

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In the Contract the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) "Appendices" means the Appendices A to B to these Conditions.
- (b) "Conditions" means these Standard Conditions of Contract for Supply of Goods and the Particular Conditions of Contract for Supply of Goods (if any).
- (c) "Contract" means the Tender Offer, the Instructions to Tenderers and its Appendices, these Conditions and Appendices, the Specifications, Drawings, Rates (if any), the Letter of Acceptance, Purchase Orders and such other letters, e-mail correspondences and documents as the parties may expressly identify in writing and agree as forming part of the Contract.
- (d) "Contract Period" means the period so described and stated in Appendix A including any extension thereof by the HDB in accordance with the Contract and during which the Superintending Officer may issue the Purchase Order.
- (e) "Contract Rates" means the unit rates (if any) set out in the Letter of Acceptance and Rates (if any) and shall be fixed subject only to adjustments expressly provided for in the Conditions.
- (f) "Contract Sum" means the lump sum (if any) set out in the Letter of Acceptance and shall be fixed subject only to adjustments expressly provided for in the Conditions.
- (g) "Contractor" means the person or firm or company whose Tender Offer has been accepted by the HDB and includes the Contractor's legal personal representatives and any person to whom the rights or liabilities of the Contractor have been assigned or transferred with the consent in writing of the HDB under Clause 20.1.
- (h) "Defects" means any part of the Works not designed, provided or completed in accordance with the Contract. For the avoidance of doubt and without limiting the generality of the expression, the term shall be taken to include any item of Equipment, Tools and Materials or Rejected Goods or work which does not or may not conform to the relevant standards or pass the tests prescribed in or to be inferred from the Contract.
- (i) "Drawings" means the drawings, maps and plans referred to in the Contract including such drawings, maps and plans which have been prepared by the Contractor and such others as may from time to time be issued or accepted in writing by the Superintending Officer.

- (j) "Equipment, Tools and Materials" mean all equipment, apparatus, hardware, technology, vehicles, tools, software, communication lines, system, connections, interfaces, materials, printed matter, test data, utilities such as electricity, water, gas, Internet and telecommunication services, electronic payment services, fixtures, fittings and anything of whatsoever nature required for the execution and completion of the Works and the remedying of any Defects.
- (k) "the HDB" or "the Employer" means the Housing & Development Board, Republic of Singapore. Where the expression the "Board" is used in any document forming part of the Contract, such expression shall be deemed to refer to the Housing & Development Board, Republic of Singapore.
- (l) "Goods" means all goods, including technical documentation, parts or units thereof, proposed in the Contractor's Tender Offer as being capable of meeting or exceeding the Specifications and accepted in the Letter of Acceptance which the Contractor is required to supply under the Contract. Unless otherwise stated in the Contract, all Goods shall be new and unused.
- (m) "Instruction in Writing" means the written instruction issued by the Superintending Officer from time to time to the Contractor.
- (n) "Letter of Acceptance" means the formal acceptance by the HDB of the Tender Offer.
- (o) "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.
- (p) "Loss and Expense" means:
 - (i) Direct relevant costs of labour, Equipment, Tools and Materials actually incurred;
 - (ii) Costs of an overhead nature actually and necessarily incurred but in either case only in so far they would not otherwise have been incurred and which were not and should not have been provided for by the Contractor; and
 - (iii) 15% of any such costs, such 15% to be inclusive of and in lieu of any profits, head office or other administrative overheads, financing charges (including foreign exchange losses) and any other costs, loss or expense of whatsoever nature and howsoever arising.
- (q) "Personal Data" means data in manual or electronic form, which relates to a living person who can be identified:
 - (i) from the data, or
 - (ii) from the data and other information which is in the possession of, or is likely to come into the possession of, the agency or organisation.
- (r) "Purchase Order" means the order form issued pursuant to Clause 11.3.

- (s) "Rates" means those unit rates set out in the Schedule of Rates and shall be fixed subject only to adjustments expressly provided for in the Conditions including any additions thereto agreed in writing by the HDB and the Contractor.
- (t) "Rejected Goods" means any Goods that are found on delivery, or upon installation where installation is required, or during the Warranty Period to be:
 - (i) damaged or defective in design, materials or workmanship; or
 - (ii) inferior to approved samples; or
 - (iii) incorrect or not in accordance with the Contract; or
 - (iv) not newly manufactured or of unsatisfactory quality or not fit for the ordinary uses contemplated by the HDB; or
 - (v) fail to function properly or fail to meet any Specifications or specifications published by the Contractor as applicable to the Goods.
- (u) "Site" and "Sites" means the places where the Goods are to be delivered and where the number and locations shall be as set out in Appendix A for the purposes of the Contract.
- (v) "Specifications" means all specifications contained in the Contract including any modifications or additions thereto as may from time to time be issued or approved in writing by the Superintending Officer.
- (w) "Subcontractor" mean any person, firm or company including the consultants, contractors, subcontractors, suppliers, system integrators, solution providers and other contractors whether nominated or privately engaged by the Contractor to perform any part or parts of the Contractor's obligations and includes the Subcontractor's duly appointed representatives, successors and permitted assignees and the Subcontractor's subcontractor and where the context requires, a particular consultant, contractor, subcontractor, supplier, system integrator, solution provider or other contractors.
- (x) "Superintending Officer (SO)" means the person as stated in Appendix A to the Conditions or such other person or firm or corporation as may be appointed by the HDB from time to time to exercise all or any of the powers of the Superintending Officer.
- (y) "Superintending Officer's Representative (SO's Rep)" means the persons as stated in Appendix A to the Conditions, or any other person or firm or corporation from time to time authorised by the Superintending Officer to exercise all or any of the powers of the Superintending Officer's Representative.
- (z) "Tender Offer" means the Contractor's offer to the HDB to execute and complete the Works and carry out all its obligations and responsibilities under the Contract at the Contract Rates or Contract Sum as accepted by the HDB in the Letter of Acceptance.
- (aa) "Time for Completion" means the time or times for completion of the Works as set out in the Letter of Acceptance, Appendix A to the Conditions, Purchase Order, Instruction in Writing, or the Specifications and subject to such extension or extensions of time (if any) as the Contractor may be allowed under the Contract.

- (ab) “Total Contract Value” means the aggregate sum of the Contract Rates multiplied by the quantities as set out in the Form of Tender (if any). The aggregate sum of the Contract Rates multiplied by the quantities varies subject to adjustment on the quantities.
- (ac) “Warranty Period” means the period so described and stated in Appendix A to the Conditions.
- (ad) “Works” means the supply and delivery of all items of Goods to Site including installation (if any) as required under the Contract and where the context requires, a phase or part of the Works.

1.2 Singular and Plural

Words importing the singular also include the plural and vice versa where the context requires.

1.3 Headings and Marginal Notes

The headings and marginal notes in the Conditions are for guidance only, and shall not be deemed to be part of the Conditions or be taken into consideration in the interpretation or construction of the Conditions or of the Contract.

1.4 Clause References

All references to clauses in this Conditions or any other documents, unless otherwise expressly stated, are references to clauses numbered in this Conditions or the document in which the reference appears respectively.

1.5 Joint and Several Liability

- (1) If the Contractor is a member of a Consortium, each member of the Consortium shall be deemed to be jointly and severally liable to the HDB under this Contract.
- (2) Any introduction of, or changes to, the Consortium must be approved in writing by the HDB.
- (3) Should additional member(s) be added to the Consortium at any time with the approval of the HDB, he or they shall be deemed to be included in the expression ‘the Contractor’.
- (4) If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or cease to exist in accordance with the laws of the country of incorporation:
 - (a) this Contract shall continue and not be dissolved, and
 - (b) the remaining member(s) of the Consortium shall be obliged to perform and complete this Contract.

2 SCOPE OF CONTRACT

The Contractor shall perform the Works in accordance with the Contract.

3 SUPPLY OF GOODS AS AND WHEN REQUIRED BY THE HDB

Where the HDB has entered into a Contract with the Contractor for the supply of Goods as and when required by the HDB during the Contract Period, the Contractor shall upon receipt any Purchase Order for specific quantities of the Goods specified in the Contract, proceed to perform the Works in accordance with the Contract. The HDB shall be under no obligation to purchase the Goods specified in the Contract except to the extent of the Purchase Order or Instruction in Writing for those Goods issued by the SO's Rep.

4 SUPERINTENDING OFFICER AND SUPERINTENDING OFFICER'S REPRESENTATIVE

4.1 Superintending Officer's Authority

- (1) The authority of the Superintending Officer shall be that stated in or necessarily to be implied from the Contract. Any limitations on the authority of the Superintending Officer are set out in Appendix A to the Conditions.
- (2) Except as expressly stated in the Contract, the Superintending Officer shall have no authority to relieve the Contractor of any of its obligations under the Contract.

4.2 Superintending Officer's Representative

The Superintending Officer's Representative shall be appointed by and be responsible to the Superintending Officer and shall carry out such duties and exercise such authority as may be delegated to the Superintending Officer's Representative by the Superintending Officer under Clause 4.3. For the avoidance of doubt, the Superintending Officer may appoint more than one Superintending Officer's Representative.

4.3 Superintending Officer's Authority to Delegate

- (1) Save to the extent that the Superintending Officer may otherwise specify by written notice to the Contractor and subject to Clause 4.3(2), the Superintending Officer's Representative shall have the powers vested in the Superintending Officer and its actions shall have the same effect as though it had been done by the Superintending Officer. Provided that:
 - (a) Any failure of the Superintending Officer's Representative to disapprove any work shall not prejudice the authority of the Superintending Officer to disapprove such work and give instructions for the rectification of any such work; and
 - (b) If the Contractor disputes any act of the Superintending Officer's Representative, it shall refer the matter to the Superintending Officer who shall confirm, reverse or vary (as the case may be) the act or decision of the Superintending Officer's Representative.

- (2) Unless expressly authorised in writing by the Superintending Officer, the Superintending Officer's Representative shall not have the powers vested in the Superintending Officer on the following clauses:

Clause 10.1	-	Suspension of Work
Clause 10.2	-	Suspension Lasting More Than 90 Days
Clause 21	-	Termination by the HDB; and
Clause 23	-	Settlement of Disputes.

- (3) The Superintending Officer may exercise any power or perform any duty conferred upon him by these Conditions, notwithstanding the delegation by him of such power or duty.

4.4 Appointment of Assistants

The Superintending Officer or the Superintending Officer's Representative may appoint in writing any number of persons to assist the Superintending Officer's Representative in the carrying out of his duties. The Contractor shall be notified in writing upon its written request of the names, duties and authority (if any) of such assistants. Unless authorised in writing by the Superintending Officer, such assistants shall have no authority to issue any instructions to the Contractor save insofar as such instructions may be necessary to enable them to carry out their duties and to secure that the Works are in accordance with the Contract.

4.5 Instructions by Superintending Officer

Instructions given by the Superintending Officer shall be in writing. Provided that if for any reason the Superintending Officer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Superintending Officer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Clause. Provided further that if the Contractor, within three (3) working days, confirms in writing to the Superintending Officer any oral instruction of the Superintending Officer and such confirmation is not contradicted in writing within the next three (3) working days by the Superintending Officer, it shall be deemed to be an instruction of the Superintending Officer. However, should the Superintending Officer withdraw any such oral instructions at any time within the aforesaid period of 6 working days, then the Superintending Officer may certify pursuant to Clause 16, such sum as may be reasonable in respect of such Loss and Expense that the Contractor has incurred by reason of his compliance with the Superintending Officer's oral instruction that has been withdrawn. The provisions of this Clause shall equally apply to instructions given by the Superintending Officer's Representative and any assistants appointed pursuant to Clause 4.4. For the purposes of this Clause, the term "working days" shall exclude Sundays and public holidays.

4.6 Failure to Comply with Superintending Officer's Instructions

If the Contractor, after receipt of an instruction from the Superintending Officer, the Superintending Officer's Representative or any assistant appointed pursuant to Clause 4.4, fails to comply with it within seven (7) days (or within such period as may be stipulated in the instruction):

- (a) The HDB may either by itself do, or employ or engage any other person to do, whatever may be necessary to carry out or give effect to the instruction and recover from the Contractor the amount of Losses incurred or suffered by the HDB in connection therewith; and
- (b) The amount of any other loss or damage suffered or incurred by the HDB as a result of or arising from the Contractor's failure to comply with the instruction shall also be recoverable by the HDB from the Contractor.

4.7 Urgent Work

Save as otherwise provided in the Contract, if by reason of any accident or failure or other event occurring to or in connection with the Works, any remedial or other work shall in the opinion of the Superintending Officer be urgently necessary and the Contractor is unable or unwilling at once to do such remedial or other work, the Superintending Officer may authorise the carrying out of such remedial or other work by a person other than the Contractor. If the remedial or other work so authorised by the Superintending Officer is work which in the opinion of the Superintending Officer the Contractor was liable to do or for which the Contractor was otherwise responsible under the Contract, the amount of any Losses incurred in carrying out the same shall be recoverable by the HDB from the Contractor.

