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**GENERAL TERMS AND CONDITIONS
FOR
THE
PROVISION OF GOODS & SERVICES**

SECTION 2: GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF GOODS & SERVICES

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract, unless the context requires:

- (a) “**Affiliate**” means an entity that (i) directly or indirectly owns or controls at least fifty percent of the applicable party, or (ii) is at least fifty percent owned or controlled, directly or indirectly, by the applicable party or an entity described in (i) herein;
- (b) “**Company**” means National University Health Services Group Pte Ltd., acting through its Materials Management Department (MMD);
- (c) “**Contract**” shall mean the Contractor’s Proposal, corrigendum (if any), clarifications (if any), the Notification Letter, Purchase Order, Orders, all appendices (including any annex or exhibit of the Section), this General Terms and Conditions and any mutually agreed written amendments thereto;
- (d) “**Contractor**” means the successful vendor who has been awarded this Contract and who will supply the Goods and Services to the Company;
- (e) “**Contract Price**” or “**Price**” means the total awarded contract value (exclusive of GST) payable to the Contractor for the supply of Goods and Services to the Company as stated in the Notification Letter or the Purchase Order;
- (f) “**Contract Period**” means the duration of the Contract as stated in the Notification Letter or Purchase Order, unless earlier terminated pursuant to Clause 12;
- (g) “**Force Majeure Event**” means any and all events or circumstances which are beyond the reasonable control of the relevant party and includes an act of God (floods, earthquakes, typhoons, hurricanes, tsunamis etc.), riots, civil and political unrest, strikes, lockouts or other labour disturbances, fire, war, terrorism, sabotage, arson, nuclear disasters, chemical warfare, outbreak of an infectious disease and epidemics;
- (h) “**Goods**” mean any such goods including all parts that are to be supplied by the Contractor under this Contract and in accordance with the requirements specified in Section 1;
- (i) “**RFQQ**” or “Request for Quotation” means this invitation to submit an offer to the Company to supply the Goods and Services in accordance with the Contract;
- (j) “**Orders**” means the ordering and purchase of such quantities of Goods and Services by the Company including by way of indent forms, emails and/or faxes, on the terms of this Contract;
- (k) “**Parties**” means the Contractor and the Company;
- (l) “**Proposal**” means the proposal submitted by the Contractor (including any negotiations and amendments thereto) in response to this RFQ and accepted by the Company;
- (m) “**Services**” means all the work which the Contractor is required to perform under this Contract, more particularly described in the RFQ, and all other services which may not have been expressly stipulated therein, but which are to be necessarily implied for the satisfactory and timely performance of the Services or which are customarily provided in accordance with generally accepted professional practice for that industry in Singapore for the provision of the Services. For the avoidance of doubt, the Services shall include all work incidental, collateral, ancillary or otherwise necessary to the performance of the Services expressly described herein as well as the provision of manpower, equipment, materials and any other necessary resources required to perform the Services, unless stated otherwise.

(n) **"Site"** means Ng Teng Fong General Hospital Towers A, B & C;

(o) **"Workers"** means the Contractor's staff, employees, representatives, sub-contractors and agents.

1.2 In the event of a conflict between the General Terms and Conditions of this Contract and other Section, these General Terms and Conditions will prevail.

1.3 Each plan, drawing, section and annexure to this Contract forms an integral part of this Contract, and the provisions thereof shall have the same force and effect as if expressly set out in the main body of this Contract.

1.4 A reference to the whole includes any part thereof and a reference to the word "include" or "including" shall not be construed as having any limiting effect.

1.5 These General Terms & Conditions shall override and supersede any other terms and conditions proposed by the Contractor, unless otherwise expressly agreed to in writing by the Company.

1.6 For the purposes of this Contract, the Company's Affiliates shall mean Ng Teng Fong General Hospital, Jurong Community Hospital, Jurong Medical Centre.

2. **CONTRACT PERIOD**

2.1 The Company may from time to time, whether by itself or through any of its Affiliates, during the Contract Period issue Orders to the Contractor for the purchase of Goods and Services. Each Order may be in the form of indent forms or be by way of email or fax. Each Order shall constitute an agreement of sale by the Contractor and purchase by the Company subject to the terms and conditions of this Contract. The Contractor shall ensure, at all times, that they carry sufficient stock of the Goods of not less than two (2) months at any one time to meet the Company's requirements.

2.2 The quantity of Goods specified in the Contract is only an estimate. Nothing in this Contract shall be construed as an obligation on the Company to purchase a fixed or minimum quantity of Goods from the Contractor.

3. **PROVISION OF GOODS & SERVICES**

3.1 The Contractor shall supply the Goods in accordance with this Contract and ensure that the Goods are fully compatible with any equipment used by the Company, to the extent specified in the Contract. In the event that the Goods become obsolete or cannot be supplied if an Order is issued for it, the Contractor shall propose to the Company, for the Company's consideration, a replacement or improved model with no increase in price, that complies with Section 1 and can be used by the Company for the purposes of the Contract.

3.2 This Contract is not exclusive to the Contractor and the Company reserves the right to purchase the Goods and/or Services from other vendors as it deems fit or necessary.

3.3 The Contractor shall ensure full compliance with all Singapore laws, including all Health Sciences Authority (HSA) regulatory requirements and the Workplace Safety and Health Act (Cap. 354A) where applicable, Environmental Protection and Management Act (Cap 94A) and Building Control Act (Cap 29) and obtain and maintain all licences, permits and approvals as may be necessary including all export and import licences required to provide the Goods and complete the Services. Where the Goods fall under HSA risk classification C and D, they must be registered and approved by HSA under the Health Products Act (Chapter 122D) and the Health Products (Medical Devices) Regulations 2010.

