

**PART 2**  
**CONDITIONS OF CONTRACT**

**1. DEFINITIONS**

1.1 In these Conditions of Contract, unless the context otherwise requires:

- (a) **“School”** means Singapore Sports School Ltd and includes any officer authorised by the School to act on its behalf.
- (b) **NOT IN USE**
- (c) **“Contract”** means the resulting contract between the School and the Caterer for the provision of the Goods and Services as a result of the School’s acceptance of the Caterer’s Tender Offer which terms and conditions are contained in the following:
  - (i) the Covering Letter;
  - (ii) the Instructions to Tenderers;
  - (iii) the Caterer's Tender Offer;
  - (iv) these Conditions of Contract;
  - (v) the Requirement Specifications;
  - (vi) the Letter of Acceptance;
  - (vii) any Purchase Order issued by the School to the Caterer;
  - (viii) any correspondence exchanged between the School and the Caterer which is agreed to by the School in writing as amplifying or modifying the Invitation to Tender or the Caterer’s Tender Offer; and
  - (ix) any formal agreement executed between the Parties,including all schedules and annexes to such documents as relevant.
- (d) **“Contract Period”** means the Initial Contract Period as set out in Clause A11.1, as extended from time to time by the School pursuant to Clause A11.2.
- (e) **“Contract Price”** means the aggregate Tender Price for Goods and Services required under the Contract.
- (f) **“Caterer”** means a successful Tenderer whose Tender Offer has been accepted by the School.
- (g) **“Control”** means, with respect to a person (i) the right to exercise, directly or indirectly, at least 50 per cent of the voting rights attributable to the shares of

the controlled person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.

- (h) **“data”** means any representation of information or of concepts regardless of the medium of storage, and includes any personal data.
- (i) **“Factor”** means any person having an approved vendor record in the financial system maintained by the School.
- (j) **“School Furnished Equipment”** or **“SFE”** means the items which the School provides or is required to provide pursuant to the Contract.
- (k) **“Goods”** means all goods proposed in the Caterer’s Tender Offer as being capable of meeting or exceeding the Requirement Specifications and accepted in the Letter of Acceptance/Purchase Order which the Caterer is required to supply under the Contract, including technical documentation, parts or units thereof.
- (l) **“GST”** means goods and services tax charged under the GST Act.
- (m) **“GST Act”** means the Goods and Services Tax Act (Cap. 117A).
- (n) **NOT IN USE**
- (o) **“Invitation to Tender”** means the invitation to participate in the tender for the supply of Goods and Services and comprises all the tender documents forwarded to the Tenderer, inclusive of the Covering Letter, Form of Tender, Instructions to Tenderers, Conditions of Contract, Requirement Specifications, Guidelines for Tender, Evaluation Criteria and any other documents and forms enclosed.
- (p) **“Letter of Acceptance”** means the letter issued by the School accepting the Caterer’s Tender Offer.
- (q) **“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 a court, arbitral or expert award.
- (r) **“Parties”** means the School and the Caterer, and **“Party”** means any one of them.
- (s) **“Payee”** in relation to a Receivable, means the person specified in the Caterer’s invoice to the School as the payee of such Receivable.
- (t) **“personal data”** shall have the same meaning in the Contract as its definition in the Personal Data Protection Act 2012 (No. 26 of 2012).

- (u) **“Personnel”** in relation to a person, means a director, officer, employee or agent of that person, or any individual engaged by that person under a contract for service.
- (v) **“Price Schedule”** means the schedule of prices for Goods and Services proposed in the Caterer’s Tender Offer and accepted in the Letter of Acceptance/Purchase Order.
- (w) **“Purchase Order”** means an order issued by the School, making reference to the Contract, to purchase the Goods and/or Services.
- (x) **“Receivables”** means the amounts payable by the School to the Caterer under the Contract, subject to the School’s rights against the Caterer under the Contract, at law or in equity, including the School’s rights of deduction and set-off.
- (y) **“Requirement Specifications”** means the specifications set out in Part 3 of the Invitation to Tender and any amendments or additions to the aforesaid as may be mutually agreed in writing between the Parties from time to time.
- (z) **“S\$”, “\$” or “SGD”** means the lawful currency of Singapore.
- (aa) **“Service Personnel”** means all Personnel (including Personnel of the Subcontractors) provided by or to be provided by the Caterer to perform the Contract.
- (bb) **“Services”** means the services proposed in the Caterer’s Tender Offer as being capable of meeting or exceeding the Requirement Specifications and accepted in the Letter of Acceptance/Purchase Order which the Caterer is required to provide under the Contract.
- (cc) **“Subcontractor”** means any person, firm or company engaged by the Caterer to perform any part or parts of the Caterer’s obligations and includes the Subcontractor’s duly appointed representatives, successors and permitted assignees and the Subcontractor’s subcontractors.
- (dd) **“Tender Offer”** means the offer submitted by the Tenderer to provide Goods and Services to the School in response to the Invitation to Tender, and other documents submitted by the Tenderer and accepted in writing by the School as modifying such offer submitted by the Tenderer.
- (ee) **“Tender Price”** in respect of any of the Goods or Services, means the sum specified in the Price Schedule (as may be varied in accordance with the Contract) for the provision of such Goods or Services under the Contract.

- (ff) **“Tenderer”** means a person or its permitted assignees and successors offering to provide the Goods and Services pursuant to the Invitation to Tender, and shall be deemed to include two or more persons if appropriate.
- (gg) **“Working Day”** means a day which is not a Saturday, Sunday or a public holiday in Singapore.

1.2 In the Contract, unless a contrary intention appears:

- (a) words importing the singular only shall also include the plural and vice versa where the context requires;
- (b) the headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation;
- (c) references to a person include any company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having separate legal personality);
- (d) a reference in the Contract to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”;
- (e) any reference to any legislation shall be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation;
- (f) “month” means calendar month and “day” means calendar day; and
- (g) for the purposes of computing time, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.

**2. CLAUSE REFERENCES**

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

**3. SCOPE OF CONTRACT**

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

**4. DELIVERY AND PERFORMANCE**

- 4.1 The Caterer shall, unless otherwise specified by the School prior to delivery or performance, deliver the Goods and perform the Services at the time(s) and place(s) and in the manner specified in the Contract. The Caterer shall obtain a receipt therefor from the School. The issue of such receipt shall in no way relieve the Caterer from its obligations under Clause 6 to replace defective or damaged Goods and re-perform deficient Services.

**5. CARE AND DILIGENCE**

- 5.1 The Caterer shall with due care and diligence carry out its obligations to the School under the Contract.
- 5.2 The Caterer acknowledges and accepts that the School relies on the skill and judgment of the Caterer and also upon the accuracy of all representations and statements made and advice given by the Caterer in the delivery of the Goods and performance of the Services under the Contract.

**6. REMOVAL AND REPLACEMENT**

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

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

(collectively, the “**Rejected Goods**”), and the Caterer shall:

- (i) provide a replacement for the Rejected Goods immediately at the Caterer’s own expense; and
- (ii) collect the Rejected Goods at the Caterer’s own expense within seven (7) days from the date of notification by the School and failing which, the School shall have the right:
  - (A) to claim from the Caterer storage charges and other expenses incurred in relation to the Rejected Goods until collection by the Caterer or disposal in accordance with sub-clause (B) below, whichever is earlier; and

- (B) if the Rejected Goods are not collected after **one (1)** month from the date of notification by the School, to dispose of the Rejected Goods in any way the School deems fit and claim all expenses incurred thereby from the Caterer,

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

- 6.2 The School may reject any Services that are not performed in accordance with the Contract or with reasonable care, skill and diligence, and if so required by the School, the Caterer shall re-perform such rejected Services at the Caterer's own expense.

- 6.3 Where any Goods or Services are rejected by the School pursuant to Clause 6.1 or Clause 6.2 or pursuant to any other provision of law, the Caterer shall be deemed to have completely failed to:

- (a) deliver such Goods or perform such services relating to the delivery or installation of such Rejected Goods; and

- (b) perform such Services,

as the case may be.

- 6.4 Notwithstanding anything to the contrary, the risk of loss, damage or deterioration of Rejected Goods (whether rejected pursuant to this Clause 6 or otherwise) shall be borne by the Caterer at all times and possession shall be deemed to have never passed to the School.

## **7. NOT IN USE**

## **8. NOT IN USE**

## **9. TITLE AND RISK**

- 9.1 The risk of loss or damage to the Goods or any documentation delivered pursuant to the Contract shall pass upon receipt of the Goods or documentation by the School. Title to the Goods shall pass from the Caterer to the School upon receipt.

- 9.2 Risk of loss or damage to the Goods shall be borne by the Caterer from the time the Goods are received by the Caterer for the purpose of modification, replacement, repair or rectification until the modified, repaired, replaced or rectified Goods are received by the School.

9.3 Title to the SFE and all other property from time to time furnished by the School to the Caterer in relation to the performance of the Contract shall at all times remain with the School.

9.4 Risk of loss or damage to the SFE and all other property at any time furnished by the School to the Caterer shall be borne by the Caterer from the moment the Caterer takes delivery of the SFE or such other property until such time as the SFE or such other property is delivered to and received by the School.

#### **10. CATERER'S PERSONNEL**

10.1 The Caterer shall provide all necessary personnel who are competent and have the adequate skills and required professional certifications (where applicable) for the performance of the Contract.

10.2 Upon request by the School, the Caterer shall provide the following to the School:

- (a) the names and particulars (in such form as may be required by the School) of the Service Personnel;
- (b) evidence of the competency and professional certifications of the Service Personnel, in such format as may be required by the School; and
- (c) all documents and declarations as the School may require for the purposes of security clearance.

