor shall conduct the tests on such date or dates within the said seven (7) days as the Contractor may fix and of

which the Contractor shall give reasonable notice to the Authority.

22.3.2 If the Contractor fails to conduct such tests within the time, the Authority may itself proceed to conduct the said tests. All Acceptance Tests so conducted by the Authority shall be at the risk and expense of the Contractor.

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22.6 System Performance Tests

22.6.1 After the Application Software has been fully installed on the Hardware at the Site and passed the tests referred to in **Clause 22.1.1(b)**, the Authority shall load into the System test data which in the reasonable opinion of the Authority is suitable to test whether the Application Software is in accordance with the Requirements Specification and with the advice and assistance of the Contractor, operate the Application Software for the period of fourteen (14) working days to:

- (a) perform the Authority's routine transactions;
- (b) perform the transactions performed during any benchmark tests or other vendor demonstrations included, referenced, or incorporated in the Requirements Specification;
- (c) carry out system functions test to determine whether the Application Software meets the specifications, performs the functions, and meet the criteria for System Availability, response time and workload requirements set forth in the Requirements Specification;
- (d) determine whether the Documentation for the Application Software meets the requirements of this Contract; and
- (e) perform such other transactions as may be necessary to test the system performance specified in the Requirements Specification.

22.6.2 The Application Software shall be deemed to fail the System Performance Tests if:

- (a) it fails to achieve the project goals, objectives, outcomes and requirements as set out in the General Requirements and as communicated by the Product Owner to the Contractor; or
- (b) it fails to provide any facility, transaction or function specified in the Requirements Specification; or
- (c) it fails to run the Application Software in accordance with the Requirements Specification and within two percent (2%) of applicable benchmark or other demonstration results, for the period prescribed for the System Performance

Tests.

22.6.3 If the Application Software fails to pass the System Performance Tests then the Authority may, by written notice to the Contractor elect at its sole option:

- (a) to have the Contractor provide a solution and to fix (without prejudice to its other rights and remedies) a new date for carrying out further tests on the Application Software on the same terms and conditions (save that all costs which the Authority may incur as a result of carrying out such tests shall be reimbursed by the Contractor). Unless otherwise agreed in writing between the Parties, all such further tests shall not be construed as any grant of extension of time by the Authority and the Contractor remains liable for any delay in complying with its obligations under the Contract; or
- (b) to accept the Application Software subject to an abatement of the Contract Price such abatement to be such amount, as taking into account the circumstances, is reasonable. In the absence of written agreement as to abatement within fourteen (14) days after the date of such notice the Authority shall be entitled to exercise **Clause 22.6.3(c)** below; or
- (c) to treat the Contractor as being in breach of Contract and to reject the Application Software as not being in conformity with the Contract in which event the Authority shall be entitled to terminate this Contract (without prejudice to the Authority's other rights and remedies) in accordance with **Clause 50**.

22.7 Failure of Acceptance Tests

22.7.1 The Authority shall not be under any obligation to accept the Application Software if it does not successfully pass any of the Acceptance Tests under the Contract. In the case of hardware tests, the Contractor shall not refuse to diagnose software failures or deficiencies. In the case of software tests, the Contractor shall not refuse to diagnose hardware failures or deficiencies. The Contractor shall submit a report to the Authority detailing the cause for the failure of any Acceptance Tests and the corrective action taken.

22.8 Commissioning Date

22.8.1 As soon as the Application Software has successfully passed all the Acceptance Tests, the Authority shall immediately issue a certificate commissioning the System (the "**Acceptance Test Certificate**") and the date of the Acceptance Test Certificate shall be the Commissioning Date of the System.

22.8.2 The Contractor shall remain liable to the Authority under the Contract notwithstanding the signing by the Authority of any certificate or document or any payment or the release of the security deposit. Subject to **Clause 22.8.3** below, such certificate, document or payment shall have no legal effect other than serving as a declaration to the Contractor that it is ready to proceed with the next phase of this

Contract.

22.8.3 The Acceptance Test Certificate issued in respect of the last and final Acceptance Test to be conducted under this Contract, when signed by the Authority, signifies that the Authority is ready to commission the System and is subject to such reservations and conditions as may be endorsed on the Acceptance Test Certificate by the Authority.

22.8.4 The Authority's commissioning or acceptance of the System does not relieve the Contractor of its responsibility for defects in the System, or any part or component thereof or other failures to meet the requirements of the Contract or of its warranty or maintenance obligations under the Contract.

23 LIQUIDATED DAMAGES FOR LATE COMMISSIONING

23.1 In the event the Contractor fails to meet the Stipulated Commissioning Date or such Commissioning Date as extended under **Clause 7.2**, the Authority may, in addition to the remedies and without prejudice to all other rights or remedies available, including under **Clause 22.6**, by written notification to the Contractor, do one or more of the following:

- (a) impose liquidated damages at the rate of one tenth of a percent (0.1%) of the Contract Price for each day of delay (including Sundays and Public Holidays) or part thereof up to a maximum of ten percent (10%); or
- (b) purchase an application software equivalent to the Application Software as defined in **Clause 1.1** ("**Equivalent Application Software**") from any other sources and any increase in cost between that Equivalent Application Software and the Contract Price shall be recoverable from the Contractor together with all payments made under this Contract. For the avoidance of doubt, the Equivalent Application Software shall be an application software which has the same or the closest fit to the Requirements Specification relating to the Application Software. For the further avoidance of doubt, the Equivalent Application Software shall include all documentation, training and related materials required for the Equivalent Application Software to meet the Requirements Specification.

23.2 Liquidated damages imposed under the **Clause 23.1** above shall be paid to the Authority in Singapore Dollars not later than thirty (30) days from the date of issue of a written notification by the Authority to the Contractor informing the Contractor of the liquidated damages payable.

23.3 If the Contractor fails to pay the liquidated damages, the Authority may deduct the amount due from any monies due or which may become due from the Authority to the Contractor under the Contract and other contracts between the Parties or recover the liquidated damages as a debt due from the Contractor in any court of competent jurisdiction.

- 23.4 The Authority reserves the right to charge interest for any delayed payment at the rate of six percent (6%) per annum from the date when such payment is due until the date of actual payment (before and after judgment). Such interest shall accrue from day to day and shall be compounded monthly.
- 23.5 Where the Contractor is required in the Implementation Plan to submit any plans, scripts, manuals and other documents for verification and review and the Contractor fails to meet the time schedule for submission of any such documentation, the Authority shall be entitled to an extension of time for verification and review corresponding to the period of delay without prejudice to the Contractor's obligation to meet the Stipulated Commissioning Date.
- 23.6 The Authority shall have the right, at its sole discretion, to elect to claim general damages in common law from the Contractor instead of imposing liquidated damages under this **Clause 23**.

24 PERFORMANCE GUARANTEE PERIOD

- 24.1 In this clause the following expressions shall have the meanings hereby assigned to them:

“**Operating Hours**” means the scheduled operating hours of the System which will be from 0000hrs to 2359hrs (Singapore time) from Mondays to Sundays and Public Holidays.

“**Standard of Performance**” means the level of performance achieved by the System when it is operating in conformity with the Requirements Specification.

“**System Availability Level**” shall be determined according to the following formula:

$$\text{System Availability} = \frac{[\text{Operating Hours} - \text{System Downtime}]}{[\text{Operating Hours}]} \times 100\%$$

“**System Downtime**” means the accumulated time during which the System is not operating in accordance with the Requirements Specification except for occasions where the failure is due to factors for which the Contractor is not responsible.

- 24.2 The Performance Guarantee Period shall commence on the Commissioning Date and continue for a period of seventy-two (72) working days.
- 24.3 The Application Software shall have successfully completed the Performance Guarantee Period if the Application Software meets the Standard of Performance with a System Availability Level of not less than ninety-five per cent (95%) for each month or part thereof during the period of seventy-two (72) working days.
- 24.4 If the event that the Application Software fails to meet the requirements under **Clause**

- 24.3** the Performance Guarantee Period shall continue from day to day until the Application Software has met the Standard of Performance with a System Availability Level of not less than ninety-five per cent (95%) over a period of twenty-six (26) consecutive working days which period shall not begin earlier than fifty-four (54) working days from the Commissioning Date.
- 24.5 The Authority shall maintain daily records to monitor and determine the successful completion of the Performance Guarantee Period.
- 24.6 Once the Application Software has successfully completed the Performance Guarantee Period either in accordance with **Clause 24.3** or **Clause 24.4** the Authority shall as soon as possible issue a written notice to the Contractor accepting the System. The date of the notice or the date when such notice should be issued as determined from the records kept (if different from the date of the notice) shall be the Acceptance Date.
- 24.7 During the Performance Guarantee Period, the Contractor shall at all times and under all conditions be entirely responsible for the functioning of the Application Software in accordance with the Requirements Specification, and for the compliance of such additional requirements as may be mutually agreed upon between the Authority and the Contractor at no additional cost to the Authority.
- 24.8 The Contractor shall remedy and make good at no cost to the Authority all defects, deficiencies, failures or damage to the Application Software or any part thereof arising at any time prior to the commencement of the Software Warranty Period. For avoidance of doubt, defects shall include and are not limited to defective design, materials, workmanship, incorrect operating or maintenance instructions given by the Contractor in writing, and any damage to the Application Software or operational data. The Contractor shall commence corrective action within two (2) days of receiving notice of such defect, deficiency, failure or damage to the System from the Authority. The Contractor shall furnish the Authority with a report to explain the defects and to advise on the corrective action taken within three (3) days after the defects have been rectified.

25 SOFTWARE WARRANTY PERIOD

- 25.1 The Software Warranty Period shall commence on the Acceptance Date and shall last for twelve (12) months or such longer period as may be proposed by the Contractor.
- 25.2 During the Software Warranty Period, the Contractor shall render replacement parts and diagnostic services and any other works and services required to make good all defects to the Application Software at no cost to the Authority in the same manner and on the same conditions as those provided under the Conditions of Software Maintenance and Support, provided that written notice of such defects is promptly given to the Contractor.
- 25.3 Where during the Software Warranty Period, the Application Software or any part

thereof is found to be:

- (a) defective in either design, materials or workmanship; or
- (b) not in accordance with the Contract; or
- (c) having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees set forth in the Contract or any additional requirements which may be mutually agreed between the Authority and the Contractor,

then, unless it is shown that the foregoing is caused solely by improper use or mishandling on the part of the Authority, the Contractor shall, at its own expense (including but not limited to transportation costs, air freight charges, costs of testing, manufacturing and examination), upon notification from the Authority, replace or completely repair the defective parts of the Application Software or otherwise completely rectify the defects.

