

SINGAPORE AIRLINES LIMITED
TERMS AND CONDITIONS OF TENDER

Definitions

In the Tender and Contract, the following words and expressions shall have the meanings stated hereunder except where the context otherwise requires.

“Agreement” shall have the same meaning as that in Clause 9.

“Agreement Period” shall have the same meaning as that in Clause 10.

“Company” means Singapore Airlines Limited and shall include its assigns and successors in law and its duly authorized representatives.

“Contract” shall mean and comprise the following:

- (a) The Tender
- (b) Letter of Award by the Company to the Vendor
- (c) Form of Agreement duly executed

“Products” means the goods to be supplied and/or services to be rendered that are specified in Annex B

“Vendor” means the person or persons, firm or body corporate or incorporate submitting a Tender.

“Tender” means the Tender Document duly completed and submitted by the Vendor to the Company.

“Tender Document” shall mean and comprise the following:

- (a) Letter inviting Vendor to tender
- (b) Terms and Conditions of Tender
- (c) Specifications on item/service required
- (d) Instructions on the completion of the tender submission
- (e) Interested Party Declaration
- (f) Declaration of participation by relatives/associated companies
- (g) Suppliers’ Code of Conduct
- (h) Non-Disclosure Agreement

1 TERMS OF APPLICATION

- 1.1 Application of tender by Vendor constitutes acceptance by Vendor of all terms and conditions printed on this form and all other annexes, which are attached. This “Terms and Conditions of Tender” and its related terms and conditions printed on this form and all other annexes shall apply to bind the Parties until the Agreement is executed between the Company and the Vendor as detailed in clause 9.

2 SERVICE REQUIREMENT

- 2.1 The service required is listed in Annex B. The services required are an estimate only and the successful Vendor is required to provide the services when required.

3 TENDER PRICE

- 3.1 All prices submitted by Supplier and filled in the Bid Form shall be the amount agreed to upon appointment of Supplier. The amount shall not be varied in any way.
- 3.1 The pricing for the Products shall be exclusive of all Goods and Services Tax ("GST"), charges for packaging, carriage, and delivery of the Products to the requested delivery location, and any duties, imposts or levies, except if otherwise defined. The successful Vendor shall not be entitled to add other additional charges not agreed upon in writing by the successful Vendor and the Company.

- 3.2 Notwithstanding this Terms and Conditions of Tender, and any statement or information of any description contained herein, the Vendor shall inform himself on all matters necessary for compliance with and completion of the Vendor and in all matters whatsoever that might in any way affect the prices quoted by him.
- 3.3 Any neglect or failure whatsoever on the part of the Vendor to obtain any necessary and reliable information shall not relieve him from any risks or liabilities for the completion of the Contract. The Company shall not be liable for any damages whatsoever for any inaccuracy whatsoever on site/store information.
- 3.4 The Company will not entertain any negotiation on price once a proposal has been submitted. The price bided shall be treated as the last price the Vendor is prepared to offer. Vendors shall therefore quote their best and last price.
- 3.5 If the Company changes the specifications after the Tender has been called, and such change may have an effect on price, the Company may under such circumstances negotiate the price.

4 COMPLETION OF TENDER DOCUMENTS

- 4.1 Annex C is to be completed by entering the bid prices and other particulars in the space provided. The Vendor must insert the words 'No Quote' against item not bid. No space in Annex C should be left blank. The Vendor must sign and affix their company's stamp on the bottom right-hand corner of every page of the Annex C.
- 4.2 If Vendor submits any Supplier Standard Conditions, the Company reserves the right to disqualify the Supplier's Tender. Notwithstanding, in the event that the Company accepts the Vendor's Tender and awards Vendor it would be presumed that the Supplier Standard Conditions will apply for the Tender, unless otherwise mutually agreed in writing, until such times that the Agreement is concluded, from which, the terms and conditions of the Agreement will be binding on the Vendor and the Company.

