

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

**1. DEFINITIONS**

1.1 In the 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) **“Contract”** means the resulting contract between the School and the Contractor for the provision of the Goods and Services as a result of the School’s acceptance of the Contractor’s Tender Offer which terms and conditions are contained in the following:
  - (i) the Covering Letter;
  - (ii) the Instructions to Tenderers;
  - (iii) the Contractor'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 Contractor;
  - (viii) any correspondence exchanged between the School and the Contractor which is agreed to by the School in writing as amplifying or modifying the Invitation to Tender or the Contractor’s Tender Offer; and
  - (ix) any formal agreement executed between the Parties,including all schedules and annexes to such documents as relevant.
- (c) **“Contract Price”** means the aggregate Tender Price for Goods and Services required under the Contract.
- (d) Intentionally left blank.
- (e) **“Contractor”** means a successful Tenderer whose Tender Offer has been accepted by the School.
- (f) **“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.
- (g) **“data”** means any representation of information or of concepts regardless of the medium of storage, and includes any personal data.

- (h) **“Factor”** means any person:
  - (i) listed in the “List of Factoring Companies” at the Vendors@Gov website; and
  - (ii) with an approved vendor record in the Vendors@Gov system or other electronic invoicing system maintained by the School.
- (i) Intentionally left blank.
- (j) **“Goods”** means all goods proposed in the Contractor’s Tender Offer as being capable of meeting the Requirement Specifications and accepted in the Letter of Acceptance/Purchase Order, which the Contractor is required to provide under the Contract, and such other goods as may be agreed in writing between the Parties to be provided by the Contractor.
- (k) **“GST”** means goods and services tax charged under the GST Act.
- (l) **“GST Act”** means the Goods and Services Tax Act 1993.
- (m) Intentionally left blank.
- (n) **“Invitation to Tender”** means the invitation to participate in the tender for the provision 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 document and form enclosed.
- (o) Intentionally left blank.
- (p) **“Letter of Acceptance”** means the letter issued by the School accepting the Contractor’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) Intentionally left blank.
- (s) **“Parties”** means the School and the Contractor, and **“Party”** means any one of them.
- (t) **“Payee”** in relation to a Receivable, means the person specified in the Contractor’s invoice to the School as the payee of such Receivable.
- (u) **“personal data”** shall have the same meaning as its definition in the Personal Data Protection Act 2012.

- (v) **“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.
- (w) **“Price Schedule”** means the schedule of prices for Goods and Services proposed in the Contractor’s Tender Offer and accepted in the Letter of Acceptance/Purchase Order, as amended from time to time in accordance with the Contract.
- (x) Intentionally left blank.
- (y) **“Purchase Order”** means an order issued by the School, making reference to the Contract, to purchase the Goods and/or Services.
- (z) **“Receivables”** means the amounts payable by the School to the Contractor under the Contract, subject to the School’s rights against the Contractor under the Contract, at law or in equity, including the School’s rights of deduction and set-off.
- (aa) **“Requirement Specifications”** means the specifications set out in Part 3 of the Invitation to Tender and any amendment or addition to the aforesaid as may be mutually agreed in writing between the Parties from time to time.
- (bb) Intentionally left blank.
- (cc) **“S\$”, “\$” or “SGD”** means the lawful currency of Singapore.
- (dd) **“Service Personnel”** means all Personnel (including Personnel of the Subcontractors) provided by or to be provided by the Contractor to perform the Contract.
- (ee) **“Services”** means the services proposed in the Contractor’s Tender Offer as being capable of meeting the Requirement Specifications and accepted in the Letter of Acceptance/Purchase Order, which the Contractor is required to provide under the Contract, and such other services as may be agreed in writing between the Parties to be provided by the Contractor.
- (ff) Intentionally left blank.
- (gg) **“Subcontractor”** means any person, firm or company engaged by the Contractor to perform any part or parts of the Contractor’s obligations, and includes the Subcontractor’s duly appointed representatives, successors and permitted assignees and the Subcontractor’s subcontractors.
- (hh) **“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.

- (ii) **“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.
- (jj) **“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.
- (kk) Intentionally left blank.
- (ll) **“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 in the singular 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 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. SCOPE OF CONTRACT**

- 2.1 The Contractor must carry out and complete the provision of all items of Goods and Services in accordance with the Contract. Unless otherwise stated in the Contract, all Goods must be new and unused.