25.4 During the Software Warranty Period, the Contractor shall comply with the System Availability Level, and respond to the notification within the response time specified in the Conditions of Software Maintenance and Support and render the Application Software fully operational within the turn-around-time specified in the Conditions of Software Maintenance and Support.

25.5 If the Contractor fails to respond to the notification or to render the Application Software fully operational within the time frame referred to in **Clause 25.4** above, the Authority may:

- (a) impose liquidated damages of the amount specified in the Conditions of Software Maintenance and Support as if the failure has occurred during the Maintenance Period; or
- (b) remedy the defects itself, whether by engaging a supplier to repair the defects or by purchasing the defective parts of the Application Software from other sources or by such other means as may be necessary to render the Application Software fully operational, and all costs incurred by the Authority in this regard shall be borne by the Contractor.

25.6 For the purpose of **Clause 25.3** above, the phrase "improper use or mishandling on the part of the Authority" shall include unapproved modifications to the Application Software by the Authority. In this Clause, the phrase "unapproved modifications to the Application Software by the Authority" means modifications made to the Application Software by the Authority without the approval of the Contractor but does not include:

- (a) modifications made in accordance with documentation provided by the Contractor;

- (b) modifications to the Application Software to enable it to meet the Requirements Specification or such additional requirements as may be agreed between the Authority and the Contractor;
- (c) modifications made in accordance with the provisions set out in the Contract;
- (d) configuration of the System;
- (e) installation of approved software into the System; or
- (f) installation of software or types of software which the Application Software is intended to work with.

25.7 For the avoidance of doubt, the Authority's rights and remedies under this Clause are independent of; and without prejudice to any other rights and remedies of the Authority.

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27 MAINTENANCE

27.1 The Contractor grants to the Authority an option to purchase support and maintenance services for the Application Software ("**Maintenance Option**") at the price stated in the Contractor's Tender Offer ("**Maintenance Price**"), which option shall be exercisable at any time before the expiry of the Software Warranty Period on the terms set out in the Conditions of Software Maintenance and Support.

27.2 The Maintenance Option, if exercised, shall commence on the day after the expiry of the Software Warranty Period ("**Maintenance Effective Date**") and shall, unless otherwise agreed to between the Parties, be for a period of four (4) years ("**Maintenance Period**").

27.3 If the Authority exercises the Maintenance Option to purchase the Maintenance Services from the Contractor, the Contractor shall provide the Maintenance Services in accordance with the Conditions of Software Maintenance and Support (**Part 1 Section C**) and any other terms that may be mutually agreed in writing.

27.4 Subject to the provisions of the Conditions of Software Maintenance and Support (**Part 1 Section C**), any increment in the Maintenance Price from one year to the next shall not exceed five percent (5%) of the previous year's rates and the rates shall not in any event be higher than those charged by the Contractor at a Fair Market Value.

28 TRAINING

28.1 The Contractor shall be responsible for the provision of suitable and adequate training for staff nominated by the Authority.

28.2 The training shall include training in use of the Application Software and self-help for first line support by the computer center information systems officers, supervisors, operators and end-users.

- 28.3 The training provided shall comply with the Requirements Specification and such other proposals contained in the Contractor's Tender Offer as may be agreed between the Parties.
- 28.4 Unless otherwise agreed in writing between the Parties, training shall be scheduled after the Application Software has passed the System Performance Tests, but no later than the Commissioning Date.

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30 OWNERSHIP OF INTELLECTUAL PROPERTY

- 30.1 Nothing in this Contract shall affect any person's ownership rights to Background IP.
- 30.2 All Foreground IP shall vest in and be the absolute property of the Authority and the Contractor shall not disclose, release or sell to any persons or otherwise deal with the same in any manner whatsoever without the Authority's written consent.
- 30.3 All Foreground IP capable of vesting in accordance with **Clause 30.2** without the need for any transfer or assignment to be executed by the person generating the same shall vest in the Authority by virtue of **Clause 30.2** alone without the need for any transfer or assignment. All Foreground IP capable of vesting in accordance with **Clause 30.2** with the need for a transfer or assignment to be executed by the person generating the same shall be arranged by the Contractor to be vested in the Authority with the necessary transfer or assignment at no additional charges or cost.
- 30.4 The Contractor shall do all things necessary to ensure that all Foreground IP (other than those already vested in the manner described in **Clause 30.3** above) are fully vested in the Authority in accordance with **Clause 30.2** above. The Contractor further warrants that it shall have the authority to transfer or assign such Foreground IP to or otherwise vest such Foreground IP in the Authority when called upon by the Authority to do so.
- 30.5 Subject to **Clause 30.6**, the Authority agrees that it will upon written request from the Contractor, grant to the Contractor a non-exclusive licence, non-transferable right to use the Foreground IP or any part thereof upon which licence shall be subject to such conditions as the Authority, in its absolute discretion, considers to be reasonably necessary to protect its interest and security.
- 30.6 Notwithstanding **Clause 30.5**, the Authority may refuse to grant any licence pursuant to **Clause 30.5** if the Authority, in its absolute discretion, considers that its interest or security would thereby be damaged or prejudiced.
- 30.7 To the extent that the Application Software or any part thereof incorporates or is wholly or partially based on any Background IP not belonging to the Authority, or cannot be used by the Authority without infringing a Background IP, the Contractor shall grant to or procure for the Authority (as the case may require), free of additional

charge, the irrevocable, non-exclusive, non-transferable right to use and apply such Background IP (together with any modifications, improvements and developments thereof) in the operation of the System and in the operation of other computers owned or used by the Authority which are linked to the System, for:

- (a) the entire Life-Span of the System; and
- (b) upon payment of a reasonable fee for so long thereafter as the Authority may require the use of the Application Software or any part thereof.

30.8 Subject to **Clause 30.9** below, the Authority undertakes not to disclose or make available any software or documentation to which **Clause 30.7** applies or parts thereof to any third party without the prior written consent of the Contractor and further agrees that the Authority shall only make copies of such software or documentation or any portion thereof as are reasonably necessary for operational security and use.

30.9 The Contractor's obligation in **Clause 30.7** shall extend (inter alia) to enabling the Authority to disclose, under conditions of confidentiality to be agreed, programs and documentation for a third party to undertake the performance of services for the Authority in respect of such programs and documentation.

30.10 The Authority reserves the right to use other software on the System.

31 UNAUTHORISED CODE

31.1 The Contractor warrants that at the time of delivery or installation:

- (a) the Application Software and every part thereof are free of Unauthorised Code (hereinafter defined);
- (b) all magnetic or other storage media and all software and other materials capable of being stored on such media:
 - (i) supplied as a software or part of a software or with any software; or
 - (ii) used in the performance of any Services;

shall not contain any Unauthorised Code.

31.2 Prior to and at the time of delivery and installation, the Contractor shall conduct a complete and thorough scan for Unauthorised Code using anti-virus software package(s) on all parts of the Application Software.

31.3 If any part of the Application Software is discovered during delivery or installation to contain or be affected by any Unauthorised Code then:

- (a) the Authority may reject any such parts of the Application Software and the Contractor shall, at its own expense, immediately remove and recover all rejected

parts of the Application Software and provide replacements which are free of Unauthorised Code;

- (b) irrespective of whether the software is rejected, the Contractor shall pay the Authority a sum of Singapore Dollars One Thousand Six Hundred (S\$1,600) for each such discovery as liquidated damages, being a genuine pre-estimate of the administrative costs (including costs arising from investigative efforts) occasioned by the discovery of an Unauthorised Code; and
- (c) in addition to sub-clauses (a) and (b) above, the Contractor shall indemnify the Authority fully against all costs incurred by the Authority in the course of or incidental to removing the Unauthorised Code and recovering any lost or damage data or software.

31.4 If, after the delivery and installation of any part of the Application Software is completed, that part is discovered to contain or be affected by any Unauthorised Code and it is shown that this was the result of any default of or negligent act or omission of the Contractor or its employees;

- (a) the Authority may reject any such part of the Application Software and the Contractor shall, at its own expense, immediately remove and recover all rejected parts of the Application Software and provide replacements which are free of Unauthorised Code;
- (b) irrespective of whether the software is rejected, the Contractor shall pay the Authority a sum of Singapore Dollars [One Thousand Six Hundred] (S\$[1,600]) for each such discovery as liquidated damages, being a genuine pre-estimate of the administrative costs (including costs arising from investigative efforts) occasioned by the discovery of an Unauthorised Code; and
- (c) in addition to sub-clauses (a) and (b) above, the Contractor shall indemnify the Authority fully against all costs incurred by the Authority in the course of or incidental to removing the Unauthorised Code and recovering any lost or damage data or software.

31.5 In this clause, “**Unauthorised Code**” means any virus, Trojan Horse, worm, logic bomb or other software routine or hardware components designed to permit unauthorised access, to disable, erase, or otherwise harm software, hardware or data, or to perform any such actions.

31.6 Where the administrative efforts (including investigative efforts) occasioned by the discovery of an Unauthorised Code under this Clause also constitutes administrative efforts occasioned by a Security Breach Event (as defined below) under **Clause 67**, the higher of the two liquidated damages amount shall apply.

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33 DOCUMENTATION

- 33.1 The Contractor shall at no additional charge supply and deliver the Documentation needed for the operation and maintenance of the System. All subsequent updates for each set of the documents shall be supplied at no additional charge to the Authority as soon as possible.

34 LIABILITY OF CONTRACTOR

- 34.1 If the Contractor is obtaining part(s) of the Application Software from a third party, the Contractor shall inform the Authority in writing of the source or origin of the said part(s) of the Application Software and, for avoidance of doubt, it is expressly declared that the Contractor shall remain fully liable for that part(s) of the Application Software and the consequences arising from the use of the said part(s).