4.8 Waiver or Fetter

The acceptance by the Superintending Officer of any deliverables or other work shall not relieve the Contractor of any of its obligations to execute and complete the Works in accordance with the Contract and such acceptance shall not be construed as a waiver of or fetter on the exercise by the Superintending Officer of his powers under the Contract.

5 CONTRACT DOCUMENTS

5.1 Contract Documents to be taken as Mutually Explanatory

The several documents forming the Contract are to be taken as mutually explanatory of one another but in the event of any conflict or inconsistency between the Conditions and the other documents forming the Contract, the Conditions shall be given precedence. Within the Conditions, the Particular Conditions, if any, shall be given precedence.

5.2 Custody and Supply of Documents

The Contractor shall make at its own cost any copy or copies of the Contract documents required. Unless it is strictly necessary for the purposes of the Contract, the Contractor shall not use the Contract documents and other documents provided by the HDB or the Superintending Officer or communicate the content of the aforesaid without the consent of the Superintending Officer.

5.3 Need for Further Information

The Contractor shall give adequate notice in writing to the Superintending Officer:

- (a) of any further drawing, specification or other information which the Superintending Officer is required to provide under the Contract;
- (b) of any drawing, specification, instruction or other information which is required by any specific time, whenever the planning or execution of the Works is likely to be delayed or disrupted by its lack, and whether or not the need for it is shown on any programme accepted by the Superintending Officer under Clause 8.

The notice shall also state the consequences in terms of delay to the progress, execution or completion of the Works or any part of the Works and any financial consequences should the Superintending Officer not comply with any of the requirements of the notice. The Superintending Officer shall on receipt of the notice comply with its requirements, provided that it is given in sufficient time for the Superintending Officer reasonably to prepare and issue the information required.

5.4 Further Supplementary Specifications and Instructions

The Superintending Officer shall issue to the Contractor, from time to time, such further or revised specifications or instructions as may in his opinion be necessary for the purposes of the execution and completion of the Works. The Contractor shall carry out and be bound by the same.

5.5 Delay and Time

If:

- (a) The Contractor shall have duly given notice pursuant to Clause 5.3 and if the Superintending Officer shall not have complied with any of its requirements; or
- (b) The Superintending Officer shall not have issued any further or revised specification or instruction as required by Clause 5.4,

and if thereby the progress or completion of the Works or any part of the Works has been materially affected then, subject to compliance by the Contractor with Clauses 12, 16 and 22, the Superintending Officer may grant an extension of time pursuant to Clause 12 and may certify pursuant to Clause 22 such sum as may be reasonable in respect of any Loss and Expense incurred by the Contractor.

6 GENERAL OBLIGATIONS OF THE CONTRACTOR

6.1 Contractor's General Responsibility

- (1) The Contractor shall, with due care and diligence carry out and complete the Works and remedy any Defects in accordance with the provisions of the Contract and to the satisfaction of the HDB. The Contractor shall provide all superintendence, labour, Equipment, Tools and Materials and all other things required for the execution and completion of the Works and remedying of any Defects. Nothing in this Clause shall affect the Contractor's responsibilities under common law to carry out and complete the Works.
- (2) The Contractor shall take full responsibility for the adequacy, accuracy, suitability, safety and all risks associated with or resulting from the provision of the Equipment, Tools and Materials and the Contractor's design, procedures, processes, operations and methods for the execution and completion of the Works.
- (3) The HDB shall not at any time be liable for loss or damage to any of the Equipment, Tools and Materials nor for any Losses arising from the presence or use of the Equipment, Tools and Materials.

6.2 Responsibility for Subcontractor

Save as otherwise expressly provided in the Contract, the Contractor shall make good any damage, loss or injury suffered by the HDB by reason of any breach of contract, repudiation, default or failure, whether total or partial, on the part of any Subcontractor, whether nominated or privately engaged by the Contractor, and shall indemnify the HDB against all and any Losses arising therefrom.

6.3 Responsibility for Identifying Ambiguities, Discrepancies, etc

- (1) Either the Superintending Officer or the Contractor shall forthwith notify the other party in writing as soon as either becomes aware of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the Contract documents that may at any time be found.
- (2) Where either party has been notified, the Superintending Officer insofar as it may affect the execution or completion of the Works shall then explain and adjust it and may issue to the Contractor an instruction so as to resolve the ambiguity, discrepancy, conflict, inconsistency or omission. If, in the opinion of the Contractor, compliance with any such instruction is likely to or has involved the Contractor in any Loss and Expense which could not have been reasonably foreseen by an experienced contractor (assuming a diligent perusal of the documents submitted prior to Contract), the Contractor shall forthwith notify the Superintending Officer in writing and subject to compliance with Clauses 12, 16 and 22, the Superintending Officer may grant an extension of time pursuant to Clause 12 and may certify pursuant to Clause 22 such sum as may be reasonable in respect of such Loss and Expense.
- (3) In the event that instructions issued by the Superintending Officer to resolve such ambiguity, discrepancy, conflict, inconsistency or omission result in a reduction in the Contract Sum, the Contract Rates or the Rates, as the case may be, such reduction shall be determined in accordance with Clause 14.4 and the Superintending Officer shall be entitled to reduce any valuation of the Works made under Clause 22 accordingly.

6.4 Security Deposit

- (1) Within fourteen (14) days from the date of the Letter of Acceptance or such longer period as may be prescribed by the HDB, the Contractor shall deposit with the HDB an amount specified in Appendix A to the Conditions by way of security for the due performance of and observance by the Contractor of its obligations under the Contract.
- (2) The Contractor may, in lieu of the cash deposit in Clause 6.4(1) and for the same purposes, provide a guarantee for an equivalent amount from a Monetary Authority of Singapore (MAS)-approved bank or MAS-approved insurance company and in the prescribed form.
- (3) The term "Security Deposit" shall hereinafter refer to:
 - (a) Cash deposited under Clause 6.4(1); or
 - (b) Cash proceeds of any or all demands on the guarantee provided pursuant to Clause 6.4(2).

The HDB may utilise the Security Deposit to make good any Losses sustained or likely to be sustained as a result of any breach of contract whatsoever by the Contractor, including any liquidated damages. If the amount of the Security Deposit utilised by the HDB to make good any such Losses is found to be greater than the amount of Losses actually sustained by the HDB, then the HDB shall pay the balance of the amount utilised by the HDB without the addition of interest to the Contractor or to the bank or insurer, as the case may be, in the time and manner as set out in the Appendix A to the Conditions. Under no circumstances shall the HDB be liable to pay to the Contractor any damages, whether by way of interest or otherwise, for any failure or delay by the Superintending Officer in refunding the Security Deposit or any payment due or payable to the Contractor.

- (4) The provisions of this Clause shall not affect the rights and remedies expressly reserved herein to the HDB or bar the HDB from claiming Losses incurred or sustained or likely to be sustained by the HDB as a result of any breach of contract of whatsoever nature by the Contractor.

6.5 Sufficiency of Tender Offer

- (1) The Contractor shall be deemed to have satisfied itself before submitting the Tender Offer as to the correctness and sufficiency of the Tender Offer which shall be deemed to cover all its obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.
- (2) All expenses, legal or otherwise incurred in connection with the preparation and execution of this Contract in duplicate including stamp duties, if any, shall be borne by the Contractor and payable forthwith on written demand by the HDB.

6.6 Patents, Trademarks, Copyright etc

The Contractor shall defend, indemnify and save harmless the HDB from and against all claims and proceedings for or on account of infringements of any patent rights, design, trademark name or copyright or other protected rights in respect of any Equipment, Tools and Materials, goods, design or operations and methods (designed and submitted by the Contractor pursuant to its obligations under the Contract) used for performance of the Works and from or against all Losses whatsoever in respect of such claims or proceedings or in relation thereto, except where such infringement results from compliance with the Specifications.

6.7 Work extending Beyond Contract Period or Extended Contract Period

The Contractor shall execute and complete any work instructed by the Superintending Officer pursuant to a Purchase Order or Instruction in Writing issued notwithstanding that the execution or completion of such work or removal and replacement of any Rejected Goods or remedying of any Defects therein may extend beyond the Contract Period.

7 NOTICES AND FEES

7.1 Compliance with laws, regulations etc.

The Contractor shall comply with and give notices required by any law, regulation or by-law, or by any public authority or public service company, relating to the Contract. The Contractor shall pay and indemnify the HDB against any fees or charges imposed by any law, regulation or by-law, or any public authority or public service company in respect of the Contract. Without prejudice to the generality of the foregoing, the Contractor warrants and undertakes to comply fully with all applicable provisions of the Workplace Safety and Health Act (Cap. 354A), Central Provident Fund Act (Cap. 36), Work Injury Compensation Act (Cap. 354) and Goods and Services Tax Act (Cap. 117A).

7.2 Variations Arising from Compliance

The Contractor shall, before making any variation from the Specifications necessitated by the compliance with Clause 7.1, give to the Superintending Officer notice in writing specifying and giving the reasons for such variation and applying for instructions in reference thereto. Provided that if the Contractor does not receive instructions from the Superintending Officer within seven (7) days from the date of the receipt of its application by the Superintending Officer, it shall proceed with the Works conforming to the law, regulation, by-law or requirements of the public authority or public service company in question. Any variation necessitated as aforesaid which could not have been reasonably foreseen by an experienced contractor at the time of submission of the Tender Offer (and if it is not required by or in consequence of any deficiency or fault in the Works for which the Contractor is responsible under the Contract) shall be deemed a variation under Clause 14.1 and dealt with as such.

7.3 Cost of Compliance

The Contractor shall be wholly responsible for compliance with the requirements of any law, regulation, by-law or public authority as stipulated in Clause 7.1 notwithstanding that such written law is enforced by the HDB or that such public authority is, or is part of the HDB. The HDB shall be deemed not to be responsible or liable for:

- (a) Any costs imposed by any requirements of any law, regulation, by-law or public authority; or
- (b) Any default or delay by any public authority in the enforcement or implementation of any law, regulation or by-law.

8 PROGRAMME FOR THE WORKS

8.1 Programme to be Furnished

- (1) Within fourteen (14) days after the date of the Letter of Acceptance or such other time as the Superintending Officer may reasonably require, the Contractor shall confirm with the Superintending Officer on the readiness and other details to commence the Works.
- (2) Based on the confirmation as per Clause 8.1(1) and not later than fourteen (14) days from the date of such confirmation, the Contractor shall submit to the Superintending Officer a programme for the Works in the form and in compliance with the requirements specified in the Contract or otherwise required in writing by the Superintending Officer. The Contractor shall, whenever required by the Superintending Officer, furnish him with such further particulars and information as the Superintending Officer may reasonably require for the purpose of determining the acceptability of the programme for the Works.
- (3) Within twenty-one (21) days of receiving the programme and any further particulars and information required in relation to it, the Superintending Officer shall notify the Contractor in writing if it is accepted or unacceptable. If the Contractor is not so notified, the programme shall be deemed to be accepted.
- (4) If the programme is not acceptable to the Superintending Officer, he shall notify in writing the Contractor of his reasons for rejecting it and the Contractor shall within fourteen (14) days of receiving such notification submit a programme acceptable to him. Subject to Clause 21.1, the Superintending Officer shall within a further fourteen (14) days of the submission of such further programme notify the Contractor in writing whether such further programme is accepted or unacceptable. If the Contractor is not so notified, such further programme shall be deemed to be accepted. If it is not acceptable, then the same procedure as set out above shall apply.

8.2 Revision of Programme

Subject to Clause 8.1 of these Conditions or should it appear to the Superintending Officer that the actual progress of the Works does not conform with the programme accepted under Clause 8.1 or due to any other reason whatsoever, the Superintending Officer may instruct in writing the Contractor to supply additional particulars or to submit a revised or modified programme (or both) in order to show and to ensure completion of the Works within the Time for Completion. The Contractor shall comply with such an instruction within seven (7) days or such other period as the Superintending Officer may specify in the instruction.

8.3 Acceptance of Programme

The acceptance by the Superintending Officer of the programme or of any revised or modified programme shall not relieve the Contractor of any of its obligations to execute and complete the Works in accordance with the Contract and by the Time for Completion, and such acceptance shall not be construed as the grant of an extension of time under Clause 12 or as a waiver of or fetter on the exercise by the Superintending Officer of his powers under Clause 12.5 or by the HDB or the Superintending Officer under Clause 21.

8.4 Failure to Submit Adequate Programme

In the event that the Contractor fails to comply with Clauses 8.1 and/or 8.2, without prejudice to any other rights and remedies which may be available to the HDB or the Superintending Officer, the Superintending Officer shall have the power to certify that ten percent (10%) of all moneys that may be due to the Contractor as interim payments be retained by the HDB, in addition to such other retentions as may be allowed under the terms of this Contract, until such time that the Superintending Officer is satisfied that the Contractor has complied with the requirements of Clauses 8.1 and/or 8.2. The amount retained by the HDB shall only be released to the Contractor, without interest, upon a certificate by the Superintending Officer that it may be paid.

9 QUALITY IN WORKS AND GOODS

9.1 Quality in Works

All Works shall be executed and completed in accordance with the Specifications and the instructions of the Superintending Officer.