5 NO PRICE INCREASE

- 5.1 The successful Vendor shall not increase its prices during the Agreement Period. For avoidance of doubt, the Agreement Period includes the optional year(s) extended unless the Agreement specifies otherwise. Any increase in the Vendor's costs of production or in any other aspect shall not be passed on to the Company by way of an increase in the awarded price or a change in the Products.

6 VALIDITY PERIOD

- 6.1 The Vendor's offer shall be valid for a period of six (6) calendar months from the closing date of the Tender. On expiry of the Tender, the Vendor shall, if the Company so requires, extend the validity of the offer for a further period to be mutually agreed upon.

7 ACCEPTANCE OF TENDER

- 7.1 The Company reserves the right to, in whole or in part (a) accept, reject, and/or seek clarification on, any submitted Tender from any Vendor; (b) extend the closing date and/or time of this tender; and/or (c) require re-submission of revised Tender from any Vendor, in its sole and absolute discretion. The Company shall not be bound to accept the lowest or any quote, and shall not be liable for any claim for whatever costs which may be incurred in the preparation of the Tender. The Company reserves the right to accept the whole or part of the Tender.
- 7.2 The Vendor shall not withdraw its Tenders or adjust the tender prices after the tender closing date. Any Vendor who does so, may, in addition to any remedies which the Company may seek against it, be debarred from tendering for all Company related contracts.
- 7.3 The Company may terminate the award by giving the successful Vendor no less than three (3) months' written notice, provided, however, no notice will be necessary where the Company terminates the award on grounds of default by the successful Vendor. The successful Vendor will accept orders for the supply of the Products until the expiry of the notice. All orders received during the notice period must be completed by the successful Vendor in accordance with the provisions of the award.

8 SECURITY DEPOSIT

- 8.1 The successful Vendor shall, no later than fourteen (14) days from the date of the letter of award, pay to the Company, a security deposit in Singapore dollars (“SGD”) the equivalent of five percent (5%) of the contract value. If the security deposit is below SGD two thousand (2,000), the amount shall be paid by a crossed cheque (for local Vendors only) or bank draft (for local and overseas Vendors) made out in favour of Singapore Airlines Limited. If the deposit is more than or equal to SGD two thousand (2,000), Vendor shall provide a banker’s guarantee from a bank to be approved by the Company, in the Company’s standard format (specimen provided), and duly stamped, if required by law, or in such other form that the Company may approve. This security deposit shall be retained by the Company for the duration of the contract and shall, after damages, if any, have been deducted, be refunded in SGD to the successful Vendor at the end of the contract. No interest shall be paid on the security deposit and any gain or loss resulting from currency exchange shall be borne by the successful Vendor.

9 CONTRACT

- 9.1 Where deemed necessary by the Company, the successful Vendor shall enter into a contract (with this Terms and Conditions of Tender and all other forms and annexes relevant to the Tender forming the general framework of the Agreement) within two (2) weeks from the date of the letter of award (the “Agreement”), or any other period as may be agreed between the Company and the successful Vendor, whichever is later, failing which, the Company reserves the right to (i) award the contract to another Vendor and/or (ii) debar the successful Vendor from tendering for all Company related contracts in future. The Agreement shall commence with effect from the date when the Agreement is signed between the Company and the Vendor.

10 DURATION OF AGREEMENT

- 10.1 The contract if awarded shall be in force for a period of thirty-six (36) months. SIA reserves the right to extend the contract twice thereafter for a period of one year each on the same terms and conditions of the contract including the price.

11 TERMINATION OF AGREEMENT

- 11.1 The Company may terminate the Agreement by giving the successful Vendor no less than three (3) months’ notice in writing. The successful Vendor shall, however, be bound to accept orders for the supply of Products until the expiry of the notice. All orders received during the notice period must be completed by the successful Vendor in accordance with provisions of the Agreement.
- 11.2 The Company may immediately terminate the Agreement in the event (i) the successful Vendor defaults in the performance of the Agreement or (ii) otherwise breaches the Agreement. For the avoidance of doubt, no notice period is needed where the Company terminates the Agreement due to default or breach by the successful Vendor.
- 11.3 The Company may also terminate the Agreement by giving the successful Vendor a notice period of one (1) month if the Company has reason to believe that the Vendor has employed, or intends to employ, any employee/ex-employee of the Company, which may result in a potential conflict of interest.