10.3 The Service Personnel shall at all times be subject to the School's approval, and the School may at any time object to any previously approved Service Personnel. Where the Caterer has proposed such Service Personnel in its Tender Offer, the School's acceptance of the Caterer's Tender Offer shall not constitute its approval of such Service Personnel, and the Caterer shall separately seek the School's approval of such Service Personnel.

10.4 Except as approved by the School and subject to such conditions as the School may impose, the Caterer shall ensure that no Service Personnel shall commence work on the Contract unless:

- (a) the School has given its prior written approval of such Service Personnel pursuant to Clause 10.3; and
- (b) such Service Personnel has obtained the necessary level of security clearance for the category and nature of the work to be handled by such Service Personnel, as required by the School from time to time.

10.5 The School shall not be required to provide any reason for objecting to any Service Personnel. If the School objects by notice in writing to any Service Personnel, the



Caterer shall remove such Service Personnel immediately and furnish a suitable and adequate replacement at no additional expense to the School within three (3) days.

- 10.6 The Caterer undertakes not to change its Service Personnel approved under this Clause 10 without the School's consent, which shall not be unreasonably withheld. All new or replacement Service Personnel shall also be subject to the approval of the School. The Caterer shall not reduce or vary its Service Personnel if this may adversely affect the performance of the Contract, including the progress or quality of the Services.

## **11. PAYMENT**

- 11.1 The Caterer shall invoice the School in accordance with Clause 11.4 after receipt by the School of all the Goods and Services.
- 11.2 Subject to compliance with Clause 11.1, the School shall pay the Caterer within **thirty (30)** days after the date of the invoice by Interbank GIRO or such other mode of payment as the School and the Caterer may agree. The Caterer shall provide the School with the relevant bank account details for the purpose of such Interbank GIRO payment within **thirty (30)** days after the date of the Letter of Acceptance/Purchase Order.
- 11.3 No payment shall be considered as evidence of the quality of the Goods or Services to which such payments relate or a waiver of any default on the part of the Caterer in the performance of its obligations, nor shall it relieve the Caterer from its other obligations under the Contract.
- 11.4 If requested by the School, the Caterer shall submit to the School invoices through the electronic invoicing system maintained by the School and such other documents through such means and format as may be specified by the School for the purposes of making payment.
- 11.5 The School shall not be required to pay for expenses or cost of whatever nature other than those expressly set out in the Contract or otherwise expressly agreed to in writing by the School.
- 11.6 The Contract Price is exclusive of any GST chargeable on the supply of goods and services to the School by the Caterer under the Contract. If the Caterer is a taxable person under the GST Act, the School shall reimburse the Caterer for any GST chargeable by the Caterer on the supply by the Caterer of goods or services under the Contract.
- 11.7 Any invoice or other request for payment of monies due to the Caterer under the Contract shall, if it is a taxable person for the purpose of the GST Act, be in the same

form and contain the same information as if it were a tax invoice for the purposes of the regulations made under the GST Act.

11.8 The School is agreeable to the Caterer assigning its Receivables to any Factor, subject to the following:

- (a) the Caterer warrants and represents to the School that it has not previously assigned such Receivable to any person other than the Payee of such Receivable;
- (b) the Caterer shall provide to the School any information in relation to the Payee and the factoring arrangement as the School may from time to time reasonably require;
- (c) such assignment shall be without prejudice to the School's rights against the Caterer under the Contract, at law or in equity, including the School's rights of deduction and set-off;
- (d) the Caterer shall ensure that:
  - (i) each of its invoices for assigned Receivables (each, a **"Factored Invoice"**) indicate a Factor as the Payee;
  - (ii) it shall not issue any Factored Invoice indicating a person that is not a Factor as the Payee;
  - (iii) where any Factored Invoice is in respect of goods or services on which GST is chargeable by the Caterer, the Payee is indicated as the payee of the entire amount (including GST) of such Factored Invoice, unless the School agrees otherwise in writing; and
  - (iv) where payment of the Receivable to the Factor is subject to withholding tax under Singapore law, the Caterer shall give prior written notice of this to the School and comply with all reasonable invoicing directions of the School in connection with such withholding;
- (e) the Caterer acknowledges and agrees that:
  - (i) the School shall not be required to verify whether:
    - (A) payment of any Factored Invoice to the Payee is in accordance with a valid factoring arrangement; or
    - (B) the Caterer has complied with Clause 11.8(d);

- (ii) payment made by the School to the Payee in respect of any Factored Invoice shall constitute a full discharge of the School's payment obligations to the Caterer in respect of such Factored Invoice;
- (iii) where a Factored Invoice includes GST, payment made by the School to the Payee in respect of such GST shall constitute a full discharge of the School's payment obligations to the Caterer in respect of such GST;
- (iv) if the Caterer issues a Factored Invoice which indicates a Payee that is not a Factor, the School shall have the right to reject such invoice and require the Caterer to reissue such invoice indicating either the Caterer or a Factor as the Payee; and
- (v) in the event withholding taxes are imposed by the tax authorities on any payment made pursuant to a Factored Invoice and such withholding taxes have not already been withheld by the School by way of deduction without any obligation to gross up, the Caterer shall indemnify and hold the School harmless from and against all such withholding taxes and any other Losses incurred or suffered by the School arising in connection with such withholding tax;
- (f) the Caterer shall ensure that all its invoices that are not factored do not indicate a Factor as the Payee. If the Caterer indicates the Factor as the Payee in any invoice that is not factored, payment made by the School to the Payee in respect of such invoice shall constitute a full discharge of the School's payment obligations to the Caterer in respect of such invoice; and
- (g) the School shall have the right at any time (whether before or after receiving a Factored Invoice) to withdraw its consent to any factoring arrangement by giving notice to the Caterer and the Factor, and upon such withdrawal of consent:
  - (i) the School shall be entitled to pay all Receivables to the Caterer without being liable to the Caterer or the Factor for any Losses; and
  - (ii) the Caterer shall reissue any Factored Invoice if required by the School.

## **12. TAXES, FEES AND DUTIES**

- 12.1 The Caterer shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Caterer or its Personnel in carrying out its obligations under the Contract.
- 12.2 If the School receives a request from the tax authorities or otherwise decides to pay on behalf of the Caterer or the Caterer's Personnel, or to withhold payments from the

Caterer in order that the School may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments ("**Taxes**"), the Caterer agrees that the School may deduct such Taxes from payment due to the Caterer and forward the balance to the Caterer without any obligation to gross up such payment or pay the Caterer any amount so withheld.

- 12.3 For the avoidance of doubt, in the event that withholding taxes are imposed by the tax authorities on any payments due under the Contract, the Caterer shall bear all such withholding taxes and the School may deduct such taxes from payment due to the Caterer and forward the balance to the Caterer without any obligation to gross up such payment or pay the Caterer any amount so withheld.

### **13. DELAY IN DELIVERY AND PERFORMANCE**

- 13.1 If the Caterer fails to deliver any Goods or complete the performance of any Services by the date(s) specified in the Contract, the School shall have the right (in addition to and without prejudice to all other rights or remedies available, including the School's right to terminate the Contract pursuant to Clause 18.1) to do one or more of the following:

- (a) cancel all or any such Goods or Services from the Contract without compensation and obtain them (the "**Replacement Goods and Services**") from other sources and all increased costs thereby incurred shall be borne by the Caterer provided that the quantity of the Replacement Goods and Services so obtained shall not exceed the quantity stated in the Contract;
- (b) require the Caterer to pay as liquidated damages, a sum calculated at the rate as set out in Schedule 1.

- 13.2 The School shall have the right, at its sole discretion, to elect to claim general damages in common law from the Caterer instead of imposing liquidated damages under this Clause 13.

### **14. COMPLIANCE WITH LAW**

- 14.1 The Caterer shall, at its own costs, obtain and maintain all licences, permits, certifications, approvals, registrations and authorisations without any restriction or qualification whatsoever so as to enable the Caterer to fulfil all its obligations under the Contract.
- 14.2 The Caterer shall, in performing its obligations under the Contract, comply with all applicable laws and shall keep the School indemnified against all penalties and liabilities of every kind for the breach of any such laws.

**15. NOT IN USE**

**16. NOT IN USE**

**17. GIFTS, INDUCEMENTS AND REWARDS**

17.1 The School shall be entitled to immediately terminate or rescind the Contract and recover from the Caterer the amount of any Losses resulting from such termination or rescission if:

- (a) any Caterer Representative has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract; or
  - (ii) showing favour or disfavour to any person in relation to any contract with the School; or
- (b) any Caterer Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

17.2 In this Clause 17:

**“Anti-Corruption Laws”** means:

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

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

- (d) the Caterer;
- (e) any person employed by the Caterer; or
- (f) any person acting on behalf of the Caterer (whether with or without the knowledge of the Caterer).

**18. TERMINATION**

18.1 If any of the following events occur, the School shall have the right (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages) to terminate the Contract with immediate effect by written notice to the Caterer:

- (a) an Event of Default has occurred (not being a default covered by any other sub-clause of Clause 18.1) and:
  - (i) the Caterer fails to remedy the Event of Default within **fourteen (14)** days from a written notice from the School to do so; or
  - (ii) the Event of Default is not capable of being remedied within a reasonable time;
- (b) the Caterer is in breach of any of its obligations under the Contract, and such breach results, or is likely to result, in damage to the reputation of the School;
- (c) the Caterer is in material breach of any of its obligations under the Contract;
- (d) a breach by the Caterer of Clause 14 (Compliance with Law) or Clause 23 (Sub-contract, Transfer and Assignment);
- (e) a breach by the Caterer of Clause A4 (Confidentiality and Security);
- (f) a breach by the Caterer of Clause A5 (Data Protection and Security);
- (g) NOT IN USE
- (h) NOT IN USE
- (i) a failure by the Caterer to pay any liquidated damages required under the Contract;
- (j) NOT IN USE; or
- (k) NOT IN USE.