9.2 Delivery

The Contractor shall deliver the Goods at the Site including installation (if any) and in the manner specified in the Contract. The Contractor shall obtain a receipt for the Goods delivered from the Superintending Officer's Representative. The issue of such receipt shall in no way relieve the Contractor from his responsibility for removing and replacing Rejected Goods under Clause 9.3.

9.3 Removal and Replacement

- (1) The Contractor shall at his own cost and within seven (7) days from the date of notification by the Superintending Officer, remove and replace any Rejected Goods, failing which the HDB shall be entitled without prejudice to any other rights and remedies to :
 - (i) purchase replacements elsewhere or to make good any damage in any manner it deems necessary and all costs including but not limited to any Losses suffered or incurred by the HDB shall be recoverable from the Contractor;
 - (ii) Claim from the Contractor storage charges and other expenses incurred in relation to the Rejected Goods until collection by the Contractor or disposal in accordance with Clause 9.3 (iii), whichever is earlier; and

- (iii) If the Rejected Goods are not collected after one (1) month from the date of notification by the Superintending Officer, to dispose of the Rejected Goods in any way the HDB deems fit and claim all expenses incurred thereby from the Contractor.
- (2) Where any Goods are rejected by the HDB pursuant to Clause 9.3(1) or pursuant to any other provision of law, the Contractor shall be deemed to have completely failed to perform the Works.
- (3) Notwithstanding anything to the contrary, the risk of loss, damage or deterioration of Rejected Goods (whether rejected pursuant to this Clause 9.3 or otherwise) shall be borne by the Contractor at all times and possession shall be deemed to have never passed to the HDB.

9.4 Inspection of goods

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

9.5 Samples Testing

The Superintending Officer shall have the right to call for samples of the Goods to be supplied under the Contract for approval and for such further samples as are required until the samples submitted are in accordance with the requirements of the Contract. Upon the approval of the Superintending Officer the approved samples shall form the standards to be maintained for the duration of the Contract. If any Goods supplied under the Contract are not in accordance with the contract or with any approved sample, then the Superintending Officer shall have the right to submit any such Goods to expert examination and/or test and all costs in connection therewith shall be borne by the Contractor unless such examination and/or test shows that the said Goods are in accordance with the Contract or with the approved samples.

9.6 Acceptance Tests

The Contractor shall conduct all tests in accordance to the acceptance test plan and procedures as set out in the Specifications (if any) to verify and demonstrate that the Goods meet the Specifications as set out in the Contract.

9.7 Notify and Search for Defects

Either the Superintending Officer or the Contractor shall forthwith notify the other party in writing as soon as either becomes aware of any Defect(s) should arise or is discovered, at any time from the commencement of Works to the end of the Warranty Period where applicable. Upon sending or receiving such notification in writing, the Superintending Officer may instruct the Contractor to search under the direction of the Superintending Officer for the cause of the Defect(s). If such Defect(s) is one for which the Contractor is liable under the Contract or the necessity for such a search is caused by the Contractor or arises from some default by the Contractor, the cost of the work carried out in searching as aforesaid shall be borne by the Contractor.

9.8 Warranty

- (1) The Warranty Period shall commence on the date of acceptance of the Works on Site. The length of the Warranty Period shall be so described and stated in Appendix A or such period as agreed in writing.
- (2) Where during the Warranty Period, any Rejected Goods is found then unless it is shown that the foregoing is caused solely by improper use or mishandling by the HDB, the Contractor shall, at its own expense (including transportation costs), at the written notification of the HDB, replace, rectify or completely repair the Rejected Goods and deliver the replaced, rectified or completely repaired Goods to the HDB within seven (7) days from the date of receipt by the Contractor of the Rejected Goods. The Contractor may, in lieu thereof, elect to replace the Rejected Goods.
- (3) The Warranty Period shall be extended from the date of original expiry of the Warranty Period, by a period equivalent to the period commencing on the date of the said notification to the date of acceptance of the repaired, rectified or replaced Goods by the HDB. In the event that the remaining Warranty Period (after such extension) as at the date of such acceptance is less than one (1) month, the Warranty Period shall be extended such that the date of expiry of the Warranty Period falls one (1) month after the date of such acceptance.
- (4) The HDB's rights and remedies under this Clause 9.8 are independent of and without prejudice to any other rights and remedies of the HDB.

9.9 Defects

- (1) Either the Superintending Officer or the Contractor shall forthwith notify the other party in writing as soon as either finds any Defect(s) during the execution or progress of the Works or in any completed Works. The Superintending Officer may instruct the Contractor in writing to do any or all of the following:
 - (a) To re-do any work so that it is in accordance with the Contract.
 - (b) To remove from or not to bring to the Site any Equipment, Tools and Materials which in the opinion of the Superintending Officer are or may not be in accordance with the Contract and to replace such Equipment, Tools and Materials with those which are in accordance with the Contract.
 - (c) To carry out any service recovery for third parties who in the opinion of the Superintending Officer have been adversely affected by any work not executed or completed by the Contractor in accordance with the Contract and to attend to and fully resolve all enquiries and demands from such third parties
- (2) All work referred to in Clause 9.9(1) shall be executed by the Contractor at its own cost if the necessity for such work is in the opinion of the Superintending Officer, due to:
 - (a) the fact that it is a Defect; or
 - (b) Neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

- (3) The Contractor shall comply with the Superintending Officer's instruction. If the necessity for the execution of any work is other than one of the causes set out in Clauses 9.9(2) (a) to (b), subject to compliance by the Contractor with Clause 16, such work shall be valued in accordance with Clause 14.4 as if it were a variation ordered under Clause 14.1 but shall not otherwise be construed as a variation to the Works for the purposes of Clause 14.1 or 14.4.

10 SUSPENSION

10.1 Suspension of Work

- (1) The Contractor shall on the written instructions of the Superintending Officer suspend the progress or execution of any parts or whole of the Works for such time or times and in such manner as the Superintending Officer may consider necessary and shall, during such suspension, properly protect and secure the Works and Goods or such phase or part of the Works or such parts or units of the Goods as is necessary in the opinion of the Superintending Officer.
- (2) Subject to Clauses 10.2, 16 and 22, the Superintending Officer may certify any Loss and Expense which the Contractor may have incurred in giving effect to the instruction beyond any Losses which would have been incurred or for which the Contractor had or ought to have allowed in the Tender Offer and, subject to Clause 12, may grant the Contractor an extension of time unless such instruction, loss, expense, costs or damages or extension is:
- (a) Otherwise provided for in the Contract; or
 - (b) Necessary by reason of some default on the part of the Contractor or is caused by an event which was or would have been the Contractor's responsibility to overcome; or
 - (c) Necessary for the proper execution of the Works or any part of the Works.

10.2 Suspension Lasting More than 90 Days

If the progress of the Works or any part of the Works is suspended on the Instruction in Writing of the Superintending Officer for more than ninety (90) days, the Contractor may, unless such suspension is otherwise provided for in the Contract, or continues to be necessary by reason of default on the part of the Contractor or for the proper execution of the Works or any part of the Works, serve a notice in writing on the Superintending Officer requiring permission within thirty (30) days from the receipt of such notice to proceed with the Works or that part of the Works which is suspended. If such permission is not granted within such period of thirty (30) days, the Contractor may by a further notice in writing so served elect to treat the suspension where it affects only a part of the Works as an omission of such part under Clause 14.1 or, where it affects the whole of the Works, as the case may be, as if HDB had at the expiry of such period of thirty (30) days given a Notice of Termination pursuant to Clause 21.4, in which event the Contractor shall be entitled to be paid in accordance with the provisions of Clause 21.4(2).

11 ADMINISTRATION

11.1 Commencement and duration of Contract

- (1) The Contractor shall commence Works:
 - (a) On the date specified in the Letter of Acceptance;
 - (b) If no date is specified in the Letter of Acceptance, on the date specified in a Purchase Order, Instruction in Writing to that effect from the Superintending Officer.

Thereafter the Contractor shall proceed with due diligence and expedition and without delay in accordance with the Contract and in accordance with the programme or any revised or modified programme accepted by the Superintending Officer pursuant to Clause 8.

11.2 Extension of the Contract Period

- (1) At any time prior to the expiry of the Contract Period, the HDB may in writing to the Contractor from time to time extend the Contract Period by a maximum aggregate of six (6) months and the same terms and conditions contained in the Contract will continue to apply.
- (2) The Contractor shall be bound by the Contract Rates or the Contract Sum as the case may be, for all the Purchase Orders issued within the extended Contract Period under Clause 11.2(1), as the case may be. No extension in the Contract Period required by the HDB shall vitiate the Contract.

11.3 Purchase Orders

- (1) All orders for items of Goods to be supplied under the Contract shall be given from time to time, in writing, by the Superintending Officer on the appropriate order form (hereinafter referred to as "the Purchase Order"). All such Purchase Orders shall clearly state the details and nature of the Goods to be supplied and shall state the amount, valued in accordance with Clause 11.4 and/or Clause 11.5 (as the case may be). Such amounts shall become due to the Contractor on the satisfactory completion of all the Works specified on such Purchase Orders. Upon satisfactory completion of such supply, the Contractor shall submit his claim in accordance with Clause 22.1 to the Superintending Officer who shall certify the payment due to the Contractor at the time and in the manner hereinafter provided.
- (2) On receipt of any Purchase Order the Contractor shall commence execution of the Works referred to therein and complete in accordance with the Contract.

11.4 Submission of Quotations for Purchase Orders

The Superintending Officer may, before issuing a Purchase Order, require the Contractor to submit a quotation for any proposed Works and the Contractor shall be obliged to submit such quotation in writing at his own cost. The Superintending Officer may before or after issuing a relevant Purchase Order under Clause 11.3 accept in writing the Contractor's quotation and Clause 11.5 shall not apply to the valuation of that

Purchase Order nor shall the Contractor be entitled to any Loss and Expense in respect of that Purchase Order or any other compensation, damages or other amount whatsoever other than the Works issued under the said Purchase Order issued in accordance with the accepted quotation. The issuance of a Purchase Order shall not be treated as an acceptance of any quotation.

11.5 Valuation of Purchase Orders

- (1) Subject to Clause 11.4, valuations of Purchase Orders shall be carried out as follows:
 - (a) by measurement and valuation at the Contract Rates or at analogous or pro-rated rates;
 - (b) where the above method in Clause 11.5(1)(a) is not applicable, then by measurement and valuation at fair market rates and prices; and
 - (c) where none of the above methods in Clauses 11.5(1)(a) and 11.5(1)(b) are applicable, then the valuation shall be based on the cost of necessary machinery, materials or goods, labour and any additional equipment necessary for the performance of the Works plus 15 per cent. This percentage shall be deemed to compensate adequately the Contractor in respect of all supervision, the use of Equipment, Tools and Materials, overheads, profit and all other loss, expense, costs or damages incurred in or connected with the performance of the Works.

11.6 Obsolete Model

In the event that the model of the product offered by the Contractor in the Tender Offer has become obsolete and cannot be supplied if a Purchase Order is issued for it, the Contractor shall make available an improved model to the HDB at the same or lower price than that of the obsolete model. Provided that the Contractor must obtain the written approval of the HDB at least fourteen (14) days before supply the improved model. If the written approval is granted, the obsolete model shall be replaced by the improved model thereafter. The Contractor shall not supply the obsolete model thereafter.

11.7 Title and Risk

- (1) Title to the Goods shall pass from the Contractor to the HDB upon successful completion of the acceptance test (or upon delivery including installation (if any) if there is no acceptance test as referred to in Clause 9.6).
- (2) The risk of loss or damage to the Goods shall pass from the Contractor to the HDB after the receipt of the Goods by the HDB at Site. Risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are received by the Contractor for the purpose of modification, replacement, repair or rectification until the completed Goods are delivered to the HDB and HDB has acknowledged receipt therefor.

11.8 Contractor's Representative

- (1) The Contractor shall appoint a competent and authorised person to represent it ("Contractor's Representative") and shall notify in writing to the HDB and the Superintending Officer of the name of such person. The Contractor's Representative shall give his whole time in leading the execution and management of the Works. Any instructions given to him by the Superintending Officer shall be deemed to have been given to the Contractor.
- (2) The Superintending Officer shall be empowered to object to the appointment or employment or continued employment of the Contractor's Representative and upon receipt from the Superintending Officer of a notice of objection in writing, the Contractor shall forthwith remove him. Provided always the Superintending Officer shall not issue such a notice of objection unreasonably or vexatiously.

11.9 Removal of Workmen and Other Personnel

The Contractor shall use or employ in and about the execution of the Works only such persons as are careful, skilled and experienced in their respective vocations, trades and callings and the Superintending Officer shall be at liberty to object to and require the Contractor to remove immediately from the Works any such person employed by the Contractor in or about the execution of the Works who in the opinion of the Superintending Officer misconducts himself or is incompetent or negligent in the proper performance of his duties and whose continued presence is undesirable or unacceptable. Such persons shall not be again used or employed upon the Works without the prior written permission of the Superintending Officer.

