



INVITATION TO TENDER FOR TRANSPORT SERVICES FOR THE CEREBRAL PALSY ALLIANCE SINGAPORE (“CPAS”)

SECTION B – CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Conditions of Contract, unless the context otherwise requires, the following definitions shall apply:

- (a) “Background IP” means IP which is created prior to or independently of this Contract.
- (b) “Contract” includes:
 - (i) the Tender Notice, Covering Letter, Instructions to Tenderers, Conditions of Contract, Requirement Specifications and Prescribed Forms that are part of the Invitation to Tender;
 - (ii) the Tender (to the extent accepted by CPAS in the Letter of Acceptance and/or Purchase Order);
 - (iii) the Letter of Acceptance and/or Purchase Order; and
 - (iv) the Data Protection Agreement; and
 - (v) any other documents accepted in the Letter of Acceptance and/or Purchase Order as being part of the Contract.
- (c) “Contract Price” means the total amount payable to the Contractor for the performance of the Services and supply of the Goods under this Contract. Unless otherwise agreed in writing, the Contract Price shall be deemed to be the amount stated in the Tender form. If this Contract is a period contract where Goods and Services may be ordered from time to time pursuant to Purchase Orders, the Contract Price shall be treated on a Purchase Order basis and shall be deemed to be the Purchase Order Price payable for the Goods and Services specifically ordered under each Purchase Order.
- (d) “Contractor” means the successful Tenderer who has been awarded the Contract by CPAS.

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- (e) **“CPAS” means Cerebral Palsy Alliance Singapore, a voluntary welfare organisation incorporated under the Registry of Societies (ROS).**
- (f) **“CPASS” means Cerebral Palsy Alliance Singapore School.**
- (g) **“DAC” means Day Activity Centre.**
- (h) **“EIPIC” means Early Intervention Programme for Infants and Children.**
- (i) **“GROW” means Goodwill, Rehabilitation and Occupational Workshop.**
- (j) **“CP Centre” means Cerebral Palsy Centre, CPAS main building at 65 Pasir Ris Drive 1, Singapore 519529.**
- (k) **“EIPIC Cove” means EIPIC at Block 629/630 Pasir Ris Drive 3, Singapore 510629/510630.**
- (l) **“Deliverables” means the proposals, plans, reports, drawings, designs, documents, samples and other items that the Contractor has to provide under this Contract apart from the Goods and Services.**
- (m) **“Foreground IP” means IP which results from or is generated pursuant to or for the purpose of this Contract.**
- (n) **“Goods” means all goods, including parts or units thereof, which the Contractor is required to supply under this Contract.**
- (o) **“IP” or “Intellectual Property” means intellectual property and shall include but not limited to patents, copyright and industrial design.**
- (p) **“Party” means either CPAS (including CPASS, DAC, EIPIC and/or GROW), or the Contractor and “Parties” means both CPAS (including CPASS, DAC, EIPIC and GROW) and the Contractor.**
- (q) **“Services” means all the works and services which the Contractor is required to perform under this Contract.**
- (r) **“Customer Personal Data” means Personal Data which CPAS discloses to the Contractor, or which the Contractor processes on behalf of the Customer;**
- (s) **“PDPA” means the Personal Data Protection Act 2012; and**
- (t) **“Personal Data” means data, whether true or not, about an individual who can be identified: (a) from that data alone; or (b) from that data and other information which the Contractor has or is likely to have access.**

1.2 Words denoting the singular include the plural and vice versa.

1.3 Words denoting one gender include both genders.

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- 1.4 Words denoting natural persons include corporations, firms and unincorporated associations and vice versa.
- 1.5 References to statutory provisions include a reference to any amendment, consolidation, or re-enactment, whether by the same name or otherwise, for the time being in force.
- 1.6 The headings are for convenience only and not for the purpose of interpretation.