18.2 If any of the following events occur, the School shall, to the extent permitted by law, be entitled to terminate the Contract with immediate effect by written notice to the Caterer, and the Caterer shall have no claim for any damages or compensation:

- (a) the Caterer is unable to pay its debts as and when they fall due;
- (b) where the Caterer is a company, a receiver, liquidator or provisional liquidator is appointed over any undertaking or property of the Caterer or an order is

made or a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of amalgamation or reconstruction) of the Caterer;

- (c) where the Caterer is a partnership, the Caterer is dissolved or has a bankruptcy order made against it;
- (d) where the Caterer is an individual, the Caterer becomes bankrupt or dies;
- (e) legal proceedings alleging insolvency are brought against the Caterer;
- (f) any application is made for the winding-up, bankruptcy or dissolution of the Caterer; or
- (g) the Caterer enters into any composition or arrangements with creditors.

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

- (a) termination shall be without prejudice to any rights and obligations of either Party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination;
- (b) the Caterer shall forthwith refund to the School all amounts paid to the Caterer under the Contract, less the price of the Goods and Services which have been accepted by the School as at the date of termination;
- (c) the Caterer shall immediately deliver property belonging to or provided by the School pursuant to the Contract and all deliverables prepared by the Caterer for the Contract (including works-in-progress if so requested by the School). Works-in-progress shall be paid on a pro-rated basis at the School's sole discretion;
- (d) in the event of a termination pursuant to Clause 18.1 or 18.2, the School shall have the right to engage another person to provide the remaining Goods and Services to be provided under the Contract, and any additional costs and expenses incurred shall be paid by the Caterer, and the Caterer shall give reasonable assistance to the incoming caterer; and
- (e) NOT IN USE

18.4 For the purposes of this Clause 18:

**"Event of Default"** means any breach (whether material or not) by the Caterer of any of its obligations under the Contract.

- 18.5 Nothing in this Clause 18 shall be deemed to prejudice any other rights or remedies available to the School against the Caterer for any breach of the Caterer's obligations whether under the Contract or at law or in equity.

**19. FORCE MAJEURE**

- 19.1 Neither Party shall be liable for any failure to perform its obligations under the Contract if the failure results from events which are beyond its reasonable control ("**Force Majeure Event**"), except that whenever possible the affected Party shall resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For purposes of the Contract, "**Force Majeure Event**" shall include acts of God, acts of civil or military authority, civil disturbance, wars, strikes, fires, epidemics or pandemics, and other catastrophes.
- 19.2 If the effect of any Force Majeure Event continues for a period exceeding thirty (30) days, the School may at any time thereafter give notice to the Caterer to terminate the Contract with immediate effect without being liable to the Caterer in damages or compensation.
- 19.3 If a Force Majeure Event occurs, the Caterer or the School (as the case may be) shall for the duration of such Force Majeure Event be relieved of any obligation under the Contract as is affected by the Force Majeure Event except that the provisions of the Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the Force Majeure Event.
- 19.4 Failure of the Caterer's Subcontractors or suppliers to perform their obligations shall not be regarded as events beyond the control of the Caterer.

**20. CORRESPONDENCE**

- 20.1 Any notice, request, waiver, consent or approval ("**Notice**") shall be in writing and shall be deemed to have been duly given when it is delivered by hand or by prepaid registered post or electronic mail to the Party as follows:
- (a) in the case of the Caterer, the address and electronic mail address set out in the Tender Offer; and
  - (b) in the case of the School, the following address and electronic mail address:

Singapore Sports School Ltd  
1 Champions Way  
Singapore 737913  
Email Address: leesy@sportsschool.edu.sg



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

20.3 A Notice sent by electronic mail shall be deemed not to have been received if the sender receives, within 24 hours of sending such electronic mail, a notification that such electronic mail has not been successfully delivered.

## **21. LANGUAGE**

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

21.2 The Caterer shall ensure that all Service Personnel of the Caterer and any Subcontractor shall be proficient in both written and spoken English for the purpose of performing the Caterer's obligations under the Contract.

## **22. CONSORTIUM**

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

22.2 Where the Caterer is a Consortium, the following shall apply:

### *Joint and Several Responsibility*

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

### *Addition of members to Consortium*

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

22.2.3 Should additional member(s) be added to the Consortium at any time with the approval of the School pursuant to Clause 22.2.2, he or they shall be deemed to be included in the expression "the Caterer".

### *Withdrawal from Consortium*

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

(a) the Contract shall continue and not be terminated, and

- (b) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

**23. SUB-CONTRACT, TRANSFER AND ASSIGNMENT**

- 23.1 The Caterer shall not, without the prior written consent of the School, sub-contract its obligations, or transfer or assign the benefit of the whole or any part of the Contract.
- 23.2 The Caterer shall be responsible for the acts, defaults, negligence and omissions of its Subcontractors and their Personnel.

**24. DEFAULT INTEREST**

- 24.1 If the Caterer 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 monthly rate of 2%.

**25. REMEDIES**

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

**26. VARIATION**

- 26.1 No variation of the Contract shall be of any force unless agreed upon in writing and signed by the authorised signatories of both Parties. A variation made in accordance with this Clause 26.1 shall not require consideration for the variation to be binding and enforceable.

**27. WAIVER**

- 27.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing any right, power, privilege, claim or remedy ("**Remedy**"), which is conferred under the Contract or at law or in equity, or arises from any breach by the other Party,

(a) be deemed to be or be construed as a waiver or variation thereof, or of any other such Remedy, in respect of the particular circumstances in question, or (b) operate so as to bar the enforcement or exercise thereof, or of any other such Remedy in any other instances at any time or times thereafter.

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

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

## **28. SET-OFF**

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

## **29. ENTIRE AND WHOLE AGREEMENT**

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

## **30. SEVERABILITY**

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

## **31. RIGHTS OF THIRD PARTIES**

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

## **32. SURVIVING PROVISIONS**

32.1 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract, including Clauses 17 (Gifts, Inducements and Rewards), 18.3 and 18.5 (Termination), 20

(Correspondence), 24 (Default Interest), 25 (Remedies), 26 (Variation), 27 (Waiver), 28 (Set-off), 29 (Entire and Whole Agreement), 30 (Severability), 31 (Rights of Third Parties), 32 (Surviving Provisions), 33 (Governing Law), 34 (Escalation of Disputes), 35 (Mediation), 36 (Dispute Resolution) and 37 (Order of Precedence), shall survive the termination or expiry of the Contract.

### **33. GOVERNING LAW**

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

### **34. ESCALATION OF DISPUTES**

- 34.1 In the event of any dispute, claim, question or disagreement arising out of or relating to the Contract or its subject matter or formation (a “**Dispute**”), no Party shall proceed to mediation or any form of dispute resolution unless the Parties have referred the Dispute to a senior officer of each Party (each, an “**Officer**”) who shall negotiate in good faith with a view to resolution of such Dispute.
- 34.2 If such Dispute is not resolved by agreement between the Officers within fourteen (14) days after the date of referral of the Dispute to the Officers, any Party may proceed to:
- (a) if the Dispute is within the jurisdiction of the Small Claims Tribunals, refer the Dispute to the Small Claims Tribunals; or
  - (b) give the other Party written notice for mediation as contemplated in Clause 35 (Mediation).

### **35. MEDIATION**

- 35.1 Notwithstanding anything in the Contract, in the event of any Dispute and subject to Clauses 34, 35.3 and 35.4, no Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedure of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause 35.1 if they have gone through at least one mediation session at the Singapore Mediation Centre.
- 35.2 A Party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process in accordance with this Clause 35.

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

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

35.4.1 the Parties attend a consultation session before a Registrar (where the Parties will be given an opportunity to resolve the Dispute amicably) after a claim is filed with the Small Claims Tribunals; and

35.4.2 the proceedings relating to such Dispute are not:

- (i) discontinued by the Registrar pursuant to Section 17(3) of the Small Claims Tribunal Act; or
- (ii) transferred out of the Small Claims Tribunals before or pursuant to such consultation session.

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

### **36. DISPUTE RESOLUTION**

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

### **37. ORDER OF PRECEDENCE**

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

- (a) these Conditions of Contract;
- (b) the Requirement Specifications;
- (c) the Letter of Acceptance;
- (d) the Purchase Orders;
- (e) any formal agreement executed between the Parties;

- (f) the Caterer's Tender Offer (as amplified or modified by any correspondence exchanged between the School and the Caterer which has been agreed to by the School in writing as amplifying or modifying the Caterer's Tender Offer).
- 37.2 Where the Caterer's Tender Offer (as amplified or modified by any correspondence exchanged between the School and the Caterer which has been agreed to by the School in writing as amplifying or modifying the Caterer's Tender Offer) contains provisions which are more favourable to the School in relation to the rest of the Contract, such provisions of the Caterer's Tender Offer shall prevail.
- 37.3 For the avoidance of doubt, this Clause 37 shall form an integral part of the Conditions of Contract referred to in Clause 37.1(a).