11.10 Non-disclosure of Information

- (1) The Contractor shall not, except in the proper performance of its duties under the Contract or with the prior written approval of the HDB, during or after the expiry or termination of the Contract, reproduce, publish, use or disclose, or permit such reproduction, use, publication or disclosure to any person, firm or corporation of any information relating to the Contract or HDB's policies or such other information as the Contractor may access or acquire pursuant to the Contract.
- (2) The Contractor shall furnish an undertaking for non-disclosure in the form set out in Appendix B to these Conditions within fourteen (14) days from the date of the Letter of Acceptance. The Contractor shall undertake to procure similar undertakings for non-disclosure from, including but not limited to, all its employees and Subcontractors, who are directly connected with the provision of Works under the Contract from time to time. The Employer may request from the Contractor, copies of the undertakings for non-disclosure, if necessary, and the Contractor shall be obliged to furnish the same should the Employer so request in writing.
- (3) Termination or expiry of this Contract due to whatsoever cause shall not vitiate the obligation of confidentiality imposed on the Contractor, its employees, agents and Subcontractor under this Clause and the aforesaid undertaking for nondisclosure shall remain in full force and effect notwithstanding the expiry or earlier termination of this Contract.

11.11 Access for Superintending Officer

The Superintending Officer and any person authorised by him to examine or inspect the Goods shall at all reasonable times have access to the Goods and to the factories, workshops or other places where any Goods, Equipment, Tools and Materials are being prepared or stored for the Contract. The Contractor shall ensure that its Subcontractor shall permit the Superintending Officer and any person authorised by him to have such access.

11.12 Safety Knowledge and Competency

The Contractor shall be responsible to keep its workman and other person in its employment whether permanent or temporary, full-time or part-time, trained and well versed with the necessary knowledge and competency in safe work practices. The Contractor shall encourage its employees to take responsibility for workplace safety and health as well as leveling up their safety knowledge and competency by sending them for safety training courses accredited by the Ministry of Manpower. The Contractor shall inculcate a culture of safety and health at all its workplaces and implement pro-active measures to minimise risks.

12 TIME FOR COMPLETION AND EXTENSION

12.1 Contractor to complete on Time and comply with Contract

The Contractor shall provide and complete the Works and any part of the Works within the Time or Times for Completion stated in:

- (a) The Purchase Order;
- (b) The Specifications; or
- (c) The Instruction in Writing; as the case may be.

12.2 Grounds for Extension of Time

- (1) The time within which the Works or any part thereof is to be completed may be extended by the Superintending Officer either prospectively or retrospectively and before or after the relevant Time for Completion by such further period or periods of time as may reasonably reflect delay in execution and/or completion of the Works, which notwithstanding due diligence and the taking of all reasonable steps by the Contractor to avoid or reduce such delay, will or has been caused by any of the following events:
 - (a) An event which is beyond the Contractor's reasonable control (a force majeure event)..
 - (b) Exceptionally adverse weather conditions or severe haze conditions the assessment of which shall be in accordance with the relevant provision in the Contract.
 - (c) Industrial action by workmen, strikes, lock-outs or embargoes affecting any of the trades employed upon the Works or in the preparation or transportation of Equipment, Tools and Materials required for the Works and provided the same

are not due to any unreasonable act or default of the Contractor, its employees, agents or any of its Subcontractor. Provided that this event shall only apply if the industrial action by workmen, strike, lock-out or embargo causing the delay is in Singapore.

- (d) "Excepted risks" as defined in Clause 19.4 of the Conditions.
- (e) Compliance with any law, regulation, by-law or the requirements of any public authority as stipulated in Clause 7.1.
- (f) Fire, storm, lightning, high winds, earthquake or flooding.
- (g) Ordering of test by the Superintending Officer which is not provided by the Contract pursuant to Clause 9.5, unless the test showed that the Equipment, Tools and Materials, Goods or workmanship had not been in accordance with the provisions of the Contract.
- (h) The issue of any instruction for a variation.
- (i) Subject to Clause 10.1(2) an instruction by the Superintending Officer to suspend any work.
- (j) The Contractor not having received from the Superintending officer within a reasonable time necessary Drawing, instructions or other information in regard to the Works for which notice has been given by the Contractor in accordance with Clause 5.3.
- (k) Acts or omissions of other contractors engaged by the HDB in executing work not forming part of the Contract.
- (l) Any act of prevention or breach of contract by the HDB not mentioned in this Clause.
- (m) Any search instructed by the Superintending Officer under Clause 9.7 and such search reveals any defect, shrinkage or other fault for which the Contractor is not liable.
- (n) Epidemics or pandemics resulting in shortages of the labour, goods, materials required for the Works or inability to proceed with any part of the Works.
- (o) Any other ground for extension of time expressly mentioned in the Contract.

Provided always that the Contractor shall not be entitled to any extension of time where the instructions or acts of the HDB are necessitated by or intended to cure any default or breach of Contract by the Contractor and such disentitlement shall not set the corresponding Time for Completion at large.

12.3 Notice

- (1) If the Contractor is of the opinion that the execution or completion of the Works is or will be or has been delayed by any of the events stated in Clause 12.2, it shall forthwith notify the Superintending Officer in writing of such event and shall in any case do so within seven (7) days of the occurrence of such event. If the Contractor is of the opinion that the event is one which entitles it to an extension of time under Clause 12.2, it shall

in that notice and in any case not later than the seven (7) day period set out above, inform the Superintending Officer, together with the appropriate Contract references, of the reasons why there will or may be delay to the completion of the Works, the length of the delay and of the extension of time required. Both the submission of a notice in writing and of the further information within the seven (7) day period set out above shall be conditions precedent to any entitlement to an extension of time. Subject also to compliance with Clause 12.3(2) hereof, the Superintending Officer shall notify the Contractor in writing within fourteen (14) days of the receipt of the notice in writing whether in its opinion the event is one which does or might entitle the Contractor to an extension of time.

- (2) If the Superintending Officer is of the opinion that the notice given by the Contractor or the accompanying references or reasons are insufficient to enable him to decide on the Contractor's application, the Superintending Officer may require the Contractor to provide within seven (7) days or such other period as may be required by the Superintending Officer such further particulars concerning any event and the circumstances of the delay, the measures planned and/or taken to prevent or minimise delay and any further information which the Superintending Officer may reasonably require.

12.4 Effects of Failure to complete on Time and comply with Contract

Subject to Clause 12.2 (1), if the Contractor fails to provide and complete the Works within the Time or Times for Completion, the HDB shall have the right

- (a) to cancel all or any such items of Goods from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or
- (b) to deduct from any moneys due or to become due to the Contractor or require the Contractor to pay, a sum so described and stated in Appendix A, as liquidated damages for every day of delay until the Goods are delivered.

12.5 Notification to Expedite

If for any reason which does not entitle the Contractor to an extension of time, the rate of progress of the Works or any part thereof is at any time, in the opinion of the Superintending Officer, too slow to achieve completion by the Time for Completion of the Works or any part thereof, the Superintending Officer shall notify in writing the Contractor accordingly. The Contractor shall thereupon take such steps as are necessary to expedite progress and to complete the Works or any part thereof in accordance with the Contract. Such steps shall include, if required by the Superintending Officer, the preparation of a revised or modified programme for acceptance pursuant to Clause 8. Unless the Superintending Officer shall issue an instruction for variation as described in Clause 14.1(e), the Contractor shall not be entitled to any additional payment whatsoever for taking any of the steps referred to herein.

13 LIQUIDATED DAMAGES

13.1 Payment by Contractor

If any part of the Works has not been carried out or substantially completed within the Time for Completion or any extended time pursuant to Clause 12 or any part of the Works have not been executed in accordance with the Contract, the Contractor shall pay or allow to the HDB liquidated damages calculated in the manner stipulated in the Appendix A to these Conditions and the HDB may recover the amount of such liquidated damages from the Contractor. The payment or deduction of such damages shall not relieve the Contractor from its obligation to execute and/or complete the Works or from any of its obligations and liabilities under the Contract.

13.2 HDB's Common Law Rights for Damages

In the event that the HDB for whatever reason shall not be entitled in law to recover the liquidated damages, the HDB shall remain entitled to recover such Losses as it would have been entitled under common law as if the provisions in this Clause relating to the payment of liquidated damages had not formed part of the Contract. The Contractor's liability to pay the HDB such Losses shall not be limited in any way whatsoever by the amount of liquidated damages for which it might otherwise have been liable.

14 VARIATIONS AND VALUATION OF VARIATIONS

14.1 Variations

- (1) The term "variation" shall mean any change in the original Contract intention as deduced from the Contract as a whole describing or defining the Works to be carried out and shall include but is not limited to:
 - (a) Addition to or omission from the Works;
 - (b) Changes in the character or nature of any part of the Works;
 - (c) Postponement of any part of the Works to be carried out by the Contractor as required by HDB;
 - (d) Requirement to execute or complete the Works or any phase or any part earlier than the relevant stipulated requirements.
- (2) The term "variation" shall include any changes as aforesaid which may be designed to alter the use to which the Works will be put, but shall exclude any instruction (which would otherwise be a variation) which has arisen due to or is necessitated by or is intended to cure any default of or breach of contract by the Contractor.

14.2 Power to Order Variations

The Superintending Officer may at any time issue an instruction in writing ("Authorisation Order") requiring a variation. If or to the extent that an instruction does not state that it requires a variation but the Contractor considers that it does require a variation, the Contractor shall within fourteen (14) days from the date of receipt of the instruction notify in writing the Superintending Officer which may, if he thinks fit, within fourteen (14) days

from the date of receipt of the Contractor's notification, confirm, modify, rescind or contradict in writing the instruction and the Contractor shall then comply therewith.

14.3 Submission of Quotations

The Superintending Officer may, before issuing an instruction for any variation, require the Contractor to submit a quotation for any proposed variation and the Contractor shall be obliged to submit such quotation in writing at its own cost. The Superintending Officer may before or after issuing an instruction under Clause 14.2 accept in writing the Contractor's quotation and Clauses 14.4 and 14.5 shall not apply to the valuation of that variation nor shall the Contractor be entitled to any Loss and Expense in respect of that instruction or any other compensation, damages or other amount whatsoever other than a valuation made in accordance with the accepted quotation. An instruction requiring a variation shall not be treated as an acceptance of any quotation.

14.4 Valuation of Variations

Subject to Clause 14.3, all variations shall be valued as follows:

- (a) Where the varied work is of a similar character to or is executed under similar conditions as and does not significantly change the quantity of work described in the Contract, the Contract Rate, shall determine the valuation; or
- (b) Where the varied work is of similar character to work described in the Contract but is not executed under similar conditions of such work described in the Contract or involves significant changes in the quantity of such work described in the Contract, the Contract Rates, shall be the basis for determining the valuation but with a fair allowance for any differences in such conditions and/or quantity; or
- (c) Where (a) and (b) above do not apply, then by valuation at fair market rates and prices;
- (d) Where none of the above methods is applicable or appropriate in the circumstances of the particular varied work, then the valuation shall be based on the cost of necessary machinery, materials or goods, labour and any additional equipment necessary. This percentage shall be deemed to compensate adequately the Contractor in respect of all supervision, use of Equipment Tools and Materials, overheads, profit and all other loss, expense, costs or damages incurred in or connected with the execution of the varied work;
- (e) The Contract Rates or the breakdown of the Contract Sum as set out in the Tender Offer, as the case may be, shall determine the valuation of items omitted provided that if omissions vary the conditions under which any remaining items of work are carried out, the values for such remaining items shall be determined under Clauses 14.4 (b) or (c) or (d) as the case may be.

14.5 Agreement on Valuation

- (1) The Contractor shall carry out all variations instructed by the Superintending Officer pending the valuation of the variation by the Superintending Officer.

- (2) The Contractor shall provide the Superintending Officer with such details and particulars including invoices and receipts as the Superintending Officer may require for the purpose of valuing the variation. The Superintending Officer shall make such valuation as shall in its opinion be reasonable and shall notify the Contractor in writing ("Variation Order") of the value of the variation. The Contractor shall, within thirty (30) days of the receipt of the Variation Order, give notice of any disagreement in writing to the Superintending Officer and shall at the same time set out the valuation which it considers should have been made, giving full details and particulars and the appropriate Contract references. If the Contractor does not give notice of its disagreement with the valuation of the Superintending Officer as aforesaid, it shall be deemed to have accepted the Variation Order which shall be final and binding on the Contractor and shall not thereafter be disputed or questioned by the Contractor in any way whatsoever.
- (3) Following receipt of the Contractor's notice of disagreement, the Superintending Officer may amend the whole or any part of any valuation previously made, in which case the provisions of Clause 14.5(2) shall apply mutatis mutandis.