2. SCOPE OF CONTRACT AND CONTRACT PERIOD

- 2.1 The Contractor shall perform the Services and complete the supply of all items of Goods in accordance with the terms of this Contract.
- 2.2 The Contractor shall be an independent contractor and shall not be an agent, partner or employee of CPAS. For the avoidance of doubt, the Contractor is not authorised to enter into any contracts on behalf of CPAS.
- 2.3 This Contract:
 - (a) Shall come into force and commence on the date the Contractor received the Letter of Acceptance and/or Purchase Order; provided that the Goods and Services may be required from or on other dates as may otherwise be set out in the Requirement Specifications or in the Letter of Acceptance and/or Purchase Order; and
 - (b) Shall, unless terminated, expire after the complete performance of all Services and the complete supply of all Goods required (including any maintenance or warranty period) or at the end of any contract period expressly stated in the Requirement Specifications.
- 2.4 The Contractor shall do all things which are necessary or reasonably to be inferred from the Contract even if not specifically set out in the Contract.
- 2.5 The Contractor acknowledges that it is fully aware and anticipates that some details of the Requirement Specifications may have to be clarified during the performance of this Contract. In this context:
 - (a) CPAS reserves the right to issue written clarifications on the Requirement Specifications to set out CPAS requirements more precisely and such written clarifications shall be deemed to be part of this Contract. These clarifications shall include the need to delay the completion or progress of the whole or any part of the Services or delay the delivery dates of some or all of the Goods.
 - (b) The Contractor confirms that this has been fully anticipated when the Tender was submitted and has been taken into account in the Contract Price. For the avoidance of doubt, the Contractor shall have no claim to any compensation or damages regardless of the nature of the clarifications issued.

3. PERFORMANCE

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- 3.1 The Contractor shall provide the Goods and Services with all reasonable care, skill, diligence and in the manner specified in this Contract.
- 3.2 All Goods supplied under this Contract shall be new and unused or made of new and unused materials; unless there is agreement in writing to the contrary.
- 3.3 Time shall be of the essence in this Contract and the Contractor shall perform the Services and supply the Goods within any timelines/deadlines set out in this Contract or as otherwise agreed in writing between the Parties.
- 3.4 The Contractor shall work closely and collaboratively, at no extra charge, with such other contractors as CPAS may appoint in relation to the event, activity or project that this Contract relates to.
- 3.5 Upon the receipt of any Deliverables or Goods, such Deliverables or Goods shall be:
 - (a) Accepted or rejected by CPAS through a written notice in a form that may be prescribed by CPAS in writing; or
 - (b) Deemed to have been accepted by CPAS if no written notice to either accept or reject the same is issued within fourteen (14) days of receipt of the Deliverables or Goods concerned.
- 3.6 The Contractor shall at its own costs and without prejudice to the timelines/deadlines to be met under this Contract:
 - (a) Re-perform or correct any deficiencies in the Deliverables that are rejected; and
 - (b) Remove and replace Goods that are damaged, defective or in any way inferior to approved samples or is otherwise not in accordance with this Contract.
- 3.7 Where the Contract is awarded based on particular brand(s)/model(s) of Goods as set out in the Tender or as provided as samples (during the Tender process or under this Contract), the particular brand(s)/model(s) must be supplied. Provided that different brand(s)/model(s) may be accepted by CPAS in writing to replace the particular brand(s)/model(s) if:
 - (a) The particular brand(s)/model(s) is discontinued by the manufacturer and written documentation of this is provided to CPAS's satisfaction; and
 - (b) The replacement brand(s)/model(s) provide the same or better functionality and performance as the particular brand(s)/model(s).

4. PAYMENT

- 4.1 Payment shall be made within thirty (30) days from the date of receipt of the original invoice of any Goods delivered and Services performed, unless another payment term is specified in the Requirement Specifications.
- 4.2 Payments made to the Contractor shall not:

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- (a) Be considered evidence of the quality of any Goods or Services to which such payments relate.
 - (b) Prejudice any of CPAS's rights under this Contract to reject deficient Goods or Services and the corresponding rights to obtain replacement of Goods or re-performance of Services either by the Contractor or otherwise.
- 4.3 The amount of any payment due from or debt owed by the Contractor to CPAS under this Contract may be deducted by CPAS from any monies payable by CPAS to the Contractor under this Contract.
- 4.4 CPAS shall not have to pay for any expenses or costs of whatever nature other than those expressly set out under this Contract.
- 4.5 Unless otherwise agreed in writing by CPAS, payment shall be made via Inter-Bank GIRO.
- 5. **RIGHTS OF THIRD PARTIES**
- 5.1 A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.
- 6. **GIFTS, INDUCEMENTS OR REWARDS**
- 6.1 CPAS may terminate this Contract and to recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with CPAS or for showing or forbearing to show favour to any person in relation to any contract with CPAS, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with CPAS, the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the Penal Code or Prevention of Corruption Act or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the Penal Code or the Prevention of Corruption Act.
- 7. **DELAY IN PERFORMANCE**
- 7.1 If there is delay in the performance of the Services or the supply of Goods due to any acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond the Contractor's control, then in any such case the Contractor shall, for the duration of any such circumstances, be relieved of the obligation to perform the Services or supply the Goods thereby affected. Any part of the Services or Goods that are not so affected shall continue to be performed in accordance with this Contract.
- 7.2 Subject to Sub-Clause 7.1, if the Contractor fails to complete the performance of Services or supply of Goods by the date(s) specified in this Contract, CPAS shall have the right:

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- (a) To cancel all or any part of such Services or Goods from this Contract without compensation to the Contractor and to obtain the same (including similar or equivalent goods and services in the case where the exact goods and services are not available) from other sources and all increased costs incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or
- (b) To deduct any moneys due or to become due to the Contractor or require the Contractor to pay a sum calculated at the rate of 0.5% of the Contract Price for each day of delay (including Sundays and Public Holidays), as liquidated damages until the delayed Services or Goods are fully performed or supplied; up to a maximum amount of liquidated damages equivalent to 10% of the Contract Price.

7.3 For the avoidance of doubt, if CPAS opts to impose liquidated damages under Sub-Clause 7.2(b) and regardless of whether the maximum amount of liquidated damages has been reached, CPAS shall still be entitled to exercise:

- (a) Its rights under Sub-Clause 7.2(a); provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under Sub-Clause 7.2 (a); and
- (b) Any rights to terminate this Contract; provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under the clauses allowing for termination.

8. SUB-CONTRACTING AND ASSIGNING

8.1 The Contractor shall not sub-contract or assign the whole or any part of this Contract without the written consent of CPAS. The Contractor shall be fully responsible for all acts or omissions of any sub-contractors or assignees and the acts or omissions of any such third parties shall be deemed to be the acts or omissions of the Contractor.

9. APPLICABLE LAW

9.1 This Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.

10. DISPUTE RESOLUTION

10.1 The Parties submit to the non-exclusive jurisdiction of the Courts of Singapore.

10.2 In the event of any dispute, controversy or claim arising out of or relating to this Contract, no Party shall proceed to litigation unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

10.3 A Party that receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Sub-Clause 10.2.

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10.4 For the avoidance of doubt, failure to comply with Sub-Clauses 10.2 or 10.3 shall be a breach of contract.

11. SUSPENSION OR TERMINATION

11.1 CPAS shall, after giving seven (7) days written notice to the Contractor, have the right to suspend or terminate this Contract if CPAS is affected by any state of war, act of god or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension or termination save that CPAS shall pay the Contractor the price of the Goods or Services that have been performed and accepted by CPAS. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by CPAS to the Contractor by reason of this Clause 11.

11.2 In addition to any other rights to terminate this Contract or any rights to cancel parts of the Services under this Contract, CPAS shall have the unilateral right to terminate this Contract without assigning any reasons whatsoever by giving the Contractor thirty (30) calendar days' written notice. For the avoidance of doubt, the Contractor shall not be entitled to any compensation or damages whatsoever in relation to such a termination. The Contractor shall only be entitled to payment for any Services provided and accepted up to the end of the thirty (30) day notice period.

12. RIGHTS OF CPAS IN THE EVENT OF DEFAULT BY THE CONTRACTOR

12.1 If any declaration or submission made by the Contractor in its Tender is discovered to be false, CPAS shall be entitled to rescind and terminate this Contract or cancel any part of the Goods or Services by written notice without CPAS being liable for any damages or compensation. The termination or cancellation shall take effect from the date of the written notice.

12.2 If the Contractor is in breach or defaults in his performance of this Contract, CPAS may issue a written notice of breach or default to the Contractor. The Contractor shall, within seven (7) days of the date of the notice of breach or default, remedy the breach or default or otherwise propose a solution that is accepted by CPAS in writing.