**38 COMPLIANCE WITH PROGRESSIVE WAGE MARK REQUIREMENTS**  
**(not an eligibility criterion for participation in the Tender)**

- 38.1 Subject to Clauses 38.2 and 38.3, for the entire Contract Period, a Caterer who is Progressive Wage Mark-Eligible shall comply with all the following:
  - (a) maintain a valid Progressive Wage Mark or Progressive Wage Mark Plus issued by the relevant authority through the GoBusiness Portal (individually and collectively referred to as "PW Mark");
  - (b) ensure that each Subcontractor who is or becomes PW Mark-Eligible shall obtain and maintain a valid PW Mark for the entire Contract Period;
  - (c) notify the School of any change to its or any of its Subcontractor's PW Mark accreditation status within one (1) month after the change; and
  - (d) replace any Subcontractor who is PW Mark-Eligible that fails to maintain a valid PW Mark during the Contract Period with another Subcontractor approved in writing by the School within one (1) month of the Caterer being notified of such failure. The Caterer shall comply with Clauses 38.1(b) to (d) in respect of any replacement Subcontractor.
- 38.2 If at the time of the award of the Tender, the Caterer who is PW Mark-Eligible has neither obtained nor applied for the PW Mark, the School shall have the right to exempt the Caterer from compliance with Clause 38.1(a) for such period of time as determined by the School.
- 38.3 If at the time of the award of the Tender, the Caterer who is PW Mark-Eligible has applied for but has yet to successfully obtain the PW Mark, the Caterer shall comply with all the following:

- (a) be exempted from compliance with Clause 38.1(a) during the period where the initial application for the PW Mark is being processed on the GoBusiness Portal. The School may extend the period of exemption by one or more consecutive periods as determined by the School; and
  - (b) notify the School of the outcome of the Caterer's application(s) for the PW Mark within one (1) month after the date of receipt of the outcome of the application, and provide the School with the e-Certificate as proof of the successful application (if any).
- 38.4 If a Caterer who is not initially PW Mark-Eligible becomes PW Mark-Eligible at any point in time during the Contract Period, the Caterer shall comply with all the following:
  - (a) notify the School on its eligibility for the PW Mark within one (1) month after the first day of employment of the relevant Local Resident Worker(s) covered by the Sectoral Progressive Wages and/or Occupational Progressive Wages;
  - (b) apply for a PW Mark through the GoBusiness Portal by the end of the third month of employment of the relevant Local Resident Worker(s) in Clause 38.4(a);
  - (c) provide the School with proof of its application for a PW Mark within one (1) month after the date of submission of the application;
  - (d) notify the School of the outcome of the Caterer's application for PW Mark within one (1) month after the date of receipt of the outcome of the application, and provide the School with the e-Certificate as proof of the successful application (if any); and
  - (e) maintain a valid PW Mark for the remaining duration of the Contract Period.
- 38.5 A Caterer who is not PW Mark-Eligible shall comply with all the following:
  - (a) ensure that each Subcontractor who is or becomes PW Mark-Eligible shall obtain and maintain a valid PW Mark for the entire Contract Period;
  - (b) notify the School of any change to any Subcontractor's PW Mark accreditation status within one (1) month after the change; and
  - (c) replace any Subcontractor who is PW Mark-Eligible that fails to maintain a valid PW Mark during the Contract Period with another Subcontractor approved in writing by the School within one (1) month of the Caterer being notified of such failure. The Caterer shall comply with Clauses 38.5(a) to (c) in respect of any replacement Subcontractor.

38.6 The School shall have the right to terminate the Contract by giving two (2) months' prior written notice to the Caterer if the Caterer fails to comply with any of the provisions in Clauses 38.1, 38.3(b), 38.4 and 38.5.

38.7 The Declaration Form on PW Mark Eligibility is set out in Annex I.

38.8 For the purposes of this Clause 38, unless the context otherwise requires:

**"PW Mark-Eligible"** in relation to an employer, means an employer who is eligible to apply for a Progressive Wage Mark or Progressive Wage Mark Plus as the employer employs at least a Local Resident Worker covered by the prevailing Sectoral Progressive Wages or Occupational Progressive Wages that are in effect during the Contract Period.

**"GoBusiness Portal"** refers to <https://www.gobusiness.gov.sg/> and its webpages.

**"Local Resident Worker"** means an employee who is a Singapore Citizen or Permanent Resident.

**"Sectoral Progressive Wages"** mean the progressive wage structure implemented for specified sectors under the Progressive Wage Model.

**"Occupational Progressive Wages"** mean the progressive wage structure implemented for specified occupations under the Progressive Wage Model.



**COMPENDIUM OF ADDITIONAL CLAUSES (GOODS AND SERVICES)**

**A1. SECURITY DEPOSIT FOR PERFORMANCE**

- A1.1 The Caterer shall, within fourteen (14) days after the date of the Letter of Acceptance, deliver to the School a security deposit of an amount equal to five percent (5%) of the Estimated Annual Value of the Catering Services (the “**Security Deposit**”) as security for the due and faithful performance of the Contract and the compliance with all provisions of the Contract by the Caterer.
- A1.2 The Security Deposit shall either be in the form of cash or, in lieu of cash, a Security Deposit Guarantee.
- A1.3 The cost of obtaining and maintaining such Security Deposit Guarantee shall be borne by the Caterer.
- A1.4 The Caterer shall ensure that the Security Deposit Guarantee remains effective until **three (3)** months after the completion of all the Caterer’s obligations under the Contract.
- A1.5 In the event that the Caterer’s obligations under the Contract are unlikely to be completed before the expiry date of the Security Deposit Guarantee, the Caterer shall without demand, secure its renewal or obtain a new Security Deposit Guarantee for the same amount and on the same terms as the expiring Security Deposit Guarantee but with a validity period ending not less than **three (3)** months after the estimated date of completion of all the Caterer’s obligations under the Contract, and deliver the same to the School. If such renewal or new Security Deposit Guarantee is not deposited with the School at least **thirty (30)** days before the expiry date of the expiring Security Deposit Guarantee, the School shall have the right to call on the expiring Security Deposit Guarantee.
- A1.6 The School may draw on the Security Deposit to satisfy any amount as may become due to the School under the Contract.
- A1.7 The School shall be entitled to make a demand on the Security Deposit Guarantee as soon as it is satisfied that the conditions for drawing on the Security Deposit have been fulfilled, notwithstanding that the Caterer disputes the same.
- A1.8 The School’s rights under this Clause A1 shall be without prejudice to any other rights and remedies available to the School.
- A1.9 Where the Security Deposit is in the form of cash, the Security Deposit, subject to such deduction as may be made from it by the School, shall be released within **ninety (90)** days from completion of all the Caterer’s obligations under the Contract.

A1.10 The School's obligations to make payments under Clause 11 are conditional upon the Caterer having provided the Security Deposit in accordance with this Clause A1.

A1.11 In the Contract, "**Security Deposit Guarantee**" means a guarantee in the form set out in Annex II issued by:

(a) a bank or insurance company registered with the Monetary Authority of Singapore; or

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

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

**A2. NOT IN USE**

**A3. OPTION TO PURCHASE**

A3.1 The Caterer grants the School in respect of each item specified in Part 3 – Requirement Specifications (each, an "**Option Item**"), an option to purchase such Option Item (each, an "**Option to Purchase**").

A3.2 Each Option to Purchase shall be exercisable by written notice given by the School to the Caterer before the deadline for the exercise of the Options to Purchase as specified in Part 3 – Requirement Specifications.

A3.3 If the School exercises an Option to Purchase, references to "**Goods**" or "**Services**" in the Contract shall include the Option Item in respect of which such Option to Purchase was exercised.

A3.4 NOT IN USE

**A4. CONFIDENTIALITY AND SECURITY**

A4.1 Except with the prior written consent of the School, the Caterer shall:

(a) treat as strictly confidential and not disclose any Confidential Information to any person, save that Confidential Information may be disclosed to Personnel of the Caterer or its Subcontractors to the extent such disclosure is reasonably necessary for the performance of the Caterer's obligations under the Contract; and

- (b) only use the Confidential Information for the sole purpose of performing the Caterer's obligations under the Contract and shall not use it for any other purpose.
- A4.2 The Caterer shall take all reasonable precautions in dealing with Confidential Information so as to prevent any unauthorised person from having such access to such Confidential Information. The Caterer shall procure that all its Personnel and those of its Subcontractors and agents to whom Confidential Information is to be made available observe the obligations contained in this Clause A4 and shall, at the request of the School, procure that each of its Personnel and those of its Subcontractors and agents sign an undertaking to safeguard official information in the form set out in Annex III, if they have not already done so.
- A4.3 The Caterer shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the School.
- A4.4 For the purposes of this Clause A4, "**Confidential Information**" means any information received or obtained as a result of entering into the Contract (or any agreement entered into pursuant to the Contract), including:
  - (a) information which relates to the School;
  - (b) information which relates to the existence and the provisions of the Contract or any Purchase Order, or of any agreement entered into pursuant to the Contract; or
  - (c) any analysis, compilation, note, study, memoranda or other document derived from, containing or reflecting such information,but does not include information that is:
  - (i) or has become public knowledge otherwise than through breach of agreement or other legal obligation or through the default or negligence of the Caterer, any Subcontractor, or any of their respective Personnel;
  - (ii) lawfully in the possession of the Caterer or already known to the Caterer on a non-confidential basis prior to the Caterer receiving or obtaining such information as a result of entering into the Contract, as evidenced by written records; or
  - (iii) independently developed by the Caterer.

A4.5 The Caterer shall not be liable for disclosure of Confidential Information in the event and to the extent any Confidential Information is required to be disclosed by the Caterer pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction, provided the Caterer shall, to the extent practicably possible and permissible by law or regulations, give the School prompt and prior notice of any such requirement and shall cooperate with the School to limit the scope of such disclosure to the maximum extent legally possible.

A4.6 No later fourteen (14) days from the termination or expiry of the Contract:

(a) the Caterer shall:

(i) return all Confidential Information received from the School for the purpose of the Contract or produced in the course of performing its obligations under the Contract without keeping any copies thereof; and

(ii) securely destroy and erase all softcopies of Confidential Information that exist in hard disk, removable storage media and other storage media or facility whatsoever,

provided that the Caterer may retain any Confidential Information as may be required by any applicable law, regulations or directives of any relevant government, statutory or regulatory body ("**Applicable Provisions**"), without prejudice to its confidentiality obligations in relation to such Confidential Information contained in this Clause A4; and

(b) the Caterer shall upon completion of the obligations under Clause A4.6(a), provide a written confirmation to the School that it has complied with Clause A4.6(a). Such written confirmation shall (i) include a description of all Confidential Information it is required to retain under the Applicable Provisions, and (ii) cite the specific Applicable Provisions it is relying on to retain such Confidential Information.