- 3.4 The Goods shall, where relevant, be supplied by the Contractor together with all ancillary cables, plugs, power adapters, operating and maintenance manuals and such other parts, components or items which are necessary for the normal and efficient use of the Goods and all such parts, components or items shall be deemed part of the Goods for the purposes of this Contract; and all warranties and provisions relating to delivery and passing of title and risk under this Contract shall accordingly be applicable thereto. The cost of providing all such parts, components or items is deemed to be included in the Contract Price.
- 3.5 The Contractor shall provide the Services to the Company in accordance with this Contract including all labour and professional, supervisory and managerial personnel required to perform the Services. The Contractor shall ensure that the Contractor's Workers assigned to perform the Services or any part thereof, shall be suitably qualified, have the requisite experience and expertise to undertake the Services to the standards required by the Company and meet any requirements for the Services.
- 3.6 The Contractor shall comply with all labour and employment laws regarding the engagement of its Workers and ensure that no illegal immigrant shall be employed by him or any sub-contractor in the execution of any part of the Services. The Contractor shall be solely liable for and shall indemnify the Company against any damage, expense, liability, loss, claim or proceedings as a result of any illegal immigrants found to be employed by the Contractor and the Company reserves the right to impose such other measures as de-registration or debarment of the Contractor. An "illegal immigrant" means any person who has entered into Singapore in contravention of the Immigration Act (Cap. 133) or any statutory modification or re-enactment thereof.
- 3.7 Where so required by the Company, all Workers deployed by the Contractor to carry out the Services in the Premises must obtain and display at all times the Company's security pass while on the Premises. Where requested by the Company, the Contractor shall provide the Company with a comprehensive list of Workers and copies of their recent photographs and valid work permits. This list shall be forthwith updated in the event of changes in the deployment of foreign workers. The Contractor shall be deemed to have obtained the necessary consents from their Workers in compliance with the Personal Data Protection Act (Act 26 of 2012).
- 3.8 The Contractor shall ensure the following:
- (a) that safe practices and methods are adopted at the Site in compliance with all laws;
 - (b) that the Workers deployed are suitable for the provision of Services under the Contract;
 - (c) that the Workers will consent to further security checks by the Company if deemed necessary; and
 - (d) that the Workers will adhere to all regulations and procedures imposed by the relevant authorities or by the Company including the Company's House Rules.
- 3.9 The Contractor shall replace any of the Contractor's Worker(s) within fourteen (14) days from the date of written notice issued by the Company that the said Worker is either:
- (a) technically incompetent or negligent in carrying out the Services or whose continued presence is undesirable or unacceptable and all efforts by the Contractor have failed to resolve the issue within the said period; or
 - (b) conduct of the said Worker is found to be detrimental to the performance of the Services or the Contract.

If the Company so instructs the Contractor to replace the Worker under this sub-clause, the said Worker shall be removed from or cease to be involved in the performance of Services under this Contract with immediate effect from the date of the written notice.

4. DELIVERY OF THE GOODS AND PERFORMANCE OF THE SERVICES

- 4.1 The Contractor shall deliver the Goods at his own expense at the time, date and location specified in the Contract, or the Orders, or in accordance with the Company' instructions. The Contractor shall provide everything necessary for the proper delivery of the Goods including labour, supervision, transport, machinery, tools and equipment.
- 4.2 Except where otherwise provided in the Contract, delivery includes the unloading, stacking and where applicable, the installation, testing and commissioning of the Goods by the Contractor in accordance with this Contract.
- 4.3 The Contractor shall strictly follow the delivery requirements of the Company as time is of the essence, and failure to do so will be considered a material breach. The Company reserves the right, at its discretion, to vary the delivery instructions, including the location, date and time of delivery of the Goods at no additional cost to the Company.
- 4.4 The Company may reject the Goods which are defective or not in full compliance with the provisions of this Contract, and shall have the unfettered right to terminate the Contract forthwith, unless the Company in its sole and absolute discretion, instructs the Contractor to take all necessary steps to replace any defective Goods or ensure due compliance within the time stipulated by the Company. For the purposes of this Contract, "defective" means Goods that are found on delivery to be faulty, non-functioning, damaged or in any way inferior to approved samples.
- 4.5 If the Contractor fails to deliver the Goods in accordance with Clause 4.1 or to replace the defective Goods in accordance with Clause 4.4 above, the Company shall be entitled, without prejudice to its accrued rights against the Contractor for failure of or late delivery, to obtain such Goods from other sources and in such event to reject late delivery of the Contractor's Goods in favour of delivery by such substitute source, and all additional costs in obtaining such Goods from such alternative sources, including the Company's administrative costs and any positive price differential for the Goods or such generic substitute or alternatives thereto accepted by the Company, shall be borne by the Contractor.
- 4.6 Time for the performance of the Services is of the essence. The Contractor shall perform the Services within the timelines and work activity plan approved by the Company in order to complete the Services within the time stipulated by the Company.
- 4.7 The Contractor shall closely monitor the progress of the Services and where required by the Company, provide the Company with a progress report at such intervals and in such form as the Company shall require, which form shall include all delays and possible delays and their likely effect on the carrying out of the Services. The Contractor shall also propose to the Company recovery and/or remedial actions to be taken to regain the original timeframe for completion.
- 4.8 The Company reserves the right, at its discretion, to vary the dates for the performance of the Services at no cost to the Company provided that such dates may be brought forward ahead of schedule only upon the mutual agreement of both the Company and the Contractor.
- 4.9 Without prejudice to all the other obligations of the Contractor under the Contract, the Contractor shall
- (a) perform the Services in a professional, reasonable, and efficient manner and in accordance with (i) the scope of Services (ii) all Operating Manuals where applicable, (iii) in compliance with all applicable laws and regulations; (iv) professional industry standards;
 - (b) provide all the expert technical advice and operational skills which are required for the Services for which it is engaged as well as all personnel, equipment, materials and other resources necessary or appropriate to carry out all its responsibilities in accordance with recognised professional and technical standards;