**3. CARE AND DILIGENCE**

- 3.1 The Contractor must with due care and diligence carry out its obligations to the School under the Contract.

- 3.2 The Contractor acknowledges and accepts that the School relies on the skill and judgment of the Contractor and also upon the accuracy of all representations and statements made and advice given by the Contractor in the delivery of the Goods and performance of the Services under the Contract.

#### 4. REMOVAL AND REPLACEMENT

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

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

(collectively, the “**Rejected Goods**”), and the Contractor must:

- (i) provide a replacement for the Rejected Goods immediately at the Contractor’s own expense; and
- (ii) collect the Rejected Goods at the Contractor’s own expense within seven (7) days after the date of notification by the School and failing which, the School shall have the right:
  - (A) to claim from the Contractor storage charges and other expenses incurred in relation to the Rejected Goods until collection by the Contractor or disposal in accordance with sub-clause (B) below, whichever is earlier; and
  - (B) if the Rejected Goods are not collected after **one (1)** month after 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 Contractor,

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

- 4.2 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 Contractor must re-perform such rejected Services at the Contractor’s own expense.
- 4.3 Where any Goods or Services are rejected by the School pursuant to Clause 4.1 or Clause 4.2 or pursuant to any other provision of law, the Contractor shall be deemed to have completely failed to deliver such Goods and perform such Services.
- 4.4 Notwithstanding anything to the contrary, the risk of loss, damage or deterioration of Rejected Goods (whether rejected pursuant to this Clause 4 or otherwise) shall be

borne by the Contractor at all times and possession shall be deemed to have never passed to the School.

## **5. PAYMENT**

- 5.1 Subject to compliance with Clause 5.1, the School must pay the Contractor within **thirty (30)** days after the date of the invoice by any electronic payment mode as the School may decide (e.g. Interbank GIRO, PayNow, FAST transfer), or such other mode of payment as the School and the Contractor may agree. The Contractor must provide the School with the relevant payment details for such mode of payment within **thirty (30)** days after the date of the Letter of Acceptance/Purchase Order.
- 5.2 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 Contractor in the performance of its obligations, nor shall it relieve the Contractor from its other obligations under the Contract.
- 5.3 If requested by the School, the Contractor must submit to the School invoices through InvoiceNow (strongly recommended) or 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.
- 5.4 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.
- 5.5 The Contract Price is exclusive of any GST chargeable on the provision of goods and services to the School by the Contractor under the Contract. If the Contractor is a taxable person under the GST Act, the School must reimburse the Contractor for any GST chargeable by the Contractor on the provision by the Contractor of goods or services under the Contract.
- 5.6 Any invoice or other request for payment of monies due to the Contractor under the Contract must, 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 any subsidiary legislation made under the GST Act.
- 5.7 The School is agreeable to the Contractor assigning its Receivables to any Factor, subject to the following:
- (a) the Contractor 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 Contractor must 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 Contractor under the Contract, at law or in equity, including the School's rights of deduction and set-off;
- (d) the Contractor must ensure that:
  - (i) each of its invoices for assigned Receivables (each, a **"Factored Invoice"**) indicate a Factor as the Payee;
  - (ii) it does 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 Contractor, 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 Contractor must 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 Contractor 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 Contractor has complied with Clause 5.8(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 Contractor 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 Contractor in respect of such GST;
  - (iv) if the Contractor 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 Contractor to reissue such invoice indicating either the Contractor 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 Contractor must 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 Contractor must ensure that all its invoices that are not factored do not indicate a Factor as the Payee. If the Contractor 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 Contractor 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 Contractor and the Factor, and upon such withdrawal of consent:
  - (i) the School shall be entitled to pay all Receivables to the Contractor without being liable to the Contractor or the Factor for any Losses; and
  - (ii) the Contractor must reissue any Factored Invoice if required by the School.

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

- 6.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Contractor or its Personnel in carrying out its obligations under the Contract.
- 6.2 If the School receives a request from the tax authorities or otherwise decides to pay on behalf of the Contractor or the Contractor's Personnel, or to withhold payments from the Contractor in order that the School may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments ("**Taxes**"), the Contractor agrees that the School may deduct such Taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.
- 6.3 In the event that withholding taxes are imposed by the tax authorities on any payment due under the Contract, the Contractor must bear all such withholding taxes and the School may deduct such taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.