12.3 If the Contractor fails to remedy the default or otherwise propose an acceptable solution under Sub-Clause 12.2, the Contractor shall be taken to have repudiated the Contract and CPAS shall have the right to terminate the Contract or cancel any part of the Goods or Services by way of a written notice of termination or cancellation as the case may be. The termination or cancellation shall take effect from the date of the written notice and CPAS shall not be liable to the Contractor for any damages or compensation.

12.4 CPAS shall be entitled to terminate this Contract or cancel any part of the Goods or Services by written notice without CPAS being liable for any damages or compensation if:

- (a) Any proceedings are commenced for the liquidation, dissolution or bankruptcy of the Contractor and the same not discharged or discontinued within fourteen (14) days of**

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its commencement, or if the other Contractor becomes bankrupt or goes into liquidation either voluntarily or compulsorily except for the bona fide purpose of amalgamation, merger or re-construction;

- (b) The Contractor compounds with any of its creditors or has a receiver appointed in respect of the whole or any part of its assets;
- (c) A writ of distress or execution or other process of any court is levied or issued against any property of the Contractor and is not withdrawn within fourteen (14) days of its commencement; or
- (d) The Contractor ceases or threatens to cease to carry on business except for the bona fide purpose of amalgamation, merger or reconstruction. The termination or cancellation shall take effect from the date of the written notice.

12.5 If there is any termination of this Contract or cancellation of Goods or Services under this Clause 12, CPAS shall have the right to purchase, from other sources, the Goods and Services (including similar or equivalent goods and services in the case where the exact goods and services are not available) that have not yet been performed or supplied at the time of termination or cancellation. All increased costs incurred by CPAS in purchasing the Goods or Services or similar or equivalent goods or services from other sources shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages.

13. VARIATIONS OF CONTRACT

13.1 No attempts to vary this Contract shall have any force unless made in writing and executed by the Contractor and the authorised contract signatory of CPAS.

14. TAXES, FEES AND DUTIES

14.1 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 employees. If CPAS receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees, or to withhold payments from the Contractor in order that CPAS may subsequently so pay, any of the said taxes, fees, duties, fines, levies and assessments, the Contractor authorises CPAS to comply with the terms of the said request.

14.2 If the Contractor is a taxable person under the Singapore Goods and Services Tax Act, CPAS shall pay to the Contractor the Goods and Services Tax chargeable on the supply of Goods and Services to CPAS.

14.3 The Contractor shall submit a copy of the Certification of Registration for Goods and Service Tax if requested to do so by CPAS in writing.

15. GOVERNMENT REGULATIONS

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15.1 The Contractor shall, at its own costs, obtain and maintain all licences, permits, authorizations or certifications required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

16. INDEMNIFICATION

16.1 In the event of CPAS being held liable for damages arising out of any claim by any agent, workman or employee of the Contractor or any subcontractors or suppliers of the Contractor, pursuant to the performance of this Contract, the Contractor shall indemnify CPAS against such claim and any related costs, charges and expenses incurred by CPAS. Provided that the same; is not caused by the gross negligence or wilful default of CPAS.

17. CONTRACTOR'S PERSONNEL

17.1 The Contractor shall replace its personnel (inclusive of the personnel of any sub-contractors or agents) within five (5) days from the date of written notice from CPAS that the said personnel is either:

- (a) Technically incompetent in carrying out the Services or the work to be done in order to supply the Goods; or
- (b) Behaving in a manner that is found to be unacceptable and which affects the proper completion of the Services or supply of the Goods. What amounts to technical incompetence or unacceptable behaviour for the purposes of this Sub-Clause 17.1 shall be determined at the sole discretion of CPAS.

17.2 The Contractor shall ensure that:

- (a) There is compliance by the Contractor and its employees, subcontractors and agents with all the rules and regulations of CPAS's buildings and premises or the buildings and premises belonging to third parties where Services have to be performed or Goods have to be delivered (collectively "the Sites");
- (b) The performance of Services or delivery of Goods at the Sites do not cause any disruption or interference to the normal business or activities carried out by CPAS or third parties (as the case may be) at the Sites; and
- (c) There is compliance by the Contractor and its employees, subcontractors and agents with all reasonable directions or instructions of CPAS or third party supervisors or managers at the Sites.