A4.7 The Caterer shall immediately notify the School where the Caterer becomes aware of any breach of this Clause A4 by its Personnel, any Subcontractor or any of the Subcontractor's Personnel and cooperate at its own costs with the School to limit the extent and impact of such breach.

A4.8 This Clause A4 shall survive the termination or expiry of the Contract.

## **A5. DATA PROTECTION AND SECURITY**

### **A5.1 Data Protection**

- A5.1.1 The Caterer shall not, and shall ensure that all of its Personnel, and its Subcontractors and their Personnel, do not, access, monitor, use or process data obtained or held in connection with the Contract, except as reasonably necessary to perform its obligations under the Contract.
- A5.1.2 The Caterer shall not, and shall ensure that all of its Personnel, and its Subcontractors and their Personnel, shall not, disclose any data obtained or held in connection with the Contract without the prior written consent of the School. Any request for the School's consent under this Clause A5 must include an explanation of why the proposed disclosure is necessary for the purposes of fulfilling the Caterer's obligations under the Contract.
- A5.1.3 The Caterer shall not cause or permit personal data obtained or held in connection with the Contract to be processed, stored, accessed or otherwise transferred outside Singapore, or allow parties outside Singapore to have access to such personal data, unless (in each case) with the prior written consent of the School and subject to such conditions as the School may impose. Any request for the School's consent under this Clause A5 shall include an explanation of why the proposed transfer is necessary for the purposes of fulfilling the Caterer's obligations under the Contract. If consent is granted for the transfer of personal data outside Singapore, the Caterer shall provide a written undertaking that the personal data which is transferred outside Singapore will be protected to a comparable standard as it is protected under the Personal Data Protection Act 2012.
- A5.1.4 The Caterer shall immediately notify the School when it becomes aware of a breach of Clauses A5.1.1 to A5.1.3 by itself or any Subcontractor.
- A5.1.5 The Caterer shall immediately notify the School as soon as it becomes aware that a disclosure of data may be required by law and cooperate and comply at its own costs with the School's reasonable requests and directions.
- A5.1.6 The Caterer shall ensure that all personal data obtained or held in connection with the Contract and any copies thereof, regardless of the medium of storage, and which is no longer necessary for the purposes of its performance of the Contract is securely destroyed within fourteen (14) days after the expiry or termination of the Contract. Any personal data that is retained by the Caterer after such personal data is no longer necessary for the purposes of its performance of the Contract, or without the written authorisation of the School, is a breach of the Contract. No later fourteen (14) days after the termination or expiry of the Contract, the Caterer shall provide a written confirmation to the School that it is no longer in possession of any personal data obtained or held in connection with the Contract or copies thereof, regardless of the medium of storage.
- A5.1.7 The Caterer shall, and shall ensure that its Personnel and its Subcontractors and their Personnel shall, in performing its obligations under the Contract comply with all

applicable personal data laws (including the Personal Data Protection Act 2021) and shall keep the School indemnified against all penalties and liabilities of every kind for the breach of all such laws and obligations.

**A5.2 Security**

A5.2.1 The Caterer shall take all reasonable measures to ensure that data held in connection with the Contract is protected against loss or damage (whether accidental or otherwise), and against unauthorised access, use, modification, disclosure or other misuse and that only authorised Personnel shall have access to the data. The Caterer shall not vary the security procedures without the prior written approval of the School.

A5.2.2 The Caterer shall, in respect of any data held by it in connection with the Contract, comply with any reasonable requests, directions or guidelines of the School relating to the handling of data.

A5.2.3 The Caterer shall immediately notify the School when it becomes aware of any breach of Clause A5.2.1 by itself or any Subcontractor.

**A5.3 Survival**

This Clause A5 shall survive the termination or expiry of the Contract.

**A6. SCHOOL DATA**

A6.1 Without prejudice and in addition to the obligations in Clause A5, the Caterer shall ensure that, unless otherwise directed by the School, within fourteen (14) days after the termination or expiry of the Contract:

- (a) all School Data in the possession of or under the control of the Caterer or any Subcontractor is returned to the School; and
- (b) all softcopies of School Data that exist in hard disks, removable storage media and other storage media or facility whatsoever are securely erased and destroyed,

provided that the Caterer may retain any School Data as may be required by any applicable law, regulations or directives of any relevant government, statutory or regulatory body ("**Applicable Provisions**"). Where the Caterer retains any School Data pursuant to this proviso, the Caterer shall keep all such School Data confidential, and all the obligations in Clause A4 (Confidentiality and Security) shall apply to such retained School Data as if such School Data were Confidential Information.

A6.2 Upon completion of the obligation under Clause A6.1, the Caterer shall provide a written confirmation to the School that it has complied with Clause A6.1. Such written confirmation shall (a) include a description of all School Data it is required to retain

under the Applicable Provisions, and (b) cite the specific Applicable Provisions it is relying on to retain such School Data.

A6.3 For the purposes of this Clause A6, “**School Data**” means data in any form, whether hardcopy or softcopy, that:

- (a) belongs to the School;
- (b) is generated by the School;
- (c) is received from the School for the purposes of the Contract;
- (d) is supplied or is required to be supplied to the School under the Contract; or
- (e) is generated in the course of the Contract.

## **A7. LOSSES**

A7.1 The Caterer shall indemnify and keep indemnified the School against any and all Losses sustained, incurred, paid by or suffered by the School arising out of or in connection with any act or omission on the part of the Caterer, any Subcontractor or any of their respective Personnel (the “**Caterer Parties**”) unless the Caterer can show that:

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

A7.2 If any claim is commenced against the School that is, in the opinion of the School, covered by the indemnity in Clause A7.1, notice of the claim shall be given to the Caterer as soon as practicable.

A7.3 Upon receipt of such notice by the School, the Caterer shall, unless otherwise directed by the School, immediately take control of the defence and investigation of such claim and shall employ and engage attorneys reasonably acceptable to the School to handle and defend the same (including for and on behalf of the School), at the Caterer’s sole cost and expense.

A7.4 In the event the Caterer takes control of the defence and investigation of the claim, the School shall co-operate, at the cost of the Caterer, in all reasonable respects with the Caterer and its attorneys in the investigation, trial and defence of such claim and any appeal arising therefrom; provided, however, that this shall not limit the School’s right to participate, at the Caterer’s cost and expense, through their attorneys or otherwise, in such investigation, trial and defence of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the Caterer shall be entered into without the consent of the School.

A7.5 Notwithstanding anything to the contrary in the Contract, the School shall, at all times, have the right to defend the claim in such manner as it may deem appropriate, at the sole cost and expense of the Caterer. If required by the School, the Caterer shall immediately relinquish control of the defence and investigation of such claim.

A7.6 This Clause A7 shall survive the termination or expiry of the Contract.

**A8. NOT IN USE**

**A9. NOT IN USE**

**A10. NOT IN USE**

**A11. COMMENCEMENT AND DURATION OF CONTRACT**

A11.1 The Contract shall commence on the date of commencement stated in the Letter of Acceptance or any other formal agreement executed between the Parties, and shall remain in force for:

- a period of three (3) years for provision of catering services from 1 January 2024 to 31 December 2026; and
- a period of one (1) year for operation of the School's Rally and ROAR café cum Bookshop from 1 January 2024 to 31 December 2024, if this optional requirement is awarded under the Contract.

[collectively referred to as the "**Initial Contract Period**"]

A11.2 The School shall have the option to extend the Initial Contract Period by one or more consecutive periods as required by the School, provided the cumulative period of extension shall not exceed (1) a period of three (3) years for provision of catering services and (2) a period of five (5) years for operation of the School's Rally and ROAR café cum Bookshop in total, on the same terms and conditions contained in the Contract and on any other terms that may be mutually agreed in writing between the Parties. The School shall exercise such option by giving at least one (1) month's written notice to the Caterer.

**A12. SUPPLY OF GOODS AND SERVICES AS AND WHEN REQUIRED BY THE SCHOOL**

A12.1 The School may engage the Caterer for the supply of Goods or Services from time to time by issuing a Purchase Order.



A12.2 All Purchase Orders shall state the Goods or Services to be supplied and shall also state the aggregate Tender Price of all Goods and Services specified in such Purchase Order.

A12.3 Where the Caterer receives, during the Contract Period, any Purchase Order for Goods or Services, the Caterer shall supply the Goods and Services specified in the Purchase Order in accordance with the Contract.

A12.4 The School shall be under no obligation to purchase any Goods or Services except to the extent of a Purchase Order for Goods or Services issued by the School.

### **A13. INSURANCE**

A13.1 The Caterer:

- (a) shall at all times, at its cost and expense, procure and maintain with reputable licensed insurers, the insurance coverage set out in Schedule 2;
- (b) shall, if required by the School, deliver to the School evidence that the Caterer has maintained each of the insurances required to be maintained under this Clause A13; and
- (c) shall, and shall use its best endeavours to procure that the insurer shall, give to the School at least fourteen (14) days' (or such shorter period as may be agreed between the Caterer and the School) prior notice of any cancellation or material change.

A13.2 Each of the insurances required to be maintained under this Clause A13 shall:

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

### **A14. BUSINESS CONTINUITY AND DISASTER RECOVERY**

A14.1 The Caterer shall have in place, and maintain, business continuity and disaster recovery plans in respect of the Services to ensure minimal disruption to the School's business operations, even if the Services are disrupted by any event (including a Force

Majeure Event (as defined at Clause 19) (each such event, an “**Adverse Event**”). The Caterer shall submit its proposed Business Continuity and Disaster Recovery Plans to the School for approval in accordance with the Requirement Specifications.