35 INTELLECTUAL PROPERTY INDEMNITY

- 35.1 The Contractor:
- (a) represents, warrants and undertakes to the Authority that the Application Software and Services supplied by the Contractor and all IP used, or introduced or supplied by the Contractor in the course of performing its obligations under this Contract do not infringe any rights or interests of third parties 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.
- 35.2 The Contractor 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 35.1**; or
 - (b) any claim of infringement or alleged infringement of any IP used or introduced by the Contractor in the course of performing its obligations under the Contract.
- 35.3 Without prejudice to the Authority's right to defend a claim alleging such infringement, the Contractor shall, if requested by the Authority but at the Contractor's expense, defend such claim. The Contractor shall observe the Authority's directions relating to the defence or negotiations for settlement of such claim.
- 35.4 The Authority shall if requested but at the Contractor's expense provide the Contractor with reasonable assistance in conducting the defence of such claim.

- 35.5 If the Application Software supplied by the Contractor or IP used or introduced by the Contractor in the course of performing its obligations under this 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 Contractor, at the Contractor'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 Contractor under this Contract (in which event the Contractor 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 Contractor.
- 35.6 If any action is being contemplated or instituted for an alleged infringement of patents, design, copyright or other statutory or common law rights, the Authority reserves the right to cancel immediately the Contract or its parts yet to be supplied to the Authority and the Authority reserves its right to purchase such part from other sources and all increased costs thereby incurred shall be borne by the Contractor without prejudice to all or any of the Authority's rights as contained in this Contract.
- 35.7 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 Contractor's obligations under the Contract shall be deemed to be included in the Contract Price and shall not be further borne by the Authority.
- 35.8 This **Clause 35** shall survive the termination or expiry of this Contract.
- 35.9 For the purpose of this **Clause 35** (except for **Clause 35.6**), a reference to the "Authority" shall include a reference to the "Licensee", and a reference to the Authority's officers shall include a reference to the Licensee's officers and the Parties agree that the Licensee may enforce and enjoy the benefit of this **Clause 35** (except for **Clause 35.6**) save that for the purposes of **Clause 35.3**, the Authority's directions shall prevail over the Licensee's directions.

36 RELOCATION OF SYSTEM

- 36.1 The Authority shall have the right to relocate any or all items of the System within Singapore. Any such relocation shall not affect the Contractor's obligations under this Contract although the Authority shall grant extension of the Implementation Plan accordingly if it is affected.

- 36.2 If the Authority requires the Contractor's services for the relocation of the System, the Authority shall give thirty (30) days' written notice of its intent to relocate the System.
- 36.3 The Contractor's personnel shall assist, arrange and/or supervise the dismantling, packing, unpacking and reinstallation of the System to normal operating condition for which the Authority shall be charged by the Contractor at a Fair Market Value.
- 36.4 The Contractor shall make good any damage suffered by the System due to the negligence of the Contractor's personnel including the Contractor's employees or agents or representatives, during the transfer to a new location.

37 LANGUAGE

- 37.1 All data, documents, descriptions, diagrams, books, catalogues, instructions, marking for ready identification of major items of the Application Software and correspondence shall be written in readily comprehensible English Language.
- 37.2 The personnel of the Contractor and all Sub-contractors shall be proficient in both written and spoken English for the purpose of performing the Contractor's obligations under this Contract.

38 LOSSES

- 38.1 The Contractor 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 Contractor, Sub-contractor or any of their directors, officers, personnel, employees, servants or agents (the "**Contractor Parties**") unless the Contractor can show that:
- (a) 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 Contractor Parties; and
 - (b) it is not due to the Contractor's breach, failure or delay in performance of this Contract.
- 38.2 If any claim is commenced against the Authority that may give rise to a claim against the Contractor under **Clause 38.1**, notice of the claim shall be given to the Contractor as soon as practicable.
- 38.3 Upon receipt of such notice by the Authority, the Contractor 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 Contractor's sole cost and expense.
- 38.4 If the Contractor takes control of the defence and investigation of the claim, the

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

- 38.5 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 Contractor. If required by the Authority, the Contractor shall immediately relinquish control of the defence and investigation of such claim.
- 38.6 This **Clause 38** shall survive the termination or expiry of this Contract.

39 LIMITATION OF LIABILITY

- 39.1 The aggregate liability of the Contractor to the Authority in respect of all breaches under the Contract shall not exceed [the Contract Price].
- 39.2 The aggregate liability of the Authority to the Contractor in respect of all breaches under the Contract shall not exceed [the Contract Price].
- 39.3 None of the limitations contained in this **Clause 39** shall apply to any claim:
- (a) relating to death or personal injury,
 - (b) relating to patent, copyright or other intellectual property right infringement,
 - (c) under any indemnity provided under this Contract (other than a claim relating to the Contractor's breach, failure or delay in the performance of the Contract),
 - (d) under **Clause 35** (Intellectual Property Indemnity), or
 - (e) which arises or is increased as a consequence of fraud, fraudulent misrepresentation, wilful misconduct or gross negligence by the Contractor, its Sub-contractors or any of their respective directors, officers, employees or agents.

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41 CONFIDENTIALITY

- 41.1 Except with the written consent of the Authority, the Contractor shall:

- (a) treat as strictly confidential and not disclose any Confidential Information to any person other than officers, employees, and agents of the Contractor or its Sub-contractors Supplier on a need-to-know basis for the purposes of performing the Contractor's obligations under the Contract; and
- (b) only use the Confidential Information for the sole purpose of performing the Contractor's obligations under the Contract and shall not use it for any other purpose.

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41.3 The Contractor shall take all reasonable precautions in dealing with Confidential Information so as to prevent any unauthorised person from having access to such Confidential Information. For the purpose of this **Clause 41**, "**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 Contractor, his employees, agents or Sub-contractors;
- (ii) lawfully in the possession of the Contractor or already known to the Contractor on a non-confidential basis prior to the Contractor receiving or obtaining such information as a result of entering into the Contract, as evidenced by written records; or
- (iii) independently developed by the Contractor.

41.4 The Contractor shall procure and ensure all its employees, directors, officers and agents and those of its Sub-contractors or agents who are or may be involved in the execution of obligations under this Contract observe the provisions of this **Clause 41** and shall, at any time, if so required by the Authority, procure and ensure that such employees and agents and those of its Sub-contractors or agents sign an Undertaking to Safeguard Official Information in the form prescribed in **Part 1, Section B, Schedule 5**.

41.5 The Contractor shall immediately notify the Representative where the Contractor becomes aware of any breach of **Clauses 41** by its employees and agents and those of its Sub-contractors or agents who are or may be involved in the execution of

obligations under this Contract. The Contractor shall cooperate with the Authority to limit the extent and impact of such breach.

- 41.6 The Contractor shall not be liable for disclosure of Confidential Information in the event and to the extent any Confidential Information is required to be disclosed by the Contractor pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction, provided the Contractor 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.
- 41.7 Termination or expiry of this Contract for whatever cause shall not put an end to the obligation of confidentiality imposed on the Contractor, its employees and agents and those of this Sub-contractors or agents under this **Clause 41**.

41A DATA SECURITY AND PROTECTION

41A.1 Data Protection

- 41A.1.1 The Contractor shall not access, monitor, use or process data obtained or held in connection with the Contract, except as reasonably necessary to perform its obligations under the Contract.
- 41A.1.2 The Contractor shall not disclose any data obtained or held in connection with the Contract without the prior written consent of the Authority. Any request for the Authority's consent under this **Clause 41A** must include an explanation of why the proposed disclosure is necessary for the purposes of fulfilling the Contractor's obligations under the Contract.
- 41A.1.3 The Contractor shall not: (a) cause or permit data obtained or held in connection with the Contract to be processed, stored, accessed or otherwise transferred outside Singapore; or (b) allow parties outside Singapore to have access to such data, unless (in each case) 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 41A** shall include an explanation of why the proposed transfer is necessary for the purposes of fulfilling the Contractor's obligations under the Contract. If consent is granted for the transfer of personal data outside Singapore, the Contractor 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.
- 41A.1.4 The Contractor shall immediately notify the Authority when it becomes aware of a breach of any of Clauses 41A.1.1 to 41A.1.3.

41A.1.5 The Contractor shall immediately notify the Authority as soon as it becomes aware that a disclosure of data may be required by law and cooperate and comply at its own costs with the Authority's reasonable requests and directions.

41A.1.6 The Contractor 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 returned to the Authority within 7 days. Any personal data that is retained by the Contractor 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 7 days from the termination or expiry of the Contract, the Contractor 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.

41A.2 Security

41A.2.1 The Contractor shall take all reasonable measures to ensure that 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 and that only authorised personnel shall have access to the data.

41A.2.2 The Contractor shall, in respect of any 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 data.

41A.2.3 The Contractor shall immediately notify the Authority when it becomes aware of a breach of **Clause 41A.2.1** by itself or any Sub-contractor.

41A.3 Definitions

For the purposes of this Clause 41A:

“**data**” means any representation of information or of concepts regardless of the medium of storage, and includes any personal data; and

“**personal data**” shall have the same meaning in the Contract as its definition in the Personal Data Protection Act 2012 (No. 26 of 2012).

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42 COMPLIANCE WITH LAW

42.1 The Contractor shall, at its own costs, obtain and maintain all licences, permits, certifications and regulatory authorisations without any restriction or qualification whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

42.2 The Contractor shall, in performing its obligations under the Contract, comply with all applicable laws and shall keep the Authority indemnified against all penalties and liabilities of every kind for the breach of any such laws.

43 SUB-CONTRACT, ASSIGNMENT, TRANSFER

43.1 The Contractor shall not, without the written consent of the Authority, sub-contract its obligations, or assign or transfer the benefits of the whole or any part of the Contract to any other person.

43.2 The Contractor shall be responsible for the acts, defaults, neglects or omissions of any assignee or Sub-contractor, and their officers, employees and agents or workmen as fully as if they were the acts, defaults, neglects or omissions of the Contractor, its agents or workmen.

43.3 If the Authority permits the Contractor to sub-contract any of its obligations under the Contract, the Contractor shall, for each and every of its Sub-contractor(s):

- (a) ensure that the relevant Sub-contractor complies with its applicable and corresponding obligations under the Contract, as if it were a party to the Contract; and
- (b) procure that the relevant Sub-contractor is bound by a written agreement containing provisions which are substantially similar to, and in any case no less onerous than, the equivalent or corresponding provision in the Contract.