- (c) perform the Services in a manner which takes into account the public image and position of the Company as a public healthcare provider;
 - (d) inform the Company as soon as the Contractor becomes aware of any matters or circumstances which indicate that the standards and requirements (including time requirements) stated or implied by the Services may not be met;
 - (e) manage, monitor and co-ordinate the performance of its sub-contractors or suppliers (if any) and to supervise the progress of all works insofar as it relates to the Services; and
 - (f) where applicable, advise the Company on any requirements for compliance with applicable laws and regulations in relation to the Services.
- 4.10 If the Contractor fails to carry out the Services, the Company shall be entitled, without prejudice to its accrued rights against the Contractor, to
- (a) claim from the Contractor or to deduct from the Contract Price, liquidated damages (and not as a penalty) in accordance with Clause 6 below;
 - (b) obtain the Services from other sources and in such event all additional costs in obtaining the Services from such alternative sources, including the Company's administrative costs and any positive price differential shall be borne by the Contractor.
- 4.11. The Contractor shall, at its own cost, make good to the reasonable satisfaction of the Company all damage to any part of the Company's property (including all installations and equipment provided by the Company) caused by the Contractor in the course of carrying out the Services.
- 4.12 The Contractor shall also comply with all the additional terms and conditions in Annex 1.

5. **ACCEPTANCE**

- 5.1 The Goods will not be considered delivered or accepted by the Company until after the Company or its appointed representative has actually inspected the Goods and ascertained that they appear to comply with the provisions of this Contract, and the Company has notified the Contractor of the same in writing.
- 5.2 The risk of loss or damage to the Goods shall not pass from the Contractor to the Company until acceptance of the Goods in accordance with this Clause 5.1. Legal and beneficial title to the Goods shall pass from the Contractor to the Company upon acceptance of the Goods by the Company pursuant to Clause 5.1.

Testing & Commissioning of Equipment

- 5.3 The Contractor warrants that the Goods and the installation of the Goods shall be free from all defects patent or latent, and that upon completion of installation, the Goods shall be fully and efficiently operable:
- (a) in combination with other equipment and systems used by the Company (where applicable) and in accordance with the equipment specifications; and
 - (b) in compliance with all applicable legal and regulatory requirements; when used in accordance with any relevant operating manuals, and shall be fit and safe for its intended uses.
- 5.4 Subject to Clauses 5.5 and 5.6, the Company shall be considered to have accepted delivery of, and delivery shall not be deemed to have occurred for, any part of the Goods until after the Company or its appointed representative has actually inspected the Equipment and ascertained that they appear to comply with the requirements of the

Contract, and the Company has notified the Contractor of the same. The Company may reject the Goods which are not in full compliance with the requirements under the Contract, and the Contractor shall at its own expense immediately take all necessary steps to ensure due compliance.

- 5.5 Where testing of the Goods is required by the Company, delivery shall not be deemed to have taken place unless and until the Goods has been tested by the Company, and the Company is satisfied that the Goods is in full compliance with the requirements under this Contract and has notified the Contractor of the same. Any component of the Goods in respect of which such testing is required shall not be deemed accepted and commissioned until the Company notifies the Contractor of the same.
- 5.6 Where testing and commissioning of the Goods is required, they shall be conducted in accordance with the requirements set out in the RFQ. The Contractor shall be suitably equipped with all necessary test and measuring instruments, which shall be fully calibrated, and shall provide competent personnel who shall test and demonstrate the Goods and in accordance with the instructions of, and in the presence and to the satisfaction of, personnel designated by and representing the Company. The Company shall not be considered to have accepted delivery of, and delivery shall not be deemed to have occurred for the Goods or any part thereof until the Goods has been properly installed and duly commissioned in accordance with this Clause.
- 5.7 In the event that part or all of the Goods is rejected by the Company, the Contractor shall, within two (2) working days of notification of rejection from the Company, collect the same from the Company, failing which the Company may dispose of such rejected Goods as it sees fit.

6. LIQUIDATED DAMAGES

- 6.1 Without prejudice to the Company's rights under Clause 4.5 or 4.11 above, but in the event of the Company accepting late delivery of the Goods or late performance of the Services from the Contractor, the Company reserves the right to require the Contractor to pay or to deduct from the Contract Price liquidated damages (and not as a penalty), a sum to be calculated at the rate of 0.5% per cent (½%) of the Contract Price for the late delivery of the Goods or late performance of the Services, for each day which may elapse between the date of delivery/performance and the actual delivery/performance up to a maximum of ten per cent (10%) of the Contract Price for the delay of the Goods or performance of the Services.
- 6.2 The Contractor acknowledges and agrees that the sum stipulated above constitutes a genuine pre-estimate by the Contractor and the Company of the potential loss that would be suffered by the Company resulting from or in connection with the Contractor's late delivery, taking into account all relevant considerations, including without limitation the disruptions caused to the Company's operations and the possible costs in sourcing for substitute sources before the late delivery was effected.
- 6.3 Notwithstanding Clause 6.1, if there is significant delay in delivery of the Goods or performance of the Services by the Contractor and the delay is not due to a Force Majeure Event stated in Clause 13, the Company reserves the right to terminate this Contract and to be indemnified by the Contractor against all losses, damages, claims or demands suffered or incurred by the Company or to which the Company may be liable as a result of the Contractor's delay.

7. PAYMENT

- 7.1 Payment shall be made upon successful commissioning of the Goods and completion of the Services and in accordance with the payment timelines for progressive payment submitted by the Contractor and accepted by the Company. The Contractor shall within

seven (7) days from the date of successful commissioning or such other time as agreed between the Parties, submit to the Company the commercial invoice(s), delivery note(s) and such other documents as may be required by the Company for the payment of the Goods and/or Services. The invoice should contain sufficient details and breakdown of parts and any services provided by the Contractor. Unless otherwise agreed by the Parties, the Company shall make payment within sixty (60) days from the date of receipt of the invoice for the Goods and/or Services successfully delivered and accepted by the Company.