17.3 If the Contractor's Tender that Services or parts of Services are to be performed by specific personnel, such Services must be performed by the personnel concerned; and such personnel must not be replaced unless the written consent of CPAS is given. The Contractor shall ensure that any replacement personnel have comparable skills and experience as the personnel being replaced such that there is no adverse effect on the progress or quality of the Services.

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18. CPAS OWNERSHIP OF INTELLECTUAL PROPERTY

- 18.1** Nothing in this Contract shall affect any person's right to own or licence Background IP.
- 18.2** All Foreground IP created by the Contractor, its employee, subcontractor, supplier or agent shall vest in and be owned absolutely by CPAS. The Contractor shall do all things necessary to ensure that all Foreground IP is assigned to CPAS absolutely; including the execution of all such documents as may reasonably be required in order to perfect, protect or enforce any of the Foreground IP assigned and granted to CPAS.
- 18.3** The Contractor shall obtain for and grant to CPAS and its agent, free of any additional charge, a worldwide, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Contractor, its employee, subcontractor, supplier or agent.
- 18.4** For the avoidance of doubt, any IP in any results, report, data or information generated or produced by the Contractor, CPAS or another person on behalf of CPAS as a result of this Contract shall vest in and be owned absolutely by CPAS.
- 18.5** If the Contractor, its employee, subcontractor, supplier or agent intends to sell or transfer their Background IP, the Contractor shall ensure that the purchaser of the Background IP and every successor in title to the interest in the Background IP has prior written notice of the licence that the Contractor, its employee, subcontractor, supplier or agent has granted to CPAS.
- 18.6** If any licence granted or obtained for Background IP under Clause 18.3 is registrable under any IP registration system in Singapore, the Contractor shall:
- (a) Register the licence under the IP registration system in Singapore; and
 - (b) Deliver copies of documentary proof of such licence registration to CPAS as soon as possible.
- 18.7** The Contractor shall indemnify CPAS against any action, claim, damages, charges and costs arising from or incurred by CPAS due to any infringement or alleged infringement of patents, design, copyright or any other IP rights in relation to the use of Foreground IP or Background IP or otherwise in relation to the Goods or Services under this Contract.

19. CONFIDENTIALITY

- 19.1** Except with the written consent of CPAS, the Contractor shall not disclose this Contract or any of its provisions, or any purchases made under this Contract or any information issued or furnished by or on behalf of CPAS in connection with this Contract to any person.

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19.2 In addition, the Contractor shall not make use of any information obtained directly or indirectly from CPAS or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of CPAS.

19.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of CPAS. For the avoidance of doubt, this restriction includes any citation that CPAS is or was a customer of the Contractor.

20. HANDLING AND PROTECTION OF PERSONAL DATA

20.1 Compliance with PDPA. The Contractor shall comply with all its obligations under the PDPA at its own cost.

20.2 Process, Use and Disclosure. The Contractor shall only process, use or disclose Customer Personal Data: (a) strictly for the purposes of fulfilling its obligations and providing the services required under this Agreement; (b) with the Customer's prior written consent; or (c) when required by law or an order of court, but shall notify the Customer as soon as practicable before complying with such law or order of court at its own costs.

20.3 Transfer of personal data outside Singapore. The Contractor shall not transfer Customer Personal Data to a place outside Singapore without the Customer's prior written consent.

20.4 Security Measures.

(a) The Contractor shall protect Customer Personal Data in the Contractor's control or possession by making reasonable security arrangements (including, where appropriate, physical, administrative, procedural and information & communications technology measures) to prevent unauthorised or accidental access, collection, use, disclosure, copying, modification, disposal or destruction of Customer Personal Data, or other similar risks.

(b) The Contractor shall only permit the authorised personnel to access Customer Personal Data on a need to know basis.

20.5 Access to Personal Data. The Contractor shall provide the Customer with access to the Customer Personal Data that the Contractor has in its possession or control, as soon as practicable upon Customer's written request.