43.4 In seeking the written consent of the Authority, the Contractor shall:

- (a) provide all information requested by the Authority including but not limited to information about a sub-contractor's registration with the relevant Government Registration Authority. Information on the Government Registration Authority can be found in GeBIZ Partner website on the Internet at <http://www.gebiz.gov.sg>; and
- (b) if requested by the Authority, provide to the Authority for its review and approval a copy of the draft contract or agreement (the "**Draft Agreement**") for the engagement of the intended sub-contractor. The Contractor shall make such amendments as may be reasonably requested by the Authority in order for the Draft Agreement to comply with Clause 43.3 above. For avoidance of doubt, the Contractor shall remain fully responsible for its compliance with Clause 43.3 and this Clause 43.4 shall be without prejudice to any right of the Authority to any remedies against the Contractor for its failure to comply with Clause 43.3.

43.5 The Contractor shall immediately notify the Authority in the event that it becomes aware of, or has reason to suspect the occurrence of, any breach, default, neglect or unlawful activity of the Sub-contractor (including that of its officers, employees or,

agents or workmen) in relation to the Contract, or any other act or omission of the Sub-contractor (including that its officers, employees, or agents or workmen), which may adversely affect the Authority's rights under the Contract or cause loss or damage to the Authority (in each case, a "**Sub-contractor Default**"). The notification shall not relieve the Contractor or its Sub-contractor of the obligation to remedy or rectify the Sub-contractor Default.

44 FORCE MAJEURE

- 44.1 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**"), except 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 but not be limited to acts of God, acts of civil or military authority, civil disturbance, wars, strikes, fires, epidemics or pandemics, and other catastrophes.
- 44.2 If the effect of any Force Majeure Event continues for a period exceeding one (1) months the Authority may at any time give notice to the Contractor to terminate the Contract with immediate effect without being liable to the Contractor in damages or compensation.
- 44.3 If a Force Majeure Event occurs, the Contractor 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 this Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the Force Majeure Event.
- 44.4 If the Authority terminates the Contract under **Clause 44.2**, the Contractor shall forthwith refund to the Authority all amounts paid to the Contractor less the price of items and services which have been provided to and accepted by the Authority and **Clause 50.4(a)(ii)** shall apply.
- 44.5 Failure of the Contractor's Sub-contractors or suppliers to perform their obligations shall not be regarded as events beyond the control of the Contractor.

45 PUBLIC RELEASE OF INFORMATION

- 45.1 Except with the prior written approval of the Authority, the Contractor shall not publish or release, nor shall it allow or suffer the publication or release of any news item, article, publication, advertisement, prepared speech or any other information or material, pertaining to or related to any part or whole of the Contract including but not limited to the Works to be performed under the Contract, and software licence and support and equipment maintenance associated with the System. Such prior written approval shall be sought in reasonable time.

46 GIFTS, INDUCEMENT AND REWARDS

46.1 The Authority shall be entitled to immediately terminate or rescind the Contract if:

- (a) any Contractor 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 Contractor Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

46.2 In the event of termination of the Contract as provided for in **Clause 46.1** above, **Clause 50.4** shall apply.

46.3 In this **Clause 46**:

“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, or 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.

“**Contractor Representative**” means any of the following:

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

47 INTENTIONALLY LEFT BLANK**48 VARIATION OF CONTRACT**

- 48.1 No variation of the Contract shall be of any force unless agreed upon in writing by both Parties.
- 48.2 The Authority may, at any time during the Contract, require the Contractor to revise the Implementation Plan or to undertake any reasonable alteration or addition to or omission from the Works or both.
- 48.3 If such a variation is requested, the Authority shall formally request the Contractor to state in writing the effect such variation will have on the Contract Price and to the works schedule. The Contractor shall furnish such details within fourteen (14) days of receipt of the Authority's request or such longer period as may be agreed by the Authority. The Contractor shall not vary the Works in any respect unless instructed in writing to do so by the Authority.
- 48.4 A variation under this **Clause 48** shall not invalidate the Contract but if such variation involves an increase in the cost to the Contractor of carrying out the Works, an appropriate adjustment to the Contract Price shall be made.
- 48.5 The Contractor shall satisfy the Authority as to the reasonableness of changes to the works schedule and of the extra costs or savings resulting from the variations.
- 48.6 Upon the Authority being satisfied regarding the reasonableness of any extensions to the works schedule by the variation, the Authority shall grant such extension of time, and inform the Contractor accordingly in writing.

49 WAIVER

- 49.1 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, shall not (a) be deemed to be or be construed as a waiver or variation of the Remedy, 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 of the Remedy, or of any other such Remedy in any other subsequent instances.
- 49.2 No waiver of any breach of the Contract shall be deemed to be a waiver of any other or of any subsequent breach.
- 49.3 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.

50 TERMINATION OF CONTRACT

- 50.1 If at any time prior to the expiry of the Software Warranty Period the Contractor is in

breach of any of the terms or conditions under this Contract, the Contractor shall have thirty (30) days to effect a remedy or show to the Authority's satisfaction the cause of the breach of its obligations and the Contractor's intended remedy, in which case, the Contractor shall have such period, if any, as is authorised in writing by the Authority to effect the remedy.

- 50.2 If the breach of the terms or conditions under this Contract is not remedied pursuant to **Clause 50.1** above, the Authority may at any time prior to the expiry of the Software Warranty Period terminate the Contract by notice in writing as from the date specified in the notice.
- 50.3 If the Contractor, being a company, passes a resolution or if the Court makes an order that the company shall be wound up otherwise than for the purpose of reconstruction or amalgamation or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court otherwise than for the purpose of amalgamation or reconstruction to make a winding-up order, or any part thereof, then the Authority shall be at liberty to terminate the Contract summarily by notice in writing to the Contractor.
- 50.4 In the event of termination of the Contract as provided for in **Clause 50.2** or **Clause 50.3** or in accordance with law, the following shall apply:-
- (a)
 - (i) all payments that have been made under the Contract less the value of all items delivered and accepted by the Authority shall be refunded by the Contractor to the Authority forthwith provided always that such refunds as aforesaid shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority as a result of the termination of the breach of the Contract by the Contractor;
 - (ii) the Contractor shall upon written notice from the Authority be required to remove, at the Contractor's expense, the System or any part thereof specified in the notice from the Site at a date specified by the Authority, and in default the Authority may (without being responsible for any loss or damage) remove and sell the same, holding the proceeds less all expenses incurred to the credit of the Contractor, or remove and return the same to the Contractor all at the Contractor's expense; and
 - (iii) the Authority shall be entitled to recover from the Contractor any damages, losses, costs and expenses which the Authority may sustain or incur in consequence of such termination; all such damages, losses, costs and expenses which are or become so recoverable under the Contract together with any sum payable by the Contractor as liquidated damages, may be deducted from any money that may then be due to the Contractor and if the money then due to the Contractor under the Contract or deposited by him under the Contract as aforesaid is not

sufficient for that purpose, the balance remaining unpaid shall be a debt due from the Contractor to the Authority, and may be set off against any other monies which may be or become due to the Contractor from the Authority or may be recovered as a debt due from the Contractor in any court of competent jurisdiction;

OR, at the sole discretion of the Authority:-

- (b) (i) the Authority may carry out and complete the Works on its own or employ and pay other person or persons to carry out and complete the Works and he or they may enter upon the Site and use all materials, software and equipment thereon, and may purchase all materials necessary for the purposes aforesaid;
- (ii) the Contractor shall if so required by the Authority assign to the Authority and without further payment the benefit of any contract for the supply of materials and/or works intended for the use under the Contract or for the execution or any Works and the Authority shall pay the agreed price (if unpaid) for such materials or Works supplied or executed after the said termination;
- (iii) the Contractor shall during the execution or after the execution of the Works under this sub-clause as and when required remove from the Site any materials within such reasonable time as the Authority may specify in a written notice to him and in default, the Authority may, without being responsible for any loss or damage, remove and sell the same, holding the proceeds less all the expenses incurred to the credit of the Contractor;
- (iv) until completion of the Works under this sub-clause no payment shall be made to the Contractor under the Contract; provided that upon completion as aforesaid and the verification within a reasonable time of the accounts therefor, the Authority shall certify the amount of expenses properly incurred by the Authority and if such amount added to the monies paid to the Contractor before such termination exceeds the total amount which would have been payable on due completion, the difference shall be a debt payable to the Authority by the Contractor, and if the said amount added to the said monies is less than the said total amount, the difference shall be a debt payable by the Authority to the Contractor; provided always the aforesaid shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority as a result of the termination of the Contract or as a result of the breach of the Contract by the Contractor; and
- (v) in the event of the completion of the Works being undertaken by the Authority, allowance shall be made, when ascertaining the amount to be certified as expenses properly incurred by the Authority, for the cost

of supervision, interest and depreciation on equipment and all other usual overhead charges and profits, as would be incurred were the work carried out by the Contractor.

- 50.5 In addition to the rights set out in **Clause 50.2** and **Clause 50.3**, the Authority may at any time prior to the expiry of the Software Warranty Period upon giving at least one (1) months' notice in writing to the Contractor of its intention to do so, terminate the Contract or any part or further part thereof, and upon such notice being given, the Contractor shall cease or reduce work according to the tenor of the notice and shall forthwith do everything possible to mitigate losses consequent thereto.
- 50.6 If a notice under **Clause 50.5** is given, the Contractor may, within seven (7) days, submit to the Authority a claim for compensation subject to **Clause 50.7**. The claim shall be itemised and contain such information that the Authority may reasonably require. The compensation shall not exceed the total of the reasonable direct costs reasonably incurred by the Contractor in respect of the terminated portion of the Contract, and any other reasonable costs reasonably incurred with respect to termination and settlement with vendors as a consequence of the Authority's termination.
- 50.7 The aforesaid compensation shall not be greater than a sum which in addition to any sums paid or due or becoming due to the Contractor under the Contract would together exceed the price provided under the Contract for the terminated portion of the Contract.
- 50.8 The compensation shall be agreed by the Parties or, in the absence of an agreement, verified and determined by an independent and mutually agreeable public accountant in accordance with **Clauses 50.6 and 50.7**, with any doubts as to whether the costs were reasonably incurred or were reasonable in amount to be resolved in favour of the Authority. The Authority shall pay the Contractor the aforesaid compensation within sixty (60) days of such agreement or verification and determination by the public accountant. The aforesaid compensation shall be in full and final settlement of all liabilities of the Authority arising out of any termination of the Contract by the Authority pursuant to **Clause 50.5**.
- 50.9 Where there are segregable items not desired by the Authority which the Contractor agrees to retain for its own use, the compensation payable pursuant to **Clause 50.8** above shall be reduced by an amount equivalent to the total Contractor's costs for such items.
- 50.10 In the event of termination of the Contract under **Clause 50.5**, all works carried out except for segregable items within the scope of **Clause 50.9** shall become the property of the Authority except that title to any proprietary software would not be transferable, and for the removal of doubt, it is hereby declared that title to all information captured within the System is and shall solely belong to the Authority.
- 50.11 No termination of the Contract, whether pursuant to this Clause or otherwise, shall affect any right of the Authority to use any software whether such right is acquired

pursuant to the Contract or otherwise.