A14.2 The Business Continuity and Disaster Recovery Plans shall be in place as long as the Contract is in force.

A14.3 The Caterer shall:

- (a) consult with the School in developing the Business Continuity and Disaster Recovery Plans and comply with the School’s reasonable requests to modify them;
- (b) submit the Business Continuity and Disaster Recovery Plans to the School for approval after every revision, or as soon as reasonably practicable on request from the School;
- (c) have such Business Continuity and Disaster Recovery Plans approved by the School and in place within one (1) month from the date of commencement stated in the Letter of Acceptance;
- (d) ensure that the Business Continuity and Disaster Recovery Plans are kept up-to-date in accordance with good industry practices. In particular, the Caterer shall review the Business Continuity and Disaster Recovery Plans at such frequency as is good industry practice, to ensure, *inter alia*, that the recovery time objectives, recovery point objectives, resumption operating capacities and escalation, activation and crisis management procedures are feasible;
- (e) review and update the Business Continuity and Disaster Recovery Plans in accordance with Clause A14.3(d) whenever reasonably requested by the School;
- (f) continue to provide the Services affected by the Adverse Event (“**Affected Services**”) to the School in accordance with the Business Continuity and Disaster Recovery Plans within twenty-four (24) hours of the declaration or occurrence of any Adverse Event; and
- (g) restore the Affected Services to normal within the period specified in the Contract.

A14.4 In addition to the above, the Parties shall periodically conduct joint exercises (at least once a year unless otherwise agreed) to evaluate the effectiveness and adequacy of the Business Continuity and Disaster Recovery Plans. The scope, objectives, frequency and other aspects and details of such exercises shall be as determined by the School and each Party shall bear their own costs with respect to such joint exercises. Following such joint exercises, the Caterer shall consult with the School and shall:

- (a) take all steps necessary to correct, amend or enhance its existing Business Continuity and Disaster Recovery Plans based on the results of the joint exercises; and
- (b) upon the School's reasonable request, address any shortcomings or issues in the Business Continuity and Disaster Recovery Plans identified during the joint exercises.

A14.5 Upon the occurrence of any Adverse Event, the Caterer shall promptly notify the School via phone (with written notification to follow) and provide a full description of such Adverse Event. The Caterer shall when implementing the Business Continuity and Disaster Recovery Plans comply with all reasonable directions of the School.

A14.6 The Caterer undertakes to procure that each of its Sub-Caterers shall also have in place business continuity and disaster recovery plans that are necessary and adequate for business continuity risk management purposes and to enable such Sub-Caterers to perform the activities contemplated under the Contract, as far as reasonable, in accordance with the standards set out in the Contract which are applicable to the Caterer.

A14.7 For the purposes of the Contract, "**Business Continuity and Disaster Recovery Plans**" means the business continuity and disaster recovery plans approved by the School pursuant to Clause A14.1.

## **A15. EXIT MANAGEMENT**

A15.1 During the Transition Period, the Caterer shall, at its cost and expense, make available to the School and any third party succeeding the Caterer appointed by the School ("**Incoming Caterer**") such documents and records and provide such assistance (including briefings and training) as the School or the Incoming Caterer may reasonably require to allow an orderly transition to the Incoming Caterer with minimal disruption.

A15.2 In the Contract:

"**Transition Period**" means:

- (a) the period of one (1) month before the expiry or termination of the Contract; or
- (b) where the notice period for termination of the Contract is shorter than the period referred to in Clause A15.2(a), the period of one (1) month commencing from the date of notice of such termination.

A15.3 This Clause A15 shall survive the termination or expiry of the Contract.

**A16. NOT IN USE**

**A17. TERMINATION FOR CONVENIENCE**

A17.1 The School shall have the right to terminate the Contract for convenience by giving at least one (1) month's written notice to the Caterer without having to assign any reason, and the Caterer shall have no claim for any damages or compensation.

**A18. TERMINATION FOR CHANGE IN CONTROL**

A18.1 If the Caterer suffers a change in Control, the School shall have the right to terminate the Contract by giving at least **one (1)** month's written notice to the Caterer and the Caterer shall have no claim for any damages or compensation.

**A19. QUALITY ASSURANCE AND INSPECTION OF GOODS AND SERVICES**

A19.1 The Caterer shall employ a quality system (the "**QS**") to ensure that the Goods and Services meet the minimum quality requirements set out in Part 3 – Requirement Specifications (the "**QR**") are met.

A19.2 The Caterer shall appoint a quality management representative (the "**Quality Management Representative**") who shall be responsible for ensuring that the Goods and Services meet the QR. The Caterer shall inform the School in writing of such appointment within **one (1)** month after the date of the Letter of Acceptance.

A19.3 The School shall have the right, after giving the Caterer at least **twenty one (21)** days' notice, to carry out an audit of the QS as well as whether the Goods and Services meet the QR (the "**Quality Audit**") both at the Caterer's and its Subcontractors' factories, premises and facilities (the "**Audit Premises**"). The Caterer shall make the necessary arrangements to enable the School's representatives to conduct the Quality Audit.

A19.4 The Caterer shall provide, and shall procure that its Subcontractors provide, the School's representatives free access to the Audit Premises during the Quality Audit and make available all inspection equipment required by the School's representatives to conduct the Quality Audit. The Caterer shall provide, and shall procure that its Subcontractors provide, personnel to operate such inspection equipment and verify their accuracy and condition as required by the School.

A19.5 If results of the Quality Audit reveal that the Caterer or its Subcontractors are not in compliance with the QS or that any of the Goods and Services do not meet the QR, the Caterer shall, upon notice of such non-compliance from the School, at its own expense take immediate corrective action to ensure strict compliance and provide objective evidence that the corrective action taken is effective in remedying the non-compliance.

A19.6 The Caterer shall as and when deemed necessary by the School, at the Caterer's own expense, conduct periodic quality audits of the QS and whether the Goods and Services meet the QR. The Caterer shall submit a report containing the results of such audit (including specific quality records) to the School within **twenty-one (21)** days from the date of completion of such audit.

**A20. INSPECTION OF GOODS IF REQUIRED BY THE SCHOOL**

A20.1 Where inspection of any of the Goods (whether completed or in the course of production) is required by the School, the Caterer shall give the School full and free access to such Goods and all reasonable facilities as and when required for the purpose of inspection.

**A21. SAMPLES TESTING**

A21.1 The School shall have the right to require the Caterer to provide samples of the Goods to be supplied under the Contract for the School's approval and for such further samples as are required until the School is satisfied that the samples submitted are in accordance with the Requirement Specifications. Upon the approval of the samples by the School, the Caterer shall ensure that the Goods to be supplied under the Contract meet the standards of the approved samples. If any Goods supplied under the Contract do not meet or exceed the Requirement Specifications or the standards of the approved sample, the School shall have the right to submit such Goods to expert examination and testing and all costs in connection therewith shall be borne by the Caterer unless such examination and test shows that such Goods meet or exceed the Requirement Specifications and the standards of the approved samples.

**A22. NOT IN USE**

**A23. NOT IN USE**

**A24. MINIMUM QUANTITY**

A24.1 Any statement of the estimated quantities of Goods required during the period of the Contract are approximate only and merely for the information of the Caterer. The School shall be under no obligation to purchase any such Goods.

**A25. NOT IN USE**

**SCHEDULE 1**
**RATE OF LIQUIDATED DAMAGES**

Item	Event	Rate of Liquidated Damages
1	Failure to provide the meals in sufficient quantities/portions as per the requirements in <u>Part 3 – Requirement Specifications and Appendix 1 – Menu Specifications</u> .	One (1) time of the contract rate multiplied by the number of affected student-athletes per affected meal under <u>Part 5 – Schedule of Tender</u> for each Event of failure.  For the avoidance of doubt, if more than one Event occurs during a particular meal, the School will only impose the rate of Liquidated Damages one time.
	Failure to comply with the quality level as per the requirements in <u>Part 3 – Requirement Specifications and Appendix 1 – Menu Specifications</u> .	
	Failure to provide the meals on schedule as per the requirements in <u>Part 3 – Requirement Specifications and Appendix 1 – Menu Specifications</u> .	
2	Failure to rectify the repeated Minor offence(s) as defined in <u>Appendix 2</u> and illustrated under <u>Appendix 3 of Part 3 – Requirement Specifications</u> .	S\$200 for each repeated Minor offence.
	Failure to rectify the repeated Major offence(s) as defined in <u>Appendix 2</u> and illustrated under <u>Appendix 3 of Part 3 – Requirement Specifications</u> .	S\$300 for each repeated Major offence.
	Failure to prevent Serious offence(s) as defined in <u>Appendix 2</u> and <u>Appendix 3 of Part 3 – Requirement Specifications</u> .	S\$400 for each Serious offence.

## **SCHEDULE 2**

### **INSURANCES**

1. The Caterer shall, before the commencement of any Services under the Contract, at its own costs, procure an All Risk Insurance from a MAS approved insurance company and at all times during the Contract Period, effect and keep current such policy of insurance with the MAS approved insurer, in the joint names of the Caterer and the School against all risks, damage, loss or injury (including third party liability) from whatever cause arising for which the Caterer is responsible for under the Contract, to the value of not less than S\$1 million for any one occurrence.
2. The Caterer shall, before the commencement of any Services under the Contract, at its own costs, procure and maintain with a MAS approved insurance company, throughout the Contract Period, a Work Injury Compensation Insurance including School's Liability, at a wage roll level which commensurate with the nature of the Services, to indemnify the Caterer and the School (including for this purpose every officer and employee thereof) from all liabilities (including all costs and expenses incidental or consequential thereto) arising out of claims under or by virtue of the Work Injury Compensation Act (Cap.354) or any legislation enacted in substitution thereof for the time being in force in Singapore, by any and every workman employed by the Caterer for the performance of the Services. In the event the Caterer fails to effect or renew the insurance, the School may itself effect or renew the insurance and deduct the amount so expended from any monies due or which shall become due to the Caterer under the Contract or otherwise, or be recovered as a debt due from the Caterer to the School.