- 7.2 The Contractor shall not be entitled to payment for any Goods or Services rejected by the Company for any reason whatsoever.
- 7.3 Notwithstanding Clause 7.1 and 7.2, any payment made to the Contractor by the Company shall not prejudice the Company's right to reject Goods and/or Services that do not comply with the provisions of this Contract or the Contractor's responsibility to replace defective Goods or re-perform deficient Services. The Company reserves the right to reject any claim for payment (whether in whole or in part) that it determines in its absolute discretion not to be in accordance with the provisions of this Contract. For the purposes of this Contract, "defective" means Goods that are found on delivery to be faulty, non-functioning, damaged or in any way inferior to approved samples; and/or Services which do not comply with the Contract.
- 7.4 Where the Company contracts on behalf of or issues Orders through any of its Affiliates, invoices shall be issued by the Contractor in the name of such Affiliate as notified by the Company. Payment by the Company's Affiliate on such invoices to the Contractor shall be deemed to be full and final settlement of and good discharge of the Company's payment obligations in respect of such invoices.
- 7.5 The Company will not pay for any other expenses or costs of whatsoever nature for the delivery of the Goods or performance of the Services, other than as expressly stipulated in this Contract. For the avoidance of doubt, the Contractor shall not be entitled to any additional payment whatsoever for overtime or where the duration of time over which the Services are provided be longer than as anticipated. The remuneration of the Contractor payable by the Company shall constitute his only remuneration in connection with this Contract and neither the Contractor nor the Contractor's Workers shall accept or have the benefit of any direct or indirect commission, allowance, gratuity or other consideration in connection with or in relation to the Contract.

8. **CONTRACTOR'S GENERAL OBLIGATIONS**

- 8.1 The Contractor shall ensure that:
- (a) the Goods and Services conform in all respects with the Contract and, where applicable, the Goods conform with any samples approved by the Company;
 - (b) the Goods operate in accordance with the relevant manufacturer's or technical specifications provided by the Contractor; and
 - (c) the Goods and Services are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such Goods are ordinarily used and for which such Services are ordinarily required and for any particular purpose made known to the Contractor by the Company.
- 8.2 Where the Goods supplied to the Company are intended or designed for human consumption, ingestion, injection or any other contact with, insertion into or application to the human body, such Goods must be packaged and delivered to the Company in good, safe, sterile and clean condition and otherwise suitable and safe for human consumption, ingestion, injection or contact with, insertion into or application to the human body (as the case may be), and in compliance with all legal, regulatory and safety requirements, as well as all relevant industry standards, for the period required by the Company. Where

instructions and training for safe handling and storage of the Goods are required, they must be provided.

- 8.3 If a particular mode or means of containment is required for the storage of the Goods, the Contractor shall at its own expense provide the Company with the means to so store the Goods, and such instructions and training as may be necessary for the Goods to be properly stored in full compliance with all legal, regulatory and safety requirements, as well as all relevant industry standards, as may from time to time be applicable thereto, so as to ensure that the Goods continue to meet the Contract requirements.
- 8.4 If at any time during the Contract Period any of the Goods are determined to be hazardous to health and/or withdrawn from supply (voluntarily or otherwise) and/or brought under investigation in any jurisdiction, whether by the World Health Organisation, the Ministry of Health, the Health Sciences Authority or any international drug or health authority ("Withdrawn Products"), the Company may cancel the purchase of any Withdrawn Products in respect of which any Order has been issued without being thereby liable for any costs or compensate Contractor. The Contractor shall promptly notify the Company upon becoming aware of any withdrawal or threatened withdrawal from legal supply or of any actual or pending investigations or reviews of the Goods. The Contractor shall at its own expense, collect all Withdrawn Products from the Company's premises.
- 8.5 The Contractor accepts that the Company relies on the skill and judgment of the Contractor in relation to the design, description, manufacturing, quality, reliability, function, safety, suitability and performance of the Goods and Services.
- 8.6 The Contractor shall at its own expense, remove from the Company's premises, such Goods including any by-products or residue thereof, and regardless of whether the same may be used (wholly or partially), damaged or expired, at such dates and times and in such manner as the Company may from time to time require, and to dispose of the same, by such mode and means of containment, transportation and disposal as may be necessary to comply fully with any applicable legal and regulatory requirements. Where any particular mode or means of containment is required for temporary storage, prior to removal and disposal, the Contractor shall at its own expense provide the Company with the means to so contain the used, damaged or expired Goods as well as all instructions and training as may be necessary.

9. REPRESENTATIONS & WARRANTIES

- 9.1 The Contractor hereby represents and warrants that:
- (a) it has full power and authority to enter into and perform this Contract and this Contract constitutes a valid and binding obligation on it;
 - (b) in entering the Contract it has not committed any fraud;
 - (c) at the commencement of this Contract, all information contained in its Proposal in response to the RFQ remains true and accurate;
 - (d) the Goods and Services shall in all respects (including the design, manufacture, processing, storage and testing thereof) comply with all legal, regulatory and health and safety requirements, and meet all relevant industry standards;
 - (e) the Goods and Services or any part thereof do not and will not infringe the intellectual property rights of any person and the Contractor shall, where applicable, obtain for and grant to the Company, free of any additional charge, a worldwide, perpetual, non-exclusive licence to use all intellectual property owned by or licensed to the Contractor that are necessary for the use of the Goods and/or Services;
 - (f) full legal and beneficial title to the Goods shall pass from the Contractor to the Company upon acceptance of the Goods in accordance with Clause 5, free of any form of encumbrance;

- (g) the execution of the Contract and delivery of the Goods and the performance of the Services and its obligations under this Contract will not result in a breach of any order, judgment or decree of any court, governmental agency or regulatory body by which it is bound;
- (h) it has the necessary manpower, skills and expertise to carry out the Services in accordance with professional standards; and
- (i) no proceedings or other steps have been taken for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue.