51 POLICY, SECURITY AND AUDIT

51.1 Policy

51.1.1 The Contractor shall fully comply with all applicable laws and regulations, and any written instructions on Government policies pertaining to Information Communications Technology (“ICT”) Management, codes of practice or standards of performance that may be issued by the Authority from time to time.

51.1.2 Where the Contractor will be performing Extra Work (as defined below) in order to comply with new ICT requirements issued by the Authority or the Adviser after the commencement of this Contract, the Authority shall not be liable for any claims in respect of such Extra Work unless all the conditions in **Clause 57** are fully complied with.

51.1A Security

51.1A.1 The Contractor is required to maintain strict confidentiality and ensure that all information pertaining to the Site and the Authority's work environment must not be disclosed to anyone except the Representative and the Contractor's employees, agents or Sub-contractors directly involved in performing the obligations under this Contract. The Contractor is to ensure that information is not to be published or communicated to any other person in any form whatsoever except on a strictly “need-to-know” basis. Failure to comply with this confidentiality requirement shall be a ground for termination of this Contract. This clause shall be without prejudice to the provisions of **Clause 41**.

51.1A.2 The Contractor, its employees or agents or Sub-contractors, shall not, without the prior written permission of the Authority, bring any visitor to any location or site on which the Contractor is providing the goods or services under this Contract.

51.2 Compliance Audit and Reviews

51.2.1 Self-assessment review by Contractor

The Contractor shall conduct a self-assessment review at least once annually at no additional cost to the Authority to ensure that there are proper controls and compliance with this Contract. The scope of the self-assessment review shall be stipulated by the Authority, and the results and report arising from such a self-assessment review shall be made available for the Authority to review within 14 days of the issuance of the report.

51.2.2 Audit by the Authority

- (a) The Authority shall have the right to conduct audits every 1 year, and as and when the Authority deems desirable, at all locations and sites at which the Contractor is providing or has provided goods or services under this Contract to ensure that there are proper controls and compliance with this Contract.
- (b) All such audits may, at the option of the Authority, be conducted by the Authority, or an auditor appointed by the Authority. All costs and expenses relating to the engagement of the auditor shall be borne by the Authority, save in that the costs incurred due to the Contractor's delays in rendering assistance or incidentals incurred by the Authority due to the Contractor's fault shall be borne by the Contractor.
- (c) The Authority may conduct surprise spot checks on any locations and sites at which the Contractor is providing or has provided goods or services under this Contract for the purpose of such audits.
- (d) The Contractor shall cooperate with and provide all support, information and assistance necessary for the conduct of the audits at no additional cost to the Authority.

51.2.3 Intentionally Left Blank

51.2.4 Where any audit report (whether issued pursuant to an audit by the Authority [or a self-audit] or self-assessment review by the Contractor) reveals any deficiencies, gaps or lapses in the Contractor's controls or compliance with this Contract, the Contractor shall submit a remediation plan to remedy and rectify such deficiencies, gaps or lapses within two weeks from the issuance of the audit report. Such a remediation plan shall include the target remediation and rectification timelines for all findings, which shall be as soon as possible and in any event no longer than twelve (12) months from the date of the audit report. The Contractor shall implement the remediation plan at no additional costs to the Authority. The Contractor shall provide the Authority with all information and cooperation reasonably requested as soon as possible to enable the Authority to review, monitor or verify the remediation plan and shall update the Authority on the remediation status on a regular basis, and in any case, no less than on a quarterly basis.

51A SECURITY AND DATA BREACH PROCEDURES

51A.1 The Contractor shall:

- (a) provide the Authority with the name and contact information of an employee who shall serve as the Authority's point of contact for all Security Breach Events and associated matters, and shall be available to assist the Authority at all times (24 hours per day, 7 days per week) in resolving matters associated with a Security Breach Event; and

- (b) notify the Authority of any Security Breach Event as soon as practicable, and in any event, immediately after the Contractor becomes aware of, or has a reasonable basis to suspect the existence of, the Security Breach Event.

51A.2 If any part of the Application Software or Services are provided or performed by a Third Party Supplier:

- (a) the Contractor shall ensure that the Third Party Supplier is obliged to notify the Contractor of any Security Breach Event, as soon as practicable, and in any event, immediately after the Third Party Supplier becomes aware of, or has a reasonable basis to suspect the existence of, the Security Breach Event;
- (b) the Contractor shall notify the Authority immediately upon receiving any notification of a Security Breach Event from the Third Party Supplier; and
- (c) regardless of whether the Third Party Supplier has informed the Contractor of any Security Breach Event, the Contractor shall inform the Authority of any Security Breach Event as soon as practicable, and in any event immediately after the Contractor becomes aware of, or has reasonable basis to suspect the existence of, the Security Breach Event.

51A.3 If a Security Breach Event occurs, the Contractor shall, at no cost to the Authority, extend its full cooperation and assistance to the Authority in connection with the investigation into and resolution of such Security Breach Event, and shall:

- (a) assist the Authority with any investigation into the Security Breach Event;
- (b) provide the Authority with physical access to all the Contractor's and/or Sub-contractor's personnel, facilities and infrastructure that are used to perform this Contract;
- (c) facilitate interviews with the Contractor's and Sub-contractor's employees; and
- (d) make available all records, logs, files, data reports, and materials that may be relevant to the investigation of the Security Breach Event.

51A.4 The Contractor shall, at no cost to the Authority, use its best endeavours to immediately remedy all actual and suspected Security Breaches and prevent any future Security Breach from occurring, in accordance with the instructions or directions of the Authority.

51A.5 The Contractor shall not, and shall ensure that its Sub-contractors do not, inform any third party of any Security Breach Event without the Authority's prior written consent.

51A.6 The Contractor shall track all details from the point of discovery of the security or

data breach to its resolution, and provide the Authority with hourly updates (unless a shorter or longer frequency is specified by the Authority), in the format stipulated by the Authority.

51A.7 Where a Security Breach Event is caused by the Contractor's default, negligence or unlawful act, the Contractor shall reimburse the Authority for all reasonable costs incurred by the Authority in responding to and mitigating damages caused by the Security Breach Event. For avoidance of doubt, the Authority shall not be entitled to double recovery of the administrative costs (including costs arising from investigative efforts) incurred by the Authority that is covered by the liquidated damages set out in **Clause 67.1** below.

51A.8 In this Contract:

"Data" means any personal data or the Authority's data;

"Data Breach" means any breach of security leading to:

- (i) unauthorised disclosure of or access to Data; or
- (ii) accidental or unlawful destruction or alteration to Data;

"Security Breach" means any breach of security, including without limitation the following:

- (i) any incident leading to unauthorised access to data, applications, services, networks or devices;
- (ii) any incident leading to the security or integrity of the Authority's network being compromised;
- (iii) any physical security breach;
- (iv) any cyber-security breach; and
- (v) any Data Breach; and

"Security Breach Event" means any actual, potential, or suspected Security Breach.

"Third Party Supplier" means any third party (including any Sub-contractor) that provides or performs any part of the Application Software or Services.

51B. SECURITY VULNERABILITIES

51B.1 The Contractor shall:

- (a) ensure that each Third Party Supplier is obliged to notify the Contractor as soon as practicable, and in any event immediately after such Third Party Supplier becomes aware of, or has a reasonable basis to suspect the existence of, any Vulnerability; and
- (b) inform the Authority (in such format and through such secure means of communication as may be stipulated from time to time by the Authority) of any Vulnerability:

- (i) as soon as practicable, and in any event immediately after the Contractor becomes aware of, or has a reasonable basis to suspect the existence of, the Vulnerability; or
- (ii) immediately upon receiving any notification of a Vulnerability from a Third Party Supplier.

51B.2 The Contractor shall, at no cost to the Authority, extend its full cooperation and assistance to the Authority in connection with the identification, elimination and remediation of any Vulnerability, and shall:

- (a) seek the Authority's approval to identify, eliminate and remedy the Vulnerability, and upon such approval, take all necessary immediate actions to fully identify, eliminate and remedy such Vulnerability at the Contractor's own expense and at no additional cost to the Authority;
- (b) as soon as practicable, provide the Authority with full details of the actions taken by the Contractor to identify, eliminate and remedy the Vulnerability;
- (c) provide regular updates (in such format and at such intervals as may be specified by the Authority) on the identification, elimination and remediation of the Vulnerability;
- (d) make available all records, logs, files, data reports, and materials as the Authority may require that may be relevant to the identification, elimination and remedy of any Vulnerability; and
- (e) comply with all directions and requests from the Authority in connection with the identification, elimination and remedy of any Vulnerability.

51B.3 *Intentionally Left Blank*

51B.4 The Contractor shall not exploit or otherwise use any Vulnerability to the detriment of the Authority and the Government.

51B.5 In this **Clause 51B**, "Vulnerability" means any actual or potential vulnerability, exploit, flaw, threat or other security concern relating, directly or indirectly, to

- (a) the Application Software or any particular component of the Application Software or its implementation into the Authority's IT environment;
- (b) the Authority's IT system or any particular component of the Authority's IT system; or
- (c) the provision of the Services or the operation of the Application Software for or on the Authority's IT environment,

which adversely affects, or may or has the potential to adversely affect the security of the Application Software or any particular component of the Application Software or the Authority's IT system or environment.

52 GOVERNING LAW

52.1 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.

52A ESCALATION OF DISPUTES

52A.1 In the event of any dispute, claim, question or disagreement arising out of or 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.

52A.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:

- (c) if the Dispute is within the jurisdiction of the Small Claims Tribunals, refer the Dispute to the Small Claims Tribunals; or
- (d) give the other Party written notice for mediation as contemplated in **Clause 53** (Mediation).