14.6 Alternative Proposals by Contractor

- (1) The Contractor may submit in writing to the HDB at its own cost, a detailed proposal for changes to the Works which is likely to offer significant benefits (including long-term or life-cycle cost benefits) to the HDB.
- (2) At the HDB's request, and if the Contractor is agreeable to proceed with the proposal, the Contractor shall provide (at no cost to the HDB) a report on the details, implications and benefits of the proposal including the estimated cost savings that would arise from any proposed changes.
- (3) The proposal shall not include anything which might adversely affect or compromise the safety or quality of the Works or which may be inconsistent with any provision of this Contract or the purpose and intent of the Works.
- (4) The HDB shall consider the Contractor's proposal but is not bound to accept any proposal. No claim by the Contractor shall arise out of the HDB's non-acceptance of any proposal.
- (5) The HDB may accept all or any part of the proposal subject to such conditions or modifications as it thinks fit. If such conditions or modifications are accepted by the Contractor, the Superintending Officer shall issue an Instruction in Writing requiring all or any part of the proposal to be carried out and the Contractor shall comply with such instructions. For the avoidance of doubt, any such instruction issued by the Superintending Officer under this Clause 14.6 shall not be treated as an instruction requiring a variation under Clause 14.2 and the Contractor shall not be entitled to claim for additional payment in respect of such changes accepted by the HDB under this Clause 14 save as provided in Clause 14.6(7) hereof.
- (6) The Contractor's responsibilities and obligations in respect of the Works under the Contract shall continue to apply notwithstanding the HDB's acceptance of the whole or any part of the Contractor's proposal.
- (7) The actual cost savings arising from any proposal accepted by the HDB under this Clause shall be shared by the Contractor and the HDB in equal proportions. The Contractor shall be entitled to claim payment of half the amount of the actual cost savings in accordance with Clause 16.

- (8) For the avoidance of doubt, the changes accepted by the HDB under this Clause 14.6 shall be valued based on the principles set out at Clause 14.4 and 14.5 for the purpose of determining the actual cost savings arising from the proposal. The Contractor shall not be entitled to any Loss and Expense in respect of an instruction issued under this Clause 14.6 or any other compensation, damages or other amount whatsoever other than the Contractor's share of the actual cost savings as provided under Clause 14.6(7).
- (9) HDB shall bear its own costs and expenses incurred in reviewing and assessing the proposal received.

15 CLAIMS FOR LOSS AND EXPENSE

15.1 Reasons for Loss and Expense

The Contractor shall be entitled to recover as Loss and Expense sustained or incurred by it and for which it would not be reimbursed by any other provision of the Contract, all Losses of whatsoever nature and howsoever arising as a result of the regular progress and/or completion of the Works or any phase or part of the Works having been disrupted, prolonged or otherwise materially affected by the:

- (a) Issue of an instruction for a variation;
- (b) Suspension by the Superintending Officer of any work for a cause which entitles the Contractor to recover Loss and Expense;
- (c) The Contractor not having received from the Superintending Officer within a reasonable time necessary instructions or other information in regard to the Works for which notice in writing had been given by the Contractor in accordance with Clause 5.3;
- (c) the issue of an instruction by the Superintending Officer under any of Clauses 5.5, 6.3, 9.5 and 9.7 but only if the HDB is liable to pay to the Contractor any Loss and Expense by reason of such an instruction;
- (d) Acts or omissions of other contractors or service providers engaged by the HDB in executing work not forming part of this Contract; or
- (e) Any act of prevention or breach of contract by the HDB not mentioned in this Clause.

Provided always that the Contractor shall not be entitled to any such Loss and Expense where it arises from or is necessitated by or is intended to cure any default or breach of contract by the Contractor.

15.2 Sufficiency of Loss and Expense

The Contractor shall not be entitled to recover any Losses whatsoever resulting from any disruption, prolongation or other material effect to the regular progress, execution or completion of the Works or any phase or part of the Works except in accordance with the express provisions of the Contract.

16 PROCEDURE FOR CLAIMS

16.1 Notice of Claims

- (1) Whenever the Contractor intends to claim any payment pursuant to the Contract (other than Clause 14.4), it shall give notice in writing of its intention to do so to the Superintending Officer within sixty (60) days after the event giving rise to its claim has first arisen and shall comply with Clause 16.2 to 16.4. The notice shall specify the event and its consequences, and the giving of such a notice shall be a condition precedent to any entitlement that the Contractor may have.
- (2) The fact that the Contractor does not or may not know whether the valuation of a variation has been agreed or whether the Superintending Officer has decided to include in any certificate any amount in respect of any claim shall not excuse the Contractor from the requirement to give a notice under Clause 16.1(1).

16.2 Contemporary Records

Upon the happening of any event in respect of which the Contractor may intend to make a claim, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim it may subsequently wish to make. Without necessarily admitting the HDB's liability, the Superintending Officer may, on receipt of a notice under Clause 16.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records which he considers to be material to the claim of which notice has been given. The Contractor shall permit the Superintending Officer to inspect all records kept pursuant to this Clause and shall supply him with copies of such records as and when the Superintending Officer so instructs.

16.3 Substantiation of Claims

Within thirty (30) days, or such other time as may be agreed by the Superintending Officer, of giving notice under Clause 16.1, the Contractor shall send to the Superintending Officer an account in writing giving detailed particulars of the amount claimed and the grounds upon which the claim is based, together with particulars of any claim for extension of time made pursuant to Clause 12 and for any Loss and Expense associated therewith (where applicable). Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Superintending Officer may require, send such further interim accounts giving the accumulated amount of the claims and any further grounds upon which they are based. Within thirty (30) days of the end of the effects resulting from the event, the Contractor shall send to the Superintending Officer a final account of the claims. The obligation to give particulars of any claim for an extension of time under this Clause shall not release the Contractor from his obligations under Clause 12.3.

16.4 Access to Books and Documents

In order to verify any claim submitted under this Clause, the Superintending Officer shall have access to all books, documents, papers or records in the possession, custody or control of the Contractor that are material to the claim for the purpose of making audit, examination, excerpts and transcriptions. Such books, documents, papers or records

shall remain available in accordance with this Clause until all claims, arbitration or litigation have been finally disposed of. The Contractor shall use its best endeavours to ensure that all books, documents, papers or records in the possession, custody or power of its Subcontractor where material to the claim are similarly made available.

16.5 Payment of Claims

- (1) Subject to compliance with Clause 16.1 to Clause 16.4, the Contractor shall be entitled to have included in any payment certified by the Superintending Officer pursuant to Clause 22 such amount in respect of any claim as the Superintending Officer may consider due to the Contractor.
- (2) If the Contractor fails to supply the Superintending Officer with sufficient substantiation of the whole of any amount claimed, the Contractor shall only be entitled to payment in respect of such part of the amount as may have been substantiated to the satisfaction of the Superintending Officer.
- (3) The inclusion by the Superintending Officer in any certificate under Clause 22 of any amount in respect of any claim or any payment by the HDB in respect of any such amount shall not:
 - (a) prejudice the HDB's right to dispute the Contractor's entitlement to the amount certified either in principle, or as to its quantification or from referring such dispute for decision pursuant to Clause 23; and
 - (b) be taken into account by the Superintending Officer or any arbitrator (or other tribunal) in deciding whether the Contractor shall repay to the HDB the whole or any part of such amount.

16.6 Failure to Comply

If the Contractor shall have complied with Clause 16.1 but shall not have complied fully or at all with any of the provisions of Clause 16.2 to 16.4, the Superintending Officer shall be entitled to make such assessment, valuation or opinion as shall be reasonable on the basis of the information available to him. If the Contractor should dispute such an assessment, valuation or opinion, such dispute shall be decided by the Superintending Officer or the arbitrator (or other tribunal) on the basis only of the information available to the Superintending Officer at the time when he made his assessment, valuation or opinion and no account shall be taken of any information which the Contractor did not supply to the Superintending Officer, whether or not he could have done so.

17 INDEMNITY PROVISIONS

17.1 Injury to Persons

- (1) The Contractor shall be liable for and shall indemnify the HDB against any Losses whatsoever in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or by reason of the carrying out of the Works, unless the same is shown to be due solely to any negligent or wilful act of the HDB or of any person for whom the HDB is responsible.
- (2) For the avoidance of doubt, the indemnity provided by the Contractor under Clause 17.1(1) shall include any damages or compensation payable at common law or under

any statute in respect of or in consequence of any accident, illness or injury to any workman or other person in the employment of the Contractor or any Subcontractor, save and except an accident, illness or injury resulting solely from any act or default of the HDB, or of any person for whom the HDB is responsible.

17.2 Damage to Property

The Contractor shall be liable for and shall indemnify the HDB against any Losses due to injury or damage of any kind to any property real or personal (including any property of the HDB) insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the Works, unless the Contractor proves to the satisfaction of the Superintending Officer that it was not due to any negligence, omission, breach of contract or default of the Contractor, its employees, agents or its Subcontractor or of any person for whom the Contractor is responsible.

17.3 Contractor to Rectify Damage

The Superintending Officer shall be entitled to instruct the Contractor to rectify any such injury or damage and the Contractor shall upon receipt of such an instruction forthwith comply with the same. If the Contractor later establishes that it would not be liable for such injury or damage, the Superintending Officer's instruction shall be deemed to have been and shall be treated as a variation issued pursuant to Clause 14.1.

17.4 Claims for Damage to Property of the HDB or the Government

- (1) In the case of damage, loss or injury to property belonging to the HDB or the government or any other statutory or public authority ("relevant authority") caused by the Contractor or any person for whom it is responsible agents arising directly or indirectly out of or in relation to or in connection with carrying out of or completion of the Works, the cost of making good such Losses shall be recoverable by the HDB from the Contractor on presentation of an itemised certificate from the HDB or the relevant authority specifying the amount payable save and to the extent that the Contractor may prove to the satisfaction of the Superintending Officer that the amount or any part of it was not caused by any negligence, omission, breach of contract or default of the Contractor or any person for whom it is responsible. The cost of making good such Losses shall be recoverable by the HDB from the Contractor whether or not the HDB is liable in law to the relevant authority for the Losses.
- (2) Provided always that:
 - (a) Upon payment or deduction of such cost being made, the HDB shall, where the property does not belong to the HDB, pay the amount to the relevant authority and furnish to or procure for the Contractor such discharge or release as the Contractor may reasonably require.
 - (b) If the cost which the Contractor is liable to pay has not been ascertained at the time any moneys payable to the Contractor are due for release to it, then the HDB may withhold a sum which is, in the opinion of the Superintending Officer, sufficient to cover such liability. As soon as the cost payable by the Contractor has been ascertained and deducted from the sum retained, the balance if any shall be released to the Contractor.

- (3) Nothing herein shall affect in any way any other remedy at law that the owners of the property which has suffered damage, loss or injury may have against the Contractor.

18 INDEMNIFICATION OF THE HDB AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES

In the event of the HDB (including for this purpose every officer and department thereof) being held liable for damages arising out of any claim by any workman or employee employed by the Contractor in and for the performance of the Contract, the Contractor shall indemnify the HDB, its officers or departments against such claim and any costs, charges and expenses in respect thereof,

PROVIDED the same is not caused by the gross negligence or willful default of the HDB, its officers or agents.

19 INSURANCE FOR PERSONAL INJURY, WORK INJURY AND PROPERTY DAMAGE

19.1 The Policies

- (1) Without prejudice to its liability to indemnify HDB under Clauses 17 and 18, the Contractor shall at its own cost and expense before commencement of any work under the Contract and throughout the whole duration of the Contract maintain:

- (a) Such insurances (subject to any limitations permitted by the Contract) as are necessary to cover the liability of the Contractor and its Subcontractor in respect of personal injuries or death of any person whomsoever arising out of or in the course of or by reason of the carrying out of the Works or the subcontract works;
- (aa) Such approved policy as required under the Work Injury Compensation Act or regulations (including any subsequent amendment or re-enactment of the Act or regulations); and
- (b) Such insurances as may be specifically required by the Contract in respect of injury or damage to property real or personal (other than the Works) arising out of or in the course of or by reason of the carrying out of the Works and caused by any negligence, omission, breach of Contract or default of the Contractor, its employees, agents and Subcontractor. Such insurance shall be subject to such limitations as to the extent of liability for any one accident as may be set out in the Appendix A hereto.

The Contractor's insurances shall provide for the HDB's interests to be noted as "Principal" (for the Employer's Liability) or as an "Additional Insured" with a "cross liability" provision (for Third Party Liability).

- (2) Any such insurance and approved policy as referred to in Clause 19.1(1) shall be placed with an insurer:
- (a) approved by the Superintending Officer; and
 - (b) approved by such approving authority as the relevant law may prescribe in the case of any insurance or approved policy that is regulated by law;

and the Contractor shall deposit with the Superintending Officer before the commencement of any work on Site a copy of the insurance and approved policy and no later than fourteen (14) days thereafter a copy of the receipts in respect of the premiums paid under such insurance or approved policy.

19.2 Damage to Property When Contractor Not Negligent

- (1) The Contractor shall before commencement of any work under the Contract, maintain in the joint names of the HDB and the Contractor such insurance for such amounts of indemnity as specified in this Contract documents in respect of any Losses which the HDB may incur or sustain due to damage of any kind to property real or personal (including Property of the HDB) caused by causes other than the "Excepted Risks" as defined in Clause 19.4 arising out of or in the course of or by reason of the carrying out the Works.