9.2 The Contractor further warrants that the Goods and the Services shall be free of defects and deficiencies including for the duration of the Warranty Period as stated in Section 1 (where applicable). If any Services are found to be defective, or any Goods are found (including during the Warranty Period, where applicable) to be:

- (a) defective in design, materials or workmanship (including without limitation breakdowns, failures and inferior workmanship);
- (b) not fit for purpose or not in accordance with the terms of the Contract;
- (c) inferior to approved samples; and/or
- (d) having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees set forth in the Contract or specifications published by the Contractor as applicable to the Goods,

then unless it is shown that the foregoing is caused solely by improper use or handling by the Company, the Contractor shall, at its own expense, upon the written notification of the Company and within the time stipulated therein, replace, rectify or otherwise repair the damages or defective Goods and/or re-perform the defective Services and make good the same to the Company's satisfaction within the time stipulated by the Company in the written notification, which shall not be less than three (3) working days.

9.3 Where applicable, the Contractor shall ensure that the Goods have the minimum shelf life period stipulated in Section 1 of the RFQ ("Shelf-Life Period"), commencing from the date of delivery of the Goods in accordance with Clause 5. Where the Goods do not meet the stipulated Shelf-Life Period, the Contractor shall within two (2) working days after notification by the Company replace, free of charge, the Goods with Goods that meet the stipulated Shelf-Life Period.

10. INDEMNITY

10.1 The Contractor shall be liable for and shall indemnify the Company against any loss, expense, costs, damages, liability, claim or proceedings whatsoever

- (a) 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 Services, unless the same is shown to be due solely to any negligent or wilful act of the Company. This indemnity 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 Company;
- (b) In respect of loss of or damage of any kind to any property real or personal (including any property of the Company) insofar as such loss or damage arises out of or in the course of or by reason of the carrying out of the Services, unless the Contractor proves to the satisfaction of the Company that it was not due to any negligence, omission, breach of contract or default of the Contractor or of any

person for whom the Contractor is responsible, including the Contractor's subcontractors and their personnel or agents.

- 10.2 The Contractor shall indemnify the Company against each and every liability which the Company may incur to any person whatsoever and against all damage, expense, loss, cost, claim or proceedings suffered or incurred by the Company as a result, whether directly or indirectly of:
- (a) Any negligence or breach of duty by the Contractor, its agents, employees, subcontractors, suppliers or other persons engaged by the Contractor for the Services; or
 - (b) Any breach by the Contractor of the Contract.
- 10.3 In addition to any other rights and remedies available to the Company, in the event the Contractor is in breach of any term in this Contract and the Company takes steps to remedy and/or rectify the breach, the Company shall have the right to charge the Contractor for the time spent by the Company and/or claim for the costs and expenses incurred or to be incurred by the Company (on an indemnity basis) for remedying and/or rectifying such breach.
- 10.4 To the fullest extent permitted by applicable law, neither of the indemnities in Clauses 10.1, 10.2 and 10.3 shall be rendered ineffectual to any extent by reason of the Company (in any particular situation(s)) not exercising supervision or control over the Contractor's activities or not detecting and preventing defective work or not giving instructions to ensure proper performance of the Contractor's obligations.

11. **INSURANCE**

- 11.1 Without prejudice to its liability to indemnify the Company under Clause 10, the Contractor shall, before commencement of any work under the Contract, maintain:
- (a) such insurances as are necessary to cover the liability of the Contractor or, as the case may be, of any persons for whom the Contractor is responsible, including its subcontractor, in respect of personal injuries or death arising out of or in the course of or by reason of the carrying out of the Services or the subcontract works including any liability of the Contractor under the Work Injury Compensation Act or any subsequent modification or re-enactment of such Act; and
 - (b) such insurances in respect of injury or damage to property real or personal (other than the Services) arising out of or in the course of or by reason of the carrying out of the Services and caused by any negligence, omission, breach of contract or default of the Contractor or persons for whom Contractor is responsible including its subcontractors.
 - (c) The Contractor's insurances shall provide for the Company's interests to be noted as "Principal" (for Work Injury Compensation/Employer's Liability) or as an "Additional Insured" with a "cross liability" provision (for Third Party Liability).
- 11.2 Without limiting its obligations or responsibilities under Clause 10, the Contractor shall, before commencement of any work under this Contract, in the joint names of the Company and the Contractor, insure against all damage, loss or injury from whatever cause arising (other than the risks that the Company agrees to exclude) for which the Contractor is responsible under the terms of the Contract. The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy liabilities under this Contract.
- 11.3 All insurances to be taken out by the Contractor under this Clause shall be placed with an insurer or insurers approved by the Company. Where so required by the Company, a said

copy of the policy or policies (or certificate of currency, as the case may be) shall be deposited with the Company prior to the commencement of the Services.

- 11.4 All insurances shall be valid for the duration from the date of commencement of the Services (including mobilization) until completion thereof.
- 11.5 Should the Contractor or any subcontractor default in taking out or maintaining the insurance policies stipulated in this Clause, the Company (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 the Company in respect of premiums shall be recoverable from the Contractor.

12. **TERMINATION**

12.1 The Company may, without prejudice to any other rights and remedies available to the Company, terminate this Contract forthwith by written notice to the Contractor with immediate effect in the event that:

- (a) the Contractor commits a breach and fails to remedy that breach within the time stipulated in the notice given by the Company to remedy the breach;
- (b) it is a material breach or a breach that is not in the opinion of the Company capable of remedy;
- (c) there is a delay in the delivery of the Goods or performance of the Services by the Contractor and the delay is not due to a Force Majeure event;
- (d) an order should be made or an effective resolution passed for the winding up of the Contractor or in the course of a voluntary liquidation for the purpose of reconstruction or amalgamation;
- (e) the Contractor 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;
- (f) the Contractor makes an assignment for the benefit of its creditors or a liquidator, receiver, trustee, judicial manager or similar official is appointed over all or a substantial part of its assets; or
- (g) the Contractor fails to meet its obligations and/or timelines under this Contract.