53 MEDIATION

53.1 Notwithstanding anything in this Contract, in the event of any Dispute and subject to **Clauses 52A, 53.3** and **53.4**, no Party shall proceed to any other 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 53.1** if they have gone through at least one mediation session at the Singapore Mediation Centre.

53.2 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 53**.

53.3 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.

53.4 **Clause 53.1** 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.

53.5 Failure to comply with **Clause 53.1 or 53.2** shall be deemed to be a breach of the Contract.

54 DISPUTE RESOLUTION

54.1 Each Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any Dispute. Each Party irrevocably submits to the jurisdiction of such courts.

55 CORRESPONDENCE

55.1 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 electronic mail or other electronic means to the Party as follows:

- (a) in the case of the Contractor, the address or electronic mail address set out in the Tender Offer; and
- (b) in the case of the Authority, the following address or electronic mail address:
 - (1) Mr. Christoffel Lee
Senior Manager (ICT Applications)
Email: christoffel_lee@cra.gov.sg

55.2 Either Party may change its address and electronic mail address referred to above by giving the other Party prior written notice of the change.

56 REMEDIES

56.1 The rights and remedies of a Party under this Contract are cumulative and are without prejudice to 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 this 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 this Contract, at law or in equity.

- 56.2 The Authority shall have the right, at its sole discretion, to elect to claim general damages in common law from the Contractor instead of imposing liquidated damages under the Contract.

57 CLAIMS FOR EXTRA WORK

- 57.1 The Authority shall not be liable to the Contractor for any claims for any extra work performed or to be performed falling outside the scope of this Contract ("**Extra Work**") unless all the following conditions are fully complied with:

- (a) all claims must be submitted in writing before the performance of any Extra Work, and
- (b) in submitting any claim under sub-clause (a) above, the Contractor shall include the price of the Extra Work and the detailed scope of the Extra Work, and
- (c) the Authority agrees in writing for the Extra Work to be carried out and to the amount of the claim before the performance of any Extra Work.

- 57.2 The Contractor shall not be entitled to additional payments whether under this Contract, restitution, quasi-contract or equitable grounds if all conditions in **Clause 57.1** are not fully complied with.

- 57.3 For the avoidance of doubt, **Clause 57** applies to all Extra Work including Extra Work initiated at the request of the Authority.

- 57.4 For Extra Work initiated at the request of the Authority, the Authority shall reserve the right to waive any or all or any part of the conditions in **Clause 57.1** at her own discretion.

58 RIGHTS OF THIRD PARTIES

- 58.1 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.

59 GOVERNMENT ELECTRONIC BUSINESS (GEBIZ)

- 59.1 Where the Contract specifies that Parties shall transact with each other through the Government Electronic Business (GeBIZ) system, the Contractor shall sign up as a GeBIZ Trading Partner within seven (7) days from the date of receipt of the Letter of Acceptance, if the Contractor is not already a GeBIZ Trading Partner. The terms and

conditions of the GeBIZ Agreement (set out at www.gebiz.gov.sg or such other place as may be specified by the Government from time to time) shall be incorporated into and be deemed to be an integral part of this Contract. Nothing in this Contract shall affect the Government's right to operate, maintain and modify the GeBIZ system, amend the GeBIZ Agreement from time to time or terminate the GeBIZ Agreement in accordance with the terms and conditions of the GeBIZ Agreement.

60 CONSORTIUM

60.1 As used in this Contract, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

Joint and Several Responsibility

60.2 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

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

60.4 Should additional member(s) be added to the Consortium at any time with the approval of the Authority under **Clause 60.3**, he or they shall be deemed to be included in the expression 'the Contractor'.

Withdrawal from Consortium

60.5 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:

- (i) this Contract shall continue and not be terminated; and
- (ii) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

61 OWNERSHIP OF DOCUMENTATION AND DISPOSAL OF DOCUMENTATION UPON TERMINATION OF CONTRACT OR COMPLETION OF CONTRACT

61.1 The Authority shall own all the Documentation generated for the purpose of this Contract.

61.2 Subject to Clause 41A.1.6, the Contractor shall within [seven (7) days] upon the termination of this Contract or upon the completion of this Contract:

- (a) return to the Representative all property, documents and copies of the documents:
 - i. belonging to the Authority;

- ii. received from the Authority for the purpose of this Contract; or
- iii. produced in the course of this Contract,

which may be in their possession or under their control; and

- (b) securely destroy and erase all softcopies of documentation that exist in hard disks, removable storage media and other storage media or facility whatsoever.

61.3 Upon completion of the obligation under **Clause 61.2**, the Contractor shall sign the Declaration as stipulated in **Part 1, Section B, Schedule 6** and submit the signed copies of the Declarations to the Authority.

61.4 If requested by the Authority to do so, the Contractor shall fully cooperate with the Authority to enable the Authority to verify that the Contractor complied with this Clause 61, including but not limited to rendering assistance and co-operating with the Authority in any audit conducted under Clause 61A or providing the Authority with such documentary evidence or access to its systems and premises, and such other information as may be reasonably necessary for this purpose.

61A. EXIT MANAGEMENT

61A.1 The Contractor shall provide the Authority with the draft Exit Plan for approval within [x] months from the date of commencement of the Contract. The Exit Plan shall cover the areas specified in the Requirements Specification and the obligations required to be performed by the Contractor under Clause 61 and Clause 41A.1.6. The Contractor shall ensure that the Exit Plan is reviewed regularly and kept up to date.

61A.2 In the event of impending expiry of the Contract or where notice of termination of the Contract has been issued by either Party, the Authority may require the Contractor to provide Transition Services in accordance with the Contract and the Exit Plan. As part of the Transition Services, the Contractor shall also make available to the Authority and any third party succeeding the Contractor appointed by the Authority (“**Incoming Contractor**”) such Documentation and provide such assistance (including briefings and training) as the Authority or the Incoming Contractor may reasonably require to allow an orderly transition to the Incoming Contractor with minimal disruption. Subject to Clause 61A.4, the Contractor shall provide all Transition Services at no additional cost to the Authority, and the Contractor shall include all costs relating to the Transition Services in the price for the development of the Application Software.

61A.3 The Contractor shall commence the Transition Services on the earlier date of the following:

- (a) the date set out by the Authority in the notice of Transition Services;
- (b) in the event that the Contract is terminated for any reason whatsoever, the date of the termination notice.

61A.4 *Intentionally Left Blank*

61A.5 In the Contract:

“**Exit Plan**” means the exit plan approved by the Authority pursuant to paragraph [X]² of the Requirement Specifications to plan for the orderly transition of the performance of the Contract (including the obligations required to be performed by the Contractor under Clause 61 and Clause 41A.1.6) from the Contractor to the Incoming Contractor, or the Authority or such other person appointed by the Authority, and

“**Transition Services**” means the services required to be provided by the Contractor to the Authority in accordance with the Exit Plan and other services required by the Authority to ensure the orderly transition of the performance of the Contract.

61B. EXIT AUDIT

61B.1 Commencing 90 days prior to the expiry or the effective termination of the Contract, or such later date as informed by the Authority, the Authority shall initiate an exit audit (the “**Exit Audit**”) to ensure the Contractor has fully performed the Transition Services and complied with the Exit Plan. The Exit Audit may extend to 30 days after the expiry or termination of the Contract in order for the Authority to ensure that the Contractor has complied with its obligations in Clause 61 and Clause 41A.1.6. The Exit Audit shall be conducted by the Authority or an auditor appointed by the Authority. The Contractor shall cooperate with and provide all support, information and assistance necessary for the conduct of such Exit Audit at no additional cost to the Authority. All costs and expenses relating to the engagement of the auditor for such Exit Audit shall be borne by the Authority, save in that the costs incurred due to the Contractor’s delays in rendering assistance or incidentals incurred by the Authority due to the Contractor’s fault shall be borne by the Contractor.

61B.2 The Contractor shall, as soon as reasonably practicable, address any findings, failure to perform any Transition Services or non-compliance with the Exit Plan revealed in the Exit Audit, and shall fully indemnify the Authority for any Losses suffered by the Authority arising from the aforementioned failure or non-compliance.

62 COEXISTENCE STRATEGY

62.1 If the Authority appoints more than one Contractor, whether in this tender or subsequent tenders, the Contractors are to cooperate with each other to ensure that the service levels and requirements of the Application Software as stated in the Requirements Specification are met. If necessary, the operations management procedures will have to be refined by the parties to accommodate one another’s systems.

62.2 The Contractor is also required to work with the facility management supplier for the IT Infrastructure in the development of the Application Software and also in the maintenance and support of the Application Software. If necessary, the operations

² Procuring entity to state the requirements in relation to the Exit Plan in the Requirements Specification.

management procedures will have to be refined by both parties to accommodate each other's systems.

- 62.3 The Contractor shall if necessary meet on a regular basis with the Authority and other suppliers to discuss operational issues and other problems that may be encountered in the provision of the services. The relevant technical officers involved in the provision of the services shall attend the meetings.

63 SET-OFF

- 63.1 Whenever under this Contract any sum of money (including liquidated damages and any other damages) shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or may become due to the Contractor under this Contract or any other agreement with the Authority.

64 ENTIRE AND WHOLE AGREEMENT

- 64.1 This Contract contains the entire and whole agreement between the Parties relating to the subject matter of the Contract.

65 SURVIVAL

- 65.1 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 but not limited to **Clauses [39 (Limitation of Liability), 41 (Confidentiality), 41A (Data Protection and Security), 46 (Gifts, Inducements and Rewards), 48 (Variation of Contract), 49 (Waiver), 50.4 and 50.11 (Termination), 52 (Governing Law), 52A (Escalation of Disputes), 53 (Mediation), 54 (Dispute Resolution), 55 (Correspondence), 56 (Remedies), 58 (Rights of Third Parties), 61 (Ownership of Documentation and Disposal of Documentation Upon Termination of Contract or Completion of Contract), 61A (Exit Management), 61B (Exit Audit), 63 (Set-off), 64 (Entire and Whole Agreement), 65 (Survival), 68 (Solicitation of Staff), 69 (Severability), and 70 (Order of Precedence)**, shall survive the termination or expiry of the Contract.

66 ISSUANCE OF WRITTEN WARNING BY THE AUTHORITY

- 66.1 If the Contractor is in breach of any of its obligations under the Contract, the Authority may issue a written warning to the Contractor setting out the details of the Contractor's breach, and the Authority shall have the right to publish or disseminate information on the written warning through any platform accessible by Government departments, organs of state and Statutory Boards.