- (2) Any such insurance as is referred to in Clause 19.1(1) shall be placed with an insurer approved by the HDB and the Contractor shall deposit with the HDB before the commencement of any work a copy of the policy or policies of insurance and no later than fourteen (14) days thereafter the receipts in respect of the premiums paid under such policy or policies.

19.3 Default in Insuring

Should the Contractor or any Subcontractor default in taking out or maintaining any insurance or approved policy as stipulated in Clauses 19.1 and 19.2, the HDB (without prejudice to any other rights and remedies available) may itself insure against any risk with respect to which the default has occurred and the amount paid by it in respect of premiums shall be recoverable from the Contractor.

19.4 Excepted Risks

The "Excepted Risks" are insofar as they occur in Singapore and directly affect the execution of the Works:

- (a) War and hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (b) Rebellion, revolution, insurrection or military or usurped power or civil war;
- (c) Riot, commotion or disorder, unless solely restricted to employees of the Contractor;
- (d) Ionising radiations, or contamination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component; and
- (e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

19.5 Insurance Policies

(1) Insurance for Work Injury

- (a) The period of insurance shall be as specified in Appendix A.
- (b) The Contractor shall warrant that all Subcontractor, appointed directly by the Contractor purchase and maintain the Insurance for Work Injury before commencement of any works and/or services and throughout the duration of the subcontract works and/or services.

(2) Insurance for Personal Injury and Property Damage

The Contractor shall warrant that the insurance for Personal Injury and Property Damage taken up in accordance with Clause 19 of the Conditions shall include the following conditions:

- (a) The Policy shall be issued in the joint names of the Employer, the Contractor and all his Subcontractor,
- (b) The limits of liability shall read as follows:
 - (i) In respect of any one accident: \$1,000,000.00; and
 - (ii) Unlimited for the period of insurance.
- (c) The period of insurance shall be as specified in Appendix A.
- (d) The period of notice for cancellation of the Policy, if such period is stipulated, shall read as thirty (30) days.
- (e) The Policy shall expressly include coverage of the following risks:
 - (i) Death, bodily injury or damage to property caused or occasioned by the insured's Subcontractor or by such Subcontractor's employees.
 - (ii) Death, bodily injury or damage to property caused or occasioned by or connected with or arising from the ownership, possession or use by or on behalf of the insured of any equipment or machinery not expressly specified in the Schedule of such equipment or machinery.
 - (iii) Liability assumed by the insured by agreement, unless such liability would have attached to the insured notwithstanding such agreement.
 - (iv) Liability in respect of loss or damage to property belonging to or in the charge or control of the insured or of any servant or agent of the insured.
 - (v) Liability in respect of injury, illness, loss or damage caused by or connected with or arising from any commodity, article or thing

supplied, repaired, altered or treated by or to the order of the insured, happening at any of the insured's premises.

- (f) The policy shall expressly contain the following endorsements:
- (i) "This Policy shall cover all the Contractor's insurance obligations with regard to personal injuries or death and injury or damage to property real or personal (including property of the (Name of Employer to insert) but not the Works themselves) arising out of or in the course of or by reasons of the carrying out of the Works stated in the Contract between the (Name of Employer to insert) and the Contractor (Name of Contractor to insert)." ."
 - (ii) "Each of the parties comprising the Insured shall for the purpose of this Policy be considered as a separate and distinct unit and the words "the Insured" shall be considered as applying to such party in the same manner as if a separate policy had been issued to each of the parties and the insurers hereby agree to waive all rights of subrogation action which they may have or acquired against any of the aforesaid parties arising out of any accident in respect of which any claims is made hereunder provided nevertheless that nothing in this clause shall be deemed to increase the limitation on extent of Insurer's liability in respect of any one accident or series of accidents as stated in the Schedule."
 - (iii) "Notwithstanding anything stated in the Policy to the contrary, cover under the Policy shall not be suspended in the event of stoppage of work by the Contractor from any cause for a period not exceeding ninety (90) days. Subject otherwise to the Terms, Exceptions and Conditions of this Policy."
 - (v) "All deductibles shall be borne by the Contractor."

20 NOVATION, ASSIGNMENT AND SUBCONTRACTING

20.1 Assignment

The Contractor's performance by itself and its servants of the Works is of the essence of the Contract and unless the HDB shall agree in writing, the Contractor shall neither assign its interests, rights or benefits under the Contract nor transfer its liability nor make arrangements for the vicarious performance of such functions by any other person nor make arrangements whereby the execution of the Works is carried out by another person or persons.

20.2 Subcontractor

The Contractor shall ensure that all Subcontractor, appointed directly by the Contractor, are not debarred from participating in public sector projects, and are validly registered under the appropriate registration head such as supply category/head with any relevant Government Registration Authority at the time of their appointment. Except where expressly provided by the Contract, the Contractor shall not engage or permit the

engagement of any Subcontractor without the prior written consent of the Superintending Officer, which consent shall not be unreasonably withheld.

20.3 Novation of Contract

The HDB shall be entitled to novate or assign the whole or any part of this Contract at the same price and on the same terms and conditions of this Contract to any other statutory body or to such other person or persons as the HDB may direct ("substituted party"). The Contractor shall agree to such novation or assignment and shall, within the time period as required by the HDB, sign and complete all legal documentation relating to such novation or assignment of the whole or any part of this Contract by the HDB to the substituted party. All costs (including legal costs) and expenses incurred by the Contractor in relation to or as a result of such novation or assignment of the whole or any part of the Contract by the HDB to the substituted party shall be fully borne by the Contractor.

21 TERMINATION BY THE HDB

21.1 Termination due to Default

- (1) If in the opinion of the Superintending Officer the Contractor:
- (a) Has abandoned the Contract;
 - (b) Has, without reasonable cause, failed to commence the Works in accordance with the Contract;
 - (c) Has failed to comply with its obligations under Clause 8 or has failed to execute the Works in accordance with a programme accepted under Clause 8 or has otherwise failed to proceed with the Works with due diligence or expedition;
 - (d) Has persistently failed to replace the Reject Goods, Equipment, Tools and Materials or any part thereof following the expiry of fourteen (14) days from receipt by the Contractor of a written notice by the Superintending Officer to the effect that the Goods, Equipment Tools and Materials or any part thereof have been rejected by the Superintending Officer;
 - (e) Has persistently failed to execute and complete the Works in accordance with the Specifications;
 - (f) Has used or permitted the Site to be used for any illegal, unlawful or immoral purposes;
 - (g) Has made changes to the Site geographical or physical conditions or build-up, area or layout without the HDB's consent;
 - (h) Has acted in breach of Clause 20.1 or 20.2; or
 - (i) Has persistently refused or failed to comply with a written instruction from the Superintending Officer which the Superintending Officer is empowered to give under the Contract,

then the Superintending Officer may issue a certificate ("Termination Certificate") identifying the nature of the default to the HDB with a copy to the Contractor at the same time.

- (2) If the Contractor:
- (a) Has committed an act of bankruptcy or becomes bankrupt or insolvent or makes a composition with creditors or if, being a company, any winding up order of any kind is made, or a receiver or manager or judicial manager of the Contractor's undertaking or assets is appointed, or possession taken or execution levied by creditors or debenture holders or under a floating charge;
 - (b) Has offered or given or agreed to give to any person, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with the HDB, or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with the HDB, or if any of the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor), or if in relation to this Contract or any other contract with the HDB the Contractor or any person employed by it or acting on its behalf shall have committed any offence under the Penal Code (Cap. 224) or the Prevention of Corruption Act (Cap. 241) or any re-enactment or modification of such Code or Act or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under the said Acts;
 - (c) Has failed to provide the Security Deposit in accordance with Clause 6.4;
 - (d) Has failed to secure, maintain or deposit the insurance policy or receipt for premium as required by Clause 19;
 - (e) Shall have been issued with a Termination Certificate or a copy thereof and either:
 - (i) The default in the Termination Certificate has not been made good within seven (7) days; or
 - (ii) The default has been repeated within thirty (30) days of the Termination Certificate; or
 - (iii) Any other default such as would entitle the Superintending Officer to issue a Termination Certificate has been committed by the Contractor within thirty (30) days of the issue of the original Termination Certificate,

then unless such termination is prohibited by written law, the HDB, without prejudice to any other rights and remedies available to it, may give to the Contractor notice in writing of the termination of the employment of the Contractor whereupon the Contractor's employment under the Contract shall terminate. Upon receipt of the HDB's notice, the Contractor shall immediately vacate the Site, leaving any system intact and all Equipment, Tools and Materials and labour (if any) other than those which the Contractor may be specifically directed in writing by the Superintending Officer to remove.

21.2 Effects of Termination due to Default

- (1) Save where provided otherwise in the Contract, in the event of termination pursuant to Clause 21.1:
- (a) The Contractor shall immediately cease the execution of any Works being undertaken and shall immediately hand over to the HDB all documents, materials and items in relation to and arising from any Works being undertaken;
 - (b) No sum due or becoming due to the Contractor shall be paid by the HDB until the issue of the Statement of Accounts pursuant to Clause 21.2(1)(g) by the HDB as provided in this Contract. The HDB may at its sole discretion decide whether any sum is due or becoming due to the Contractor;
 - (c) Any sum due or becoming due to the HDB from the Contractor prior to such termination shall be paid immediately by the Contractor;
 - (d) HDB may forfeit the Security Deposit pursuant to Clause 6.4;
 - (e) The HDB may at its sole discretion pay any of the Contractor's employees, agents, Subcontractor to continue to carry on with the Works until such time as may be determined by the HDB. Such payments shall be deemed to be made as agent for the Contractor and shall form part of the costs to be considered for purposes of Clause 21.2(1);
 - (f) The HDB may engage another contractor to complete any works being undertaken by the Contractor under the same terms and conditions of the Contract. All Losses incurred by the HDB in engaging another contractor and all loss and damages suffered by the HDB shall be borne by the Contractor;
 - (g) The HDB shall, as soon as may be practicable issue a Statement of Accounts to the Contractor. The Statement of Accounts shall be supported by all relevant documents and state any final sum due from the HDB to the Contractor or from the Contractor to the HDB, as the case may be, which shall thereupon become a debt due.

21.3 Liquidated Damages after Termination

If the employment of the Contractor has been terminated for default pursuant to Clause 21.1 and completion of the Works or any phase or part by the HDB or by other contractors or persons appointed by the HDB to complete the Works, phase or part has been delayed beyond the Time for Completion, the following provisions shall have effect:

- (a) The HDB shall be entitled to the same liquidated damages for delay as those which would have been payable if the Contractor had completed the Works or phase or part on the actual completion date of the HDB or the other contractors or persons appointed by the HDB.
- (b) For the purpose of giving effect to the above, the Superintending Officer shall, upon the completion of the Works or phase or part issue a certificate. Such certificate shall state the date upon which the Contractor should have completed the Works or phase or part and shall also state the full period of delay for which the Contractor is responsible and shall compute the total damages due to the

HDB therefor. The certificate shall give credit for events occurring after the termination of the Contractor's employment which would have entitled the Contractor to an extension of time had he duly executed and completed the Works or phase or part and duly complied with 12. In assessing the period of delay, the Superintending Officer shall also reduce the period of delay to the extent that there has been any failure by the HDB or by any other contractors or persons engaged by the HDB to use due diligence and expedition in arranging for or completing the remaining parts of the Works or phase or part.

- (c) Upon the issue of a certificate under Clause 21.3(b), the amount of damages certificated by such certificate shall be immediately recoverable by the HDB from the Contractor.

21.4 Termination Without Default

- (1) The HDB may at any time give the Contractor a written Notice of Termination. This shall have the effect of immediately terminating the employment of the Contractor under the Contract.
- (2) In the event of a Notice of Termination under Clause 21.4(1) or where Clause 10.2 is applicable, the Superintending Officer shall subject to compliance by the Contractor with Clause 16 certify payment to the Contractor:
 - (a) For all work executed prior to the date of termination at the Contract Rates for the Works set out in the Contract including
 - (i) Amounts payable in respect of any other items shown and separately priced in the Contract so far as the work comprised therein has been carried out or performed, and a proper proportion of any such items which have been partially carried out or performed;
 - (ii) Cost of Equipment, Tools and Materials or any part thereof reasonably ordered for the Works which have been secured, subscribed, delivered or installed or of which the Contractor is legally liable to accept and make payments; and
 - (b) Any Loss and Expense suffered by the Contractor in connection with or as a consequence of the termination.

The Superintending Officer shall expeditiously certify the amounts payable to the Contractor under this Clause, and the Contractor shall provide all reasonable assistance to the Superintending Officer. In the event that the Contractor does not submit the necessary information required, the Superintending Officer shall make his certification on the information available. The amount certified shall be paid by the HDB less any sums previously paid or due to or recoverable by the HDB from the Contractor.

