

PART 1 — INSTRUCTIONS TO SUPPLIERS FOR INVITATION TO QUOTE (“ITQ”)

1. DEFINITIONS

1.1 Unless the context otherwise requires, the terms referred to in these Instructions to Suppliers shall have the same meaning as that used in the Quotation Conditions of Contract set out in Part 2 of the ITQ. Additionally, the following definitions shall apply unless the context otherwise requires:

(a) “School” means The Visitor in Singapore of The Christian Brothers' Schools, who is the owner of St. Joseph's Institution, and includes any person authorised by the School to act on its behalf.

(b) “Supplier” means a person or his permitted assigns submitting a bid in response to the ITQ to provide the Goods and/or Services, and shall be deemed to include two or more persons if appropriate.

(c) “Proposal” means a Supplier's bid in response to the ITQ.

(d) “Requirement Specifications” means the Requirement Specifications set out in Part 3 of the ITQ.

1.2 Words importing the singular only shall also include the plural and vice versa where the context so requires.

1.3 The headings in these Instructions to Suppliers are for convenience of reference only and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction of these Instructions to Suppliers.

2. SUBMISSION OF PROPOSAL

2.1 Unless otherwise specified by the School, Suppliers shall submit their complete Proposal and such other documents as may be required in the Requirement Specifications as attachments to the email specified in Part 2, Section A of the ITQ.

2.2 All Proposals shall be submitted before the closing date and time of the ITQ as stated in the ITQ Notice.

2.3 Validity Period: Proposals shall remain valid for acceptance for the period stated in **ITQ Requirement Specifications** upon the closing date of the ITQ and during such further period as may afterwards be agreed to separately in writing by the Supplier at the request of the School.

3. COMPLIANCE WITH INSTRUCTIONS

3.1 Only Proposals submitted in accordance with these Instructions to Suppliers shall be considered. Any Proposal which attempts to vary the ITQ, including but not limited to the Quotation Conditions of Contract and the Requirement Specifications, shall be liable to be rejected. In consideration of the Supplier agreeing to abide by these Instructions to Suppliers, the School shall evaluate the Supplier's Proposal fairly and in accordance with the said instructions.

4. CONTRACT PRICE

4.1 Unless expressly excluded by the Requirement Specifications, the rates quoted in the Price Schedule set out in Appendix A of this ITQ shall be deemed to include, but not be limited to, the Supplier's overheads (including but not limited to travelling expenses, transport expenses, employment expenses, tools, plant and cartage) and profits, the costs of complying with all relevant laws and regulatory requirements, all administrative costs, and the supply of all Goods and/or Services and all necessary materials, spares and labour. The said rates shall remain firm for the duration of the Contract. The Supplier shall cater for all reasonable risks and expenses in his pricing.

5. GOODS AND SERVICES TAX (“GST”)

5.1 The Supplier shall **not** include in the rates and prices proposed in his Proposal, the Singapore GST chargeable for the Goods and/or Services required in the ITQ. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Goods and/or Services.

5.2 If the successful Supplier is a taxable person under the Goods and Services Tax Act (Cap. 117A), the School will pay him, in addition to the rates and prices proposed, the GST chargeable on the supply of Goods and/or Services provided pursuant to the ITQ.

5.3 The Supplier shall declare his GST status in his Proposal. He shall clearly indicate whether he is, or whether he will be, a taxable person under the Goods and Services Tax Act. He shall, if applicable, furnish his GST registration number to the School.

5.4 A successful Supplier who declared himself to be a non-taxable person under the Goods and Services Tax Act but who becomes a taxable person after the award of the ITQ shall forthwith inform the School of his change in GST status.

6. ACCEPTANCE OF PROPOSAL

6.1 The School reserves the right to accept **the whole or any part(s)** of the Proposals of **one or more** Suppliers as the School may decide in its absolute discretion, provided that the School shall not exercise this right to —

(a) accept only certain part(s) of a Supplier's Proposal if the Proposal expressly states that it is subject to the condition that the School accepts the whole Proposal; and

(b) accept the Proposals of two or more Suppliers unless all of those Proposals do not expressly state that the Proposal is subject to the condition that the School shall not accept, whether in whole or in part, any other Proposal.

6.2 The School shall be under no obligation to accept the lowest or any Proposal.

6.3 The issue by the School of a Letter of Acceptance or Purchase Order accepting the Supplier's Proposal or part of it shall create a binding Contract on the part of the Supplier to supply to the School the Goods and/or Services. The Contract shall be governed by the Quotation Conditions of Contract set out in Part 2 of the ITQ.

7. NOTIFICATION

7.1 Notification will not necessarily be sent to unsuccessful Suppliers by the School.

8. CORRIGENDA

8.1 The School reserves the right to amend any terms in, or to issue supplementary terms to the ITQ at any time prior to the closing date and time of the ITQ. Such amendments and/or supplementary terms will be published as Corrigenda to the ITQ.