- 66.2 Information on the written warning which may be published or disseminated referred

to in this **Clause 66** may include but not be limited to details and information relating to any or all of the following:

- (a) the Contractor's breach of any of its obligations under the Contract;
- (b) any action taken by the Contractor to rectify or remedy the breach;
- (c) any action taken by the Authority against the Contractor in respect of the breach.

66.3 Save as expressly provided for in the Contract, any action taken by the Authority against the Contractor under **Clause 66.1** shall be without prejudice to any accrued rights and obligations under the Contract as at the date the action is taken.

66.4 Any publication or dissemination of the details and information on the written warning under **Clauses 66.1 and 66.2** above may be used or relied upon by any Government departments, organs of state or Statutory Board in the evaluation of any tender, quotation or proposal submitted by the Contractor in response to any invitation to tender, invitation to quotation, or request for proposal issued by any Government department, organs of state or Statutory Board.

66.5 The Authority shall not be liable to the Contractor or any third party for any Losses whatsoever and howsoever arising from or relating to the proper exercise by the Authority of any rights under this **Clause 66**.

67 LIQUIDATED DAMAGES FOR DATA AND SECURITY BREACHES

67.1 Without prejudice to any other provision in the Contract, where a Security Breach Event arises from or as a result of the default, negligence or unlawful act of the Contractor or any of its personnel, employees, officers, agents or Sub-contractors (a "**Relevant Security Breach Event**"), the Contractor shall adhere to the procedures set out in **Clause 51A** and the Authority shall have the right (in addition to and without prejudice to all other rights or remedies available, including the rights under **Clause 67.2**), to require the Contractor to pay liquidated damages S\$6,000 per Relevant Security Breach Event, such an amount being a genuine pre-estimate of the administrative costs (including costs arising from investigative efforts) incurred by the Authority in respect of Relevant Security Breach Event(s). The Contractor shall pay such liquidated damages to the Authority in Singapore Dollars no later than thirty (30) days from the date of issue of notification to the Contractor by the Authority, and where the Contractor fails to pay such damages, the Authority shall be entitled to exercise its set-off rights in accordance with **Clause 63**, or recover the same as a debt due from the Contractor in any court of competent jurisdiction.

67.2 In addition to and without prejudice to **Clause 67.2**, the Contractor shall indemnify and keep indemnified the Authority against all Losses incurred, paid by or suffered by the Authority or third parties claiming against the Authority arising from or attributable to a Relevant Security Breach Event, including costs incurred in rectifying the Relevant Security Breach Event. For the avoidance of doubt the Authority shall not be entitled to double recovery of the administrative costs (including costs arising from investigative efforts) incurred by the Authority that is covered by the liquidated

damages set out in **Clause 67.1** above.

- 67.3 Where there is any doubt as to whether a Security Breach Event or Security Breach has occurred, the Authority's view shall prevail.

68 INTENTIONALLY LEFT BLANK

69 SEVERABILITY

- 69.1 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.

70 ORDER OF PRECEDENCE

- 70.1 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 70.2**, in accordance with the following order of precedence:

- (a) the Conditions of Software and Hardware Maintenance and Support;
- (b) these Conditions of Contract;
- (c) the Requirement Specifications;
- (d) the Letter of Acceptance;
- (e) the Purchase Orders, if any;
- (f) any formal agreement executed between the Parties;
- (g) the Contractor's Tender Offer (as amplified or modified by any correspondence exchanged between the Authority and the Contractor which has been agreed to by the Authority in writing as amplifying or modifying the Contractor's Tender Offer).

- 70.2 Where the Contractor's Tender Offer (as amplified or modified by any correspondence exchanged between the Authority and the Contractor which has been agreed to by the Authority in writing as amplifying or modifying the Contractor's Tender Offer) contains provisions which are more favourable to the Authority in relation to the rest of the Contract, such provisions of the Contractor'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.

- 70.3 For the avoidance of doubt, this Clause shall form an integral part of the Conditions of

Contract referred to in **Clause 70.1(a)**.

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- Schedule 8: Undertaking by Original Software Developer

SCHEDULE 1

Reference: Clause 4 of Conditions of Contract

THE CONTRACT PRICE SHALL BE PAID AS FOLLOWS:-

Stage	% of Contract Price	Cumulative Total
<u>Thirty (30) days from the date of Letter of Acceptance.</u>	5	5
Thirty (30) days from sign-off of user requirements / functional specifications	20	25
<u>Thirty (30) days from the Installation Date.</u>	25	50
<u>Thirty (30) days from Commissioning Date.</u>	35	85
<u>Thirty (30) days from Acceptance Date.</u>	10	95
<u>Thirty (30) days from expiry of Software Warranty Period.</u>	5	100

Any GST payable for the supply of goods, services or works by the Contractor under this Contract shall be reimbursed by the Authority.

PROVIDED THAT if the Authority in the Letter of Acceptance accepts payment in accordance with the Contractor's alternative payment terms contained in the Tender Offer then such alternative payment terms shall apply.

SCHEDULE 2

Reference: Clause 12.4.2 of Conditions of Contract

The Implementation Plan proposed shall conform with the following schedule:

Letter of Acceptance :

Submission of Implementation
Plan :

Installation Date :

Stipulated Commissioning
Date :

Acceptance Date :

Software Warranty Period :

SCHEDULE 3

Reference: Clause 32 of Instructions to Tenderers

FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____ BETWEEN:

(1) The Casino Regulatory Authority of Singapore (“the **Authority**”);

AND

(2) _____³ (name of Contractor) (“the **Contractor**”).

RECITALS

The Authority requires an application software (the "**Application Software**") to be supplied and installed, and has accepted a Tender Offer by the Contractor for the supply, delivery and installation of the Application Software.

IT IS AGREED as follows:

1. In this Agreement, words and expression shall have the same meanings as set out in the Conditions of Contract.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) Contractor's Tender Offer including subsequent correspondence (if any) accepted by the Authority in writing as amplifying or amending the Contractor's proposals;
 - (b) Instructions to Tenderers;
 - (c) Conditions of Contract;
 - (d) Conditions of Software Maintenance and Support;
 - (e) Requirements Specification;
 - (f) Authority's Letter of Acceptance;
 - (g) Form of Agreement; and

³ If the Tender Offer is submitted by a consortium, each member of the consortium shall be listed. The Tender Offer shall be submitted by the Lead Member on behalf of all members of the consortium, it should read "...one part and (Name of Lead Member), acting for and on behalf of (Name of 1st Member), (Name of 2nd Member) and (etc. – List out Names of remaining Members) (“Contractor”) of the other part.”

(j) Covering Letter,

including all schedules and annexes to such documents as relevant.

3. In consideration of the payments to be made by the Authority to the Contractor, the Contractor agrees to supply, deliver and install the Application Software and to provide the services mentioned in the Contract in conformity in all respects with the provisions of the Contract.

4. The Authority agrees to pay to the Contractor in consideration for the supply, delivery and installation of the Application Software and the provision of the services mentioned in the Contract in conformity in all respects with the provisions of the Contract.

AGREED BY the Parties through authorised representatives.

Signed by: [Authorised signatory])
[Designation])
for and on behalf of)
[the GOVERNMENT OF THE)
REPUBLIC OF SINGAPORE])
[if the Authority is a Statutory Board,)
replace with name of the Statutory Board]) (Signature)

in the presence of:

Name of witness:
ID No. (Signature of witness)

Signed by: [Name of Authorised signatory])
[Designation of signatory])
for and on behalf of)
[NAME OF CONTRACTOR])
) (Signature)

in the presence of:

Name of witness:
ID No. (Signature of witness)

SCHEDULE 4

References: Clauses 11.2 and 11.11 of Conditions of Contract

The Banker's Guarantee or Insurance Bond shall be in the prescribed form that follows:

TENDER REFERENCE NO.: 209.10.01105

To: Casino Regulatory Authority of Singapore (the "**Authority**").

Whereas on the ____ day of _____ an Agreement (the "**Contract**") was made between _____ (name of Contractor) of _____ (address) (the "**Contractor**") of the one part and the Authority of the other part whereby the Contractor agreed that in consideration of its due and faithful performance of the Contract, it would be paid the Contract Price as defined in the Contract.

And Whereas the Contractor is required under the Contract to pay [__ per cent of the estimated Contract Price] / [the sum of Singapore Dollars _____ (S\$ _____)] as a Security Deposit for the performance of its obligations under the Contract.

And Whereas the Contractor 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 Contractor) 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 under Clause 4 of this Guarantee without any proof of actual default on the part of the Contractor 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 Contractor with or without our consent, or by any other or further arrangement between the Contractor and us with or without the Authority's

consent, or by any alteration in the obligations undertaken or to be undertaken by the Contractor 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:* _____] unless we give you 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 90 days after the expiry of this Guarantee.
5. We shall be obliged to effect the payment required under such a claim within 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.

7. This Guarantee is issued subject to the laws of the Republic of Singapore and the exclusive jurisdiction of the Singapore courts.

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)

SCHEDULE 5

Reference: Clause 41.5 of Conditions of Contract

UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION

My attention has been drawn to the Official Secrets Act (Chapter 213, Revised Edition 2012) and in particular to Section 5 which relates to the safeguarding of official information.

2 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 is not to be published or communicated by me to any unauthorised person in any form at any time, without the official sanction of the relevant Permanent Secretary or the Chief Executive Officer of the statutory board or government-owned company.

3 I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the Official Secrets Act and civil proceedings.

Dated

Execution by:

Name of Individual:
Signature

ID No./Passport No.:

Designation:

Name of Business Entity:
.....

Witnessed by:

Name of Witness:
Signature of witness

ID No./Passport No.:

(Date)

SCHEDULE 6

Reference: Clause 61 of Conditions of Contract

DECLARATION

1. My attention has been drawn to the *Official Secrets Act* (Chapter 213) and in particular to Section 5 thereof which relates to the safeguarding of official information.
2. I have under Clause 61 of the Conditions of Contract:
 - (a) returned to the Authority all data (including, but not limited to, personal data and Confidential Information) received from the Authority or produced for the purpose of this Contract together with all related documentation and all copies thereof owned by the Authority; and
 - (b) securely, irretrievably and irreversibly destroyed and erased, and have ceased to retain, all softcopies of any and all documentation that exist in hard disks, removable storage media and other storage media or facility whatsoever.
3. I further understand and agree that any breach or neglect of my obligation under Clause 61 of the Conditions of Contract may render me liable to prosecution under the *Official Secrets Act* and civil proceedings.