**7. DELAY IN DELIVERY AND PERFORMANCE**

- 7.1 If the Contractor 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 11.1), to cancel all or any such Goods or Services from the Contract without compensation and obtain them from other sources (the "**Replacement Goods and Services**") and all increased costs thereby incurred shall be borne by the Contractor provided that the quantity of the Replacement Goods and Services so obtained shall not exceed the quantity stated in the Contract.

**8. COMPLIANCE WITH LAW**

- 8.1 The Contractor must, at its own cost, obtain and maintain all licences, permits, certifications, approvals, registrations and authorisations without any restriction or qualification whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.
- 8.2 The Contractor must, 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.

**9. COMPLIANCE WITH PROGRESSIVE WAGE MARK REQUIREMENTS (not an eligibility criterion for participation in the tender)**

- 9.1 Subject to Clauses 9.2 and 9.3, throughout the duration of the Contract, a Contractor who is PW Mark-Eligible must:
- (a) maintain a valid Progressive Wage Mark or Progressive Wage Mark Plus issued by the relevant authority (individually and collectively, "**PW Mark**"); and
  - (b) notify the School of any change to the PW Mark accreditation status of the Contractor within one (1) month after the change.
- 9.2 If at the time of issuance of the Letter of Acceptance/Purchase Order, the Contractor who is PW Mark-Eligible has neither obtained nor applied for the PW Mark, the School shall have the right to exempt the Contractor from compliance with Clause 9.1(a) for such period of time as determined by the School.
- 9.3 If at the time of issuance of the Letter of Acceptance/Purchase Order, the Contractor who is PW Mark-Eligible has applied for but has yet to successfully obtain the PW Mark, the Contractor must:
- (a) be exempted from compliance with Clause 9.1(a) during the period where the initial application for the PW Mark is being processed by the relevant authority. 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 Contractor'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).
- 9.4 If a Contractor who is not initially PW Mark-Eligible becomes PW Mark-Eligible at any point in time during the period of the Contract, the Contractor must 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 by the end of the third month of employment of the relevant Local Resident Worker(s) referred to in Clause 9.4(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 Contractor's application for a 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.
- 9.5 The School shall have the right to terminate the Contract by giving two (2) months' prior written notice to the Contractor if the Contractor fails to comply with any of the provisions in Clauses 9.1, 9.3(b) or 9.4.
- 9.6 The Declaration Form on PW Mark Eligibility is set out in Annex I.
- 9.7 For the purposes of this Clause 9, 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.

**"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.

**10. GIFTS, INDUCEMENTS AND REWARDS**

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

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

10.2 In this Clause 109.1:

**“Anti-Corruption Laws”** means:

- (a) Chapter 9 of the Penal Code 1871;
- (b) the Prevention of Corruption Act 1960; 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 paragraph (a) or (b) or which has as its objective the prevention of corruption.

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

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

**11. TERMINATION**

11.1 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 Contractor:

- (a) an Event of Default has occurred (not being a default covered by any other sub-clause of Clause 11.1) and:
    - (i) the Contractor fails to remedy the Event of Default within **fourteen (14)** days after the date of the 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 Contractor 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 Contractor is in material breach of any of its obligations under the Contract;
  - (d) a breach by the Contractor of Clause 8 (Compliance with Law) or Clause 17 (Subcontract, Transfer and Assignment);
  - (e) a breach by the Contractor of Clause B7 (Confidentiality and Security);
  - (f) intentionally left blank;
  - (g) intentionally left blank;
  - (h) intentionally left blank.
- 11.2 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 Contractor, and the Contractor shall have no claim for any damages or compensation:
- (a) the Contractor is unable to pay its debts as and when they fall due;
  - (b) where the Contractor is a company or a limited liability partnership, a receiver, liquidator or provisional liquidator is appointed over any undertaking or property of the Contractor 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 Contractor;
  - (c) where the Contractor is a partnership, the Contractor is dissolved or has a bankruptcy order made against it;
  - (d) where the Contractor is an individual, the Contractor becomes bankrupt or dies;
  - (e) legal proceedings alleging insolvency are brought against the Contractor;
  - (f) any application is made for the winding-up, bankruptcy or dissolution of the Contractor; or
  - (g) the Contractor enters into any composition or arrangement with creditors.