12 ASSIGNMENT OR TRANSFER OR SUB-CONTRACTING

- 12.1 The Company may assign or transfer the whole or any part of the Agreement to a subsidiary or associate company of the Company, by giving at least one (1) week’s prior written notice to the successful Vendor.
- 12.2 The successful Vendor shall not assign or transfer or sub-contract the whole or any part of the Agreement without the prior consent of the Company. Consent by the Company to such assignment, transfer or sub-contracting in one instance will not constitute consent to any other assignment, transfer or sub-contracting.

- 12.3 In the event of the provision of the Services being sub-contracted with the written consent of SIA, the successful Vendor shall be solely and personally responsible for the due performance by such authorised sub-contractors of all terms, stipulations and conditions herein expressed.

13 NOVATION OF AGREEMENT TO THIRD PARTY

- 13.1 Upon notification in writing by the Company at any time, the successful Vendor shall novate the Agreement to any third party that the Company may select. The successful Vendor shall execute and do all such further acts, including, but not limited to, the execution of a novation agreement amongst the successful Vendor, the Company, and the third party.

14 NO SEPARATE AGREEMENT FOR DELIVERY PERIOD NOT EXCEEDING THREE MONTHS

- 14.1 For purchases where no Agreement has been signed and where the delivery period does not exceed three (3) months, the terms and conditions in the Tender documents shall constitute an Agreement between the Company and the successful Vendor.

15 STAMP DUTY

- 15.1 Where applicable, any stamp duty and other taxes levied or payable pursuant to the Agreement shall be borne by the successful Vendor.

16 DELIVERY OF SERVICES

- 16.1 The Services shall be provided in accordance with SIA's specifications and on direction by SIA. No alterations to such specifications may be made without the prior written consent of SIA. The successful Vendor shall be responsible for all delivery costs and expenses including freight, insurance, etc.
- 16.2 Unless otherwise stated to the contrary under this contract, the successful Vendor shall provide everything necessary, inclusive of equipment, etc. for the proper execution of the work.
- 16.3 All services required during the term of the Contract must be completed by the successful Vendor at the contract price. SIA will not guarantee the volume of work for any of the Services.
- 16.4 The Services must be provided within the stipulated times. The successful Vendor will be liable to pay liquidated damages as set out in Clause 19 herein if they failed to provide the required services.

17 VARIATIONS AND EXTRAS

- 17.1 The Contract Sum shall remain fixed and adjusted in accordance with the terms herein provided for the whole period of this Contract.
- 17.2 SIA may, at any time during the Contract period, make variations from the original specification by giving the Vendor one month's notice in writing.

18 PAYMENT OF VARIATIONS AND EXTRAS

- 18.1 No variations mentioned in clause 17.2 hereof shall vitiate either this contract or a work order.

- 18.2 No claim for additions to the Services will be considered except when authorised in writing by SIA or its representative. A written instruction or order must be obtained before the execution of any additional service. Should any additional Service be instructed verbally or required owing to unforeseen reasons during the duration of the Contract the successful Vendor shall immediately forward a statement of claim for the additional Service to SIA or its representative for SIA's agreement. If SIA agrees to the additional Service and to the costs incurred by the successful Vendor for the provision of the additional Service, SIA shall pay the Vendor the said costs in accordance with the terms of this Contract.

19 LIQUIDATED DAMAGES

- 19.1 All delays will be subjected to payment by the successful Vendor of liquidated damages of one percent (1%) per calendar week, in respect of the total value of the quantity due for delivery, up to a maximum of ten percent (10%) of the contract value. If there are three (3) or more occasions of delay occurring in a rolling twelve (12)-month period, the liquidated damages will be five percent (5%) per calendar week, in respect of the total quantity due for delivery, up to a maximum of twenty percent (20%) of the contract value. Such payment will be without prejudice to any other rights or remedies that the Company may have hereunder or at law including the right to terminate the contract immediately by giving written notice to the successful Vendor.
- 19.2 Notwithstanding any other provision to the contrary contained in the Agreement, the Company may, at any time and from time to time, without notice to the successful Vendor, set off and deduct from any and all amounts payable to the successful Vendor (whether under the Agreement or any other agreements), any and all sums that may be due and owing by the successful Vendor to the Company, or its related or associated companies (including without limitation, any liquidated damages payable under any of the clauses of the Agreement, or any amounts previously overpaid to the successful Vendor).