The Caterer shall produce evidence on demand, to the satisfaction of the School, of the policies of insurance effected and maintained in accordance with this Schedule 2.

**ANNEX I**
**TENDER REFERENCE: 23/0007**
**DECLARATION ON PROGRESSIVE WAGE (PW) MARK ELIGIBILITY**

1. My firm <entity name>, <UEN>, hereby declares that my firm has:
  - a. read the information on the Sectoral Progressive Wages (“**SPW**”) and Occupational Progressive Wages (“**OPW**”) under the Progressive Wage Model as published on MOM’s website (at <https://www.mom.gov.sg/employment-practices/progressive-wage-model/what-is-pwm> and its related pages) on the wage schedules and job descriptions on the covered sectors and occupations; and
  - b. assessed whether my employees (who are Singapore Citizens or Permanent Residents) are covered under the prevailing SPW and OPW.
2. My firm hereby provides information on the employees covered by paragraph 1 above in the following table:

Sector	For each of the sector shown below, to indicate: <ul style="list-style-type: none"> <li>- “Yes” if the firm employs any <u>Singapore Citizen or Permanent Resident</u>; or</li> <li>- “No” if the firm does not employ any <u>Singapore Citizen or Permanent Resident</u>.</li> </ul>
Cleaning (including in-house cleaners)	[Yes / No]
Security (including in-house security officers)	[Yes / No]
Landscape (including in-house landscape maintenance employees)	[Yes / No]
Lift and Escalator	[Yes / No]
Retail	[Yes / No]
Food Services	[Yes / No]
Waste Management*	[Yes / No]
Occupation	For each of the occupation shown below, to indicate:



---

PART 2 CONDITIONS OF CONTRACT

---

	<ul style="list-style-type: none"><li>- <b><u>“Yes” if the firm employs any <u>Singapore Citizen or Permanent Resident</u>; or</u></b></li><li>- <b><u>“No” if the firm does not employ any <u>Singapore Citizen or Permanent Resident</u>.</u></b></li></ul>
Administrators (i.e. administrative assistants, administrative executives, administrative supervisors)	<i>[Yes / No]</i>
Drivers (i.e. general drivers, specialised drivers)	<i>[Yes / No]</i>

*\* with effect from 1 Jul 2023.*

3. I understand that if my firm has declared 'Yes' for any of the sector(s) or occupation(s) listed above, my firm is eligible for the PW Mark.

*[Please indicate the appropriate follow up actions below.]*

☐ My firm hereby attach a copy of my firm's PW Mark e-Certificate (or proof of application submission for PW Mark).

☐ My firm hereby undertakes to apply for the PW Mark and submit proof of application submission for PW Mark to MOE by <date>. My firm has not applied for PW Mark due to:

*[Please indicate reason(s)]*

---

---

☐ My firm hereby declares that we will not be applying for the PW Mark and understand that this is a non-compliance to the Conditions of Contract.

*[Please indicate reason(s) for not applying]*

---

---

---

PART 2 CONDITIONS OF CONTRACT

---

Submitted by: <name of representative>

Designation: <Designation of representative, ideally same representative who signed the Tender Offer>

Signature: <Signature>

Date:

**ANNEX II**

**FORM OF SECURITY DEPOSIT GUARANTEE**

**TENDER REFERENCE NO. : 23/0007**

To: The Principal and his successors in office for and on behalf of the Singapore Sports School Ltd (hereinafter called "the **School**").

**Whereas** on the \_\_\_\_ day of \_\_\_\_\_ an agreement (the "**Contract**") was made between \_\_\_\_\_ (name of Caterer) of \_\_\_\_\_ (address) (the "**Caterer**") of the one part and the School of the other part for \_\_\_\_\_ (state nature of contract) whereby the Caterer agreed that in consideration of its due and faithful performance of the Contract, it would be paid the sum of Singapore Dollars \_\_\_\_\_ (S\$ \_\_\_\_\_) (the "**Contract Price**").

**And Whereas** the Caterer is required under the Contract to pay \_\_\_\_ per cent. of the Contract Price as a security deposit for the due and faithful performance of its obligations under the Contract.

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

**We (at the request of the Caterer) hereby agree** as follows:

1 We shall unconditionally pay to the School any sum or sums up to a maximum aggregate of Singapore Dollars \_\_\_\_\_ (S\$ \_\_\_\_\_) (the "**Guaranteed Sum**") upon receiving your written notice of claim for payment made pursuant to Clause 4 of this Guarantee without any proof of actual default on the part of the Caterer and without need to satisfy any other condition.

2 We shall not be discharged or released from this Guarantee by any arrangement between the School and the Caterer with or without our consent, or by any other or further arrangement between the Caterer and us with or without the School's consent, or by any alteration in the obligations undertaken or to be undertaken by the Caterer or by any forbearance on the School's part whether as to payment, time, performance or otherwise.

3 Our liability under this Guarantee shall continue and this Guarantee shall remain in full force and effect from [*insert effective date:* \_\_\_\_\_] until [*insert expiry date:* \_\_\_\_\_] [*insert if expiry date is subject to automatic extension*<sup>1</sup>: provided always that the expiry date of this Guarantee and our liability under this Guarantee shall be

---

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

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

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

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

4 This Guarantee is conditional upon a claim being made by the School at any time and as many times as the School may deem fit by way of a notice in writing addressed to us and the same being received by us at [insert address of Bank's notification office: \_\_\_\_\_] before the end of 90 days after the expiry of this Guarantee.

5 We shall be obliged to effect the payment required under such a claim within 30 business days of our receipt of the written notice from the School. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim and shall be entitled to rely upon the School's written notice received by us as final and conclusive. For the purposes of this Guarantee, "**business day**" means a day other than a Saturday, Sunday, or public holiday in Singapore.

6 The School may make more than one claim on this Guarantee so long as the aggregate amount specified in all such claims does not exceed the Guaranteed Sum.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_

AS WITNESS our hand

---

PART 2 CONDITIONS OF CONTRACT

---

Signed by: \_\_\_\_\_  
(Name and designation of officer)

for and on behalf of the

\_\_\_\_\_  
(Name of Bank)

\_\_\_\_\_  
(Signature)

in the presence of:

Name \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

### ANNEX III

TENDER REFERENCE: 23/0007

### CONFIDENTIALITY & DATA PROTECTION UNDERTAKING (FOR CORPORATIONS)

#### Introduction

1. This undertaking (this “**Undertaking**”) relates to all information (“**Information**”) at any time and from time to time, acquired by or supplied to the recipient named below (“**Recipient**”) or Authorised Recipients (defined below), by the Singapore Sports School Ltd (the “**School**”) or its Connected Persons (defined below), whether orally, in writing, electronically or in any other form, in relation to the Recipient’s work for the School and/or the Recipient’s dealings and interactions with the School, including but not limited to codes, passwords, personal data, drawings and plans.
2. In this Confidentiality Undertaking:
  - (a) “**Authorised Recipients**” mean, in relation to the Recipient, its officers, employees, advisers, agents, subcontractors and representatives who strictly require access to the Information;
  - (b) “**Connected Persons**” mean the officers, employees, advisers, agents and representatives of the School;
  - (c) Where Information relates to “**personal data**”, being data, whether true or not, about an individual who can be identified (i) from that data; or (ii) from that data and other information to which the Recipient has or is likely to have access, the Personal Data Protection Act 2012 (“**PDPA**”) applies in respect of that data; and
  - (d) Any reference to an act or omission by the Recipient includes an act or omission by an Authorised Recipient and *vice versa*.
3. The Recipient acknowledges and agrees that it is a “data intermediary” within the meaning of the PDPA and undertakes that it shall at all times comply with the provisions thereof which are applicable to it in respect of personal data.

#### Undertaking

4. With regard to the disclosure of the Information by the School, the Recipient agrees and undertakes to the School that except with the prior written consent of the School, it shall:

- (a) use the Information only for the purpose(s) for which the Information was provided;
- (b) retain the Information in strict confidence and not disclose the Information to any person other than an Authorised Recipient;
- (c) inform each Authorised Recipient of the confidential nature of the Information and the restrictions imposed by this Undertaking and/or any applicable laws (including but not limited to the PDPA);
- (d) ensure compliance by all Authorised Recipients with the restrictions imposed by this Undertaking and any applicable laws (including but not limited to the PDPA) as if they were named in place of the Recipient; and
- (e) be liable for any breach by any Authorised Recipient, whether such breach occurs during or after the Authorised Recipient's employment with or engagement by the Recipient.

#### **Retention of Information**

- 5. The Recipient and its Authorised Recipients shall destroy or return to the School, on demand, any document containing any Information and any copy which may have been made, and expunge all Information from any computer, word processor or other device containing any Information. Any destruction of Information shall, at the request of the School be certified in writing by an authorised officer supervising it.
- 6. Without prejudice to Clause 5 above, in respect of personal data, the Recipient undertakes that it will comply with its retention limitation obligation under the PDPA which requires it to cease to retain documents (physical and/or electronic) containing personal data as soon as it is reasonable to assume that the purpose(s) for which that personal data was/were collected is no longer served by retention of the personal data, and retention is no longer necessary for legal or business purposes. In this regard, the purposes for which personal data is retained by the Recipient on behalf of the School is deemed to be no longer served: (i) on demand by the School to cease retention; and/or (ii) as soon as the School ceases its relationship with the Recipient.