20.6 Accuracy and Correction of Personal Data. Where the Customer provides Customer Personal Data to the Contractor, the Customer shall make reasonable effort to ensure that the Customer Personal Data is accurate and complete before providing the same to the Contractor. The Contractor shall put in place adequate measures to ensure that the Customer Personal Data in its possession or control remain or is otherwise accurate and complete. In any case, the Contractor shall take steps to correct any errors in the Customer Personal Data, as soon as practicable upon the Customer's written request.

20.7 Retention of Personal Data.

- (a) The Contractor shall not retain Customer Personal Data (or any documents or records containing Customer Personal Data, electronic or otherwise) for any period of time longer than is necessary to serve the purposes of this Agreement.
- (b) The Contractor shall, upon the request of the Customer: (a) return to the Customer, all Customer Personal Data; or (b) delete all Customer Personal Data in its possession, and, after returning or deleting all Customer Personal Data, provide the Customer with written confirmation that it no longer possesses any Customer Personal Data. Where applicable, the Contractor shall also instruct all third parties to whom it has disclosed Customer Personal Data for the purposes of this Agreement to return to the Contractor or delete, such Customer Personal Data.

20.8 Notification of Breach. The Contractor shall immediately notify the Customer when the Contractor becomes aware of a breach of any of its obligations in Clauses [20.2 to 20.7].

20.9 Indemnity. The Contractor shall indemnify the Customer and its officers, employees and agents, against all actions, claims, demands, losses, damages, statutory penalties, expenses and cost (including legal costs on an indemnity basis), in respect of: (a) the Contractor's breach of Clauses [20.2 to 20.7]; or (b) any act, omission or negligence of the Contractor or its subcontractor that causes or results in the Customer being in breach of the PDPA.

21. CPAS'S REPRESENTATIVE

21.1 CPAS shall appoint one or more persons to supervise and liaise with the Contractor for the purposes of this Contract. The Representative(s) shall be as named in the Requirement Specifications or otherwise through written notifications.

21.2 All instructions, directions, notices, consents, approvals or waivers that may be given at CPAS's discretion under this Contract shall not be binding on CPAS unless given in writing or under the hand of the Representative(s).

21.3 For the avoidance of doubt, the Representative(s) cannot vary this Contract unless the Representative(s) concerned are also authorized contract signatories as required under Clause 13.

22. PROJECT MANAGEMENT

22.1 Project Office

- (a) If the Contractor does not already have a Project Office in Singapore, the Contractor shall, if required to do so under the Requirement Specifications or otherwise in writing by CPAS, establish a Project Office in Singapore at its own expense. The Project Office is to coordinate the performance of this Contract and serve as the common service location for CPAS to contact for the provision of all the Goods or Services.

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- (b) If required under the Requirement Specifications or otherwise agreed in writing by CPAS, more than one Project Office shall be set up.

22.2 Project Manager

- (a) The Contractor shall designate a Project Manager and the Project Manager shall be primarily responsible for directing and coordinating all the Contractor's obligations under this Contract. The Project Manager shall be deemed to be the Contractor's agent in all dealings with CPAS and all actions of the Project Manager shall be binding on the Contractor.
- (b) The Representative(s) shall have direct access to the Project Manager at all times during the performance of this Contract and if the Project Manager is absent from Singapore for any duration, the Contractor shall designate another employee to perform his duties and functions.
- (c) If required under the Requirement Specifications or otherwise agreed in writing by CPAS, more than one Project Manager shall be designated.

22.3 Implementation Plan

Unless otherwise agreed by CPAS in writing:

- (a) Within seven (7) days from the date of the Letter of Acceptance and/or Purchase Order (or each Purchase Order if this is a period contract), the Contractor shall produce a Final Implementation Plan showing the time schedule and sequence of events necessary for the provision of the Goods or Services.
- (b) The Final Implementation Plan shall not be acceptable unless it meets the timelines and/or stipulated completion dates set out in the Requirement Specifications (and the Purchase Order concerned if this is a period contract).

22.4 Progress Reports & Meetings

- (a) The Representative(s) shall have the right to regular written reports on progress and status of completion of the Services and delivery of the Goods in a format approved in writing by the Representative(s). The Representative(s) may, at the Representative's sole discretion, request for such reports in monthly, fortnightly or weekly intervals; and may change the intervals from time to time. The submission and receipt of these reports shall not in any way prejudice the rights of CPAS to make any claims against the Contractor if the terms of this Contract are not met.
- (b) The Representative(s) shall have the right to call for progress meetings from time to time and/or on regular weekly or other intervals as determined by the Representative(s). During such meetings, the Project Manager shall attend and report to the Representative(s) on the completion of the Services and delivery of the Goods. The progress meetings shall be held at venues chosen by the Representative(s).

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- (c) The Contractor shall notify the Representative(s) of any expected delay in the performance of this Contract. The Contractor shall refer immediately to the Representative(s) any matter likely to impede the provision of the Goods or Services; provided that such notices shall not excuse the Contractor from meeting its obligations under this Contract.

23. CUMULATIVE REMEDIES

- 23.1 The provisions of this Contract, and each of the rights and remedies of CPAS under this Contract are cumulative and are without prejudice to one another and are in addition to any rights or remedies CPAS may have in law or in equity. No exercise by CPAS of any one right or remedy shall operate so as to hinder or prevent the exercise by it of any other right or remedy.

24. WAIVER

- 24.1 No waiver of any breach of a provision of this Contract shall be deemed to be a waiver by CPAS of any other provision or of any subsequent breach of the same provision. The failure of CPAS to immediately enforce any of the provisions of this Contract shall in no way be interpreted as a waiver of such provision and waivers shall be binding on CPAS only if done in writing.

25. WARRANTY

- 25.1 If a warranty is required for the Goods under the Requirement Specifications, the Warranty Period shall commence on the date of receipt of the Goods by CPAS. The length of the Warranty Period shall be twelve (12) months unless another period is specified in the Requirement Specifications.

- 25.2 Where during the Warranty Period, any Goods is found to be:

- (a) Defective in design, materials or workmanship; or
- (b) Not in accordance with this Contract or any specifications incorporated therein by reference or otherwise; or
- (c) Having been used, installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees set forth in this Contract or specifications published by the Contractor as applicable to the Goods;

the Contractor shall, at its own expense (including transportation costs), at the written notification of CPAS, replace, rectify or completely repair the damaged or defective Goods. The Contractor may, in lieu rectification or repair, elect to replace the damaged or defective Goods within fourteen (14) days of the notification.

26. TITLE AND RISK

- 26.1 Title to the Goods shall pass from the Contractor to CPAS upon receipt by CPAS in Singapore.

Cerebral Palsy Alliance Singapore

Cerebral Palsy Centre

65 Pasir Ris Drive 1 Singapore 519529

26.2 The risk of loss or damage to the Goods shall pass from the Contractor to CPAS upon receipt by CPAS in Singapore. Provided that risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are received by the Contractor for the purpose of modification, replacement, repair or rectification until the same are delivered and received by CPAS.

27. SEVERABILITY

27.1 The invalidity, illegality or unenforceability of any of the provisions of this Contract shall not affect the validity, legality and enforceability of the remaining provisions of this Contract.

28. RETURN OF DOCUMENTS AND OTHER ITEMS

28.1 Within fourteen (14) days of the termination or expiry of this Contract, the Contractor shall return all records/documents and copies of the same; and all items under the Contractor's possession which:

- (a) Belong to CPAS;
- (b) Were received from CPAS; or
- (c) Were produced pursuant to this Contract.

In the case of softcopies, such records/documents shall be emailed to CPAS's Representative or copied to CDRs/DVDs if the same are provided by CPAS and any copies stored in the computer or other storage equipment or media used by the Contractor shall be securely deleted or erased.

29. SAMPLES TESTING

29.1 CPAS shall, at its sole discretion, have the right to call for samples of the Goods to be supplied under this Contract for approval and for such further samples as are required until the samples submitted are in accordance with the requirements of this Contract. Upon the approval of CPAS, the approved samples shall form the standards to be maintained for the duration of this Contract.

29.2 If any Goods supplied are not in accordance with this Contract or with any approved sample, then, CPAS shall have the right to submit any such Goods to expert examination and/or test and all costs in connection with the same shall be borne by the Contractor unless such examination and/or test shows that the said Goods are in accordance with this Contract or with the approved samples.