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

- (a) termination shall be without prejudice to any rights or 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 Contractor must forthwith refund to the School all amounts paid to the Contractor 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 Contractor must immediately deliver property belonging to or provided by the School pursuant to the Contract and all deliverables prepared by the Contractor 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 11.1 or 11.2, 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 must be paid by the Contractor, and the Contractor must give reasonable assistance to the incoming contractors; and
- (e) intentionally left blank.

11.4 For the purposes of this Clause 11:

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

11.5 Nothing in this Clause 11 shall be deemed to prejudice any other rights or remedies available to the School against the Contractor for any breach of the Contractor's obligations whether under the Contract or at law or in equity.

## **12. FORCE MAJEURE**

12.1 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 the 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.

12.2 If the effect of any Force Majeure Event continues for a period exceeding three (3) months, the School may at any time thereafter give notice to the Contractor to terminate the Contract with immediate effect without being liable to the Contractor in damages or compensation.

12.3 If a Force Majeure Event occurs, the Contractor 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.

12.4 Failure of the Contractor's Subcontractors or suppliers to perform their obligations shall not be regarded as events beyond the reasonable control of the Contractor.

### **13. CORRESPONDENCE**

13.1 Any notice ("**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 Contractor, the address and electronic mail address set out in the Tender Offer; and

(b) in the case of the School, the address and electronic mail address stated in the Covering Letter of the Invitation to Tender.

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

13.3 A Notice sent by electronic mail shall be deemed not to have been received if the sender receives, within twenty-four (24) hours after sending such electronic mail, a notification that such electronic mail has not been successfully delivered.

### **14. LANGUAGE**

14.1 The Contractor must ensure that all data, documents, descriptions, diagrams, books, catalogues, instructions, markings for the Goods and correspondence are written in readily comprehensible English language.

### **15. CONSORTIUM**

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

15.2 Where the Contractor is a Consortium, the following shall apply:

#### *Joint and Several Responsibility and Liability*

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

*Addition of members to Consortium*

- 15.2.2 Any introduction of, or changes to, Consortium membership must be approved in writing by the School.
- 15.2.3 Should any additional member be added to the Consortium at any time with the approval of the School pursuant to Clause 15.2.2, such additional member shall be deemed to be included in the expression “the Contractor”.

*Withdrawal from Consortium*

- 15.2.4 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 must carry out and complete the Contract.

**16. INDEPENDENT CONTRACTOR**

- 16.1 For the purposes of the Contract, the Contractor shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the School.

**17. SUBCONTRACT, TRANSFER AND ASSIGNMENT**

- 17.1 The Contractor must not, without the prior written consent of the School, subcontract its obligations, or transfer or assign the benefit of the whole or any part of the Contract.
- 17.2 The Contractor shall be responsible for the acts, defaults, negligence and omissions of its Subcontractors and their Personnel.

**18. INTENTIONALLY LEFT BLANK**

**19. REMEDIES**

- 19.1 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.



**20. VARIATION**

- 20.1 No variation of the Contract shall be of any force unless agreed upon in writing and signed by the authorised signatories of both Parties.

**21. WAIVER**

- 21.1 No failure or delay on the part of any Party in exercising any right under the Contract, or at law or in equity, shall operate as a release or waiver thereof.
- 21.2 No waiver of any breach of the Contract shall be deemed to be a waiver of any other or of any subsequent breach.
- 21.3 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.

**22. SET-OFF**

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

**23. ENTIRE AND WHOLE AGREEMENT**

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

**24. SEVERABILITY**

- 24.1 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.

**25. RIGHTS OF THIRD PARTIES**

- 25.1 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of the Contract.

**26. SURVIVING PROVISIONS**

- 26.1 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 10 (Gifts, Inducements and Rewards), 11.3 and 11.5 (Termination), 13 (Correspondence), 18 (Default Interest), 19 (Remedies), 21.21 (Waiver), 22 (Set-off), 23 (Entire and Whole Agreement), 24 (Severability), 25 (Rights of Third Parties), 26 (Surviving Provisions), 27 (Governing Law), 28 (Escalation of Disputes), 29 (Mediation) and 30.30 (Dispute Resolution), shall survive the termination or expiry of the Contract.