12.2 In the event of termination under Clause 12.1 above:

- (a) the purchase of any Goods which have not been delivered in accordance with Clause 4, or any Services which have not been performed shall be deemed cancelled, and the Contractor shall have no claim whatsoever against the Company in respect of these undelivered Goods or unperformed Services;
- (b) the Contractor shall refund and repay to the Company any advance payment received from the Company without prejudice to the Company's other rights to claim compensation and damages under the Contract, including without limitation to compensation for increased costs in obtaining the Goods from other sources; and
- (c) the Company may carry out the completion of the Services and rectify any defects in the Services by any means and all costs so incurred shall be payable by the Contractor and/or deducted from the balance of the Contract Sum or sums due to the Contractor or become a debt payable to the Company by the Contractor. The Company may use for completion of the Services any of the equipment, temporary

buildings, scaffolding, structures, tools, goods, equipment and unfixed materials left upon the Site.

- 12.3 Further, in the event of termination upon the Contractor's breach,
- (a) the Contractor shall immediately thereafter vacate the Site, remove all its equipment and labour force from the Site and surrender possession of the Site to the Company;
 - (b) the Contractor shall deliver up to the Company any confidential information including all documents provided by and/or belonging to the Company, as well as all documents, materials, technical data, drawings, plans, specifications, calculations or any other tangible work whether prepared by the Contractor or others in connection with the Services;
 - (c) all outstanding works shall be deemed cancelled and the Contractor shall have no claim whatsoever against the Company respect of these outstanding works;
 - (d) no sum shall be certified as due to the Contractor nor shall the Company be liable to pay to the Contractor any sum (including damages and amounts for which the Company was liable at the date of termination) in respect of the Contract until the Company has ascertained and certified an amount (called hereafter "the Company's Cost") representing the total cost to the Company of completion and remedying of any defect, damages for delay in completion (if any) and all other expenses incurred by the Company.
- 12.4 The Company may terminate this Contract or reduce the scope of the Contract at any time without cause by giving the Contractor not less than six (6) weeks prior written notice. No compensation, monetary or otherwise shall be payable to the Contractor in such event. Upon termination of the Contract by the Company in accordance with this Clause, the Contractor shall:
- (a) be entitled to payment for all Goods delivered and accepted and all Services performed up to and including the final day of the six (6) weeks' notice period, provided always that all terms and conditions of this Contract have in the opinion of the Company been duly and faithfully observed by the Contractor; and
 - (b) forthwith deliver to the Company all Goods prepared in connection with the Contract (if any) which have been agreed upon prior thereto up to and including the final day of the six(6) weeks' notice period.
- 12.5 Any termination of this Contract shall be without prejudice to any rights or obligations the Company may have accrued under this Contract on or before termination, including in respect of an antecedent breach.

13. **FORCE MAJEURE**

- 13.1 Neither Party shall be liable for any failure or delay to comply with their obligations under this Contract where such failure is caused solely and directly by a Force Majeure Event provided that the Party relying on the Force Majeure Event ("Notifying Party") shall notify the other Party within twenty-one (21) days from the commencement of the event relied upon by the Notifying Party for its failure to comply with its obligations.
- 13.2 The Notifying Party shall, subject to their obligations herein set out, for the duration of such Force Majeure Event, be relieved of any obligation under this Contract but only to the extent that the same is directly prevented or delayed by such Force Majeure Event. The provisions of this Contract shall remain in force with regard to all other obligations under this Contract which are not affected by such Force Majeure Event. Where the Notifying Party is the Contractor, the Contractor shall use its best endeavours at all times to satisfy its obligations to the Company whether in whole or in part, notwithstanding the occurrence and/or continuation of any Force Majeure event.

- 13.3 If such Force Majeure Event persists for more than six (6) weeks, the Company may terminate this Contract by serving a one (1) week's notice in writing. Upon termination of the Contract by the Company, neither Party shall be liable to the other save that the Company shall pay the Contractor the price of the Goods supplied and accepted by the Company up to and including the date of termination.
- 13.4 The Company shall not be liable for any loss or inconvenience suffered by the Contractor arising from any Force Majeure Event or the termination of the Contract as a result of such Force Majeure Event.

14. **NOTICES**

- 14.1 Except as otherwise provided in this Contract, notices which are required to be given in or under this Contract shall be in writing (unless expressly stated otherwise). Notices may be sent by electronic mail to the electronic mail address as the Party to be served may have notified the other Party of, or by hand or pre-paid AR Registered post to the address of the Parties as specified below or to such other address as the Party may later specify:

If to Company:	If to Contractor:
National University Health Services Group Pte Ltd Materials Management Department 1 Jurong East Street 21 Singapore 609606	Address as stated in the Proposal

Provided that where the notice involves a termination or alleged breach of this Contract, then such notice shall be sent by hand or by AR Registered Post and properly addressed to the addresses of the Parties as set out above, and also communicated by telephone as promptly as possible.

- 14.2 Every notice or communication so sent shall be deemed to have been properly served and validly made, if by hand when delivered to the recipient's address; and if sent by AR Registered post, TWO (2) working days after posting if posted to an address within Singapore, notwithstanding the fact that the notice may be returned by the Post Office undelivered; and if sent by electronic mail, shall be deemed received when the acknowledgment of receipt or reply email from the electronic mail recipient is received by the sender.

15. **GOVERNING LAW**

- 15.1 This Contract shall be governed by and construed in accordance with the laws of Singapore.

16. **DISPUTE RESOLUTION**

- 16.1 In the event of any dispute between the Parties in connection with this Contract, any Party may request in writing to the other Party within thirty (30) days to meet to resolve the dispute in good faith without recourse to legal proceedings.
- 16.2 If the dispute, claim, question, disagreement or difference is not settled in accordance with Clause 16.1 above, Parties shall use reasonable efforts to resolve the same through mediation at the Singapore Mediation Centre and its rules and procedures shall apply accordingly. Either Party can serve a notice for mediation to the other and the Party who receives a notice for mediation shall consent and participate in the mediation process as aforementioned. Failure to comply with this clause shall be deemed a breach of Contract.

- 16.3 If no agreement is reached between the Parties thereafter within thirty (30) days from the commencement date of mediation process, the Parties hereby agree that the disputes shall be referred to and finally resolved by exclusive jurisdiction of the Courts of the Republic of Singapore.
- 16.4 For the avoidance of doubt, it is agreed that nothing in this Clause shall prevent a Party from seeking urgent equitable relief that is necessary to protect the rights or property of that Party from an appropriate Court having jurisdiction without waiving any other remedies under this Contract prior to the commencement of any dispute resolution proceedings hereunder.
- 16.5 The commencement of any mediation or litigation proceedings shall in no way affect the continual performance of the obligations of the Contractor under this Contract, except in so far as such obligations relate to the subject matter of such proceedings.
- 16.6 Parties shall keep the dispute resolution proceedings and all information, documents, evidence and all matters relating thereto confidential in accordance with Clause 20.

17. **STATUTORY OBLIGATIONS**

- 17.1 Save for the Company's Affiliates, any person who is not a party to this Contract shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce this Contract or any of its terms.
- 17.2 Where the Contractor receives any personal data (as defined by the Personal Data Protection Act (Act 26 of 2012) ("PDPA") from the Company, it shall ensure that it fully complies with the provisions of the PDPA and only deals with the data to fulfill its obligations under this Contract. The Company shall not be responsible for any breaches of the PDPA or the clauses herein by the Contractor and the Contractor shall indemnify the Company for any breach of the PDPA against any fines, losses, damages, actions, proceedings, liabilities costs, claims and expenses (including legal costs) suffered by the Company. The Contractor agrees and undertakes that when dealing with any personal data received from the Company, it shall:
- (a) only use personal data in accordance with the Company's instructions and the purposes for which the personal data was disclosed;
 - (b) protect the personal data in its possession or under its control by making reasonable security arrangements to prevent any accidental loss or unauthorized access, disclosure, destruction, disposal, copying and modification of the personal data. The Contractor shall as soon as reasonably practicable, notify the Company if any event referred to herein has occurred and shall take all necessary steps to remedy the event and prevent its reoccurrence;
 - (c) not retain any personal data for any period longer than is necessary for the purposes for which the personal data was disclosed by the Company;
 - (d) limit disclosure of such personal data to its employees on a need to know basis and only for the purposes for which such personal data was disclosed by the Company; and
 - (e) shall not transfer the personal data outside Singapore, without the Company's prior written consent.
- 17.3 The Contractor shall not offer or give, or agree to give, to the Company or any other public body or any person employed by or on behalf of the Company any gift or consideration of any kind or any favour as an inducement or reward in relation to the obtaining or execution of this Contract. The Company may terminate the Contract immediately and recover from the Contractor the amount of any loss resulting from such termination if so.

18. AMENDMENTS

18.1 No amendment, change or modification of this Contract shall be valid unless it is in writing and signed by each Party.

19. NO SUB-CONTRACTING OR ASSIGNMENT

19.1 The rights and obligations arising out of this Contract shall not be assignable or transferable by the Contractor or sub-contracted to any third party without the prior written consent of the Company.

19.2 Notwithstanding that any obligation is sub-contracted, the Contractor shall remain solely and personally responsible at all times for the due observance by such sub-contractors of all the terms and conditions of this Contract, and shall be liable for any act or omission by any sub-contractor that constitutes or may constitute a breach, repudiation, default or failure to comply with any of the terms and conditions of the Contract, whether total or partial. The Contractor shall indemnify the Company against all and any losses, expenses, costs (including legal costs), damages, liabilities, proceedings or claims arising therefrom.

20. CONFIDENTIALITY

20.1 The Contractor shall keep confidential and not disclose to any third party any information in respect of, arising from or in connection with the terms, conditions and provisions of this Contract or arising from its performance of this Contract and all correspondence and discussions between the Parties in relation to the Contract unless the disclosure is required by law, regulation or directive of the law enforcement organisations or made with the prior written consent of the Company.

20.2 The Contractor shall not make use of any information obtained directly or indirectly from the Company or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than for the purposes of this Contract.

20.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to the Company or the Contract or any part of the obligations to be performed under the Contract in any media without the prior written consent of the Company.

21. SEVERANCE

21.1 The illegality, invalidity, unenforceability of any provision of this Contract shall not affect the legality, validity and enforceability of any other provisions.

22. SURVIVAL

22.1 The provisions of this Contract that are contemplated to be enforceable after the termination or expiry of this Contract shall survive the termination or expiry of this Contract.

23. WAIVER

23.1 The failure or delay by either Party at any time to enforce any provision of this Contract shall not be construed as a waiver of such provision or any other provision hereof. A waiver shall not be effective unless it is in writing.

24. ENTIRE AGREEMENT AND COUNTERPARTS

24.1 This Contract may be executed in one (1) or more counterparts by the duly authorized representatives of the Parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Contract provided that this Contract shall be of no force and effect until the counterparts are exchanged.

24.2 The Parties expressly acknowledge that they have read this Contract and understood its provisions. Parties agree that this Contract constitutes the entire agreement between them with respect to the subject matter of this Contract and that it supersedes all prior or contemporaneous proposals, agreements, negotiations, understandings, correspondence and all other communications (whether written or oral, express or implied) or arrangements entered into between the parties prior to this contract in respect of the matters dealt with in it.

25. RIGHT OF SET OFF

25.1 The Company shall, notwithstanding anything in the Contract to the contrary, be entitled to withhold, deduct from or set-off against any monies due or to become due to the Contractor (including any interim progress payments or other payments) or recover as a debt, any amount from the Contractor –

(a) in respect of any claim, loss, damage, fee, cost or expense suffered or incurred by the Company as a result of any breach of any of the terms of the Contract by the Contractor or any of its employees or agents; or

(b) to effect the indemnities provided by or liquidated damages payable by the Contractor under this Contract.