Dated

Execution by:

Name of Individual:
Signature

ID No./Passport No.:

Designation:

Name of Business Entity:
.....

Witnessed by:

Name of Witness:
Signature of witness

ID No./Passport No.:
(Date)

SCHEDULE 7

Reference: Clause 39.1 of Instructions to Tenderers
Clause 22.1.3 of Conditions of Contract

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5	TEST LOG 5.1 Reference Number and Test Item 5.2 Deviation 5.3 Test Result 5.4 Observation and Problem
6	TEST ANALYSIS 6.1 Reference Number 6.2 Test Result Summary 6.3 Error and Deficiency 6.4 Diagnosis and Recommendation
7	TEST RESULT REVIEW 7.1 Review Procedure

1. INTRODUCTION

This section describes the purpose of the testing procedure, lists the applicable reference documents and describes any terms, synonyms and abbreviations unique to this document.

2. TEST MASTER PLAN

A test master plan covering details of the following sections and other relevant information must be submitted for approval within a specific time frame after the commencement of the project.

2.1 OBJECTIVE OF TESTING

This section describes the objectives of testing in respect of functionality, performance and resilience of the System.

2.2 SCOPE OF TESTING

This section sets out the hardware, software, system and Application Software to be tested.

2.3 STRATEGY

This section describes how testing will begin on the relatively simple elements which form the basis of the Application Software and extend to embrace more complex structures as the Application Software is progressively assembled in a hierarchical manner. Various levels of test e.g. module test, integration test and acceptance test must be defined.

2.4 MASTER SCHEDULE

This section describes a master schedule indicating the commencement and completion of each level of test activities. The master schedule must relate testing to the other project activities.

2.5 ORGANISATION SET UP

This section describes an organization set up for the administration of the testing activities.

A test committee comprising both the Contractor and Authority staff shall be responsible for the administration of this testing procedure. The test committee reports to the System's steering committee.

The test committee may appoint test groups, peer review groups, etc. and delegate to them any functions outlined in this testing procedure.

2.6 RESPONSIBILITY

This section defines the responsibilities of the Authority and the Contractor.

2.7 TEST ACTIVITY

This section describes procedures and actions for pre-test, test and post-test activities.

2.8 TRAINING

The section describes training related to testing activities that will be provided for the government's development staff and user staff, e.g. use of test tool, acceptance test procedure, etc. The Contractor is required to arrange for the Authority's user staff to be attached as observers in some module tests and integration tests and ensure that they are given the opportunity to acquire the skills of testing and ultimately be able to prepare and carry out their acceptance tests in a proper manner.

2.9 DOCUMENTATION

This section describes:-

how test activities will be documented.

Format of each document, worksheet, report, etc., its contents and method of completion.

2.10 TEST DATA BASE SET UP

This section describes how a test database will be set up and documented. The methods and tools that are available for constructing and maintaining the test database must be given.

2.11 QUALITY ASSURANCE

This section states quality assurance procedures to allow the Contractor and Authority's representatives or their agents to observe any or all the tests. They shall be given all reasonable facilities to enable them to establish that testing activities are carried out in accordance with approved procedures. Attendance of these representatives or agents will not be a pre-requisite for the tests taking place or the satisfactory completion of the tests.

3. TEST PLAN

A test plan covering details of the following sections and other relevant information for each level of test must be submitted for approval within a specific time frame prior to the beginning of that level of test.

3.1 OBJECTIVE

This section describes the objectives of the test plan.

3.2 TEST UNIT

This section describes briefly every test unit covered under the test plan as a frame of reference for test. Each test unit is assigned with an identification number. The relationship between each test unit within a test plan must be defined.

3.3 TEST SCHEDULE

This section provides a chart showing the schedule for each test unit and the location at which the testing will be conducted.

3.4 TEST TOOL

3.4.1 Hardware and Equipment

This section indicates the expected period of use, types and quantities of the hardware and equipment needed for each test unit.

3.4.2 Software

This section lists other support software that will be needed for each test unit. It should also lists the integration software that will be needed for the integration of the Application Software components.

3.5 TEST PERSONNEL

This section lists the numbers and skills of personnel that will be involved during the test period of each test unit. It includes any special requirement such as key personnel.

3.6 TEST MATERIALS

This section lists the materials needed for each test unit such as documentation, items to be tested, worksheets, etc.

4. TEST SPECIFICATIONS AND SCRIPTS

Test specifications and scripts for each test unit covering details of the following sections and other relevant information must be submitted for approval within a specific time frame prior to the commencing of the test.

4.1 REFERENCE NUMBER AND TEST ITEM

This section contains the reference number of the test unit. The functions of test items included in the test unit are also described.

4.2 TEST REQUIREMENT

This section describes the test criteria and requirements of the test unit.

4.3 PRE-TEST RESULT

This section describes any prior testing and results that may affect this testing. Prior test unit numbers shall be quoted.

4.4 METHODOLOGY, DATA RECORDING AND DATA REDUCTION

This section describes the test methodology to be deployed. It also describes the methods to be used for recording the test results. Methods to be used for arranging test data into a form suitable for evaluation, if applicable are described.

4.5 TEST CONTROL AND TEST CONDITION

This section describes the test controls, such as manual, semi-automatic insertion of input, sequencing of operations and recording of test results. It also describes test conditions to be covered.

4.6 MODIFICATION

This section specifies modifications to be made to the item under test in order to aid testing.

4.7 EVALUATION

This section describes the rules to be used to evaluate test results, such as response time, etc.

4.8 CONSTRAINTS

This section describes the anticipated limitation on the test due to test conditions, environment, equipment, etc.

4.9 TEST DATA BASE

This section describes the test database to be used.

4.10 TEST INPUT AND OUTPUT

This section describes the input data and input commands to be used. It also describes the expected test output results and intermediate messages.

4.11 TEST PROCEDURE

This section specifies the step-by-step procedures to accomplish the tests. It includes test set-up, initialization, steps and termination.

4.12 SECURITY AND CONTROL

This section describes any security and control consideration.

4.13 TEST ENVIRONMENT

This section describes the test environment that may be different from the operational environment and the effects of the difference on the tests.

5. TEST LOG

A test log must be used to record the details of the following sections and other information during the test process.

5.1 REFERENCE NUMBER AND TEST ITEM

This section states the reference number of the test unit and the items under test.

5.2 DEVIATION

This section describes any deviation from test master plan, test plan and test specifications and scripts, e.g. test schedule, etc.

5.3 TEST RESULT

This section records the test results.

5.4 OBSERVATION AND PROBLEM

This section records observations of interest and problems encountered.

6. TEST ANALYSIS

This section describes a test analysis report containing the details of the following sections and other information which must be submitted within a specific time frame after the completion of the test.

6.1 REFERENCE NUMBER

This section provides a cross-reference to its associated test unit number.

6.2 TEST RESULT SUMMARY

This section summarizes the test results.

6.3 ERROR AND DEFICIENCY

This section summarizes errors detected and deficiencies discovered.

6.4 DIAGNOSIS AND RECOMMENDATION

This section describes the diagnosis of errors encountered and deficiencies discovered. It also recommends follow up action such as:-

- (a) the urgency of each correction
- (b) parties responsible for corrections
- (c) how the corrections should be made

7. TEST RESULT REVIEW

7.1 REVIEW PROCEDURE

This section describes how test review and approval will be carried out.

A. TEST CERTIFICATE

This section describes a test certificate that will be issued to those items that have successfully passed the test for higher level test or production.

Test Master Plan ----- for the project

Test Plan ----- for each level of tests

Test Specifications and Scripts ----- for each test unit

Test Log

Test Analysis Report

Test Certificate

Road Map for Testing the System

SCHEDULE 8

Requirement: Clause 9 of Instructions to Tenderers.

The undertaking shall be in the form that follows:

UNDERTAKING BY ORIGINAL SOFTWARE DEVELOPER (FOR SOFTWARE)

The undertaking shall be in the form that follows:

To: [The Government of the Republic of Singapore] or [if the Authority is a Statutory Board, replace with name of the Statutory Board]

TENDER NO.: CRA000ETT21000001

We refer to the above Tender. All words and phrases used in this undertaking have the same meaning as in your Invitation to Tender for the above Tender unless otherwise specified.

2. We are the software proprietor and supplier to _____ [name and address of Tenderer] (the "**Tenderer**") of the software set out in Annex A (the "**Software**") for the purpose of the above Tender.
3. If the Tender is awarded to the Tenderer, we undertake to perform the obligations set out in the following paragraphs.
4. In respect of the Software, we warrant the continued maintenance and support for the Software for the duration of the purchased maintenance following the Authority's exercise of the option for maintenance between the Tenderer and the Authority ("**System Maintenance Period**"). The scope of maintenance and support for the Software shall be as set out in the software maintenance and support agreement applicable to the Authority in respect of the Software (including the supply of software patches). Should the Tenderer be unwilling or unable to provide maintenance and support for the Software for any reason [or should the Software Maintenance be terminated for any reason, we confirm that we can offer maintenance and support of the Software as set out above (either by ourselves or through a subcontractor) and agree to maintain and support the Software for the remainder of the duration of the System Maintenance Period] on mutually agreed terms, and the pricing shall be that offered to our other customers in the Government of Singapore, or if not available, then to our other customers, as long as the Software has not reached the end-of-life or end-of-support. We shall provide at least one (1) year's notice of any end-of-life or end-of-support for the Software.
5. We warrant that your right to maintenance and support for the Software as set out in this undertaking will survive the following events:
 - (a) the termination of the Contract between you and the Tenderer; or

(b) the termination of the legal relationship between the Tenderer and us.

6. We declare that this undertaking is intended to be legally binding and we agree to execute a formal agreement with you in respect of the obligations set out in this undertaking upon your written request.

7. In this Undertaking, the following words and phrases shall have the meanings set out below unless the context otherwise requires:

“**Contract**” means the resultant contract entered into between the Authority and the successful Tenderer for the provision of the System and the performance of other services.

For and on behalf of
Name of Software Proprietor:

by its authorised signatory
Name of signatory:
Designation:

Date: