

TERMS AND CONDITIONS

TERMS AND CONDITIONS	COMPLIANCE STATEMENT
<p>1 DEFINITIONS</p> <p>1.1 In these Conditions unless the context otherwise requires:</p> <p>(a) "Authority" (or initial "[Please indicate initial of State/Administration]") shall mean [Please indicate State/Administration name] and shall include any officer authorised by [Please indicate initial of State/Administration] to act on its behalf.</p> <p>(b) "Contract" means any resultant contract and its Annexes between [Please indicate initial of State/Administration] and the successful Tenderer. It includes the Instructions to Tenderers, the Contractor's Tender Proposal, Conditions of Contract, the specifications and samples, Letter of Acceptance, and any Purchase Orders issued by the Authority to the Contractor for the supply of Goods and/or Services.</p> <p>(c) "Goods" means all goods, including technical documentation, parts or units thereof, which the Contractor is required to supply under the Contract.</p> <p>(d) "Services" means the work which the Contractor is required to perform under the Contract.</p> <p>(e) "Tenderer" means a person or his permitted assigns offering to supply the Goods, and shall be deemed to include two or more persons if appropriate.</p> <p>(f) "Contractor" means the successful Tenderer who has been awarded the Contract by the Authority.</p> <p>(g) "Parties" refer to the Authority and the Contractor.</p> <p>(h) "GFE" means Government Furnished Equipment and shall refer to the items which the Authority provides or is required to provide for this Contract.</p> <p>(i) "Person" includes a corporation or an unincorporated association.</p> <p>(j) "Tender Proposal" means the documents submitted by Tenderer in response to the Invitation to Tender</p> <p>(k) "Site Acceptance Test" means the tests Authority conducts in order to test the conformances of the Goods and or Services provided under the contract.</p> <p>1.2 Words importing the singular include the plural and vice versa.</p> <p>1.3 The headings are for convenience only and not for the purpose of interpretation.</p>	

TERMS AND CONDITIONS	COMPLIANCE STATEMENT
<p>2 SCOPE OF CONTRACT</p> <p>2.1 The Contractor shall carry out and complete the supply of all items of Goods and Services in accordance with the Contract. Unless otherwise stated in the Contract, all Goods shall be new and unused.</p> <p>3 DELIVERY AND PERFORMANCE</p> <p>3.1 The Contractor shall deliver the Goods and/or perform the Services at the place(s) in the manner specified in the Contract or in the Purchase Order, provided that:</p> <ul style="list-style-type: none"> (a) if there is any conflict, as to the Performance Date or the manner specified, the Contract shall prevail and (b) the Contractor shall not commence performance or any variable work until he has obtained a Service Request from the Authority for the variable work. <p>3.2 The Contractor shall obtain a receipt therefore from the Authority. The issue of such receipt shall in no way relieve the Contractor from his responsibility for replacing defective or damaged Goods under Clause 4 hereof or re-performing deficient Services.</p> <p>[Note: "Variable work" refers generally to any Service required under the Contract for which the value or quantity cannot be precisely determined at the time of making the Service</p> <p>4 REMOVAL AND REPLACEMENT</p> <p>4.1 The Contractor shall at his own cost and when notified in writing by the Authority, remove and replace the Goods that are found on delivery to be damaged, defective or in any way inferior to approved samples, or not in accordance with the Contract, failing which the Authority shall have the right to purchase replacements elsewhere or to make good any damage in any manner it deems necessary and all costs thereby incurred shall be recoverable from the Contractor by deduction from any money due to the Contractor under the Contract.</p> <p>5 PAYMENT</p> <p>5.1 The Authority will make payment in accordance with the payment milestones in Annex [____]. Within thirty days of completion of each payment milestone, and upon presentation by the Contractor of the Authority's Service Request(s), if any, and his bills in accordance with such means and in such format as may be specified by the Authority and the Authority's receipt as referred to in Clause 3.1 of the Contract, the Authority will make payment to the Contractor of the full value of all Services so performed provided that no payment shall be considered as evidence of the quality of any Services to which such payment</p>	

TERMS AND CONDITIONS	COMPLIANCE STATEMENT
<p>relates. The Authority will not make payment for any variable work performed without a Service Request having been obtained and presented. The contractor will not be paid for / shall not accept any works or supplies that exceed contract value unless he obtains a variation order or a new contract is signed.</p> <p>5.2 Where delivery is by consignments, payment will be made within 30 days after delivery of each consignment and the receipt of the above documents.</p> <p>5.3 If the Contractor requests for payment to be made by telegraphic transfer to a bank account outside of the country of Authority, the Contractor shall provide the Authority with all the information required for such payment to be made, including but not limited to the beneficiary's name, bank account number, bank name and bank address, and all fees and charges imposed by the bank for such telegraphic transfer shall be borne by the Contractor and shall be deducted from the amount to be paid to the Contractor.</p> <p>5.4 Without limiting the Authority's right under the Contract, the amount of any payment or debt owed by the Contractor to the Authority under the Contract may be deducted by the Authority from any monies payable by the Authority to the Contractor pursuant to this Contract.</p> <p>5.5 To facilitate prompt payment, all bills should be send to the following address:</p> <p>[Please indicate contact information of the Authority for billing purpose]</p>	
<p>6 RIGHTS OF THIRD PARTIES</p>	
<p>6.1 A person who is not a party to this Contract shall have no right to enforce any of its terms.</p>	
<p>7 GIFTS, INDUCEMENTS AND REWARDS</p>	
<p>7.1 The Authority 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 to 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 Authority or for showing or forbearing to show favour to any person in relation to any Contract with the Authority, 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).</p>	
<p>8 DELAY IN DELIVERY AND PERFORMANCE</p>	
<p>8.1 Subject to Clause 14, if the Contractor fails to deliver any item of</p>	

TERMS AND CONDITIONS	COMPLIANCE STATEMENT
<p>Goods and/or complete the performance of Services by the date specified in the Contract, the Authority shall have the right -</p> <p>(a) to cancel all or any such items of Goods and/or Services from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or</p> <p>(b) to deduct from any moneys due or to become due to the Contractor or require the Contractor to pay, a sum calculated at the rate of [please indicate unit of currency] [please indicate sum] per day (including Sundays and Public Holidays), as liquidated damages for every day of delay until the Goods are delivered and/or the Services are performed.</p> <p>Provided that the recovery of such increased costs aforesaid shall be limited to the quantity of such Goods and/or Services as is purchased or obtained, not exceeding the quantity stated in the Contract, from other sources after the Contractor's failure as aforesaid but within three months of the expiry of the Contract.</p>	
<p>9 SUB-CONTRACTING AND ASSIGNING</p>	
<p>9.1 The Contractor shall not sub-contract or assign the Contract without the written consent of the Authority.</p>	
<p>10 APPLICABLE LAW</p>	
<p>10.1 The Contract shall be deemed to be made in the country of Authority and shall be subject to, governed by and interpreted in accordance with the [Please indicate laws to be used for this purpose] for every purpose.</p>	
<p>11 SUSPENSION OR TERMINATION</p>	
<p>11.1 The Authority shall, after giving seven (7) days prior written notice to the Contractor, have the right to suspend or terminate the Contract if the Authority is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the country of Authority. Neither party shall be liable to the other by reason of such suspension or termination save that the Authority shall pay the Contractor the price of the Goods delivered and/or the Services performed and accepted by the Authority and in the event of termination, costs for works-in-progress (but not including anticipated profits) which have been incurred prior to the termination. The Authority shall have title to such Goods delivered and accepted and any materials paid for. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Authority to the Contractor by reason of this Clause.</p>	

TERMS AND CONDITIONS	COMPLIANCE STATEMENT
<p>12 WARRANTY</p> <p>12.1 The Warranty Period shall commence on the date of receipt of the Goods or date of acceptance of Services. The length of the Warranty Period shall be twelve (12) months or such period as agreed in writing.</p> <p>12.2 Where during the Warranty Period, any Goods is found to be:</p> <ul style="list-style-type: none"> (a) Defective in design, materials or workmanship; or (b) Not in accordance with the Contract or any specifications incorporated therein by reference or otherwise; 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 set forth in the Contract or specifications published by the Contractor as applicable to the Goods; <p>then unless it is shown that the foregoing is caused solely by improper use or mishandling by the Authority, the Contractor shall, at its own expense (including transportation costs), at the written notification of the Authority, replace, rectify or completely repair the same, within [please indicate days / weeks / months], which shall commence from the receipt by the Contractor of the damaged or defective Goods and end upon the receipt of the replaced, rectified or repaired Goods by the Authority. The Contractor may, in lieu thereof, elect to replace the damaged or defective Goods. Any replacement Goods shall be subject to the same acceptance tests as the Goods it replaces and any repaired Goods shall be subject to such parts of the said acceptance tests as are necessary to ascertain that the repaired Goods is acceptable. The Warranty Period for the replacement or repaired Goods shall be extended by a period equivalent to the period commencing from the date of the said notification to the date of acceptance of the repaired/replaced Goods by the Authority. In the event that the Warranty Period (after such extension) outstanding at the date of such acceptance is less than one month, the Warranty Period shall be extended by a further period of one month.</p> <p>12.3 If any Service performed is found during the Warranty Period to be deficient, the Contractor shall at the written notification of the Authority, re-perform the same, at the expense of the Contractor within [please indicate days / weeks / months], which shall commence from the said notification and end upon the completion of the re-performed Service. The Warranty Period for the re-performed Service shall be extended by a period equivalent to the period commencing from the date of the said notification to the date of completion of the re-performed Service. In the event that the Warranty Period (after such extension) outstanding at the date of such completion is less than one month, the Warranty Period shall be extended by a further period of one month.</p>	
<p>13 TITLE AND RISK</p>	

TERMS AND CONDITIONS	COMPLIANCE STATEMENT
<p>13.1 Title to the Goods shall pass from the Contractor to the Authority upon successful completion of the Site Acceptance Test (or upon delivery if there is no Site Acceptance Test). The risk of loss or damage to the Documentation shall pass upon delivery. However, the risk of loss or damage to the Goods shall only pass from the Contractor to the Authority after the receipt of the Goods by the Authority.</p>	
<p>13.2 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 completed Goods are delivered to the Authority.</p>	
<p>13.3 Title to GFE and all other property at any time furnished by the Authority to the Contractor for the performance of this Contract shall at all times remain with the Authority.</p>	
<p>13.4 Risk of loss or damage to the GFE and all other property at any time furnished by the Authority to the Contractor shall vest in the Contractor from the moment the Contractor takes delivery of the GFE or such other property until such time as the GFE or such other property is delivered to the Authority.</p>	
<p>14 FORCE MAJEURE</p>	
<p>14.1 Force Majeure means:</p> <ul style="list-style-type: none"> (a) Act of God; (b) war, act of foreign enemies; (c) riot, civil commotion; (d) strike, lockout, other labour disturbance (including those involving the Contractor's employees); or (e) any other circumstances beyond the control of the Contractor or which, in the absence of this Clause, will operate to frustrate this Contract. 	
<p>14.2 Where the Contractor is prevented from or delayed in performing any of its obligations under this Contract ("the Affected Obligation") by a Force Majeure event, this Contract shall not be frustrated but, if:</p> <ul style="list-style-type: none"> (a) the said Force Majeure event is beyond the reasonable expectation of the Parties and the Contractor cannot reasonably be expected to have avoided or overcome it or its effect; and (b) the Contractor has notified the Authority in writing within seven (7) days; <p>the Contractor shall be given such extension of time in respect of the performance of the Affected Obligation(s) as may be reasonable</p>	

TERMS AND CONDITIONS	COMPLIANCE STATEMENT
<p>having regard to the duration of the Force Majeure event, the effect of the Force Majeure event on the Contractor's operations and the Contractor's duty to mitigate the consequences of any delay caused by the Force Majeure event. The Contractor's duty in respect of all other obligations under this Contract shall remain unaffected by any such extension of time.</p>	
<p>14.3 If the extensions of time granted under this Clause exceed a period of thirty (30) days in the aggregate, the Authority may terminate this Contract by giving seven (7) days' prior written notice to the Contractor without being liable therefore in damages or compensation.</p>	
<p>15 RIGHTS OF THE AUTHORITY IN THE EVENT OF DEFAULT BY THE CONTRACTOR</p>	
<p>15.1 If the Contractor defaults in his performance of this Contract, the Authority may issue a notice of default to the Contractor informing the Contractor of its default. The Contractor shall, within thirty (30) days of the date of the notice of default, remedy the default. If the Contractor fails to do, the Contractor shall be taken to have repudiated the Contract and the Authority shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without the Authority being liable therefor in damages or compensation. The said termination shall take effect from the date of the notice of termination.</p>	
<p>15.2 In the event of termination under Sub-Clause 15.1 above, the Authority shall have the right to purchase from other sources all the Goods and/or Services which remains undelivered or unperformed at the time of termination or similar Goods and/or Services and all increased costs reasonably incurred by the Authority shall be recoverable from the Contractor.</p>	
<p>16 VARIATION OF CONTRACT</p>	
<p>16.1 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 Authority.</p>	
<p>17 INTELLECTUAL PROPERTY RIGHTS</p>	
<p>17.1 The Contractor warrants that the Goods do not infringe any copyrights, and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, know how and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields (hereinafter referred to as "Intellectual Property"). The Contractor shall indemnify the Authority and its officers or departments against all Intellectual Property infringement claims including any costs, charges and expenses in respect thereof.</p>	

TERMS AND CONDITIONS	COMPLIANCE STATEMENT
<p>18 CONFIDENTIALITY AND SECURITY</p> <p>18.1 Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any purchases made in this Contract or any provisions thereof or any information issued or furnished by or on behalf of the Authority in connection therewith to any person.</p> <p>18.2 In addition to the foregoing, the Contractor shall not make use of any information obtained directly or indirectly from the Authority 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 the Authority.</p> <p>18.3 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 the Authority.</p>	
<p>19 TAXES, FEES AND DUTIES</p> <p>19.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable under the [Please indicate laws to be used for this purpose], by the Contractor or its employees, including the Contractor's resident engineers and inspectors (if applicable), in carrying out its obligation under the Contract.</p> <p>19.2 If the Authority 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 the Authority may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments, the Contractor hereby authorises the Authority to comply with the terms of the said request.</p>	
<p>20 GOVERNMENT REGULATIONS</p> <p>20.1 The Contractor shall, at its own costs, obtain and maintain all licence and authorisations, including export licences and permits and other governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfill all its obligations under the Contract.</p>	
<p>21 ALTERATION OF SPECIFICATIONS</p> <p>21.1 Within thirty (30) days after receipt of any request from the Authority to alter the Specifications, the Contractor shall evaluate the requested alteration and inform the Authority of the effect of such</p>	

TERMS AND CONDITIONS	COMPLIANCE STATEMENT
<p>alteration, if any, on the price/cost, design and/or performance of the Goods and/or Services and/or in the period required for delivery. If the Authority decides to accept the Contractor's proposal, the Parties shall execute a variation to the Contract in accordance with Clause 16.</p>	
<p>22 SITE ACCEPTANCE TESTS</p>	
<p>22.1 The Contractor shall conduct all tests in accordance to the Site Acceptance Test Plan and Procedures as set out in Annex [] to verify and demonstrate that the Goods meet the Specifications as set out in Annex [] of the Contract.</p>	
<p>22.2 The Authority shall have the right to attend and scrutinise each Site Acceptance Test.</p> <p>PROVIDED that where no representative is appointed to attend the Site Acceptance Test(s), the Contractor shall have the right to proceed with the Site Acceptance Test(s) in the absence of the authorized representatives of the Authority.</p>	
<p>22.3 Upon the satisfactory completion of each Site Acceptance Test, the Contractor shall issue an Acceptance Test Certificate which shall be signed by the Authority and the Contractor respectively.</p> <p>PROVIDED that where no authorized representative is appointed to attend the Acceptance Test(s), the Site Acceptance Test Certificate(s) shall be issued under the hand of the Contractor only.</p>	
<p>22.4 The Contractor shall notify the Authority about the Site Acceptance Test at least one (1) month prior to the conduct of the Site Acceptance Test.</p>	
<p>22.5 The Contractor shall provide all necessary labour, facilities and equipment required and bear all costs for the performance of the Site Acceptance Tests.</p>	
<p>22.6 The Authority shall not be under any obligation to accept the delivery of the Goods which have not satisfactorily passed the Site Acceptance Tests under the Contract. In the event that any deficiency in the Goods becomes evident, such deficiencies shall be immediately corrected by the Contractor. The cost of the remedial or corrective action shall be borne by the Contractor. After such correction, the unsuccessful tests shall be repeated together with any other tests deemed necessary to confirm that said deficiencies have been cleared and that previous tests have not been affected. In any event, the affected Goods shall not be delivered to the Authority before correction of the deficiencies.</p>	
<p>22.7 The result of the Site Acceptance Tests shall be properly documented by the Contractor and submitted to the Authority within five (5) days after successful completion of the Acceptance Tests.</p>	

TERMS AND CONDITIONS	COMPLIANCE STATEMENT
<p>23 INDEMNIFICATION OF AUTHORITY / GOVERNMENT AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES</p> <p>23.1 In the event of the Authority (including for this purpose every officer and department thereof) being held liable for damages arising out of any claim by any workman or employee employed by the Contractor in and for the performance of the Contract, the Contractor shall indemnify the Authority, its officers or departments against such claim and any costs, charges and expenses in respect thereof,</p> <p>PROVIDED the same is not caused by the gross negligence or willful default of the Authority, its officers or agents.</p>	
<p>24 MEDIATION CLAUSE</p> <p>24.1 Notwithstanding anything in this Contract, in the event of any dispute, claim, question or disagreement arising out of or relating to this Contract, or the breach thereof no Party shall proceed to any form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation.</p> <p>24.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 24.1.</p> <p>24.3 Failure to comply with Clause 24.1 or 24.2 shall be deemed to be a breach of contract.</p> <p>24.4 The procedures to be adopted in the mediation process shall be in accordance with the laws, rules or regulations of the Contracting State or their respective mediation centres as specified in the Individual Service Contract.</p> <p>24.5 In case the Contracting State has no existing or in placed laws, rules or regulations on mediation procedures, it can select or appoint another State, who is also a member of the APAC CRV, or otherwise determined by the Contracting State, to conduct the mediation process in accordance with the latter State's laws, rules or regulations.</p>	
<p>25 ARBITRATION</p> <p>25.1 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in the English language in accordance with the [Please indicate arbitration law/procedure to be used for this purpose]</p> <p>25.2 The procedures to be adopted in the arbitration process shall be in accordance with the laws, rules or regulations of the Contracting State or their respective arbitration centres.</p> <p>25.3 In case the Contracting State has no existing or in placed laws, rules or regulations on arbitration procedures, it can select or appoint</p>	

TERMS AND CONDITIONS	COMPLIANCE STATEMENT
<p>another State, who is also a member of the APAC CRV, or otherwise determined by the Contracting State, to conduct the arbitration process in accordance with the latter State's laws, rules or regulations.</p>	
<p>26 CONSORTIUM</p>	
<p>26.1 As used in this Contract, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.</p>	
<p><i>Joint and Several Responsibility</i></p>	
<p>26.2 Each member of the Consortium shall be jointly and severally responsible to the Authority for the due performance of the Contract.</p>	
<p><i>Addition of members to Consortium</i></p>	
<p>26.3 Any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.</p>	
<p>26.4 Should additional member(s) be added to the Consortium at any time with the approval of the Authority, he or they shall be deemed to be included in the expression 'the Contractor'.</p>	
<p><i>Withdrawal from Consortium</i></p>	
<p>26.5 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:</p> <ul style="list-style-type: none"> (i) this Contract shall continue and not be dissolved, and (ii) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract. 	
<p>27 JOINT & SEVERAL LIABILITY</p>	
<p>27.1 If the Contractor is a joint venture or joint venture partnership, the individual companies or partners comprising the Contractor shall be deemed jointly and severally liable to the Authority under this Contract.</p>	
<p>28 COMMENCEMENT AND DURATION OF CONTRACT</p>	
<p>28.1 This Contract shall commence on [date] and shall remain in force [until (date)] (Contract Term).</p>	