26. PARAMOUNT OBLIGATION

26.1 The Contractor acknowledges that the Company has a paramount obligation to comply with the directives of the relevant authorities, to discharge its duties with regard to public healthcare and to act at all times in the interest and welfare of its patient. The Company shall not be required or obliged under this Contract to act in any manner contrary to such paramount obligation.

ANNEX 1 - ADDITIONAL TERMS AND CONDITIONS

1. Cleanliness and Safety

1.1 Where so required by the Company, the Contractor shall -

- (a) provide dust mat at the entrances to the Site and lay durable, and approved type of floor protections along the corridors used as the routes for delivery of materials and transporting away demolished materials off Site. These protections shall be well maintained, kept clean and in good condition.
- (b) provide JurongHealth approved type of signs, directional signs or notice boards to warn the public to keep away from the area during the carrying out of the Services.
- (c) during all working hours provide a competent co-ordinator/supervisor to supervise, co-ordinate, schedule and monitor the Services and to ensure daily cleanliness and safety at the site.

2. Disposal of Debris

2.1 The Contractor shall remove and dispose of all debris and dismantled diffusers off-site daily and as and when directed the Company. The Contractor is strictly prohibited from carting away the debris in loose forms and must pack and secure all the debris and diffusers safely and in accordance with all laws and regulations.

3. Work Programme / Activity Chart / Timeline

3.1 The Contractor shall, within the first week of the award of the Contract or such other time as the Company may reasonably require, submit a detailed master work programme/timeline/activity chart/work schedule for the Services in accordance with the Requirement Specifications, including the proposed start and completion dates ("**the Gantt Chart**") to the Company for approval. The Gantt Chart shall include all works within its scope of responsibility, the order or sequence in which the Contractor proposes to carry out the various parts of the Works and any proposed methods of working which may be relevant to progress. The Contractor shall factor in the dependencies of all related works and ensure all such works are appropriately scheduled to ensure timely completion of the Services. Unless otherwise instructed by the Company in writing, the Contractor shall commence work only after receipt of notice in writing of the Company's approval of the Gantt Chart.

3.2 The Contractor shall regularly update the Gantt Chart with the latest progress status of the Services and submit to the Company at agreed intervals and at meetings. The Contractor shall closely monitor the progress of the Services and where required by the Company, provide the Company with a progress report at such intervals and in such form as the Company shall require, which form shall include all delays and possible delays and their likely effect on the carrying out of the Services. The Contractor shall also propose to the Company recovery and/or remedial actions to be taken to regain the original timeframe for completion

3.3 Any amendments to the Gantt Chart shall be subject to approval by the Company. The acceptance by the Company of the Gantt Chart or of any revised or modified Gantt Chart shall not relieve the Contractor of any of its obligations to execute and complete the Services in accordance with the Contract and shall not be construed as a grant of an extension of time unless expressly agreed in writing.

3.4 The Contractor shall, with due skill, care and diligence, design (to the extent provided for by the Contract), execute and complete the Services and remedy any defects in the Services in accordance with the provisions of the Contract and to the satisfaction of the Company.

4. Working Days/ Hours

4.1 Unless otherwise expressly approved by the Company, the Services shall only be carried out on **weekends from 9am to 6pm**. All costs in respect of such work shall be borne by the Contractor and deemed to have been included in the Contract Sum.

4.2 The Contractor is aware that the Site is adjacent to operational parts of the hospital. As such, where the Company requires the Contractor to stop work for whatever reason or where the Contractor is required to work in the vicinity of operationally sensitive areas, including but not limited to Operating Theatres and the Emergency Medicine Department (or A&E as it is commonly known), the Contractor shall adjust its working hours to suit the operational requirements of the Company or such sensitive areas. Such adjustment includes temporary stop-work, whether planned or otherwise, which shall be instructed by the Company. Any cost associated with such irregular working hours and/or stop-work shall be deemed to have been included in the Price Proposal. The Contractor accepts that it shall not be entitled to any extension of time if the aggregate duration of the temporary stop-works does not exceed twenty-four (24) working hours and further agrees to waive any rights he may have under this Contract and/or common law, by reason of the stop-works (limited to the twenty-four (24) working hours). For avoidance of doubt, stop-work due to any default of Contractor shall not be considered and/or included in the computation of the said limit of twenty-four (24) working hours.

4.3 The Contractor acknowledges and agrees that all costs associated with compliance with this requirement shall be deemed to be included in the Price Proposal.

4.4 The Contractor shall comply with any instruction of the Company relating to the Services, including any instruction for the sequencing and timing of the execution of the Services. The Contractor shall execute the Services in a way that does not interfere with, disrupt, delay or hinder unreasonably other persons on the Site.

5. Compliance with House Rules

5.1 The Contractor shall comply with Company's House Rules within which the Services are carried out or to which he has access for the performance of the Contract.

6. Infection Control Measures

6.1 The Contractor shall observe all infection control procedures and guidelines as required by the Company. This shall include:

- (a) attending any infection control briefing / training as required by the Employer;
- (b) performing and documenting risk assessments as per required procedures;
- (c) providing appropriate infection control mitigation measures to minimize impact to surrounding environment and occupants;
- (d) performing regular monitoring and audit to demonstrate and ensure full compliance; and
- (e) complying with reasonable additional requirements as specified by the Company.

6.2. The Contractor shall implement appropriate measures to minimize and mitigate noise and dust generated in the execution of the Services. The proposed measures shall be submitted to the Company for approval prior to commencement of any work at the Site. Notwithstanding any prior approval by the Company of these measures, the Contractor shall remain responsible for ensuring that the measures when implemented are effective to achieve the desired result.