20 PURCHASES IN DEFAULT FROM ALTERNATIVE SOURCE(S)

- 20.1 On expiration of the deadline, grace period (if any) for delivery of the Products and/or on expiry of the normal delivery lead time for replacement of defective goods and/or rectification of any type of defects, or any written confirmation of a potential delay by the successful Vendor, the Company may, without any further notification to the successful Vendor, purchase any Product which may function in an equivalent manner as the Product which has/have not been supplied and/or replaced/rectified from other source(s) and recover damages (including but not limited to the price difference) from the successful Vendor. For the avoidance of doubt, should the price charged by the alternative source(s) be lower than that charged by the successful Vendor, the successful Vendor shall not be entitled to claim the price difference from the Company.
- 20.2 Such purchases in default shall be made as many times as necessary to prevent disruption of supplies.
- 20.3 If purchases are made in default, then liquidated damages shall also be charged based on the period of delay between the date on which the delivery was supposed to have been made by the successful Vendor (including grace period, if any), and the date on which the delivery was actually made by the alternative source(s).

21 QUALITY AND REJECTION OF SERVICE

- 21.1 The quality of the service supplied shall be in accordance with the requirement specified by SIA at the time of event. No alterations to such specifications may be made without the prior written consent of SIA.
- 21.2 In the event where the services supplied fail to meet the stipulated requirement, SIA reserves the right to reject the successful Vendor to supply additional personnel or engage other persons to supplement the service. In such circumstances, the successful Vendor shall bear all costs and damages incurred.

22 LOCAL AND OTHER AUTHORITIES' NOTICES AND FEES

- 22.1 The successful Vendor shall comply with and give notices and pay all fees required by any written law, regulation and by-laws of any local authorities and/or public service companies or authorities relating to execution of the services or with whose system the same are or will be connected and it shall keep SIA fully indemnified against any fee or charges demandable by law thereunder in respect of the Services or any penalties and liabilities or every kind arising from the breach of such law or regulation, or by-laws.
- 22.2 The Vendor further warrants that the Services are provided in compliance with all applicable laws and requirements, including but not limited to child labour laws, employment laws and industrial laws.

23 INTELLECTUAL PROPERTY

- 23.1 The drawings, samples, models, equipment, sketches, photographs, printing plates supplied ("Company Materials") or approved by the Company shall not be copied, transferred to third parties or used in any manner whatsoever contrary to the provisions of the Tender and the Agreement. Upon completion of the last delivery to the Company, the above Company Materials shall be returned to the Company with immediate effect.
- 23.2 The successful Vendor agrees that all copyrights, goodwill, patents, know-how, trade secrets and other intellectual property rights ("Intellectual Property Rights") whether now known or hereafter becoming known and comprised or subsisting in the Company Materials, any derivative materials, and the confidential information as well as any and all other materials provided to the successful Vendor by the Company, or created or developed by the successful Vendor exclusively for the Company, in connection with or for the purposes of the Agreement are and will be the sole and absolute property of the Company and the Vendor hereby assigns to the Company all its Intellectual Property Rights in respect thereof, in accordance with the Agreement.
- 23.3 Notwithstanding clause 23.2, should the successful Vendor has and/or acquires the Intellectual Property Rights, the successful Vendor is deemed to have irrevocably assigned and transferred the same to the Company free from any requirement on the part of the Company to pay any fees. Further and if required by the Company and at the cost of the Company, the successful Vendor will execute and deliver to the Company all relevant documents or assignments and transfer in respect of the Intellectual Property Rights and the documents will be in such form as may be required by the Company in this regard.
- 23.4 Further, if any such Intellectual Property Rights cannot be assigned to the Company and cannot be waived, the successful Vendor hereby grants to the Company an exclusive, perpetual, worldwide and royalty-free license to use, apply and otherwise exploit the Intellectual Property Rights and to extend sub-license (through any number of tiers or sub-license) in and to the same. This clause is without prejudice to and does not limit the extent of the successful Vendor's obligations herein provided that nothing in the above clause or this clause is intended to confer on the Company any intellectual property rights which belong to or are vested in:
1. the successful Vendor prior to the commencement of the Agreement, any such rights created independent of the provision of Products under the Agreement including all software, tools, processes, utilities and methodologies belonging to the successful Vendor and used in the provision of the Products, even if such intellectual property or any part thereof is incorporated into or forming part of the material developed for the Company;
 2. any alterations, modifications, enhancements or customisation made to any of the above in the item(s) in the course of provision of the services hereunder; and
 3. any third party software as set forth in any license extended by any such Vendor.