9. OWNERSHIP OF DOCUMENTS

9.1 All documents submitted by the Supplier in response to the ITQ shall become the property of the School. However, intellectual property in the information contained in the Proposal submitted by the Supplier shall remain vested in the Supplier. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Supplier and the School.

10. ALTERATION, ERASURES OR ILLEGIBILITY

10.1 Except for amendments to the entries made by the Supplier himself which are initialled by the Supplier or his authorised representative, Proposals bearing any other alterations or erasures and Proposals in which prices are not legibly stated are liable to be rejected.

11. THE SCHOOL'S CLARIFICATIONS OF THE SUPPLIER'S PROPOSAL

11.1 In the event that the School seeks clarification upon any aspect of the Supplier's Proposal, the Supplier shall provide full and comprehensive responses within 3 working days of the notification from the School seeking such clarification.

12. EXPENSE OF SUPPLIER

12.1 In no case will any expense incurred by the Supplier in the preparation of the Proposal be borne by the School.

13. DISCLAIMER

13.1 The ITQ may not contain all information which Suppliers may require. Suppliers should therefore make their own inquiries and seek such clarifications they think necessary. The School shall not be liable to any Supplier for any information in the ITQ which is incomplete or inaccurate. For the avoidance of doubt, the "information" mentioned in this Clause excludes the Quotation Conditions of Contract and the Requirement Specifications.

14. APPLICABLE LAW

14.1 All Proposals submitted pursuant to the ITQ and the formation of any resulting contracts shall be governed by the laws of the Republic of Singapore.

PART 2 — QUOTATION CONDITIONS OF CONTRACT

Should your offer be accepted, the Terms and Conditions as set out in this Section shall govern the Contract between the School and your company.

1. DEFINITIONS

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

(a) "Contract" includes the School's ITQ Message, the Contractor's Quote Message or offer submitted, these Conditions of Contract, the specifications and samples, Letter of Acceptance or Purchase Order, Order Message or any Orders issued by the School to the Contractor for the supply of the Goods and/or performance of Services.

(b) "Contract Price" means the price exclusive of the Singapore Goods and Services Tax payable to the Contractor for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract and in law.

(c) "Contractor" means the successful supplier who has been awarded the Contract by the School.

(d) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.

(e) "Services" means the work which the Contractor is required to perform under the Contract.

2. SCOPE OF CONTRACT

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

3. DELIVERY

3.1 The Contractor shall deliver the Goods and perform the Services by the Delivery/Performance Date and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the School. The issue of such receipt shall in no way relieve the Contractor from his responsibility for replacing defective or damaged Goods or for rectifying deficient Services under Clause 4 hereof.

4. WARRANTY

4.1 The Warranty Period shall commence on the date of receipt of the Goods and on the date of acceptance of the Services in Singapore. The length of the Warranty Period shall be 12 months or such period as agreed in writing.

4.2 Where during the Warranty Period, any Good(s) is found to be:

(a) Defective in design, materials or workmanship; or

(b) Not in accordance with the Contract or any specifications incorporated in the Contract by written agreement; or

(c) Having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees or specifications published by the Contractor as applicable to the Good(s);

then unless it is shown that the foregoing is caused solely by improper use or mishandling by the School, the Contractor shall, at its own expense (including transportation costs), at the written notification of the School, replace, rectify or completely repair the damaged or defective

Good(s). The Contractor may, in lieu thereof, elect to replace the damaged or defective Good(s).

4.3 If any Service performed is found during the Warranty Period to be deficient, the Contractor shall at the written notification of the School, rectify the same, at the expense of the Contractor within thirty (30) days of receipt of the School's written notification or within such time as mutually agreed in writing between parties.

5. INTENTIONALLY LEFT BLANK

6. PAYMENT

6.1 Within thirty (30) days from the date of invoice or date of receipt of invoice of any Goods delivered and Services performed in accordance with Clause 3.1 of the Contract and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be specified by the School and the School's receipt as referred to in Clause 3.1 of the Contract, the School will make payment to the Contractor of the full value of all Goods so delivered and Services so performed provided that no payment shall be considered as evidence of the quality of any Goods and Services to which such payments relates nor shall it relieve the Contractor from his responsibilities under Clause 4 hereof.

6.2 Where delivery is by consignments, payment will be made within 30 days after delivery of each consignment and the receipt of the documents referred to in Clause 3.1.

7. RIGHTS OF THIRD PARTIES

7.1 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.

8. SUB-CONTRACTING AND ASSIGNING

8.1 The Contractor shall not sub-contract or assign the Contract without the prior written consent of the School.

9. SUSPENSION OR TERMINATION

9.1 The School shall, after giving seven (7) days prior written notice to the Contractor, have the right to suspend or terminate the Contract if the School 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 the School shall pay the Contractor the price of the Goods delivered and accepted by the School as at the date of written notice of termination or suspension. The School shall have title to such Goods delivered and accepted. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the School to the Contractor by reason of this Clause.

9.2 The School shall, without the School being liable therefor in damages or compensation, have the right to terminate the Contract by written notice to the Contractor if the Contractor commits a breach of its contractual obligations under the Contract that is incapable of remedy, or where the breach is capable of remedy, the Contractor does not remedy the breach within seven (7) days of being served with a written notice from the School to do so. The termination shall take effect from the date of the notice of termination.

10. GIFTS, INDUCEMENTS AND REWARDS

10.1 The School may terminate the Contract and 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 the Contract with the School or for showing or forbearing to show favour to any person in relation to any Contract with the School, 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 the School 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*.

11. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

11.1 Nothing in this Contract shall affect any person's right to own or license Background IP. The Contractor shall not deal with any Background IP belonging to the School in any manner other than for the purposes of fulfilling its obligations under this Contract.

11.2 All Foreground IP created by the Contractor, its subcontractor or supplier shall vest in the School. The Contractor shall, by way of present assignment of future IP, do all things necessary to ensure that all Foreground IP is assigned to the School absolutely. The Contractor shall do all such things and to sign and execute all such documents as may reasonably be required in order to perfect, protect or enforce any of the Foreground IP assigned and granted to the School.

11.3 The Contractor shall obtain for and grant to the School and its agent, free of any additional charge, a Singapore, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Contractor, its subcontractor or supplier.

11.4 If the Contractor, its subcontractor or supplier 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 subcontractor or supplier has granted to the School.

11.5 If any licence granted or obtained for Background IP under Clause 11.3 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 the School as soon as possible.

11.6 For the purposes of this Clause 11, the following terms shall be defined as follows:

- (a) **"Background IP"** means IP which is created prior to or independently of this Contract.
- (b) **"Foreground IP"** means IP which results from or is generated pursuant to or for the purpose of this Contract.
- (c) **"IP"** means intellectual property and shall include patents, copyright and industrial design.

12. PROTECTION OF PERSONAL DATA

12.1 The Contractor shall comply, and shall ensure that all of its employees, agents and subcontractors comply, at its own costs, with all of its obligations under the Personal Data Protection Act which arise in connection with this Contract.

12.2 The Contractor shall take all reasonable measures to ensure that Personal Data held in connection with this Contract is protected against loss, and against unauthorised access, use, modification, disclosure or other misuse, and that only authorised personnel have access to the Personal Data.

12.3 The Contractor shall use, and shall ensure that all of its employees, agents and subcontractors use, any Personal Data held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract.

12.4 The Contractor shall immediately notify the School when it becomes aware that a disclosure of Personal Data may be required by law and cooperate at its own costs with the School's reasonable requests and directions.

12.5 The Contractor shall not cause or permit Personal Data obtained or held in connection with this Contract to be transferred outside Singapore, or allow parties outside Singapore to have access to it, without the prior written consent of the School.

12.6 The Contractor shall ensure that all Personal Data obtained or held in connection with this Contract and any copies thereof, regardless of the medium of storage, and which is no longer necessary for the purposes of its performance of this Contract, is destroyed or returned to the School within 7 calendar days. Any Personal Data that is retained by the Contractor after the Personal Data is no longer necessary for the purposes of its performance of this Contract, or without the written authorisation of the School, is a breach of this Contract.

12.7 Termination or expiry of this Contract for whatever cause shall not put an end to the obligations imposed on the Contractor and its employees, servants, agents and subcontractors under this Clause 12.

12.8 In the event of any breach by the Contractor or its employees, servants, agents or subcontractors of this Clause 12, the School is entitled to terminate this Contract forthwith without being liable to the Contractor for any damages or compensation.

12.9 The Contractor shall hold the School harmless and indemnified against all actions, claims and demands, and all related costs and expenses, arising from any act, omission or negligence on the part of the Contractor, its subcontractors, employees or agents in relation to the handling of Personal Data obtained and/or held in connection with this Contract.

12.10 Without prejudice to any other rights or remedies which the School may have, the Contractor agrees that monetary damages is not a sufficient remedy for any breach of this Clause 12 and the School shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction for any actual or threatened breach of this Clause 12.

12.11 For the purposes of this Clause 12, the term "Personal Data" shall mean data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which the Contractor has or is likely to have access.

13. VARIATION

13.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of the School.

14. APPLICABLE LAW

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

14.2 For the avoidance of doubt, until the School issues a Letter of Acceptance, an Order message, or Purchase Order, this document —

(a) is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Goods and/ or Service from any Supplier; and

(b) shall not be construed as providing or implying that a contract will be entered into with any Supplier.

PART 3 — REQUIREMENT SPECIFICATIONS

Please refer to the other attachments to this ITQ Notice.

Note to Suppliers: If bidding for services, Suppliers are advised to adopt National Wage Council's recommendations on wage increment for their workers and to factor in such wage increases into their bid price.