#### **Intellectual Property**

- 7. All intellectual property rights in the Information shall remain the sole property of the School at all times. To avoid doubt, and without prejudice to the generality of the foregoing, the Recipient acknowledges in its own capacity and on behalf of its Authorised Recipients that no right, title or interest (whether in the form of

intellectual property rights or otherwise) in the Information is granted to itself and/or its Authorised Recipients at any time.

### **Protection of Information**

8. Without prejudice to any of the foregoing confidentiality undertakings, the Recipient's attention is also drawn to the need to safeguard the integrity of the data and/or records and/or information acquired and/or accessed by and/or disclosed/supplied to the Recipient in the course of its work for the School (the "**Data**").
9. The Recipient undertakes to ensure that the integrity of the Data is not compromised and/or affected and/or prejudiced and will take all necessary measures to ensure that this Undertaking and all applicable laws (including but not limited to the PDPA) is/are not breached. The Recipient shall also cause any other person who is authorised by the Recipient to have access to the Data (an "**Authorised Person**") to comply with the obligations imposed by this Undertaking and/or all applicable laws (including but not limited to the PDPA), and the Recipient shall be responsible for any breach by the Authorised Person.
10. Without prejudice to Clause 9 above, the Recipient undertakes that it will comply with its protection obligation under the PDPA which requires the Recipient to safeguard personal data in its possession or under its control from (a) unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks; and (b) the loss of any storage medium or device on which personal data is stored. The Recipient further undertakes that it shall employ appropriate administrative, physical and technical measures such as (but not limited to) up-to-date antivirus protection, encryption and the use of privacy filters to secure all storage and transmission of personal data by it, and only disclose personal data internally to Authorised Recipients on a need-to-know basis.

### **Personal Data Breach**

11. The Recipient undertakes to comply with its personal data breach notification obligation under the PDPA which stipulates that if the Recipient has reason to believe that a personal data breach has occurred in relation to personal data that the Recipient is processing on behalf of and for the purposes of the School, then it must, without undue delay notify the School of the occurrence of the data breach in order for the School to conduct an assessment of whether the data breach is a notifiable data breach.

Pursuant to the PDPA, "**processing**" in relation to personal data means "the carrying out of any operation or set of operations in relation to the personal data" and includes



(but is not limited to): (a) recording; (b) holding; (c) organisation, adaptation or alteration; (d) retrieval; (e) combination; (f) transmission; and (g) erasure or destruction of personal data.

### **Breach of Undertaking**

12. In the event of any breach by the Recipient or Authorised Recipients of this Undertaking and/or any applicable laws (including but not limited to the PDPA), the Recipient agrees and undertakes to fully indemnify the School for any and all losses, damages or costs incurred by and/or arising out of and/or in relation to the breach. The Recipient further agrees and acknowledges that a breach of this Undertaking and/or its obligations under the PDPA may cause irreparable harm to the School of which monetary damages may not be a suitable and/or sufficient remedy. In the event of such breach, the School shall be entitled to equitable relief (including injunctive relief). To avoid doubt, any act or omission by the Recipient and/or Authorised Recipients which causes the School to be in breach of any its obligations under the PDPA shall be deemed to be a breach of this Undertaking and entitle the School to relief herein.

### **Illegality**

13. If any provision of this Undertaking is held to be void, illegal or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and be deemed not to be included in this Undertaking without invalidating any of the remaining provisions.

### **Governing Law**

14. This Undertaking shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. In any legal action or proceedings arising out of or in relation to this Undertaking, the School and the Recipient each irrevocably submits to the exclusive jurisdiction of the courts of Singapore.

**UNDERTAKING AGREED AND ACCEPTED AS OF \_\_\_\_\_ BY:**

**THE RECIPIENT**

Name of Corporation:

By

---

NAME OF AUTHORISED REPRESENTATIVE

---

Company Stamp

NRIC/ Passport No :

Address :

Designation :

Date :

Witnessed by

---

NAME of Witness :

NRIC/Passport No :

Address :

Designation :

Date :

### ANNEX III

TENDER REFERENCE: 23/0007

### CONFIDENTIALITY & DATA PROTECTION UNDERTAKING (FOR INDIVIDUALS)

#### Introduction

1. This undertaking (the “**Undertaking**”) relates to all information (“**Information**”), at any time and from time to time, acquired by or supplied to the recipient as named below (“**Recipient**”) by the Singapore Sports School Ltd (the “**School**”) or its Connected Persons (defined below), whether orally, in writing, electronically or in any other form, in connection with the Recipient’s employment and/or his/her dealings and interactions with the School on behalf of his/her employer, including but not limited to codes, passwords, personal data, drawings and plans.
2. In this Confidentiality Undertaking:
  - (a) “**Connected Persons**” mean the officers, employees, advisers, agents and representatives of the School; and
  - (b) Where Information relates to “**personal data**”, being data, whether true or not, about an individual who can be identified (i) from that data; or (ii) from that data and other information to which the Recipient has or is likely to have access, the Personal Data Protection Act 2012 (“**PDPA**”) applies in respect of that data.

#### Undertaking

3. With regard to the disclosure of the Information by the School, the Recipient, agrees and undertakes to the School that except with the prior written consent or instruction of the School, he/she shall:
  - (a) use the Information only for the purpose(s) for which the Information was provided;
  - (b) disclose the Information only in accordance with instructions by the School and/or his/her employer and/or as required/permitted by applicable laws (including but not limited to the PDPA);
  - (c) retain the Information in strict confidence and not disclose the Information to any person; and

- (d) inform himself/herself of the confidential nature of the Information and the restrictions imposed by applicable laws (including but not limited to the PDPA).

#### **Unauthorised Disclosure of Personal Data**

4. In respect of personal data, and in accordance with the PDPA, the Recipient undertakes not to disclose or cause the disclosure of personal data in the possession or under the control of his/her employer, where such disclosure is not authorised by his/her employer and/or the School, and if unknown to him/her, be reckless as to whether such disclosure is authorised or not.

#### **Unauthorised Use of Personal Data**

5. In respect of personal data, and in accordance with the PDPA, the Recipient undertakes not to make use of personal data in the possession or under the control of his/her employer, where such use is not authorised by his/her employer and/or the School, and if unknown to him/her, be reckless as to whether such use is authorised or not, in order to obtain a gain for himself/herself or another person, cause harm to another individual, or cause loss to another person.

For the purposes of this provision, the following definitions shall apply:

**“gain”** : means:

- (a) a gain in property or a supply of services, whether temporary or permanent; or
- (b) an opportunity to earn remuneration or greater remuneration or to gain a financial advantage otherwise than by way of remuneration;

**“harm”** : means, in relation to an individual:

- (a) any physical harm; or
- (b) harassment, alarm or distress caused to the individual;

**“individual”** : means a natural person, whether living or deceased;

**“loss”** : means:

- (a) a loss in property or a supply of services, whether temporary or permanent; or
- (b) a loss of an opportunity to earn remuneration or greater remuneration or to gain a financial advantage otherwise than by way of remuneration,

but excludes, in relation to an individual, the loss of personal data about the individual;

**“person”** : includes any company or association or body of persons, corporate or unincorporate.

### **Unauthorised Re-identification of Anonymised Information**

6. In respect of personal data, and in accordance with the PDPA, the Recipient undertakes not to take any action to re-identify or cause re-identification of the person to whom anonymised information in the possession or under the control of his/her employer, where such re-identification is not authorised by his/her employer and the School, and if unknown to him/her, be reckless as to whether the re-identification is authorised or not.

### **Retention of Information**

7. The Recipient shall destroy or return to the School, on demand, any document containing any Information and any copy which may have been made, and use his/her best endeavours to expunge all Information from any computer, word processor or other device containing any Information. Any destruction of Information shall, at the request of the School be certified in writing by an authorised officer supervising it.

### **Intellectual Property**

8. All intellectual property rights in the Information shall remain the sole property of the School at all times. To avoid doubt, and without prejudice to the generality of the foregoing, the Recipient acknowledges that no right, title or interest (whether in the form of intellectual property rights or otherwise) in the Information is granted to him/her at any time.

### **Protection of Information**

9. Without prejudice to the foregoing confidentiality undertakings, the Recipient's attention is also drawn to the need to safeguard the integrity of the data and/or records and/or information acquired and/or accessed by and/or disclosed/supplied to the Recipient in the course of his/her work for the School (the "**Data**").
10. The Recipient undertakes to ensure that the integrity of the Data is not compromised and/or affected and/or prejudiced and will take all necessary measures to ensure that this Undertaking and all applicable laws (including but not limited to the PDPA) are not breached.

### **Breach of Undertaking**

11. In the event of any breach by the Recipient of this Undertaking and/or any applicable laws (including but not limited to the PDPA), the Recipient agrees and undertakes to fully indemnify the School for any and all losses, damages or costs incurred by and/or arising out of and/or in relation to the breach to the maximum extent permitted by law. The Recipient further agrees and acknowledges that a breach of this Undertaking may cause irreparable harm to the School of which monetary damages may not be a suitable and/or sufficient remedy. In the event of such breach, the School shall be entitled to equitable relief (including injunctive relief).

### **Illegality**

12. If any provision of this Undertaking is held to be void, illegal or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and be deemed not to be included in this Undertaking without invalidating any of the remaining provisions.

### **Governing Law**

13. This Undertaking shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. In any legal action or proceedings arising out of or in relation to this Undertaking, the School and the Recipient each irrevocably submits to the exclusive jurisdiction of the courts of Singapore.

**UNDERTAKING AGREED AND ACCEPTED AS OF \_\_\_\_\_ BY:**

**THE RECIPIENT**

---

NAME :  
NRIC/ Passport No :  
Address :  
Designation :  
Date :

Witnessed by

---

NAME of Witness :  
NRIC/Passport No :  
Address :  
Designation :  
Date :