- 23.5 The successful Vendor further agrees not to:
1. make claims or assist any third party in any claim to the Intellectual Property Rights;
 2. do or permit any act to be done which is likely to prejudice any rights of the Company in and to the Intellectual Property Rights; and
 3. do or permit to be done any act or thing which is likely to jeopardize or invalidate any rights of the Company in and to the Intellectual Property Rights.
- 23.6 The successful Vendor fully covenants to the Company that the supply of the Products has not been and will not be produced in infringement of any intellectual property right including patent, trade mark or copyright and the successful Vendor shall indemnify and hold the Company, its servants and agents free and harmless from any prejudice, damages and expenses, including legal expenses incurred as a result of claims or legal proceedings brought against the Company, its servants or agents in connection with the foregoing.
- 23.7 If any legal proceeding is instituted for an alleged infringement of Intellectual Property Rights, the Company reserves the right to cancel immediately all Products yet to be accepted by the Company and/or to purchase all such Products from elsewhere without prejudice to all or any of the Company's rights in the Agreement.

24 PLACEMENT OF VENDOR'S/MANUFACTURER'S NAME, BRAND NAME AND LOGO

- 24.1 Unless instructed or mutually agreed upon in writing, the successful Vendor will in no way display its company's name, logo, brand name or any other representation on the Products under the Agreement.

25 TERMS OF PAYMENT

- 25.1 The Company will pay the successful Vendor within forty-five (45) days of receipt of the successful Vendor's invoice or upon receipt of the Products by the Company whichever is the later. Invoices shall be submitted in accordance with any Purchase Order or instructions by the Company, and shall be submitted together with the Purchase Order and/or such information as the Company may reasonably require to support the amount invoiced therein. The Company has the right to reject any invoice deemed incomplete. If the Company disagrees with any item in the invoice(s), the Company may withhold payment on these items until a resolution is reached with the successful Vendor. Disputed invoice(s) shall not be considered due until the dispute has been resolved or the relevant invoice(s) corrected. Payment by the Company shall be without prejudice to any claims or rights that it may have against the successful Vendor, and shall not constitute a waiver by the Company of any of its rights.

26 INDEMNITY

- 26.1 The successful Vendor hereby agrees to defend, indemnify and hold harmless the Company and each of their respective directors, officers, employees, agents, and affiliates and any person or entity directly or indirectly employed by any of them (collectively, the "Indemnified Parties," and individually, an "Indemnified Party") from and against all liabilities, losses, claims, damages, settlement costs, demands, fines, civil penalties, judgments, and expenses (including, but not limited to, interest, court costs and attorneys' fees) (collectively, "Losses") which in any way arise out of or result from any act(s) or omission(s) by Vendor or by Vendor's directors, officers, employees, agents, affiliates or any person or entity directly or indirectly employed by Vendor or for whose acts Vendor may be liable, in the performance or nonperformance of Vendor's obligations under any Purchase Order and/or the Agreement.

27 LIABILITY FOR DAMAGES

- 27.1 The successful Vendor shall be liable for damages of any kind whatsoever suffered by any person and/or property of the Company, its servants or agents or third parties, during and as a result of any service to be performed in the premises or offices of the Company caused by the successful Vendor's employees, agents, servants or their representatives.

28 INSURANCES

- 28.1 Pursuant to the liability and indemnity provisions of clause 26 and clause 27 herein, the successful Vendor shall procure and maintain adequate insurance cover for the items/services provided under the Agreement and such insurance shall name the Company as an additional insured with a waiver of all the insurers' rights of subrogation against the Company.
- 28.2 The successful Vendor shall furnish, as and when required by the Company, certificates of insurance evidencing the above.

29 WORK INJURY COMPENSATION

- 29.1 The successful Vendor shall forthwith and as a condition precedent to the commencement of any work under this Contract take out at its own expenses, policies of insurance indemnifying the successful Vendor and SIA including for this purpose every officer and department thereof from all liabilities arising out of claims by any and every workman employed in and for the performance of this Contract for payment of compensation under or by virtue of the Work Injury Compensation Act or any other law amending or replacing such Act and from all costs and expenses incidental or consequential thereto.

- 29.2 The said policy or policies so taken out shall be endorsed as follows:-

Endorsement A – If any workmen employed by the within Insured or by the Insured's Contractor as referred to in Endorsement B herein or any dependant of such workman, brings or makes a claim under Work Injury Compensation Legislation in force in Singapore against Singapore Airlines Limited ("SIA") and its assigns, related and associated companies for personal injury or disease sustained whilst at work or any contract covered by the terms and conditions of the within policy which the Insured may be carrying out for SIA, the Insurance Company will indemnify SIA and its assigns, related and associated companies against such claim, and any cost, charges and expenses in respect thereof. Provided always that the Insurance Company may have the sole conduct and control of all proceedings connected with claims covered by this endorsement. Nothing in the endorsement shall be construed as affecting the Insured's right to recover damages in any other way under the said Legislation.

Endorsement B – It is hereby understood and agreed that the indemnity herein granted is intended to cover the legal liability of the Insured to workmen in the employment of Contractors performing work for the Insured while engaged in the business and occupation in respect of which the within policy is granted but only so far as regards claims under any Work Injury Compensation Legislation or Common Law in force in Singapore.

- 29.3 The said policy or policies so taken out shall be deposited with SIA and the successful Vendor shall maintain it or them in full force and effect by payment of all premiums from time to time on the first day on which the same ought to be paid and until the completion of this Contract and upon demand the successful Vendor shall produce to SIA the last receipt for payment of such premiums.
- 29.4 If any default is made by the successful Vendor in complying with the terms of this Clause SIA may without prejudice to any other remedy available to SIA for breach of any terms of this Contract: -
- (i) withhold all payments which would otherwise be due to the successful Vendor under this Contract and out of such monies so withheld satisfy and claims for compensation by workmen that would have been borne by an insurance company had the successful Vendor not made default in maintaining a policy of insurance and/or
 - (ii) pay such premiums as have become due and remain unpaid and deduct the amount of such premiums from any monies due or to become due to the successful Vendor.

29.5 Nothing in this Clause shall be construed to take away or waive in any manner to modify the right of SIA to be indemnified by the successful Vendor in respect of all compensation, costs and other expenses whatsoever which by reason of the successful Vendor's default or otherwise become payable by SIA under the said Ordinance or other law.

30 VENDOR'S FAILURE TO INSURE

30.1 If the successful Vendor shall fail to effect and keep in force the insurance referred to herein SIA may effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid (plus interest) by SIA as aforesaid from any monies due or which may become due from SIA to the successful Vendor or recover the same as debt due from the successful Vendor.

31 EMPLOYMENT OF ILLEGAL FOREIGN WORKERS

- 31.1 (a) The successful Vendor undertakes that it will (whether by itself or by its servants, agents, employees) ensure that no illegal foreign workers are employed or provided by it or any of its sub-contractors in the provision of the Services to SIA under this Contract.
- (b) "Illegal foreign workers" means a foreign worker who:
- (i) has not lawfully entered or remained in Singapore, in contravention of the Immigration Act (Chapter 133); or
 - (ii) is employed by an employer without a valid permit, in contravention of the Employment of Foreign Manpower Act (Chapter 91 A).
- (c) If any illegal foreign worker is found to be so employed or provided by the successful Vendor or any of its sub-contractor, SIA may, without prejudice to its rights under any contract with the successful Vendor, withhold any payment due to the successful Vendor for a period of two (2) months and SIA shall not be liable for any loss or damage suffered by the successful Vendor as a result of any payment so withheld.
- (d) Further, the successful Vendor shall indemnify SIA against any costs and/or expenses, including legal expenses, which SIA may incur as a result of the successful Vendor employment of illegal foreign workers. SIA may also reserve the right to impose such other measures, including but not limited to, forfeiture of the successful Vendor's security deposit and/or debarring the successful Vendor from being a Vendor to SIA in future.
- (e) The successful Vendor will submit updated and duly certified copies of the following documents to SIA monthly for its inspection and record:
- (i) Personal particulars (including name, address, nationality, passport number and work permit number) of all workers employed by the successful Vendor or its sub-contractors in the execution of this contract, regardless of their length of employment.
 - (ii) The work permits of these workers; and
 - (iii) The passports, entry permits and re-entry permits of these workers showing that they have lawfully entered and remained in Singapore.
- (f) SIA may conduct random checks on the workers employed or deployed by the successful Vendor or any of its sub-contractors for the purpose of verifying that the successful Vendor has complied with this undertaking, and the successful Vendor will provide all necessary assistance and facilities in order for SIA to perform these checks.

32 DISCHARGE OF WORKMEN

- 32.1 The successful Vendor shall employ or provide only such personnel that meet SIA's requirements, who are efficient and of good character. In the sole opinion SIA, any person provided by the contractor including such part-time workers or sub-contractors who misconduct himself or has caused quarrels or delays or is incompetent, when so directed by SIA in writing shall at once remove such person from providing the Services and he shall not again be employed to provide the Services without the written permission of SIA.

33 ANTI-CORRUPTION/BRIBERY

- 33.1 The Vendor represents and warrants that it is in compliance with all laws of those countries in which it operates, including all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this agreement. Vendor further represents and warrants that it has not made, authorized or offered to make payments, gifts or other transfers of value, directly or indirectly, to any government official or private person in order to (1) improperly influence any act, decision or failure to act by that official or person, (2) improperly induce that official or person to use his or her influence with a government or business entity to affect any act or decision by such government or entity or (3) secure any improper advantage. 31.2 The Vendor agrees that should it learn or have reason to know of any payment, gift or other transfer of value, directly or indirectly, to any government official or private person that would violate any anti-corruption or anti-bribery law, it shall immediately disclose such activity to the Company. If, after consultation by the parties to the Contract, any concern cannot be resolved in the good faith and reasonable judgment of the Company, then the Company, on written notice to Vendor, may withdraw from or terminate this agreement.
- 33.2 The Company shall have the right to terminate this agreement, and the Contract if Vendor breaches this, or any other, representation, warranty or undertaking set forth in this agreement, and/or the Contract.

34 MEDIATION

- 34.1 Any dispute, controversy or difference will first be referred to the Singapore Mediation Centre within fourteen (14) days from the time it arises, in accordance with the Mediation Procedures, unless any party serves a written notice ('the Notice') on the other party and the Singapore Mediation Centre stating that it will not submit the matter to mediation, or that it will submit the dispute for arbitration or litigation. The parties will participate in mediation in good faith and will abide by the terms of any settlement reached.
- 34.2 The right to arbitration or litigation arises when one party serves the Notice on the other party and the Singapore Mediation Centre.

35 APPLICABLE LAW AND VENUE

- 35.1 This Terms and Conditions of Tender, and the Agreement, shall be governed by and interpreted in accordance with the laws of the Republic of Singapore, and the parties hereto hereby submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.

36 ENFORCEABILITY

- 36.1 Neither the Company nor Vendor will be liable for any default or delay in the performance of its obligations under the Agreement:
1. if and to the extent the default or delay is caused, directly or indirectly, by fire, flood, elements of nature, acts of God, health epidemics declared by the World Health Organisation, acts of war, terrorism or civil unrest, industrial action in any form (except industrial action by employees of either the Company or the Vendor) in the country in which such obligations are being performed or any other similar events beyond the reasonable control of the Company or the Vendor ("Force Majeure Event"); and

2. provided the party affected by the Force Majeure Event is without fault and the default or delay could not have been prevented by reasonable precautions.

In such event, the party affected by the Force Majeure Event is excused from further performance for as long as such circumstances prevail.

- 36.2 If any one or more of the foregoing conditions shall to any extent be invalid or unenforceable, the other conditions shall remain in full force and effect.
- 36.3 A person who is not a party to the contract has no right under the contract (Rights of Third Parties) Act (Cap 53B) to enforce or enjoy the benefit of the contract.
- 36.4 In the interpretation of the contract, no rule of construction will apply to the disadvantage of one party on the basis that party put forward the contract.

37 MEDIA RELEASES

- 37.1 All proposed media releases and public announcements by the Vendor relating to this Terms and Conditions of Tender or the subject matter of the Agreement, including but not limited to, promotional or marketing material (but not including any announcement solely for internal distribution or any disclosure required by any legal, accounting or regulatory authorities or stock exchange beyond the reasonable control of the party), shall be coordinated with, and shall not be made until and unless approved by, the Company in writing before the release thereof. In essence, no advertising, written articles, broadcasts or public statements shall be undertaken or initiated by the successful Vendor with respect to the Agreement without the prior written approval of the Company. It is understood and agreed that monetary damages would not be an adequate remedy for an actual or potential breach of the provisions of this clause, and therefore in addition to any other legal or equitable remedies available to the Company, the Company may seek an injunction or similar relief against such breach.

38 OTHERS

- 38.1 Headings

The headings herein are for convenience or reference only and shall not affect the construction or interpretation of this Terms and Conditions of Tender.

- 38.2 Confidentiality

All communications between the Company and the Vendor, all information and other material supplied to or received by Vendor which is either marked "confidential" or is by its nature intended to be exclusively for the knowledge of the recipient alone, and all information concerning the business transactions or the financial arrangements of the Company shall be kept confidential by the Vendor unless disclosure is required by law or unless or until any party can reasonably demonstrate that it is or part of it is, in the public domain, whereupon, to the extent that it is public, this obligation shall cease.

Vendor shall take all reasonable steps to minimise the risk of disclosure of confidential information, by ensuring that only their employees and directors, appointed contractors and consultants, whose duties will require them to possess any of such information shall have access thereto, and that they shall be instructed to treat the same as confidential.

The obligations contained in this Clause 37.3 shall endure, even after the termination of this agreement, and Contract, without limit in point of time except and until such confidential information enters the public domain as set out above.

39 PERSONAL DATA PROTECTION

- 39.1 Vendor shall, in its collection, processing, disclosure or other use (“Use”) of any information and data which can be related to an identifiable individual (“Data”), for any purpose arising out of or in connection with this agreement and Contract, adhere to the requirements of all applicable laws or legal requirements, including but not limited to all that relate to data protection, and privacy (“Law”).
- 39.2 Without prejudice to the generality of the foregoing, Vendor shall, where required and in the manner required by any applicable laws or legal requirements (“Law”): (a) Use Data only for purposes arising out of or in connection with the Agreement, and only after notifying or obtaining the consent of the individual to whom the Data relates; (b) use reasonable efforts to ensure the accuracy of Data; (c) institute reasonable security arrangements to protect the Data; (d) securely destroy the Data where it is no longer required; and (f) transfer Data only as prescribed by Law.
- 39.3 Notwithstanding the termination of this Contract or the Agreement, Vendor shall be liable for and keep the Company fully indemnified against all damage, losses, costs, legal fees (solicitor-client basis), penalties and proceedings, including any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority, arising out of or in connection with an act or omission of Vendor or any of its officers, employees, advisors, agents and representatives, in relation to this Clause 38.