22 PAYMENTS

22.1 Payment Claims During Contract Period

- (1) The Contractor shall submit to the HDB (with a copy to the Superintending Officer), within thirty (30) days of any Goods delivered in accordance with the Contract, a claim

for payment (hereafter referred to as the "Payment Claim") in such form as the Superintending Officer may from time to time prescribe. The Payment Claim shall show the amounts (hereafter referred to as the "Claimed Amount") to which the Contractor considers itself to be entitled in respect of:

- (a) Value of the Works executed in accordance with Clause 11.3 of the Contract; or
 - (b) Upon the achievement of each payment milestone set out in Appendix A, the Contractor shall submit the Payment Claim to the HDB for the amount set out against such payment milestone in Appendix A;
 - (c) Value of any other items shown and separately priced in the Contract; and
 - (d) Any other sum to which the Contractor may consider himself to be entitled under the Contract itemising such sums by reference to the notice given pursuant to Clause 16.5.
- (2) Where delivery is by consignments, payment will be made within thirty (30) days after delivery of each consignment.
 - (3) The Contractor shall also present a copy of the HDB's receipt issued pursuant to Clause 9.2 for each Payment Claim.
 - (4) Without limiting the HDB's right under the Contract, the amount of any payment or debt owed by the Contractor to the HDB under the Contract may be deducted by the HDB from any monies payable by the HDB to the Contractor pursuant to this Contract.

22.2 Payment

Within thirty (30) days or such other time period as may be stipulated in the Appendix A of receiving the Payment Claim duly submitted pursuant to Clause 22.1, the Superintending Officer shall pay the Contractor subject to the provision of the Specifications, the amounts to which the Contractor is in his opinion entitled in respect of each of the amounts in the Payment Claim, subject to the deduction of any sums (including liquidated damages and any other damages) which have been or may become due and payable by the Contractor to the HDB under the Contract or otherwise.

In the event that the HDB fails to make payment within the times stipulated, the HDB shall pay to the Contractor interest at the rate stated in the Appendix A (or at the rate of 7.5% a year if none is stated) upon all sums unpaid from the date by which the same should have been paid.

22.3 Correction

The Superintending Officer may by any payment make any correction or modification in respect of any error whether arithmetical or otherwise in any previous payment which has been issued by him and make such adjustments as may be necessary in the amount of payment due and payable to the Contractor to take into account any over or under valuation in any previous payment. Where the amount paid by the HDB to the Contractor pursuant to any error in a previous payment exceeds any amount due and payable to the Contractor under any subsequent payment, such amount shall be recoverable by the HDB from the Contractor.

22.4 Claim and Payment of Goods and Services Tax

- (1) The Contractor shall be deemed not to have allowed in its Tender Offer for goods and services tax (hereafter called "GST") chargeable under the Goods and Services Tax Act (Cap. 117A) (hereafter in Clause 22.4 called "the Act") for the supply of goods, services or works required under the Contract.
- (2) If the Contractor is a taxable person under the Act, the HDB shall reimburse the Contractor any GST charged on the goods, services or works required under the Contract.
- (3) The Contractor, when submitting the Payment Claims under Clause 22.1, shall show the amount which it considers himself to be entitled in respect of GST payable to it by the HDB. Upon confirmation of the amounts payable to the Contractor pursuant to Clause 22.2, the Contractor shall forthwith prepare and submit to the HDB its tax invoice which shall correspond with the amount of GST stated in the relevant certificate.
- (4) If the HDB notifies the Contractor that it intends to apply to the Comptroller of Goods and Services Tax for approval to issue to itself tax invoices in respect of the certificates, or that it has obtained such approval, the Contractor shall give its written agreement that, if such approval is or has been granted, it will not issue tax invoices in respect of such certificates. If such approval is or has been granted by the Comptroller of Goods and Services Tax then the Contractor shall not issue tax invoices in respect of such certificates, provided that the HDB may, at any time by notice in writing served on the Contractor, re-impose on it the obligations contained in Clause 22.4(3).
- (5) If any dispute, difference or question shall arise between either the HDB or the Contractor and the Comptroller of Goods and Services Tax in relation to any tax chargeable or alleged to be chargeable in connection with the Contract or the Works or any part thereof, each shall render to the other such support and assistance as may be necessary to resolve the dispute, difference or question.
- (6) Clause 23 shall not apply to any dispute, difference or question arising under Clause 22.4.

22.5 Payment by GIRO/EPS

- (1) All payments under the Contract by the HDB to the Contractor shall be effected through the GIRO System and/or other Electronic Payment Systems (EPS).
- (2) Contractor shall within fourteen (14) days from the date of the Letter of Acceptance submit their details such as bank account details, to Accountant-General Department's Vendors@Gov to create a Vendors@Gov account to facilitate payments, if Contractor does not have an existing Vendors@Gov account.

22.6 Online Web-based Electronic System

- (1) The Contractor may be required for the purpose of the Contract to subscribe to and use an online web-based electronic system to be provided by the HDB (hereinafter referred to as "e-system").
- (2) The e-system allows the Contractor (where applicable) to electronically:

- (i) retrieve any certificates, notices or instruction to be given to or served on the Contractor by the HDB or the Superintending Officer under the terms of the Contract;
 - (ii) submit a claim for payment for the Works/Services completed in accordance with the Contract;
 - (iii) notify the Superintending Officer upon completion of the Works/Services in accordance with the Contract; and
 - (iv) use any other applications in the e-system that may be introduced by the HDB from time to time.
- (3) In the event the HDB decides that the Contractor is required to use the e-system, the Contractor shall at its own cost and expense arrange to use the e-system and make changes deemed necessary to the Contractor's own computer system(s) and all its related software to comply with the following requirements:
- (i) The e-system shall be Secured-Socket-Layer-encrypted, password-protected with role-based workflow security features at the document/form level and have an audit trail;
 - (ii) The e-system shall be accessible by all relevant users from the HDB, the Superintending Officer, the Superintending Officer's Representative and Contractor concurrently and all data accessed shall be confined to the Contract and the relevant role and scope of Works/Services; and
 - (iii) any other requirements that HDB may impose from time to time.
- (4) Save as aforesaid, by subscribing and using the e-system, the Contractor shall be deemed to have read, accepted and agreed to the terms and conditions governing the use of the e-system. There will be no additional charges imposed by the HDB for the use of the e- system.

22.7 Adjustment for Under-Payment or Over-Payment

- (1) At any time during the Contract, if the Contractor has been refunded or paid by the HDB a sum exceeding the amount due to the Contractor under the Contract and it is due to the Contractor's misrepresentation, the HDB may recover such excess sum and interest on such excess sum at the rate of 7.5% per annum. Any sum which the HDB has overpaid to the Contractor under any circumstances shall be a debt due from the Contractor to the HDB and the Contractor shall pay such sum immediately upon written demand by the HDB.
- (2) In the event that the Contractor has been paid less than the sum the Contractor is entitled to under the Contract due to the Contractor's misrepresentation, the HDB shall pay the Contractor the difference free of interest within 30 days.
- (3) In the event that HDB fails to make payment within the times stipulated, the HDB shall pay to the Contractor interest at the rate of 7.5% per annum upon all sums unpaid from the date by which the same should have been paid.

22.8 Default Interest

- (1) If the Contractor defaults in the payment when due of any sum payable under the Contract its liability shall be increased to include interest on such sum from the date when such payment is due until the date of actual payment (after as well as before judgment). The interest shall be calculated on a daily basis at a rate per annum of 7.5%.
- (2) This Clause 22.8 shall survive the termination or expiry of the Contract.

22.9 Taxes, Fees and Duties

- (1) The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable under the laws of Singapore, by the Contractor or its employees, in carrying out its obligations under the Contract.
- (2) If the HDB receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees, or to withhold payments from the Contractor in order that the HDB may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments, the Contractor hereby authorises the HDB to comply with the terms of the said request.

23 SETTLEMENT OF DISPUTES

23.1 Reference to Senior Management Representative of each Party

- (1) If a dispute or difference of whatsoever kind shall arise in connection with or arising out of the Contract or the performance of the Services, it shall in the first place be referred in writing to a panel comprising one (1) representative from the senior management of each Party. The panel will promptly confer in an effort to resolve such dispute or difference. Each Party's senior management representative will be identified by notice to the other Party and may be changed at any time thereafter by notice to the other. Such reference to the panel shall state that it is made pursuant to this Clause and a copy shall be sent to the other Party to the Contract. Any agreed decision of the panel will be final and binding on the Parties.
- (2) In the event the panel is unable to resolve any dispute within thirty (30) days after the submission of the dispute to them, any Party may proceed to give notice to the other Party with a copy for information of its intention to refer the decision or the dispute or difference that had not been decided to an arbitrator. The arbitrator may be agreed upon by the Parties or failing such agreement, shall be a person to be nominated on the application of either Party by the Chairman of the Singapore International Arbitration Centre. Any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act (Cap. 10) or any re-enactment or modification thereof.
- (3) Unless the Contract has already been repudiated or the employment of the Contractor terminated or the carrying out of the Services completed, the Contractor shall, in case of any reference, continue to proceed with the Services in accordance with its obligations under the Contract and the Contractor and the HDB shall give effect forthwith to every decision agreed between the Officers unless and until the same shall be revised by an arbitrator as hereinafter provided (or as may be otherwise ordered by a Court of competent jurisdiction).

- (4) For the purposes of Clause 23:

“Parties” means the HDB and the Contractor, and “Party” means either the HDB or the Contractor.

Unless otherwise notified by the HDB in writing, HDB’s senior management representative for the purpose of this clause shall be the Superintending Officer.

23.2 Arbitration in the Event of Termination

Notwithstanding Clause 23.1 above, if the dispute or difference concerns the termination or the repudiation or abandonment of the Contract by either Party such dispute or difference shall be referred to an arbitrator in accordance with Clause 23.1(2). Any dispute or difference raised by the Contractor in connection with the termination or repudiation of the Contract by the HDB shall be referred to arbitration within sixty (60) days of the notice of termination or repudiation. Failure to do so within such period shall bar the Contractor from pursuing such dispute or difference in any arbitration or court proceedings whatsoever.

23.3 Powers of the Arbitrator

An arbitrator appointed pursuant to Clauses 23.1(2) or 23.2 hereof shall have full power to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute or difference which shall be submitted to him in the same manner as if no such certificate, opinion, decision, requirement or notice had been given, subject to any provision of the Contract which may constitute a decision or certificate or other document as final or binding or any document or event or omission as barring or preventing a claim being advanced by one Party against the other.

23.4 Mediation

- (1) The Parties agree that before referring any dispute or difference to arbitration, they shall consider resolving the dispute or difference through formal mediation. If both Parties agree to attempt resolving the dispute or difference through mediation, the Parties agree to do so at the Singapore Mediation Centre in accordance with its prevailing prescribed form, rules and procedures.
- (2) For the avoidance of doubt, the provision herein shall not amount to any legal obligation on the part of either Party to attempt mediation or the extent to which they shall do so, as a means of resolving their dispute or difference. However, the period between the time of receipt of the formal notice for mediation and the rejection of the notice or the time of termination of mediation for that matter shall not be taken into account in computing any periods under Clauses 23.1(2) or 23.2.

24 SET-OFF

Whenever under the Contract any sum of money (including liquidated damages and any other damages) shall be recoverable from or payable by the Contractor, the same may

be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other agreement with the HDB.

25 GOVERNING LAW AND NOTICES

25.1 Applicable Laws

- (1) The law governing this Contract and any arbitration commenced under these Conditions shall be the law of Singapore, and any such arbitration shall be held in Singapore.
- (2) Unless otherwise expressly stated in this Contract, a person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.
- (3) The Contractor shall, at its own costs, obtain and maintain all licence and authorisations, including export licences and permits and other governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

25.2 Notices

- (1) The Contractor shall provide in his Form of Tender an address in Singapore and email address for service of documents, hereafter referred to as “the Service Address”.
- (2) The Contractor shall give fourteen (14) days written notice to the Superintending Officer before any change in the Service Address.
- (3) Except as provided in Clause 25.2(5), all certificates, notices or instruction to be given to or served on the Contractor by the HDB or the Superintending Officer under the terms of the Contract may be sent or served in the following manner:
 - (a) by post or left at the Service Address;
 - (b) by email; or
 - (c) by e-system.
- (3) Where any certificate, notice, or instruction to be given to the Contractor under Clause 25.2(3) is:
 - (a) sent by ordinary post, it shall be deemed to be duly served on the Contractor on the 4th working day after the day it was posted; and
 - (b) sent by email, it shall be deemed to be duly served on the Contractor at the time of entering the information system addressed to the email address.
- (5) All certificates and notices under Clauses 10, 21 and 23 shall be given by pre-paid registered mail or hand delivery to:
 - (a) in the case of the Contractor, the Service Address; and
 - (b) in the case of the Superintending Officer or the HDB, such address as the Superintending Officer shall in writing notify the Contractor.

- (6) Without prejudice to any other method of service that is authorised by law, service of any originating process by the HDB or Superintending Officer on the Contractor or its solicitors shall be deemed to be due service if it is posted to or left at the Service Address.
- (7) For the avoidance of doubt, the parties agree that all notices, letters or correspondence issued by the HDB to the Contractor including computer generated print-outs with no signature (if any), electronic mail to an electronic mail address given by the Contractor in the Form of Tender or as indicated by the Contractor to HDB (except clause 25.2(5) for certificates and notices to be issued by pre-paid registered mail or hand delivery), shall be given same legal effect, validity and enforceability and admissible in evidence. The Contractor accepts that such documents are valid and agrees that he will not dispute or challenge the validity, authority, accuracy and/or authenticity of any document solely on the ground that it is unsigned and/or generated/sent electronically.

26 INTELLECTUAL PROPERTY RIGHTS

The Contractor warrants that the Goods do not infringe any copyrights, and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, know how and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields (hereinafter referred to as "Intellectual Property"). Notwithstanding the above, the Contractor shall indemnify the HDB and its officers or departments against all Intellectual Property infringement claims including any costs, charges and expenses in respect thereof.

27 PROTECTION OF PERSONAL DATA

27.1 Security

The Contractor shall take all reasonable measures to ensure that Personal Data held in connection with this Contract is protected against loss, and against unauthorised access, use, modification, disclosure or any other misuse in accordance with the procedures set out in this Clause, and that only authorised personnel have access to the data. The Contractor shall not breach the security procedures set out in this Contract without the prior written approval of the HDB.

27.2 Use

The Contractor shall use any Personal Data held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract with the prior approval from the HDB.

In performing its obligations under the Contract and in relation to the handling of personal data, the Contractor shall observe the requirements of the Personal Data Protection Act 2012 (Act 26 of 2012), to the highest degree.

27.3 Disclosure

The Contractor shall not under any circumstances, disclose any Personal Data obtained

in connection with this Contract without the prior written approval of the HDB. The Contractor shall immediately notify the HDB where it becomes aware that a disclosure of Personal Data may be required by law.

27.4 Retention

The Contractor shall not retain materials containing Personal Data and shall remove the means by which the Personal Data can be associated with particular individuals as soon as it is reasonable to assume that the purpose for which the Personal Data was collected is no longer being served by retention of the Personal Data, and retention is no longer necessary for legal purposes.

27.5 Transfer of Personal Data outside Singapore

The Contractor shall not under any circumstances, transfer Personal Data held in connection with this Contract outside Singapore, or allow parties outside Singapore to have access to it.

27.6 Employee Awareness of Data Protection Requirements And Undertakings

The Contractor shall ensure that any employee or agent of the Contractor or any contractor or subcontractor, requiring access to any Personal Data held in connection with this Contract gives an undertaking in writing to not access, use disclose or retain Personal Data except in performing their duties of employment or the subcontract, as the case may be, and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the Contractor to take disciplinary action against the employee.

27.7 Advising the HDB of Any Breach Of The Data Protection Clauses

The Contractor shall in respect of any Personal Data held in connection with this Contract immediately notify the HDB where the Contractor becomes aware of any breach of the obligations contained herein by itself, employees, agents or any contractors or subcontractors.

27.8 Directions and Guidelines

The Contractor shall in respect of any Personal Data held in connection with this Contract co-operate with any, directions or guidelines of the HDB, arising in connection with the handling of Personal Data.

27.9 Continuing Obligation After the Expiry or Termination of Contract

Clause 27 shall continue to have effect after the termination or expiry of the Contract.

27.10 Disclosure to Contractors/Subcontractors/Assignees

The written approval of the HDB must still be obtained pursuant to this Clause herein,

before any Personal Data can be disclosed to any contractors, subcontractors or assignees. The Contractor shall ensure that all clauses relating to protection of Personal Data are included in any contract between the Contractor and its contractors, subcontractors or assignees.

28 REGISTRATION WITH THE ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)

In the event that the HDB requires the Contractor to register itself with ACRA as required under the Companies Act (Cap. 50), the Contractor shall commence the proceedings for such registration as soon as practicable. This is to ensure that the Contract is able to run smoothly without running foul of any legal instrument pertaining to the conduct of business in Singapore.

29 NUISANCE AND IRREGULARITIES

29.1 If the Contractor commits any breach of any of the terms of the Contract and/or irregularity including but not limited to:

- (a) non-compliance with any part of the Specifications, non-fulfilment of any contractual obligations; or
- (b) creating any nuisance at the Site or any act causing or that may cause any inconvenience to the HDB or the public; or
- (c) committing any act which is likely, in the opinion of the HDB to bring the HDB into disrepute in any manner whatsoever,

the Contractor hereby fully agrees and undertakes to pay without dispute or question, agreed damages based on prevailing guidelines set by the HDB, but not exceeding \$100,000/- and for a contract with a contract price of less than \$300,000/-, agreed damages not exceeding 30% of the contract price for the inconvenience caused, investigations carried out, administrative expenses incurred, and for damage to the HDB's reputation and standing generally. Furthermore, the Contractor may be prohibited to tender for the HDB's projects for a specified period.

29.2 In addition to the above charges and without prejudice to the generality of the foregoing, the HDB may either:

- (a) order any irregular work to be removed and made good to the satisfaction of the HDB at the Contractor's expense; or
- (b) in lieu of correcting work not done in accordance with the Contract, may allow such work to remain and shall recover any cost difference between the specified requirements and the non-compliance.

29.3 Without prejudice to the rights, actions or remedies of the HDB herein, the Contractor shall take immediate action to cease any nuisance committed on Site upon instruction given by the HDB.

30 COMPLIANCE WITH PREVAILING LAW

Nothing in these Conditions shall be interpreted as authorising or permitting the doing of any act that is prohibited by any written law.

31 EXIT MANAGEMENT

The Contractor shall, at its cost and expense, make available to the HDB and any third party succeeding the Contractor appointed by the HDB ("Incoming Contractor") at such period as stipulated in Appendix A, such documents and records and provide such assistance (including briefings and training) as the HDB or the Incoming Contractor may reasonably require to allow an orderly transition to the Incoming Contractor with minimal disruption.

32 SEVERABILITY

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.

Appendix A to Conditions of Contract

REF	DESCRIPTION	CLAUSE	DETAILS
i	Contract Period	1.1(d)	The Contract Period shall be for 24 months from the date of commencement of the Contract Period as stated in the Letter of Acceptance.
ii	Site	1.1(u)	HDB Hub and all HDB Branches, whether existing at the time of the close of the Invitation to Tender.
iii	Superintending Officer (SO)	1(y)	Group Director (Corporate Development) of the HDB
iv	Superintending Offer's Representative (SO's Rep)	1(z)	Director, Deputy Director, General Manager of Branch, Contracts Manager, Estate Manager, Administrative Manager, Commercial Properties Manager, Corporate Admin Manager, System Analyst, Engineer, Architect and Project Manager of the HDB as the case maybe
v	Time for Completion	1.1(ab)	As stated in the Purchase Order and/or Instruction in Writing.
vi	Limitations on authority of the Superintending Officer	4.1	None
vii	Quantum of the Security Deposit	6.4(1)	NIL
viii	Refund of the Security Deposit	6.4(3)	Not Applicable
ix	Warranty Period	9.8	Not Applicable

Appendix A to Conditions of Contract

REF	DESCRIPTION	CLAUSE	DETAILS
x	Rate of liquidated damages	13	2% of the value of items to be delivered for each day the item remains undelivered. The cumulative amount of liquidated damages payable by the Contractor shall not exceed the Contract Sum or Total Contract Value as the case may be, and as determined by the Superintending Officer.
xi	Insurance a. Limitation on extent of insurer's liability	19.1	\$1 million for any one accident and unlimited for the period of insurance
xii	Period of Insurance for Work Injury	19.5(1)(a)	Not Applicable
xiii	Period of Insurance for Personal Injury and Property Damage	19.5(2)(c)	Not Applicable
xiv	Payment milestone	22.1(1)(b)	Not Applicable
xv	Payment	22.2	Within thirty (30) days of receiving the Payment Claim duly submitted pursuant to Clause 22.1
xvi	Exit Management	31	Not Applicable

Appendix B to the Conditions of Contract



UNDERTAKING OF NON-DISCLOSURE

TO : THE HOUSING & DEVELOPMENT BOARD
SINGAPORE

In consideration of your agreeing at our request, to disclose or make available to us such information and documentation ("Information") as may be applicable to the Contract for _____ dated _____ entered into between yourselves and us ("Contract"), we

(name of company)

of _____
(address)

hereby agree and undertake that, save as hereinafter provided, such Information shall be treated by us as official and classified at all times and further agree and undertake as follows :

1. We shall not without your prior written consent disclose the Information to any third party (within or outside Singapore) and shall use our best endeavours to prevent the unauthorised publication or disclosure of the Information.
2. We shall divulge the Information only to those personnel who are directly connected with the Contract ("Personnel") and who have prior to such disclosure entered into an Undertaking with you in the form set out in the Schedule or in such other manner as you may require.

3. We shall ensure that the Personnel are aware of and shall comply with the confidentiality and non-disclosure obligations contained herein and we shall fully indemnify you and keep you fully indemnified at all times against any losses, costs, expenses or damages that you may sustain or incur as a result of any breach of confidence by us and/or any of the Personnel.
4. We shall immediately notify you in writing if and when we become aware that a disclosure of the Information may be required by law.
5. We shall not use the Information for any purpose other than for effectively carrying out our obligations under the Contract.
6. We shall take all precaution to prevent the loss of or unauthorised access, use, modification or misuse of the Information by any third party (within or outside Singapore). We shall comply with any security procedures as may be specified by you and shall not deviate from or make any change in the security procedures without your prior written consent.
7. We shall immediately notify you in writing if we become aware of any breach of the requirements of this Undertaking either by us or any Personnel.
8. We shall cooperate and comply with any request, direction or guideline that you may from time to time make in relation to the management of the Information.

9. We shall return to you all Information (whether in the form of documents or otherwise) given to us by you and any copies thereof or otherwise dispose of the same in such manner as may be directed by you. Provided that we may retain notes or other documents that we prepare from the Information in accordance with legal and regulatory requirements subject to our continued compliance with the requirements in this Undertaking.
10. The foregoing obligations shall continue in full force and effect notwithstanding the expiry or termination of the Contract. We understand that we may be prosecuted under the Official Secrets Act (Cap 213) and/or the Statutory Bodies and Government Companies (Protection of Secrecy) Act (Cap 319) for any breach of this Undertaking.

Dated _____ 202_.

SIGNED for and on behalf of

(name of company)

Signature : _____

Name : _____

Designation : _____

THE SCHEDULE



UNDERTAKING OF NON-DISCLOSURE

TO : THE HOUSING & DEVELOPMENT BOARD
SINGAPORE

In consideration of your agreeing at my request, to disclose or make available to me whether directly or through _____ (“Contractor”)
(name of company)

such information and documentation (“Information”) as may be applicable to the Contract for _____ dated _____ entered into between you and the Contractor (“Contract”), I _____ of
(name)

(address)

hereby agree and undertake that, save as hereinafter provided, such Information that I may acquire at any time during my period of service with the Contractor shall be treated by me as official, classified and strictly confidential in nature at all times and further agree and undertake as follows :

1. I shall not without your prior written consent disclose the Information to any third party (within or outside Singapore) and shall use my best endeavours to prevent the unauthorised publication or disclosure of the Information.

2. I shall divulge the Information only to those personnel who are directly connected with the Contract ("Personnel") and who have prior to such disclosure entered into a similar Undertaking with you.
3. I shall ensure that the Personnel to whom I divulge any such Information are fully aware that the Information is confidential to you.
4. I shall indemnify you and keep you fully indemnified at all times against any losses, costs, expenses or damages that you may sustain or incur as a result of any breach of confidence by me whether during the period of my service with the Contractor or at any time thereafter.
5. I shall immediately notify you in writing if and when I become aware that a disclosure of the Information may be required by law.
6. I shall not use the Information for any purpose other than for the purpose of effectively carrying out the duties assigned to me by you or the Contractor in relation to the Contract.
7. I shall take all precaution to prevent the loss of or unauthorised access, use, modification or misuse of the Information by any third party (within or outside Singapore). I shall comply with any security procedures as may be specified by you and shall not deviate from or make any change in the security procedures without your prior written consent.
8. I shall immediately notify you in writing if I become aware of any breach of the requirements of this Undertaking either by me or any Personnel.
9. I shall cooperate and comply with any request, direction or guideline that you may from time to time make in relation to the management of the Information.

10. I shall return all the Information (whether in the form of documents or otherwise) given to me by you or by the Contractor relating to the Contract and any copies thereof or otherwise dispose of the same in such manner as may be directed by you. Provided that I may retain notes or other documents that I prepare from the Information in accordance with legal and regulatory requirements subject to my continued compliance with the requirements in this Undertaking.
11. The foregoing obligations shall continue in full force and effect notwithstanding the completion, expiry or termination of my period of service with the Contractor.
12. I understand that I may be prosecuted under the Official Secrets Act (Cap 213) and/or the Statutory Bodies and Government Companies (Protection of Secrecy) Act (Cap. 319) for any breach of this Undertaking.

Dated _____ 202_.

Signature : _____
Name : _____
Designation : _____