**27. GOVERNING LAW**

- 27.1 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.

**28. ESCALATION OF DISPUTES**

- 28.1 In the event of any dispute 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.
- 28.2 If such Dispute is not resolved by agreement between the Officers within seven (7) 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 29 (Mediation).

**29. MEDIATION**

- 29.1 Notwithstanding anything in the Contract, in the event of any Dispute and subject to Clauses 28, 29.3 and 29.4, 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 29.1 if they have gone through at least one mediation session at the Singapore Mediation Centre.
- 29.2 A Party who receives a written notice for mediation from the other Party must consent and participate in the mediation process in accordance with this Clause 29.

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

29.4 Clause 29.1 shall not apply to a Dispute referred to the Small Claims Tribunals, provided that:

29.4.1 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

29.4.2 the proceedings relating to such Dispute are not:

- (i) discontinued by the Registrar pursuant to Section 17(3) of the Small Claims Tribunal Act 1984; or
- (ii) transferred out of the Small Claims Tribunals before or pursuant to such consultation session.

29.5 Failure to comply with Clause 29.1 or 29.2 shall be deemed to be a breach of the Contract.

### **30. DISPUTE RESOLUTION**

30.1 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.

**COMPENDIUM A: SECTOR-SPECIFIC CLAUSES**

**A1. INTENTIONALLY LEFT BLANK**

**A2. INTENTIONALLY LEFT BLANK**

**A3. INTENTIONALLY LEFT BLANK**

**COMPENDIUM B: OPTIONAL CLAUSES**

**B1. INTENTIONALLY LEFT BLANK**

**B2. INTENTIONALLY LEFT BLANK**

**B3. INTENTIONALLY LEFT BLANK**

**B4. INTENTIONALLY LEFT BLANK**

**B5. LIMITATION OF LIABILITY**

B5.1 The aggregate liability of the Contractor to the School in respect of all breaches under the Contract shall not exceed two (2) times of the Contract Price.

B5.2 The aggregate liability of the School to the Contractor in respect of all breaches under the Contract shall not exceed two (2) times of the Contract Price.

B5.3 None of the limitations contained in this Clause B5 shall apply to any claim:

- (a) relating to any death or personal injury;
- (b) relating to any patent, copyright or other intellectual property right infringement;
- (c) which arises or is increased as a consequence of fraud, fraudulent misrepresentation, wilful misconduct or gross negligence by the Contractor, any Subcontractor, or any of their respective Personnel;
- (d) intentionally left blank; or
- (e) under any indemnity provided under the Contract (other than a claim by the School against the Contractor relating to the Contractor's breach of the Contract).

B5.4 Intentionally left blank.

**B6. CONTRACTOR'S PERSONNEL**

B6.1 The Contractor must provide all necessary personnel who are competent and have the adequate skills and required professional certifications (where applicable) for the performance of the Contract.

B6.2 Upon request by the School, the Contractor must 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.

B6.3 The Service Personnel shall at all times be subject to the School's written approval, and the School may at any time object to any previously approved Service Personnel. Where the Contractor has proposed such Service Personnel in its Tender Offer, the School's acceptance of the Contractor's Tender Offer shall not constitute its approval of such Service Personnel, and the Contractor must separately seek the School's approval of such Service Personnel.

B6.4 Except as approved by the School and subject to such conditions as the School may impose, the Contractor must ensure that no Service Personnel commences work on the Contract unless:

- (a) the School has given its prior written approval of such Service Personnel pursuant to Clause B6.3; 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.

B6.5 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 Contractor must remove such Service Personnel immediately and furnish a suitable and adequate replacement at no additional expense to the School within two (2) working days.

B6.6 The Contractor undertakes not to change its Service Personnel approved under this Clause B6 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 Contractor must 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.

