

**PART 1 - SECTION C**

**CONDITIONS OF SOFTWARE MAINTENANCE  
AND SUPPORT**

**CONTENTS**

1. DEFINITIONS.....4

2. SERVICES TO BE PERFORMED .....4

3. SOFTWARE MAINTENANCE AND SUPPORT .....5

4. INTENTIONALLY LEFT BLANK .....6

5. EMERGENCY SERVICES.....6

6. ADDITIONAL ITEMS.....7

7. CHARGES FOR MAINTENANCE SERVICES.....7

8. WARRANTY AND DEFAULT.....7

9. CONTRACTOR'S RESPONSIBILITIES .....8

10. AUTHORITY'S RESPONSIBILITIES .....9

11. SECURITY DEPOSIT FOR PROVISION OF MAINTENANCE..... 10

12. OWNERSHIP OF INTELLECTUAL PROPERTY & PATENT, COPYRIGHT AND  
OTHER INDEMNIFICATION ..... 10

12A.UNAUTHORISED CODE ..... 11

13 SECURITY AND DATA BREACH PROCEDURES ..... 12

14. DURATION AND TERMINATION ..... 13

15. LIST OF SCHEDULES ..... 15

16. LIQUIDATED DAMAGES ..... 15

**LIST OF SCHEDULES**

- 1<sup>st</sup> SCHEDULE : List of Application Software
- 2<sup>nd</sup> SCHEDULE : INTENTIONALLY LEFT BLANK
- 3<sup>rd</sup> SCHEDULE : Monthly Maintenance Charges
- 4<sup>th</sup> SCHEDULE : Liquidated Damages

## 1. DEFINITIONS

1.1 These Conditions of Software Maintenance and Support apply if the Authority exercises the Maintenance Option to purchase Maintenance Services pursuant to **Clause 27** of the Conditions of Contract (Part 1 - Section B). For avoidance of doubt, and subject to **Clause 1.2** below, where the Conditions of Software Maintenance and Support apply, they shall apply in addition to and without prejudice to the provisions of Conditions of Contract (Part 1 - Section B).

1.2 In the event of any conflict or inconsistency between the Conditions of Contract (**Part 1 - Section B**) and these Conditions of Software Maintenance and Support in respect of the Maintenance Services, the latter shall prevail to the extent of the inconsistency.

1.3 In these Conditions of Software Maintenance and Support, unless the context otherwise requires.

“**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.

“**Operating Hours**” means the scheduled operating hours of the System which will be from 0000 hours to 2359 hours every day from Mondays to Sundays and Public Holidays.

“**Support Hours**” means hours from 0730 hours to 1830 hours every day from Mondays to Fridays with Saturdays, Sundays and Public Holidays excepted.

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

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

1.4 All other capitalized terms used in these Conditions of Software Maintenance and Support shall have the same meanings as in the Conditions of Contract (**Part 1 - Section B**) unless otherwise defined or where the context otherwise requires.

1.5 All references to clauses, unless otherwise expressly stated, are references to clauses numbered in these Conditions of Software Maintenance and Support 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 2 refers to Clause 2.1 and 2.2 inclusive of all their respective subclauses if any. A reference to Clause 2.1 refers to Clause 2.1(a) to 2.1(b) inclusive of all their respective subclause if any).

## 2. SERVICES TO BE PERFORMED

2.1 The Contractor shall provide maintenance and support services for the Application Software, which shall include maintenance and support for any other application

development software or tools listed in the 1st Schedule.

- 2.2 The Contractor shall inform the Authority of the contact persons, contact telephone numbers and designated email addresses of its personnel to whom requests for any Maintenance Services shall be directed, including but not limited to the Emergency Services under **Clause 5**. Any report of a defect in the System to any person nominated by the Contractor by name or to a person answering to a telephone number supplied by the Contractor or to any designated email address pursuant to this Clause shall be deemed to be a request for the relevant Maintenance Services received by the Contractor. The Contractor shall ensure that its contact persons are contactable by the Authority at all times.

### 3. SOFTWARE MAINTENANCE AND SUPPORT

- 3.1 Maintenance and support for the Application Software shall include the following:

- (a) investigation and correction of defects in the Application Software as reported by the Authority including temporary corrections and bypass of the defects until such time as standard corrections or updates of the Application Software are available ("**Remedial Support**");
- (b) installation, testing and the implementation of standard corrections, updates, supply and installation of new versions and new releases of the Application Software and updating of related documentation and materials;
- (c) rendering advice on the performance tuning of all items of Application Software;
- (d) recovering lost data, restoration and repair of damaged data and the correction of erroneous data to the extent possible;
- (e) restoring the System to an operable state where System Downtime is attributable to Application Software defect or error;
- (f) rendering advice and guidance to the Authority in the use of the System;
- (g) at the request of the Authority, providing training for the personnel of the Authority in the use of the Application Software;
- (h) informing the Authority of all future updates and new releases of the Application Software within one (1) week of their release for general distribution and, when so requested by the Authority, supplying and installing the relevant update and releases within four (4) weeks of receipt of the Authority's request; and
- (i) providing the Authority with all necessary documentation needed for the maintenance of the Application Software including all necessary updates of the same; and

- (j) providing other software support services including technical advice and assistance as may be required by the Authority from time to time.

### 3.2 Remedial Support

- 3.2.1 The Contractor shall provide Remedial Support during Support Hours.
- 3.2.2 On receipt of information from the Authority of a defect or an error in the System, the Contractor shall immediately dispatch its personnel to the Site and the personnel shall arrive at the Site within two (2) hours of the time the information from the Authority was received.
- 3.2.3 Time shall be of the essence in responding to calls for Remedial Support. The Contractor shall ensure that the response time stated in **Clause 3.2.2** is complied with and shall, if requested by the Authority, provide its personnel with mobile devices (including but not limited to mobile phones) or any other equipment which the Authority may require to ensure that the response time is always complied with.
- 3.2.4 Where the Contractor is not able to remedy the defect or error or successfully implement a temporary correction or bypass within four (4) hours of the arrival at the Site, the Contractor shall, without any cost to the Authority, engage the services of an independent expert, who may be an employee or agent of the developers of the particular defective software, to remedy the defect or error, or effect a temporary correction or bypass. The independent expert shall arrive and commence work at the Site within four (4) days of the request for Remedial Support.
- 3.2.5 Immediately after such remedies are ready for implementation, the Contractor shall deliver to the Authority the corrected version of the object code of the Application Software in machine-readable form for loading on to the Hardware together with appropriate amendments to the Documentation, if any, specifying the nature of the correction and providing instructions for the proper use of the corrected version of the Application Software on the Hardware.

## 4. INTENTIONALLY LEFT BLANK

## 5. EMERGENCY SERVICES

- 5.1 “**Emergency Services**” means Remedial Support for the Application Software provided by the Contractor upon receipt of notification from the Authority outside the Support Hours that the Application Software is defective or is malfunctioning.
- 5.2 The Contractor shall provide Emergency Services upon request by the Authority and Clause 3 of these Conditions of Software Maintenance and Support shall apply to Emergency Services in the same manner as they apply to the Maintenance Services provided for Application Software.
- 5.3 Notwithstanding anything contained in this Contract, the Authority and the Contractor shall mutually agree on the scale of charges for Emergency Services under this Clause

and in the absence of such agreement, the Authority shall pay the Contractor for Emergency Services in accordance with the Contractor's then current charges for the same or similar services supplied at Fair Market Value.

## 6. ADDITIONAL ITEMS

- 6.1 The Authority may, with the written consent of the Contractor, include other items of software, whether or not these are included in the Application Software, within the purview of these Maintenance Services and all terms and conditions set out relating to the Maintenance Services shall apply to these additional items.

## 7. CHARGES FOR MAINTENANCE SERVICES

- 7.1 Subject to the provisions of this Contract and the Contractor's due and timely performance of its obligations herein, the Authority shall pay the Contractor the charges as specified in the **3rd Schedule**. The charges quoted shall be exclusive of GST on the services to be supplied by the Contractor. The Authority shall reimburse the Contractor any GST chargeable on the services.
- 7.2 All charges payable for the Maintenance Services shall commence as from the expiry of the Software Warranty Period. Where any additional item is included within the purview of the Maintenance Services, the additional charges payable in respect of those items shall be pro-rated on a daily basis for the period from the addition of those items to the next maintenance payment date for the Application Software so as to be payable in future on the same date as the other items under the purview of the Maintenance Services.
- 7.3 The Contractor shall invoice the Authority on a monthly basis in accordance with such means and in such format as may be specified by the Authority and the Authority shall pay the amounts due within thirty (30) days of receipt of each invoice. All invoices shall be drawn and all payments shall be made in Singapore Dollars. The invoices shall also specify any GST payable by the Authority.
- 7.4 The Contractor shall be entitled to quote increased charges for maintenance and support for the Maintenance Period from one year to the next provided that any increase quoted by the Contractor for the charges from one year to the next shall not exceed five per cent (5%) of the charges for the previous year.

## 8. WARRANTY AND DEFAULT

- 8.1 The Contractor warrants and undertakes that:-
- (a) all its personnel and those of its Sub-contractors or agents are suitably qualified and competent to carry out the tasks required of it under this Contract;
  - (b) it shall carry out its obligations in conformity with the generally accepted

standards of skill, care and diligence appropriate to the nature of the service rendered;

- (c) any equipment or material used by it, including debugging software, firmware, shall not interfere with the normal operation of the System during its Operating Hours;
- (d) during the Maintenance Period, the System Availability Level shall not be less than ninety-five per cent (95%) for each month or part of the month; and
- (e) in the event it fails to comply with any of its obligations under the Contract and in particular the obligations under this **Clause 8.1**, the Contractor shall, without request, take immediate action to remedy the same without any cost to the Authority.

8.2 Where the Contractor fails or refuses to carry out its obligations under this Contract and, in particular, the obligations set out above in **Clause 8.1**, the Authority may itself employ and pay another party to undertake the performance of the obligation and the Contractor shall, without prejudice to the Authority's other rights and remedies in relation to the Contractor's default, bear any expense, cost, damage or loss which the Authority sustained on account of the Contractor's default. Any failure of the Authority to make any inspection or discover any defective work or any aspect of the Contractor's default shall not affect the Contractor's obligations under this Contract.

## 9. CONTRACTOR'S RESPONSIBILITIES

9.1 The Contractor shall maintain a log of all its activities at the Site relating to the Maintenance Services. The Contractor shall propose a format for the log and recommend procedures for its usage for the Authority's approval. The log shall include but not be limited to the following:

- (a) date and time the Contractor is notified of any defect for malfunction;
- (b) date and time of arrival of the Contractor's personnel at the Site;
- (c) item or part of the Application Software subject to investigation;
- (d) total time the System or part thereof is made unavailable to the Authority;
- (e) description of defect(s), including cause(s);
- (f) corrective action taken, including temporary corrections, bypasses;
- (g) preventive action to be taken; and
- (h) tests performed and results.

9.2 Following every visit to the Site by the Contractor's personnel, the Contractor shall at its own expense and 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.

- 9.3 Where the Contractor is unable to rectify any defect or malfunction within twenty-four (24) hours from the time the Contractor is notified of the same, the Contractor shall immediately notify the Authority giving pertinent details including the time by which it expects to complete the rectification. The notice shall be for information only and it shall not by itself result in a waiver by the Authority of any rights or remedies the Authority is entitled to under the Contract.
- 9.4 The Contractor shall continue with its efforts to correct or rectify any defect or malfunction in the Application Software reported to it until such time as the defect or malfunction is corrected or restored such as to enable the System to operate in the manner contemplated in the Requirements Specification.
- 9.5 The Contractor shall, even where a defect or malfunction in the System is due to a factor for which the Authority is responsible, assist the Authority to correct or rectify the defect or malfunction if the Authority agrees to pay the Contractor its charges on the same basis as charges for Emergency Services.
- 9.6 Any software or equipment of any kind used by the Contractor to carry out its obligations shall be deemed to be included in the charges payable for such services and shall not interfere with the normal operations of the System. Any debugging tools used by the Contractor which are incorporated into the Application Software shall become the property of the Authority.
- 9.7 The Contractor shall, at the request of the Authority, assist and/or supervise the dismantling, packing, unpacking, inspection and re-installation of the System or part thereof where the System or part thereof is moved from one location to another in Singapore provided that the Authority has given at least thirty (30) days' notice of its intention to move the System or part thereof to the Contractor.
- 9.8 The Contractor shall fully comply with any written instructions on information security matters (including IT Security Best Practices) that may be issued by the Authority.
- 9.9 The Contractor shall provide local support [*to elaborate*] for the Application Software.

## **10. AUTHORITY'S RESPONSIBILITIES**

- 10.1 During the period under which the Maintenance Services are being provided by the Contractor, the Authority shall:-
- (a) ensure that proper environmental conditions are maintained for the System and shall maintain in good condition the accommodation of the Hardware, the cables and fitting associated with the Hardware and the electricity supply to the Hardware;

- (b) provide the Contractor reasonable access to the System to enable the Contractor to carry out its obligations provided that such access shall not interfere with the normal operations of the Authority;
- (c) not make any modification to the Application Software without the Contractor's prior written consent except for:
  - (i) modifications made in accordance with documentation provided by the Contractor;
  - (ii) modifications to the Application Software to enable it to meet the Requirements Specifications or such additional requirements as may be agreed between the Authority and the Contractor;
  - (iii) configuration of the Application Software;
  - (iv) modifications made in accordance with provisions set out in the Contract;
  - (v) installation of approved software into the System; or
  - (vi) installation of software or types of software which the System is intended to work with;
- (d) operate the Application Software in a prudent manner in accordance with the advice of the Contractor;
- (e) not attempt to adjust, repair or maintain the Application Software nor request, permit or authorise any person other than the Contractor or persons approved by the Contractor to carry out adjustments, repair or maintenance to the Application Software; and
- (f) promptly notify the Contractor if the Application Software or the System as a whole requires maintenance or is not operating correctly.

## 11. INTENTIONALLY LEFT BLANK

## 12. OWNERSHIP OF INTELLECTUAL PROPERTY & PATENT, COPYRIGHT AND OTHER INDEMNIFICATION

12.1 **Clauses 30 and 35 of Part 1 - Section B** shall apply to all corrected and modified versions of the Application Software as such clauses are expressed to apply to the Application Software *mutatis mutandis* and the Parties hereby undertake to be bound by and to comply with the terms thereof accordingly.

12.2 Any termination of this Contract (howsoever occasioned) shall not affect the Authority's right to continue to use the then current version of the Application Software in accordance with the provisions of the rights granted by the Contractor pursuant to **Clause 30 of Part 1 - Section B**.

**12A. UNAUTHORISED CODE**

12A.1 The Contractor warrants that at the time of the performance of any Maintenance Services, all magnetic or other storage media 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 Maintenance Services;

shall not contain any Unauthorised Code.

12A.2 Prior to and at the time of performance of any Maintenance Services, the Contractor shall conduct a complete and thorough scan for Unauthorised Code using a reliable anti-virus software package(s) on all software and materials provided as part of the Maintenance Services.

12A.3 In the case of breach of **Clause 12A.1** above:

- (a) the Contractor shall indemnify the Authority fully against all costs incurred by them in the course of or incidental to removing the Unauthorised Code and recovering any lost or damage data or software; and
- (b) 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.

12A.4 If, after the performance of any Maintenance Services, the Application Software 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, its Sub-contractor, or their respective employees:

- (a) the Contractor shall indemnify the Authority fully against all costs incurred by them in the course of or incidental to removing the Unauthorised Code and recovering any lost or damage data or software; and
- (b) 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.

12A.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.

12A.6 Where the administrative efforts (inclusive of investigative efforts) occasioned by the

discovery of an Unauthorised Code under this Clause also constitute administrative efforts occasioned by a Security Breach Event (as defined below) under **Clause 67 of Part 1 Section B – Conditions of Contract**, the higher of the two liquidated damages amount shall apply.

### 13 SECURITY AND DATA BREACH PROCEDURES

#### 13.1 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.

#### 13.2 If any of the Maintenance Services that will be provided to the Authority 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.

#### 13.3 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 and/or Third Party Supplier's personnel, facilities and infrastructure that are used to perform this Contract;
- (c) facilitate interviews with the Contractor's and Sub-contractor's and/or Third Party Supplier'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.
- 13.4 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 and/or its Adviser.
- 13.5 The Contractor shall not, and shall ensure that its Sub-contractors and/or its Third Party Suppliers do not, inform any third party of any Security Breach Event without the Authority's prior written consent.
- 13.6 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.
- 13.7 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 of the Conditions of Contract (Part 1 Section B)**.
- 13.8 In these Conditions of Software Maintenance and Support:
- “**Third Party Supplier**” means any third party (including any Sub-contractor) that provides or performs any part of the Maintenance Services.

#### 14. DURATION AND TERMINATION

- 14.1 If the Authority exercises the Maintenance Option under **Clause 27 of the Conditions of Contract (Part 1 Section B)**, the Maintenance Services shall commence on the day after the expiry of the Software Warranty Period and shall be for a period of four (4) years.
- 14.2 The Authority may, at any time from the expiry of the Software Warranty Period, terminate the Contract by giving at least 1 months' notice in writing to the Contractor without providing any reason.
- 14.3 The Authority may terminate the Contract with immediate effect by written notice to the Contractor if the System or any substantial part thereof is lost, stolen or damaged beyond economic repair.
- 14.4 The Authority may, at any time from the expiry of the Software Warranty Period, terminate this Contract by giving at least seven (7) days' notice in writing to the Contractor where the Contractor has breached or failed to observe any term of this Contract or generally failed to perform its obligations under the Contract in the

manner contemplated by this Contract and has failed to remedy the failure or default within a period of thirty (30) days from the receipt of a notice in writing by the Authority requiring the Contractor to do so.

- 14.5 The Contractor may terminate this Contract by giving at least seven (7) days' notice in writing to the Authority where the Authority has failed to make any payment due for the Maintenance Services or has materially defaulted in carrying out its obligations in relation to the Maintenance Services to the extent that the Contractor is unable to properly carry out the Contractor's obligations to perform the Maintenance Services and has failed to make the payments due or remedy the material default within a period of thirty (30) days from the receipt of a notice in writing from the Contractor requiring the Authority to do so.
- 14.6 On the termination of this Contract, any monies or fees paid in advance by the Authority shall, without affecting any remedy which the Authority may have for any breach of this Contract by the Contractor, be pro-rated and refunded to the Authority.
- 14.7 Any termination of this Contract, however occasioned, shall not affect the accrued rights or liabilities of either Party nor shall any remedy which any Party have against the other for breach of this Contract be affected.
- 14.8 In the event of any termination or expiration of this Contract however caused, the Contractor shall conduct a thorough inspection of the System together with the Authority or its nominated supplier to fully ascertain the condition of the System at the date of such termination or expiration and sign a mutually agreed certificate in respect of the findings of such inspection. If any of the following is discovered:
- (a) any obligations of the Contractor under the Contract which remains undischarged; or
  - (b) any defect, malfunction or error in the Application Software was rectified in a manner which would render future maintenance effort more costly, inconvenient or cumbersome;

the Contractor shall, upon request by the Authority, remedy the foregoing to the Authority's satisfaction, failing which, the Authority may:

- (i) remedy the matters referred to in paragraphs (a) and (b) above and the Contractor shall indemnify the Authority against all costs incurred in relation to the remediation; or
- (ii) hand the System over to a new maintenance supplier without remedying the matters referred to in paragraphs (a) and (b) above, in which event the Contractor shall indemnify the Authority against all increased maintenance charges required by the new maintenance supplier on account of the matters referred to in paragraphs (a) and (b) above.

**15. LIST OF SCHEDULES**

The Tenderer shall attach the following schedules in its Tender Offer:

**15.1 1ST SCHEDULE**

- (a) List of Application Software covered under this Contract;

**15.2 INTENTIONALLY LEFT BLANK****15.3 3RD SCHEDULE**

This schedule shall specify the monthly charges for maintenance and support for the Maintenance Period of all Application Software covered under this Contract. The charges quoted shall be exclusive of GST.

**16. LIQUIDATED DAMAGES**

- 16.1 In the event that the Contractor fails to provide the Maintenance Services in accordance with the service levels as stated in Part 1 Section C and Part 2 of this Contract, the Authority shall have the right (in addition to and without prejudice to all other rights or remedies available, including the Authority's right to terminate the Contract pursuant to **Clause 14 of the Conditions of Software Maintenance and Support**) to require the Contractor to pay liquidated damages based on the computation listed in 4<sup>th</sup> Schedule of Part 1 Section C.

Reference: Clause 16 of Conditions of Contract Part 1 Section C

S/No.	Specific Clause	Condition	Liquidated Damages
1	Clause 8.1(d) of <b>Part 1 Section C</b> - <b>Conditions of Software Maintenance</b> and Clause 12.2.1 of <b>Part 2 - Requirement Specifications</b>	Contractor fails to meet the System Availability Level	0.1% of the contract year maintenance price for each day (or any part thereof) that the incident persists.
2	Clause 17.3.2 of <b>Part 2 - Requirement Specifications</b> .	Contractor fails to resolve the reported problem within the stipulated turnaround time for problem resolution	For Severity 1 and 2: 0.3% of the contract year maintenance price for each day (or any part thereof) that the problem persists after the stipulated Problem Resolution Time. For Severity 3: 0.1% of the contract year maintenance price for each day (or any part thereof) that the problem persists after the stipulated Problem Resolution Time.
3	Clause 18.2.2 of <b>Part 2 - Requirement Specifications</b> .	Contractor fails to complete the Service Request/ Change Request within the specified time	Deduction of 0.5% of the Service Request/ Change Request price for each day of delay.