**B7. INTENTIONALLY LEFT BLANK**

**B8. INTENTIONALLY LEFT BLANK**

**B9. INTENTIONALLY LEFT BLANK**

**B10. LOSSES**

B10.1 The Contractor must 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 Contractor, any Subcontractor or any of their respective Personnel (the “**Contractor Parties**”) unless the Contractor can show that:

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

B10.2 This Clause B10 shall survive the termination or expiry of the Contract.

**B11. INTENTIONALLY LEFT BLANK**

**B12. INTENTIONALLY LEFT BLANK**

**B13. INTENTIONALLY LEFT BLANK**

**B14. OBSOLETE PRODUCT**

B14.1 The Contractor must promptly notify the School in writing at least one (1) month prior to any of the Goods becoming obsolete (each, an “**Obsolete Product**”), and shall propose an equivalent or improved model to the School (the “**Equivalent Product**”) at the same or lower price than that payable for the Obsolete Product for the School’s approval.

B14.2 If the School grants its approval in writing that the proposed Equivalent Product shall replace the Obsolete Product, the Obsolete Product shall be deemed to be replaced by such approved Equivalent Product in the Contract, at the approved prices with effect from the date of such written approval. For the avoidance of doubt, if the School does not grant its approval in writing, the Contractor is obliged to continue providing such Obsolete Product until the School grants its approval for an equivalent or improved model to replace such Obsolete Product.

**B15. INTENTIONALLY LEFT BLANK**

**B16. EXIT MANAGEMENT**

B16.1 During the Transition Period, the Contractor must, at its cost and expense, make available to the School and any third party succeeding the Contractor appointed by the School (“**Incoming Contractor**”) such documents and records and provide such assistance (including briefings and training) as the School or the Incoming Contractor

may reasonably require to allow an orderly transition to the Incoming Contractor with minimal disruption.

B16.2 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 B16.2(a), the period of one (1) month commencing on the date of notice of such termination.

B16.3 This Clause B16 shall survive the termination or expiry of the Contract.

## **B17. INSPECTION**

B17.1 The Contractor must allow the School to conduct investigations, audits or inspections at any location in which the Contractor is providing or has provided Goods and Services under the Contract, for the purpose of ensuring proper compliance with the Contract. The costs of conducting any such investigation, audit or inspection shall be borne by the Contractor/School.

B17.2 The Contractor must cooperate with and provide all support, information and assistance necessary to the School or the auditor (including access to the Contractor’s financial records) for the conduct of the investigations, audits or inspections referred to in Clause B17.1 at no charge to the School. The School shall have the right to conduct spot-checks on the Contractor for the purpose of such investigations, audits or inspections.

B17.3 All investigations, audits or inspections referred to in Clause B17.1 must be in the form of a government audit, or a third-party audit conducted by a reputable audit firm acceptable to the School.

## **B18. TERMINATION FOR CONVENIENCE**

B18.1 The School shall have the right to terminate the Contract for convenience by giving at least **one (1)** months’ written notice to the Contractor without having to assign any reason, and the Contractor shall have no claim for any damages or compensation,



**ANNEX I****TENDER REFERENCE: 25/0015****DECLARATION ON PROGRESSIVE WAGE (PW) MARK ELIGIBILITY**

1. My firm <entity name>, <UEN>, hereby declares that my firm has:
- 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
  - 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:

<b>Sector</b>	<b>For each of the sector shown below, to indicate:</b> <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)	<i>[Yes / No]</i>
Security (including in-house security officers)	<i>[Yes / No]</i>
Landscape (including in-house landscape maintenance employees)	<i>[Yes / No]</i>
Lift and Escalator	<i>[Yes / No]</i>
Retail	<i>[Yes / No]</i>
Food Services	<i>[Yes / No]</i>
Waste Management*	<i>[Yes / No]</i>
<b>Occupation</b>	<b>For each of the occupation shown below, to indicate:</b> <ul style="list-style-type: none"> <li>- “Yes” if the firm employs any <u>Singapore Citizen or Permanent Resident</u>; or</li> </ul>

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PART 2 CONDITIONS OF CONTRACT

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	- <b><u>“No” if the firm does not employ any Singapore Citizen or Permanent Resident.</u></b>
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 Singapore Sports School Ltd by <date>. My firm has not applied for PW Mark due to:

*[Please indicate reason(s)]*

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☐ 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]*

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Submitted by: <name of representative>

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

Signature: <Signature> Date: