



TENDER FOR

PROVISION OF NETWORK INFRASTRUCTURE PREVENTIVE MAINTENANCE SERVICES FOR SCHOOL OF THE ARTS, SINGAPORE

Name of Tenderer	:	_____
Closing Date/Time	:	11 February 2026 at 1400 hours
Submit To	:	Tender Submission Box 2 Level 2, Beside Security Counter

Singapore Arts School Ltd
Co. Reg. No. 200500775C
1 Zubir Said Drive
Administration Office #05-01
Singapore 227968

Tel: 6338 9663
Fax: 6338 9763

Our Ref : **SAS/OP/2025/017/T**

16 January 2026

Dear Sir/Mdm,

INVITATION TO TENDER (ITT) - PROVISION OF NETWORK INFRASTRUCTURE PREVENTIVE MAINTENANCE SERVICES FOR SCHOOL OF THE ARTS, SINGAPORE (ITT REFERENCE NO: SAS/OP/2025/017/T)

1. **Singapore Arts School Ltd. (SAS)**, the company that manages the **School of the Arts, Singapore (SOTA)**, governed by the Ministry of Culture, Community and Youth (MCCY), invites proposals for the Tender for **Provision of Network Infrastructure Preventive Maintenance Services** at 1 Zubir Said Drive, Singapore 227968 as described in the attached documents.
2. You must submit your proposal and any accompanying information to our **Tender Submission Box 2 at Level 2, beside Security Counter at 1 Zubir Said Drive, Singapore 227968 by 11 February 2026, 1400 hours Singapore Time**. All late and/or incomplete submissions will be disqualified.
3. The documents enclosed in this ITT includes:
 - a) Part 1 - Section A
 - Instruction to Tenderers
 - Form of Tender
 - b) Part 1 - Section B: Conditions of Contract
 - Schedule 1: Payment Terms
 - Schedule 2: Intentionally Left Blank
 - Schedule 3: Form of Agreement
 - Schedule 4: Intentionally Left Blank
 - Schedule 5: Undertaking to Safeguard Official Information
 - Schedule 5A: Declaration
 - Schedule 6: Intentionally Left Blank

School of the Arts Singapore

1 Zubir Said Drive, Administration Office #05-01 Singapore 227968



SOTA.EDU.SG



/SOTA.SG



@SOTASG



@SOTASG

Phone +65 63389663
Facsimile +65 63389763

CRN:200500775C

Singapore Arts School Ltd
 Co. Reg. No. 200500775C
 1 Zubir Said Drive
 Administration Office #05-01
 Singapore 227968

Tel: 6338 9663
 Fax: 6338 9763

- Schedule 7: Undertaking by OEM
- c) Part 1 - Section C: Conditions of System Software Support and Hardware Maintenance
 - Schedule 8: Liquidated Damages
- d) Part 2 - Requirement Specifications
 - Annex A-1: Cisco Network Equipment
 - Annex A-2: Palo Alto Firewall Equipment
- e) Part 3 - Schedule of Price
- f) Part 4 - Selection Criteria
- g) Part 5 - Statement of Compliance

4. The Invitation to Tender must be submitted by the Tenderer's authorised representatives.

5. An **Online Tender Briefing** for the tender requirements and documents submission will be held on **23 January 2026, 1030 hours Singapore Time** via Microsoft Teams.

6. A **Site-show session** is **mandatory** for tenderers to understand the requirement specifications at our school compound on **26 January 2026**, at **1000 hours** Singapore Time onwards at 1 Zubir Said Drive, Level 2 Security counter. Each tenderer may only register up to two staff for the site-show session and comply to SAS's safe entry measures at all times.

7. **Attendances are mandatory for both the Tender Briefing and Site-show participation in Tender.**

Singapore Arts School Ltd
 Co. Reg. No. 200500775C
 1 Zubir Said Drive
 Administration Office #05-01
 Singapore 227968

Tel: 6338 9663
 Fax: 6338 9763

8. Tenderers must fill in the registration form [here](https://forms.gle/iZsuQSeHgWEKf9jM6) (<https://forms.gle/iZsuQSeHgWEKf9jM6>) to confirm their attendances for the **Online Tender Briefing** and **Site-show Session** no later than **22 January 2026, 1200 hours Singapore Time**.
9. Details of the Microsoft Teams Meeting will be provided after we receive your briefing registration.
10. All enquiries regarding this Invitation to Tender should be made in writing and directed to:

(a) Tender Matters	: Ms Lee Suling, Direct line: 63425856 &
Email	: procurement@sota.edu.sg
(b) Requirement Specifications	: Mr Raymond Chiang,
	Direct Line: 63425867 &
Email	: otm@sota.edu.sg
11. No oral representation must be binding on SAS or construed as varying or adding to any part of this Invitation to Tender.
12. SAS accepts original Tender Documents Submission and strictly without any alteration to the content and format.
13. Only shortlisted Tenderers will be invited for a presentation.

Yours sincerely
 (No Signature Required)
 Lee Suling,
 SENIOR EXECUTIVE, OFFICE OF PROCUREMENT for CHIEF EXECUTIVE OFFICER
 SINGAPORE ARTS SCHOOL LTD

TABLE OF CONTENT

		<u>PAGE</u>
PART 1.	SECTION A INSTRUCTION TO TENDERERS FORM OF TENDER	IT/1 to IT/11 FOT/1 to FOT/3
	SECTION B CONDITIONS OF CONTRACT	COC/1 to COC/38
	<ul style="list-style-type: none"> • Schedule 1: Payment Terms • Schedule 2: Intentionally Left Blank • Schedule 3: Form of Agreement • Schedule 4: Intentionally Left Blank • Schedule 5: Undertaking to Safeguard Official Information • Schedule 5A: Declaration • Schedule 6: Intentionally Left Blank • Schedule 7: Undertaking by OEM 	
	SECTION C CONDITIONS OF SYSTEM SOFTWARE SUPPORT AND HARDWARE MAINTENANCE	COSH/1 to COSHM/15
	<ul style="list-style-type: none"> • Schedule 8: Liquidated Damages 	
PART 2.	REQUIREMENT SPECIFICATIONS	RS/1 to RS/17
	<ul style="list-style-type: none"> • Annex A-1: Cisco Network Equipment • Annex A-2: Palo Alto Firewall Equipment 	
PART 3.	SCHEDULE OF PRICE	SOP/1 to SOP/3
PART 4.	SELECTION CRITERIA	SC/1
PART 5.	STATEMENT OF COMPLIANCE	SOC/1 to SOC/12

Part 1 - Section A

INSTRUCTION TO TENDERERS

**TENDER FOR PROVISION OF NETWORK INFRASTRUCTURE PREVENTIVE MAINTENANCE SERVICES
FOR SCHOOL OF THE ARTS, SINGAPORE**

INSTRUCTION TO TENDERERS

1. The Tender Submission MUST comprise the following Tender documents:
 - a) Part 1-Section A, Section B and Section C, Part 2, Part 3, Part 4 and Part 5
 - b) Schedules 1, 3, 5, 5A, 7 and 8
 - c) Annexes A-1 and A-2
 - d) Company Profile
 - e) Professional Certification in:
 - Palo Alto Firewall Equipment
 - Cisco Network Equipment
 - f) Proposed Maintenance Schedule between 1 April 2026 to 31 October 2027 (19 months)
 - g) Sample of Maintenance Report
 - h) Client and Track Records for past three (3) years
 - i) At least three (3) relevant local references for projects of similar nature and scope undertaken in the past two (2) years
 - j) Two (2) most recent Audited Financial Statements or Latest Statement of Accounts
2. Tenderers must submit 2 full sets of Tender documents in hardcopy. One set is to be marked "Original" and the other marked "Duplicate" and endorsed with company stamp and authorised signatory on every page.
3. Tender documents must be submitted to the "**TENDER SUBMISSION BOX 2**" located at **Level 2, beside security counter by 11 February 2026 (1400 hours)** in sealed envelope(s) with the following marked :

TO: OFFICE OF PROCUREMENT

**TENDER FOR PROVISION OF NETWORK INFRASTRUCTURE PREVENTIVE MAINTENANCE
SERVICES FOR SCHOOL OF THE ARTS, SINGAPORE**

TENDER REFERENCE: SAS/OP/2025/017/T

School of the Arts, Singapore
1 Zubir Said Drive Administration Office #05-01
Singapore 227968

4. All Tender documents appended with conditions other than those set out herein and/or at variance thereto shall be invalidated.
5. Any items which the Tenderer considers to have no value shall be marked with dashes or other suitable marks placed against them in the cash columns. Any items not priced and without dashes or other suitable marks shall be deemed to be no value.
6. Incomplete Tender submission or submission of which are found not meeting the full requirements will not be considered.

7. Any doubt as to the meaning of any part of these Tender documents may be clarified with SAS's representative.
8. Tenderers shall note that the award of the Contract may not necessarily be the lowest quotes of any proposal and any claims for expenses incurred in the preparation of this Tender will not be entertained. SAS may choose to award the Tender in whole or in parts.
9. All Tenders submitted shall be deemed to be valid for a period of 90 days from the date of submission thereof.
10. Before the submission of their Tenders, Tenderers must attend the Online Tender Briefing and Site-show to acquaint themselves thoroughly with the requirements, conditions and all aspects of the tender which may affect the works under this contract. Any unforeseen difficulties and works for which provision has not been made in the Tender price quoted will under no circumstance relieve the Tenderers from the full performance of this contract.
11. A "NIL" return of the Tender submission is not acceptable.
12. Tenderers are also reminded that Conditions of Contract (Part 1-Section B), Conditions of System Software Support and Hardware Maintenance (Part 1-Section C) and Requirement Specifications (Part 2) attached herein must be strictly adhered to unless specified that SAS accepts alternative proposed.
13. The Contract Price submitted shall be exclusive of any Goods and Services Tax (hereinafter referred to as GST) under the Goods and Services Tax Act Singapore.

CONFIDENTIAL**PARTICULARS OF TENDERER**

All sections are mandatory to fill up

Note : From IT/4 onwards, if the space provided is insufficient, please continue on an extension page setting out the required data in a similar manner.

1 REGISTERED BUSINESS NAME AND ADDRESS OF FIRM/COMPANY

Full Business Name :
Registered Address :
Correspondence Address :
Telephone Number :
Fax Number :
GST Registration : Yes / No (please circle one)
GST Registration No. :
Date and Number of Business Registration :
Date of Incorporation :
Form of Business :
Name (as in NRIC/FIN) and Designation of Authorised Representative

2 CAPITAL

a) If Partnership to state the capital set aside for business

Capital Set Aside : _____

b) If Limited Company, to state the authorised and paid-up capital

Paid-up Capital : _____

c) Extracted from two (2) most recent Audited Financial Statements or Latest Statement of Accounts

- i. Company with an annual revenue less than S\$5 million, to submit company endorsed Statement of Account.
- ii. Company with an annual revenue S\$5 million or more, to submit Audited Financial Statement

Latest Audited Financial Statements/ Statements of Account

Please submit Audited Financial Statements or Statements of Account

Annual Report Year and Descriptions	Financial Year 20____	Financial Year 20____
Paid-Up Capital (S\$)		
Current Assets (S\$)		
Current Liabilities (S\$)		
Non-Current Assets (S\$)		
Non-Current Liabilities (S\$)		
Total Revenue (S\$)		
Net Profit / Loss (S\$)		

3 **REGISTRATION WITH GOVERNMENT SUPPLIER REGISTRATION (GSR) – CONTRACTOR REGISTRATION SYSTEM INFORMATION**

GSR Head (with date of expiry if applicable)	Head Title	Financial Category / Grade

4 **DEBARMENT/SUSPENSION/PROHIBITION (OR ANY FORM OF EXCLUSION OR EQUIVALENT, IF ANY)**

Name of Authority/ Regulatory Body or Equivalent	Reasons for Debarment /Suspension/Prohibition or any form of exclusion or equivalent, if any	Effective Date of Debarment/ Suspension/Prohibition or any form of exclusion or equivalent, if any	
		From DD/MM/YYYY	To DD/MM/YYYY

5

DETAILED PARTICULARS OF PARTNERS/COMPANY DIRECTORS

FULL NAME/ DESIGNATION	WORKING EXPERIENCE

6

PARTICULARS AND EMPLOYMENT HISTORY OF PROFESSIONAL/ SUPERVISORY/ TECHNICAL STAFF

	S/NO	NAME	QUALIFICATION	INSTITUTION	YEAR AWARDED	RELEVANT WORKING EXPERIENCE (WITH POST HELD & RESPONSIBILITIES)
1	<u>PROFESSIONAL</u> Degree Holder or Equivalent					
2	<u>SUPERVISORY</u> Diploma Holder or Equivalent					
3	<u>TECHNICAL</u> Trade Certificate Holder					

If space provided above is insufficient, please continue on an extension page setting out the required data in a similar manner

7

CONTRACTS SECURED IN THE LAST 3 YEARS (EXCLUDE PROJECTS MENTIONED IN ITEM 8, IT/9)

S/N	PROJECT TITLE AND DESCRIPTION OF PROJECT#	CLIENT (Organisation, Department and Address)	DURATION & VALUE OF CONTRACT (S\$)	DATE OF COMMENCEMENT & COMPLETION (DD/MM/YY TO DD/MM/YY)	OFFICER-IN-CHARGE (JOB TITLE, DESIGNATION, EMAIL, TEL & FAX NO.)
Contract/s of similar service and scale					
Other Project/s					

If space provided above is insufficient, please continue on an extension page setting out the required data in a similar manner.

With reference to Firm/Company stated in Page IT/3, Item 1.

8

DETAILS OF CURRENT PROJECTS IN PROGRESS OR DUE TO BE EXECUTED (EXCLUDE PROJECTS MENTIONED IN ITEM 7)

S/N	PROJECT TITLE AND DESCRIPTION OF PROJECT#	CLIENT (Organisation, Department and Address)	DURATION & VALUE OF CONTRACT (S\$)	DATE OF COMMENCEMENT & COMPLETION (DD/MM/YY TO DD/MM/YY)	OFFICER-IN-CHARGE (JOB TITLE, DESIGNATION, EMAIL, TEL & FAX NO.)
Project/s of similar service and scale					
Other Project/s					

If space provided above is insufficient, please continue on an extension page setting out the required data in a similar manner.

With reference to Firm/Company stated in Page IT/3, Item 1.

9

CONTACT DETAILS FOR REFERENCE CHECK

S/N	CONTRACT TITLE AND DESCRIPTION OF CONTRACT#	CLIENT (ORGANISATION, DEPARTMENT AND ADDRESS)	OFFICER-IN-CHARGE (NAME & DESIGNATION)	OFFICER-IN-CHARGE (EMAIL)	OFFICER-IN-CHARGE (TEL NO.)

If space provided above is insufficient, please continue on an extension page setting out the required data in a similar manner.

With reference to Firm/Company stated in IT/3, Item 1.

10 DECLARATION

I/We declare that the information provided in this tender offer (including the prescribed forms) are correct and true.

I/We hereby undertake to inform SAS of any changes of partnership/director or firm/company taking place during the term of the Contract.

I/We agree that SAS may conduct reference checks with any of our past and existing clients that I/we have provided in item 7, 8 and 9.

NAME AS IN NRIC/FIN AND SIGNATURE

DATE

(AUTORISED REPRESENTATIVE)

COMPANY STAMP**IMPORTANT NOTES :**

- (a) All items in Part 1-Section A, Section B (Schedule 3, 5, 5A and 7), Part 3 and Part 5 must be filled. Any items which are not applicable should be clearly stated. Incomplete forms shall render the Tender to be rejected.
- (b) All forms submitted must be signed by an Authorised Representative with company stamp and signatory on every page. The Authorised Representative should be the partner or director of the firm/company and legally empowered to act and endorse on behalf of the firm/company.
- (c) For a Partnership Firm, the forms must be accompanied by the latest copy of computer information (Business Profile) from the Accounting and Corporate Regulatory Authority (ACRA).
- (d) For a Limited Company, the forms must be accompanied by a Memorandum and Articles of Association and the latest copy of computer information (Business Profile) from ACRA.
- (e) Tenderer who fails to attach items as specified in (c) and (d) as indicated above and any other required supporting documents may render the Tender to be rejected.

Part 1 - Section A

FORM OF TENDER

FORM OF TENDER

TO: SINGAPORE ARTS SCHOOL LIMITED

TENDER FOR PROVISION OF NETWORK INFRASTRUCTURE PREVENTIVE MAINTENANCE SERVICES FOR SCHOOL OF THE ARTS, SINGAPORE FOR A PERIOD OF NINETEEN (19) MONTHS

1. I/We, the undersigned having visited the site, hereby submit this **Tender for Provision of Network Infrastructure Preventive Maintenance Services for School of the Arts, Singapore between 1 April 2026 to 31 October 2027** as specified in this Tender document in accordance with the Conditions of Contract (Part 1-Section B), Conditions of System Software Support and Hardware Maintenance (Part 1-Section C), Requirement Specifications (Part 2) and Statement of Compliance (Part 5) as attached hereto, to the entire satisfaction of the Company.
2. My/Our Total Tender for the Contract is for Total Amount ("the Contract Price") of: Singapore Dollars _____ (S\$ _____)
*(*Amount brought forward from Part 3. Schedule of Price, SOP/2, The Contract Price is deemed to exclude the Goods and Services Tax "GST")*
3. Until a formal Agreement is executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us.
4. I/We understand that you are not bound to accept the lowest of any submitted Tender you may receive.
5. I/We further undertake that this offer shall not be retracted or withdrawn for a period of ninety (90) days from the date fixed for receiving the same and it shall remain binding upon me/us, and may be accepted or rejected at any time before the expiration of that period.
6. I/We understand that the Contract Period shall commence within ninety (90) days of the tender validity.
7. I/We understand that the if my/our Tender is accepted, I/We shall provide insurance coverage to indemnify the Company against all liabilities or claims for damages and/or injuries to my/our workmen or public as follows:

Insurance Coverage

- a) Public Liability Policy :
 - i) In respect of any one accident the sum, of at least Singapore Dollars One Million Only (S\$1,000,000.00);
 - ii) For any one accident and for an unlimited number of accidents for any one period;
 - iii) Must be taken out and maintained at my/our cost and expense in the joint names of the Company and myself/ourselves with a reputable insurance company in Singapore;
 - iv) Singapore Arts School Limited should be clearly specified as part of the covered party whilst the contract is still valid; and
 - v) Coverage for damage to Persons and Property.

b) Workmen's Compensation Policy in accordance with Work Injury Compensation Act.

i) I/We shall at all times observe and ensure compliance with Workplace Safety and Health Act, Work Injury Compensation Act, including all other applicable laws, regulations and requirements of any government or regulatory authority relating to safety, and bear all costs and expenses connected with the observance and compliance of the same.

c) The insurance coverage is to be purchased from an insurance company approved by the Company within fourteen (14) days from the date of the letter of acceptance.

8. I/We warrant that I/We have obtained and shall at all times during the subsistence of the Contract (including any renewal thereof) maintain all necessary licenses, approvals, permits, consents and/or other authorisation required by the Tender in order to fully perform and complete the works.

9. I/We shall at all times observe and ensure compliance with Workplace Safety and Health Act, Work Injury Compensation Act, including all other applicable laws, regulations and requirements of any government or regulatory authority relating to safety, and bear all costs and expenses connected with the observance and compliance of the same.

10. I/We understand that the Contract Period for nineteen (19) months commencing from 1 April 2026 to 31 October 2027.

11. I/We agree to commence the Services on the date specified in the Company's Letter of Acceptance.

12. I/We understand that the Contract Price shall be paid to the Contractor as per Part 3 - Schedule of Price (Part 1-Section B, Schedule 1, COC/30).

13. I/We have not included any allowance in this Tender for payment to other Tenderers or to any Trade, Industry or Professional organisation acting independently or for or on behalf of any or all Tenderers.

14. I/We have read and understood all Conditions of Contract (Part 1-Section B), Conditions of System Software Support and Hardware Maintenance (Part 1-Section C) and Requirement Specifications (Part 2) and their relation to the Schedule of Price (Part 3) and confirm that this Total Amount as quoted in the Form of Tender (Part 1-Section A, FOT/2 Point 2) shall include all items related to all documents as stated above.

15. I/We offer to provide the Works, Equipment, Products and Services at the prices submitted in the Tender based on the terms and conditions as stated in the Tender Documents.

16. I/We agree, in the event of this Tender being accepted by the Company, until a formal contract is prepared and executed between us, to be bound by and to observe and perform all the covenants and obligations on my/our part respectively contained in this Tender submission, together with the Company's written acceptance thereof and notification of award.

17. The Company reserves the absolute right to amend the required item(s) before or during the Contract Period or to terminate this Contract by serving to the Tenderer, thirty (30) days prior notice in writing (Part 1-Section B, COC/19 and Part 1-Section C, COSHM/9).

NAME AS in
NRIC/FIN AND
SIGNATURE
(AUTHORISED
REPRESENTATIVE) : _____

NAME AND
SIGNATURE
(WITNESS) : _____

DESIGNATION
(AUTHORISED
REPRESENTATIVE) : _____

DESIGNATION
(WITNESS) : _____

DATE : _____

DATE : _____

COMPANY NAME
AND COMPANY
STAMP : _____



Part 1 - Section B

CONDITIONS OF CONTRACT

CONTENTS

- 1 INTERPRETATION
- 2 CLAUSE REFERENCES
- 3 PRODUCTS AND SERVICES TO BE PROVIDED BY CONTRACTORS
- 3A NETWORK BANDWIDTH CONNECTIVITY
- 4 TERMS OF PAYMENT
- 5 TAXES AND DUTIES
- 6 TIME FOR PERFORMANCE
- 7 SAS'S OBLIGATIONS
- 8 CONTRACTOR'S OBLIGATIONS
- 9 RESPONSIBILITY FOR THE SYSTEM
- 10 MODIFICATION OF SYSTEM
- 11 SECURITY DEPOSIT
- 12 PROJECT MANAGEMENT
- 13 CONTRACTOR'S PERSONNEL
- 14 TITLE AND RISK
- 16 INFORMATION AND ACCESS
- 17 PRE-DELIVERY CONDITION
- 18 PRE-DELIVERY TESTS
- 19 PACKING
- 20 DELIVERY
- 21 INSTALLATION
- 22 ACCEPTANCE TESTS
- 23 LIQUIDATED DAMAGES FOR LATE COMMISSIONING
- 24 PERFORMANCE GUARANTEE PERIOD
- 25 SYSTEM WARRANTY PERIOD
- 26 OTHER SUPPLIES
- 27 MAINTENANCE
- 28 TRAINING
- 29 DAMAGED ITEM, NON-DELIVERED ITEM, WRONGLY DELIVERED ITEM AND SHORT DELIVERED ITEM
- 30 UNAUTHORISED CODE
- 31 DOCUMENTATION
- 32 LIABILITY OF CONTRACTOR
- 33 PATENT, COPYRIGHT AND OTHER INDEMNIFICATION
- 34 RELOCATION OF SYSTEM
- 35 LANGUAGE
- 36 LOSSES
- 37 LIMITATION OF LIABILITY
- 38 INSURANCE
- 39 CONFIDENTIALITY
- 39A DATA SECURITY AND PROTECTION
- 40 COMPLIANCE WITH STATUTES, REGULATIONS, ETC
- 41 SUB-CONTRACT, ASSIGNMENT, TRANSFER
- 42 FORCE MAJEURE
- 43 PUBLIC RELEASE OF INFORMATION
- 44 GIFTS, INDUCEMENT AND REWARDS
- 45 APPLICABLE LAW
- 46 VARIATION OF CONTRACT
- 47 CONDITIONS NOT TO BE WAIVED
- 48 TERMINATION OF CONTRACT

49 SECURITY AND AUDIT
49A SECURITY AND DATA BREACH PROCEDURES
49B INTENTIONALLY LEFT BLANK
49C INTENTIONALLY LEFT BLANK
49D SECURITY THREATS
50 ARBITRATION
51 INTENTIONALLY LEFT BLANK
52 CORRESPONDENCE
53 CUMULATIVE REMEDIES
54 CLAIMS FOR EXTRA WORK
55 MEDIATION CLAUSE
56 CONTRACTS (RIGHTS OF THIRD PARTIES)
57 CONSORTIUM
58 COEXISTENCE STRATEGY
59 OWNERSHIP OF DOCUMENTATION AND DISPOSAL OF DOCUMENTATION
UPON TERMINATION OF CONTRACT OR COMPLETION OF CONTRACT
60 SET-OFF
61 ENTIRE AND WHOLE AGREEMENT
62 ISSUANCE OF WRITTEN WARNING BY SAS
63 LIQUIDATED DAMAGES FOR DATA AND SECURITY BREACHES

SCHEDULE

SCHEDULE 1: PAYMENT TERMS
SCHEDULE 2: INTENTIONALLY LEFT BLANK
SCHEDULE 3: FORM OF AGREEMENT
SCHEDULE 4: INTENTIONALLY LEFT BLANK
SCHEDULE 5: UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION
SCHEDULE 5A: DECLARATION
SCHEDULE 6: INTENTIONALLY LEFT BLANK
SCHEDULE 7: UNDERTAKING BY OEM

1 INTERPRETATION

1.1 In this Contract (as hereinafter defined), the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

“Contract” includes the Instructions to Tenderers, Form of Tender, Conditions of Contract, Conditions of System Software Support and Hardware Maintenance, Requirement Specifications, Schedules, Annexes, Tender Proposal, Letter of Acceptance and any other documents agreed to by SAS in writing, amplifying or modifying the said tender and proposals.

“Contract Price” means the sum specified in the Contractor’s Tender for Provision of Network Infrastructure Preventive Maintenance Services for School of the Arts, Singapore under this Contract and where the sum tendered has been varied by written agreement of the Parties it shall refer to such varied sum.

“Fair Market Value” shall mean the fair market value in Singapore, or where such goods and/or services are not available in Singapore, in such other countries where such goods and/or services are available, for the maintenance of the Hardware, Product or its equivalent, as the case may be. If the parties are unable to agree on the Fair Market Value, the Fair Market Value shall be determined by an independent public accountant or valuator approved by SAS, whose engagement cost shall be borne equally by SAS and the Contractor.

“SAS” means Singapore Arts School Limited.

“Hardware” means all computer hardware, other peripherals and ancillary equipment together with all cabling within the System network, proposed by the Contractor as being capable of meeting or exceeding the requirements in the Requirement Specifications and shall include such other equipment as may be agreed in writing between the Parties to be supplied by the Contractor.

“Stipulated Installation Date” means the date the Contractor has stipulated in the Implementation Plan as to when the Installation is to take place.

“Stipulated Commission Date” means the date by which the product or system is expected to be fully tested and commissioned, meaning that it is ready to be put into service or use. This date may be stipulated in the same contract or agreement that sets the installation date.

“IP” means intellectual property and shall include patents, copyright, industrial design and integrated circuit topography.

“Invitation to Tender” means the invitation to participate in this Tender and comprises all tender documents forwarded to the Tenderer inclusive of the Covering Letter, Form of Tender, Conditions of Contract, Conditions of System Software Support and Hardware Maintenance, Requirement Specifications, Schedules, Annexes and any other documents and forms enclosed.

“Letter of Acceptance” means the letter issued by SAS accepting the Contractor’s Tender.

“Losses” means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts’ and consultants’ fees), settlement sums and sums paid in satisfaction of court, arbitral or expert award.

“Off-loading Point” means the points near the entrances to the respective buildings where the respective parts of the Hardware are to be located.

“Party” means either SAS or the Contractor and **“Parties”** means both SAS and the Contractor.

“Person” includes any individual, companies and association or body of person, whether corporate or unincorporated.

“Personnel” in relation to a person, means a director, officer, employee or agent of that person, or any individual engaged by that person under a contract for service.

“SAS’s Representative” means the person appointed by SAS pursuant to **Clause 12.1** and any persons appointed by SAS’s Representative to assist him or perform such duties or functions as may be delegated to him by SAS’s Representative.

“Requirement Specifications” means:

- (a) the specifications issued by SAS to the Contractor for the purpose of inviting the Contractor to submit its Tender for Provision of Network Infrastructure Preventive Maintenance Services for School of the Arts, Singapore; and
- (b) other amendments or specifications as may be mutually agreed in writing between the Parties.

“Service Personnel” means all Personnel (including Personnel of the Sub-contractors) provided by or to be provided by the Contractor to perform the Contract.

“Site” shall mean the locations where the various parts of the System are to be installed as stated in the Requirement Specifications.

“Sub-contractor” means any person, firm or company furnishing goods and services, IP Rights or Technical Information directly to the Contractor or indirectly to the Contractor through one or more persons, firms or companies. It includes any person, firm or company engaged by the Contractor to perform any part or parts of the Works and includes the Sub-contractor’s duly appointed representatives, successors and permitted assignees and a Sub-contractor’s sub-contractor.

“Contractor” means the person, firm or company whose Tender has been accepted by SAS for this project. It includes the Contractor’s duly appointed representatives, successors and permitted assignees and where the context so admits shall include the Contractor’s employees, agents and Sub-contractors.

“System” means the computer system including Hardware, System Software and Documentation proposed in the Contractor’s Tender as being capable of meeting or exceeding the requirements in the Requirement Specifications. The System shall include but not limited to the following components:

- (a) All Hardware required for the System to meet the Requirement Specification and the proposal. All hardware components in the System shall be capable of working in combination with one another.
- (b) All System Software, Application Development Tools or Utilities required for the System to meet the Requirement Specifications and the proposal. All System Software components in the System shall be capable of working in combination with one another.
- (c) All documentation, training and related materials required for the System to meet the Requirement Specifications and the proposal.

For the avoidance of doubt, the Hardware and System Software components in the System shall be capable of working in combination with one another.

“System Software” or **“Product”** means the software proposed in the Contractor’s Tender as being capable of meeting or exceeding the requirements in the Requirement Specifications and which the Contractor is to supply under the Contract. The Product shall include all manuals, operating instructions, documentation, and related materials and media pertaining to the Product.

“Technical Information” includes inventions, confidential information, know-how, trade secrets and, in particular, all information concerning equipment and System Software (including firmware) pertaining to design, manufacture, maintenance, installation, operation and use, in whatever form including drawings, charts, manuals, schematic representations, System Software listings in source and object code.

“Tenderer” means the person or persons, firm or company which submits a Tender Proposal.

"Works" means the works to be executed in accordance with this Contract including all permanent and temporary works and any equipment to be supplied, delivered and installed under this Contract.

- 1.2 Words importing the singular shall also include the plural and vice versa where the content requires.
- 1.3 The headings in this Contract are for convenience of reference only and shall not be deemed to be part of this Contract or be taken into consideration in the interpretation or construction of this Contract.
- 1.4 Unless otherwise provided, any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time and be deemed to include any subsidiary legislations made thereunder.
- 1.5 The Annexes and Schedules mentioned in and attached to this Contract shall form an integral part of this Contract. The Conditions of Contract and the attached Schedules shall be construed as one and shall prevail over any inconsistent provisions in the Annexes.

2 CLAUSE REFERENCES

- 2.1 All references herein to Clauses, unless otherwise expressly stated, are references to Clauses numbered in the Conditions of Contract and not to those in any other document forming part of the Contract. Where a Clause number is quoted, then reference is being made to that Clause bearing that Clause number and to all the sub-clauses if any, under that same Clause number (E.g. a reference to Clause 23 refers to Clause 23.1 to 23.15 inclusive of all their respective sub-clauses if any. A reference to Clause 23.12 refers to Clause 23.12.1 to 23.12.4 inclusive of all their respective sub-clauses if any).
- 2.2 References to provisions in the other documents forming part of this Contract shall be identified by the number of the Paragraph ("Para"), Schedule ("Sch") or Chapter ("Chp") as the case may be followed by a description of the document referred to.
- 2.3 Where the provision number is stated without a description of any document then it refers to the provision so numbered in the document where the reference appears.

3 PRODUCTS AND SERVICES TO BE PROVIDED BY CONTRACTORS

- 3.1 The Contractor hereby agrees to:-
 - a) supply the System to SAS free from all encumbrances;
 - b) prepare the Site for installation;
 - c) deliver the System to and install the System at the Site by the Stipulated Installation Date;
 - d) provide the System ready for use by the Stipulated Commissioning Date;
 - e) provide the documentation in accordance with **Clause 31**;
 - f) Intentionally Left Blank;
 - g) provide maintenance for the System commencing from the installation of the System until the end of the System Warranty Period;
 - h) provide all other services specified by this Contract, upon the terms and conditions hereinafter contained.
- 3.2 a) The Contractor shall grant, obtain a grant, or transfer to SAS as the case may be, an irrevocable, non-exclusive, non-transferable right to use the System Software, related operating manuals and documentation for the System free of additional charge in accordance with the terms and conditions of this Contract.

- b) Where the IP rights of any System Software, related operating manuals and documentation for the System is vested in a third party, the Contractor agrees there shall be no additional fees, costs or conditions in respect of SAS's right to use the System Software save as provided for in this Contract.

3.3 The Contractor shall designate a common service location for SAS to contact for the provision of all the services specified in the Contract.

3.4 Regardless of whether a perpetual or non-perpetual license has been granted, the Contractor declares that the use or operation of any part of the System shall not at anytime be restricted or interfered with in any manner whatsoever by any means or devices which would require the services of the Contractor or a third party to restore to full use and operation.

3A. NETWORK BANDWIDTH CONNECTIVITY

3A.1 Where the Contractor is providing any network bandwidth connectivity required under the Contract, the Contractor shall provide such connectivity using the Next Gen NBN by procuring it directly from the Next Gen NBN Operators or from Next Gen NBN Retail Service Providers.

3A.2 When submitting its invoices or such other documents as may be required for the purposes of payment, the Contractor shall set out the charges assigned to the provision of network bandwidth connectivity as a separate cost item under the description "Network Bandwidth Connectivity Charges". Upon any request made at any time by SAS's Representative, the Contractor shall provide such further information regarding the charges for network bandwidth connectivity as may be specified in the request within five (5) working days from the date of the request.

3A.3 The Contractor shall ensure that his assignees and Sub-contractors who are or may be involved in the performance of the Contract comply with **Clause 3A.1**.

4 TERMS OF PAYMENT

4.1 Subject to the provisions of this Contract, SAS shall pay to the Contractor the Contract Price in the manner prescribed in Schedule 1 of Part 1 - Section B.

4.2 The Contractor shall submit such invoices or other documents in accordance with such means and in such format as may be specified by SAS's Representative for the purposes of making payment.

4.3 SAS shall not pay for expenses or cost of whatever nature other than those expressly set forth in this Contract.

4.4 The Contract Price is exclusive of any Goods and Services Tax ("GST") chargeable on the supply of goods, services or Works to SAS by the Contractor under this Contract. SAS shall reimburse the Contractor for any such GST payable under this Contract.

5 TAXES AND DUTIES

Excluding Goods and Services Tax ("GST"), other duties and/or taxes, if any, imposed by the Government of Singapore and/or elsewhere on any item of the System shall be borne by the Contractor.

6 TIME FOR PERFORMANCE

Intentionally Left Blank

7 SAS'S OBLIGATIONS

7.1 SAS shall not employ any of the Contractor's staff connected with the project within a year after the completion of the System Warranty Period.

7.2 If the progress of the Works is delayed for reasons not attributable to the Contractor (whether attributable to SAS or not), SAS's Representative may, upon the application by the Contractor, grant such extensions of time as he deems reasonable. The Contractor shall not be entitled to claim any additional expenses incurred for such extensions of time, unless those expenses are specifically agreed to by SAS's Representative in writing as those SAS will bear before the expenses are incurred.

8 CONTRACTOR'S OBLIGATIONS

8.1 The Contractor shall with due care and diligence:

- (a) carry out its obligations to SAS under this Contract;
- (b) ensure that the System meets the requirements as set out in the Requirement Specifications;
- (c) provide all System Software necessary for the operation of the System and the applications as set out in the Requirement Specifications; and
- (d) do all things which are necessary or reasonably to be inferred from the Contract.

8.2 The Contractor warrants that all Hardware supplied to SAS shall be of new manufacture (i.e. not second-hand, re-conditioned, or used items).

8.3 The Contractor and its Sub-contractors shall not employ any of SAS's Representative's staff connected with the project until one year after the completion of the System Warranty Period.

8.4 If the Contractor delays progress on any part of this Contract, for any reason not attributable to SAS, and thereby reduces any scheduled duration of activities to be carried out by SAS under this Contract, SAS shall be entitled to a corresponding time extension for completion of such activities at no additional cost to SAS, and without prejudice to the Contractor's obligation to complete the Contract in accordance with the agreed timeframe and before the expiry of current license.

8.5 In the performance of this Contract, the Contractor shall at its own expense within a reasonable period of time, clear away and remove from the Site all surplus materials, rubbish and work of every kind and leave the whole of the Site clean and in workmanlike condition.

8.6 The Contractor ensure the System to be free from defects including defects arising out of faulty design, inferior materials, faulty and inferior workmanship. The System shall be of high quality and fit for the purposes for which it is intended as set out in the Requirement Specifications.

8.7 Every obligation by the Contractor is taken to include an obligation by the Contractor to ensure that each of its directors, officers and employees and that of its Sub-contractors and others under its control performs or complies with that obligation. Any covenant by the Contractor not to do any act or thing includes an obligation not to allow that act or thing to be done by its officers, employees and that of its Sub-contractors.

9 RESPONSIBILITY FOR THE SYSTEM

9.1 The Contractor shall ensure that the System will provide the facilities, functions and performance standards set out in the Requirement Specifications. If modifications or changes are necessary for the System to meet the requirements as stated in the Requirement Specifications and the provisions of the Contract, the Contractor shall bear all additional costs involved in modifying or changing the System to satisfy these requirements.

9.2 The Contractor shall forthwith inform and provide SAS at no cost whatsoever technical information on new product developments and improvements which may be applicable to the System when such technical information becomes available to the Contractor.

- 9.3 The Requirement Specifications which set out the facilities and functions to be provided by the System allow the Contractor to choose the manner in which the facilities will be achieved by the selection of hardware or System Software or a combination of both. It is anticipated that some matters of details may have to be clarified during the early stages of this Contract. In this context, SAS reserves the right to issue written clarifications on the Requirement Specifications to set out SAS's requirements more precisely.
- 9.4 The Contractor shall be deemed to be fully informed of SAS's requirements by the Requirement Specifications and it shall be the Contractor's duty to clarify before submission of his Tender any inadequacies or insufficiencies in the Requirement Specifications having regard to the objective of SAS's purchase of the System.
- 9.5 In the event that the System supplied by the Contractor is inadequate to meet the requirement as stated in the Requirement Specifications and the provisions of this Contract, the Contractor shall at its own expense, provide all additional items of equipment and System Software which are necessary for the System to meet such requirements. Any changes hereunder must be agreed to by SAS in writing.
- 9.6 All equipment and System Software supplied pursuant to **Clause 9.5** shall on acceptance by SAS become the property of SAS and shall be subjected to the same warranty and maintenance by the Contractor as the entire System at no additional cost to SAS.
- 9.7 Any additional cost incurred in connection with Site preparation, including but not limited to the provision of additional power supply, caused by the additional items of equipment or System Software supplied pursuant to **Clause 9.5** shall be at the Contractor's expense.

10 MODIFICATION OF SYSTEM

- 10.1 No change or modification shall be made to the proposed System offered at the time of submission of the Contractor's Tender and thereafter unless the prior written agreement of SAS has been obtained.
- 10.2 The Contractor shall provide written procedures and details of System changes or modifications which may have to be implemented during the various stages of the Contract, up to the expiry of the System Warranty Period. Such changes or modifications shall not be implemented unless the prior written agreement of SAS has been obtained.

11 SECURITY DEPOSIT

Intentionally Left Blank

12 PROJECT MANAGEMENT

12.1 SAS's Representative

means the person appointed by SAS and any persons appointed by SAS's Representative to assist him or perform such duties or functions as may be delegated to him by SAS's Representative.

12.2 Project Office Intentionally Left Blank

12.3 Project Manager and Other Personnel

The Contractor shall designate a Project Manager who shall be primarily responsible for directing and coordinating the supply, delivery and installation of the System, if any, and all work and services which are to be executed or provided by the Contractor under the Contract and all other matters including Contract administration, monitoring of progress, installation and testing of equipment, technical Personnel training, logistic support, documentation preparation and operation start-up (the "Project Manager"). The Project Manager shall be deemed to be the Contractor's agent in all dealings with SAS and all actions of the Project Manager shall be binding on the Contractor.

- 12.4 On-Boarding Process
Intentionally Left Blank
- 12.5 Implementation Plan
Intentionally Left Blank
- 12.6 Regular Progress Reports & Meeting
Intentionally Left Blank
- 12.7 Attachment of SAS Personnel
Intentionally Left Blank

13 CONTRACTOR'S PERSONNEL

- 13.1 The Contractor shall provide all necessary Personnel with adequate skills for the performance of the Works.
 - 13.1.1 The Contractor shall communicate in writing for the approval of SAS's Representative the names and particulars of all Personnel (including those of its Sub-contractors) that it intends to deploy for the performance of the Contract.
 - 13.1.2 The Contractor shall provide the name and particulars required under **Clause 13.1.1** in the form required by SAS's Representative.
- 13.2 If SAS objects by notice in writing to any Personnel assigned or designated by the Contractor or by any Sub-Contractor to carry out any work or perform services for the purposes of the Contract who, in the opinion of SAS, has misconducted himself or is a security risk or is deemed unsuitable in any way or has failed any security clearance subsequent to the commencement of work on the Contract, the Contractor shall remove such person immediately and furnish a suitable and adequate replacement at no additional expense to SAS. In the event that SAS had other reasons to believe that any Personnel employed by the Contractor, or its Sub-contractors are unsatisfactory in any way, the Contractor and SAS shall meet immediately in order to reach a mutually acceptable solution.
- 13.3 The Contractor undertakes not to change its Personnel designated under **Clause 13.1** without SAS's Representative's consent, whose consent shall not be unreasonably withheld. The Contractor shall not alter or reduce the quality of its Personnel if this may adversely affect the progress or quality of the Works. In the event that the Contractor wishes to replace its designated Personnel, the Contractor shall provide the names and particulars of the replacement staff in writing to SAS or SAS's Representative for SAS's or SAS's Representative's (as the case may be) consent. Replacement staff shall not commence work on the project unless approval is given in writing by SAS.
- 13.4 The Contractor shall not, without prior written permission from SAS's Representative, bring any visitor to the Site.

14 TITLE AND RISK Intentionally Left Blank

15 SITE PREPARATION Intentionally Left Blank

16 INFORMATION AND ACCESS

- 16.1 SAS undertakes to provide the Contractor promptly with any information which the Contractor may reasonably require from time to time to enable the Contractor to proceed expeditiously with the performance of his obligations under the Contract.

16.2 SAS shall, for the purposes of the Contract, afford to the authorised Personnel of the Contractor during normal working hours full and safe access to the Site and shall provide adequate free working space and such other facilities as may be necessary for the installation of the System.

17 PRE-DELIVERY CONDITION
Intentionally Left Blank

18 PRE-DELIVERY TESTS
Intentionally Left Blank

19 PACKING
Intentionally Left Blank

20 DELIVERY
Intentionally Left Blank

21 INSTALLATION
Intentionally Left Blank

22 ACCEPTANCE TESTS
Intentionally Left Blank

23 LIQUIDATED DAMAGES FOR LATE COMMISSIONING
Intentionally Left Blank

24 PERFORMANCE GUARANTEE PERIOD
Intentionally Left Blank

25 SYSTEM WARRANTY PERIOD
Intentionally Left Blank

26 OTHER SUPPLIES
Intentionally Left Blank

27 MAINTENANCE

27.1 Intentionally Left Blank

27.2 This maintenance Contract shall be valid for a period of **nineteen (19) months** commencing from the date of issue of the Letter of Acceptance of the Tender.

27.3 The terms of support and maintenance shall be based on terms no less favorable to SAS than those contained in the Conditions of System Software Support and Hardware Maintenance (Part 1, Section C) and any other terms that may be mutually agreed in writing.

27.4 Any increment in the rates of maintenance charges from one year to the next shall not exceed **five percent (5%)** of the previous year's rates and the rates shall not in any event be higher than those charged by the Contractor at Fair Market Value.

28 TRAINING

Intentionally Left Blank

29 DAMAGED ITEM, NON-DELIVERED ITEM, WRONGLY DELIVERED ITEM AND SHORT DELIVERED ITEM

- 29.1 In the event of any item being damaged or lost during transit from the manufacturer's factory to the Site, then the Contractor shall upon receipt of SAS's written notification immediately effect replacement at no cost to SAS.
- 29.2 In order not to hinder the installation programme or services, the Contractor shall ensure speedy replacement of such items, even prior to any insurance settlement, if any.
- 29.3 All items wrongly supplied shall be rejected and the Contractor shall, upon receipt of SAS's written notification, immediately effect replacement by air freight at his own costs and in addition, the Contractor shall:-
 - (a) reimburse SAS for any monies already paid in respect of the said items and be liable for all damages arising; and
 - (b) collect the wrongly supplied items within fourteen (14) calendar days from the date of written notification given by SAS and failing which, SAS shall charge to the Contractor's account all expenses incurred including storage fees for wrongly delivered items until collection by the Contractor and transportation fees for delivering the wrongly delivered items back to the Contractor.
- 29.4 SAS shall not be liable for any damage or deterioration caused or occurring to the wrongly supplied items of the System whilst in the custody of SAS.
- 29.5 Upon written notification by SAS, the Contractor shall immediately effect delivery by air at its own expense any short delivered items.
- 29.6 If the replacement is not available ex-stock country of origin, then the Contractor shall ensure that the delivery is effected within two (2) calendar months or earlier from the date of SAS's said notification.

30 UNAUTHORISED CODE

- 30.1 The Contractor warrants that at the time of delivery or installation:
 - (a) the System and every part thereof are free of Unauthorised Code (hereinafter defined);
 - (b) all magnetic or other storage media and all System Software and other materials capable of being stored on such media:
 - (i) supplied as a System Software or part thereof or with any System Software; or
 - (ii) used in the performance of any Services;
- shall not contain any Unauthorised Code.
- 30.2 Prior to and at the time of delivery and installation, the Contractor shall conduct a complete and thorough scan for Unauthorised Code using anti-virus software package(s) on all parts of the System.
- 30.3 If any part of the System is discovered during delivery or installation to contain or be affected by any Unauthorised Code then:
 - (a) SAS may reject any such parts of the System and the Contractor shall, at its own expense, immediately remove and recover all rejected parts of the System and provide replacements which are free of Unauthorised Code;

(b) irrespective of whether the System Software is rejected, the Contractor shall pay SAS a sum of Singapore Dollars One Thousand Six Hundred (S\$1,600) for each such discovery as liquidated damages, being a genuine pre-estimate of the initial administrative costs occasioned by the discovery of an Unauthorised Code; and

(c) in addition to paragraphs (a) and (b) above, the Contractor shall indemnify SAS fully against all costs incurred by them in the course of or incidental to removing the Unauthorised Code and recovering any lost or damage data or System Software.

30.4 If, after the delivery and installation of a part of a System is completed, that part is discovered to contain or be affected by any Unauthorised Code and it is shown that this was the result of any default of or negligent act/omission of the Contractor or its employees;

(a) SAS may reject any such part of the System and the Contractor shall, at its own expense, immediately remove and recover all rejected parts of the System and provide replacements which are free of Unauthorised Code; and

(b) in addition to paragraph (a) above, the Contractor shall indemnify SAS fully against all costs incurred by them in the course of or incidental to removing the Unauthorised Code and recovering any lost or damage data or System Software.

30.5 In this Clause:

(a) a reference to a part of the System includes a reference to any System Software installed thereon; and

(b) "Unauthorised Code" means any virus, Trojan Horse, worm, logic bomb or other System Software routine or hardware components designed to permit unauthorised access, to disable, erase, or otherwise harm System Software, hardware or data, or to perform any such actions.

31 DOCUMENTATION

The Contractor shall at no additional charge supply and deliver the documentation needed for the operation and maintenance of the system. All subsequent updates for each set of the aforesaid documents shall be supplied at no additional charge to SAS as soon as they are available.

32 LIABILITY OF CONTRACTOR

In the event of the Contractor obtaining part(s) of the System from a third party, the Contractor shall inform SAS in writing of the source or origin of the said part(s) of the System and, for avoidance of doubt, it is expressly declared that the Contractor shall remain fully liable for the said part(s) of the System and the consequences arising from the use of the said part(s) as if they were manufactured by the Contractor.

33 PATENT, COPYRIGHT AND OTHER INDEMNIFICATION

33.1 The Contractor shall indemnify SAS against any action, claim, damages, charges and costs arising from or incurred by reason of any infringement or alleged infringement of use of patents, design, copyright or other statutory or common law rights of the System, hardware, System Software or consumables supplied or furnished by the Contractor pursuant to this Contract.

33.2 SAS shall give the Contractor prompt notice in writing of any such claim.

33.3 Without prejudice to SAS's right to defend a claim alleging such infringement, the Contractor shall if requested by SAS, but at the Contractor's expense, defend such claim. The Contractor shall observe SAS's directions relating to the defence or negotiation for settlement of the claim.

33.4 SAS shall if requested but at the Contractor's expense provide the Contractor with reasonable assistance in conducting the defence of such claim.

33.5 If any of the said items is in any such suit held to infringe IP rights and its use is enjoined, the Contractor shall, if requested by SAS, at the Contractor's own expense:

- procure for SAS the right to continue using the same; failing which,
- replace or modify the same so as to avoid the infringement; failing which,
- pay SAS for such infringing items, a sum equivalent to the purchase price of functionally equivalent items upon the return of the infringing items to the Contractor;

PROVIDED ALWAYS that such actions as aforesaid shall not prejudice or affect any right of action or remedy of SAS against the Contractor.

33.6 In the event of any actions being contemplated or instituted for an alleged infringement of patents, design, copyright or other statutory or common law rights, SAS reserves the right to cancel immediately the Contract for delivery of the System or parts hereof yet to be supplied to SAS and/or return the System or parts thereof already delivered and the Contractor shall compensate SAS with the Contract Price already remitted and SAS reserves its right to purchase the System or parts thereof from other sources without prejudice to all or any of SAS's rights as contained in this Contract.

33.7 All royalties and fees claimable by or payable to any person, firm, corporation or SAS for or in connection with any copyright, invention, patent or System Software used or required to be used in respect of the System or any part thereof in the performance of the Contract or supplied under the Contract shall be deemed to be included in the prices of the System or part hereof.

33.8 The obligations in **Clause 33.1** to **Clause 33.6** above do not cover claims of infringement which arises by reason only of:-

- any modification of the System or any use of a System Software other than in its specified operating environment; or
- the combination, operation or use of the System with any product not supplied by the Contractor.

34 RELOCATION OF SYSTEM

34.1 SAS shall have the right to relocate any or all items of the System within Singapore. Any such relocation shall not affect the Contractor's obligations under this Contract although SAS shall grant extension of the Implementation Plan accordingly if it is affected.

34.2 In the event that SAS requires the Contractor's services for the relocation of the System, SAS shall give thirty (30) days' written notice of its intent to relocate the System.

34.3 The Contractor's Personnel shall arrange and supervise the dismantling, packing, unpacking and reinstallation of the System to normal operating condition for which SAS shall be charged by the Contractor at a Fair Market Value.

34.4 The Contractor shall make good any damage suffered by the System due to the negligence of the Contractor's Personnel including the Contractor's employees or SAS's Representatives, during the transfer to a new location.

35 LANGUAGE

35.1 All data, documents, descriptions, diagrams, books, catalogues, instructions, marking for ready identification of major items of the System and correspondence shall be written in readily comprehensible English Language.

35.2 The Personnel of the Contractor and the Sub-contractor shall be proficient in both written and spoken English for the purpose of providing instructions, offering of advisory services, training and any other submissions as required.

36 LOSSES

36.1 The Contractor shall indemnify and keep indemnified SAS against any and all Losses sustained, incurred, paid by or suffered by SAS arising out of or in connection with any act or omission on the part of the Contractor, Sub-contractor or any of their officers or employees (the "Contractor Parties") unless the Contractor can show that:

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

36.2 If any claim is commenced against SAS that may give rise to a claim against the Contractor under **Clause 36.1**, notice of the claim shall be given to the Contractor as soon as practicable.

36.3 Upon receipt of such notice required by SAS, the Contractor shall immediately take control of the defence and investigation of such claim and shall employ and engage attorneys reasonably acceptable to SAS to handle and defend the same, at the Contractor's sole cost and expense.

36.4 If the Contractor takes control of the defence and investigation of the claim, SAS shall cooperate, at the cost of the Contractor, in all reasonable respects with the Contractor and its attorneys in the investigation, trial and defence of such claim and any appeal arising from such claim; provided, however, that this will not limit SAS's right to participate, at the Contractor's cost and expense, through their attorneys or otherwise, in such investigation, trial and defence of such claim and any appeal arising from such claim. No settlement of a claim that involves a remedy other than the payment of money by the Contractor shall be entered into without the consent of SAS.

36.5 Notwithstanding anything to the contrary in the Contract, SAS shall, at all times, have the right to defend the claim in such manner as it may deem appropriate, at the sole cost and expense of the Contractor. If required by SAS, the Contractor shall immediately relinquish control of the defence and investigation of such claim.

36.6 This **Clause 36** shall survive the termination or expiry of this Contract.

37 LIMITATION OF LIABILITY

37.1 In the event of any breach or default of a term of this Contract, the Contractor's cumulative liability shall not exceed the Contract Price.

37.2 In the event of any breach or default of a term of this Contract, SAS's cumulative liability shall not exceed the Contract Price.

37.3 None of the limitations contained in this **Clause 37** shall apply to any claim:

- (a) relating to death or personal injury,
- (b) relating to patent, copyright or other intellectual property right infringement,
- (c) under any indemnity provided under this Contract (other than a claim relating to the Contractor's breach, failure or delay in the performance of the Contract),
- (d) under **Clause 33** (Patent, Copyright and Other Indemnification), or
- (e) which arises or is increased as a consequence of fraud, fraudulent misrepresentation, willful misconduct or gross negligence by the Contractor, its Sub-contractors or any of their respective directors, officers or employees.

38 INSURANCE

38.1 Intentionally Left Blank

38.2 Before commencement of the Works the Contractor shall take up an insurance policy against any damage, loss or injury which may occur to any property (including that of SAS) or to any person (including any employee of the Contractor or of SAS) as the result of any act or omission of the Contractor or his Sub-contractors in the execution of the Works or in the carrying out of the Contract.

38.3 All insurance contemplated by this Clause shall be effected with an insurer and in terms approved by SAS (which approval shall not be unreasonably withheld) and the Contractor shall produce to SAS the policy or policies of insurance and the receipts for payments of the current premium.

38.4 If the Contractor fails to comply with this Clause or fails to produce evidence showing the same at SAS's request, SAS may effect and keep in force the insurance policies contemplated by this Clause and pay such premiums as may be necessary for this purpose and from time to time deduct the amount paid by SAS from any monies due to or which may become due from SAS to the Contractor or recover the same as a debt due from the Contractor in any court of competent jurisdiction.

39 CONFIDENTIALITY

39.1 Except with the written consent of SAS, the Contractor shall:

- (a) treat as strictly confidential and not disclose any Confidential Information to any person other than officers and employees of the Contractor or its Sub-contractors on a need-to-know basis for the purposes of performing the Contractor's obligations under the Contract; and
- (b) only use the Confidential Information for the sole purpose of performing the Contractor's obligations under the Contract and shall not use it for any other purpose.

39.2 The Contractor shall not transfer information acquired in connection with this Contract outside Singapore, or allow parties outside Singapore to have access to it, without first having obtained the written consent of SAS.

39.3 The Contractor shall take all reasonable precautions in dealing with Confidential Information so as to prevent any unauthorised person from having access to Confidential Information. For the purpose of this **Clause 39**, "**Confidential Information**" means any information received or obtained as a result of entering into the Contract (or any agreement entered into pursuant to the Contract), including:

- (a) information which relates to SAS;
- (b) information which relates to the existence and the provisions of the Contract or of any agreement entered into pursuant to the Contract; or
- (c) any analyses, compilations, notes, studies, memoranda or other documents derived from, containing or reflecting such information, but does not include information that is:
 - (i) or has become public knowledge otherwise than through breach of agreement or other legal obligation or through the default or negligence of the Contractor, his employees or Sub-contractors;
 - (ii) lawfully in the possession of the Contractor or already known to the Contractor on a non-confidential basis prior to the Contractor receiving or obtaining such information as a result of entering into the Contract, as evidenced by written records; or
 - (iii) independently developed by the Contractor.

39.4 The Contractor shall procure and ensure all his employees and those of his Sub-contractors who are or may be involved in the execution of obligations under this Contract observes the provisions of this **Clause 39** and shall, at any time, if so required by SAS, procure and ensure that such employees and those of his Sub-contractors sign an Undertaking to Safeguard Official Information in the form prescribed in Schedule 5 of Part 1 - Section B.

39.5 The Contractor shall immediately notify SAS's Representative where the Contractor becomes aware of any breach of **Clauses 39.1 to 39.5** by his employees and those of his Sub-contractors who are or may be involved in the execution of obligations under this Contract. The Contractor shall cooperate with SAS to limit the extent and impact of such breach.

39.6 The Contractor shall not be liable for disclosure of Confidential Information in the event and to the extent any Confidential Information is required to be disclosed by the Contractor pursuant to any applicable law, regulations or directives of any relevant SAS, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction, provided the Contractor shall, to the extent practicable and permissible by law or regulations, give SAS prompt and prior notice of any such requirement and shall cooperate with SAS to limit the scope of such disclosure to the maximum extent legally possible.

39.7 Termination or expiry of this Contract for whatever cause shall not put an end to the obligation of confidentiality imposed on the Contractor, its employees and Sub-contractors under this **Clause 39**.

39A DATA SECURITY AND PROTECTION

39A.1.1 The Contractor shall not access, monitor, use or process data obtained or held in connection with the Contract except as reasonably necessary to perform its obligations under the Contract.

39A.1.2 The Contractor shall not disclose any data obtained or held in connection with the Contract without the prior written consent of SAS. Any request for SAS's consent under **Clause 39A** must explain why the proposed disclosure is necessary to fulfil the Contractor's obligations under the Contract.

39A.1.3 The Contractor shall not: (a) cause or permit data obtained or held in connection with the Contract to be processed, stored, accessed or otherwise transferred outside Singapore; or (b) allow parties outside Singapore to have access to such data, unless (in each case) with the prior written consent of the Government and subject to such conditions as the Government may impose. Any request for the Government's consent under this **Clause 39A** shall include an explanation of why the proposed transfer is necessary for the purposes of fulfilling the Contractor's obligations under the Contract. If consent is granted for the transfer of personal data outside Singapore, the Contractor shall provide a written undertaking that the personal data which is transferred outside Singapore will be protected to a comparable standard as it is protected under the Personal Data Protection Act 2012.

39A.1.4 The Contractor shall immediately notify SAS when it becomes aware of a breach of any of **Clauses 39A.1.1 to 39A.1.2**.

39A.1.5 The Contractor shall immediately notify SAS as soon as it becomes aware that a disclosure of data may be required by law and cooperate and comply at its own costs with SAS's reasonable requests and directions.

39A.1.6 The Contractor must guarantee that all personal data acquired or kept in relation to the Contract, including any duplicates, regardless of the storage format and which is no longer essential for fulfilling the Contract, will be appropriately managed. Retaining personal data beyond the necessary period for performing the Contract, or doing so without written authorisation from SAS, will be considered a violation of the Contract. Upon the termination or expiration of the Contract, the Contractor is obligated to provide written confirmation that it no longer possesses any personal data obtained or held in connection with the Contract or any copies thereof, irrespective of the storage medium.

39A.2 Security
Intentionally Left Blank

39A.3 Definitions

For the purposes of this **Clause 39A**:

“**data**” means any representation of information or of concepts regardless of the medium of storage and includes any personal data; and

“**personal data**” shall have the same meaning in the Contract as its definition in the Personal Data Protection Act 2012 (No. 26 of 2012).

40 COMPLIANCE WITH STATUTES, REGULATIONS, ETC

- 40.1 The Contractor shall give all notices and pay all fees required to be given or paid under any law in force in Singapore and hereby undertakes to obtain all necessary export license for the export of all items from their countries of origin to Singapore in relation to the execution of the Contract.
- 40.2 The Contractor shall conform in all respects with the provisions of all laws of Singapore and shall keep SAS indemnified against all penalties and liabilities of every kind for the breach of any such laws.

41 SUB-CONTRACT, ASSIGNMENT, TRANSFER

- 41.1 The Contractor shall not, without the written consent of SAS, sub-contract, assign or transfer the Contract or the benefits or obligations or any part thereof to any other person. The Contractor shall be responsible for the acts, defaults, neglects or omissions of any assignee or Sub-contractor as fully as if they were the acts, defaults, neglects or omissions of the Contractor.
- 41.2 Intentionally Left Blank
- 41.3 If SAS permits the Contractor to sub-contract any of its obligations under the Contract, the Contractor shall, for each and every of its Sub-contractor(s):
 - (a) ensure that the relevant Sub-contractor complies with its applicable and corresponding obligations under the Contract, as if it were a party to the Contract; and
 - (b) procure that the relevant Sub-contractor is bound by a written agreement containing provisions which are substantially similar to, and in any case no less onerous than, the equivalent or corresponding provision in the Contract.
- 41.4 In seeking the written consent of SAS, the Contractor shall:

if requested by SAS, provide to SAS for its review and approval a copy of the draft contract or agreement (the “**Draft Agreement**”) for the engagement of the intended Sub-contractor. The Contractor shall make such amendments as may be reasonably requested by SAS in order for the Draft Agreement to comply with **Clause 41.3** above. For avoidance of doubt, the Contractor shall remain fully responsible for its compliance with **Clause 41.3** and this **Clause 41.4** shall be without prejudice to any right of SAS to any remedies against the Contractor for its failure to comply with **Clause 41.3**.
- 41.5 The Contractor shall immediately notify SAS in the event that it becomes aware of, or has reason to suspect the occurrence of, any breach, default, neglect or unlawful activity of the Sub-contractor (including that of its employees or workmen) in relation to the Contract, or any other act or omission of the Sub-contractor (including that of its employees or workmen), which may adversely affect SAS’s rights under the Contract or cause loss or damage to SAS (in each case, a “**Sub-contractor Default**”). The notification shall not relieve the Contractor or its Sub-contractor of the obligation to remedy or rectify the Sub-contractor Default.

42 FORCE MAJEURE

- 42.1 Neither Party shall be liable for any failure to perform his obligations under the Contract if the failure results from events which are beyond the reasonable control of either Party Provided Always that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For purposes of the Contract, such acts shall include acts of God, civil or military authority, civil disturbance, wars, strikes, fires or other catastrophes.
- 42.2 If the effect of any of the said event shall continue for a period exceeding six months SAS may at any time thereafter upon giving notice to the Contractor elect to terminate the Contract.
- 42.3 In any of the events mentioned in **Clause 42.1** the Contractor or SAS shall for the duration of such event be relieved of any obligation under the Contract as is affected by the event except that the provisions of the Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the event.
- 42.4 Where SAS elects to terminate the Contract under **Clause 42.2** the Contractor shall forthwith refund to SAS all amounts paid to the Contractor less the price of items and services which have been provided to SAS.
- 42.5 Failure of the Contractor's or Contractor's Sub-contractors shall not be regarded as events beyond the control of the Contractor's control unless such Sub-contractors or Contractors would qualify for exemption under this **Clause 42** if the provisions of this **Clause 42** were applied to them.

43 PUBLIC RELEASE OF INFORMATION

The Contractor shall obtain in writing the prior approval and the consent of SAS before the release of any news item, article, publication, advertisement, prepared speech or any other information or material, pertaining to or related to any part or whole of the Contract including but not limited to the Works to be performed under the Contract, and System Software licence and support and equipment maintenance associated with the System. Such prior approval shall be sought in reasonable time.

44 GIFTS, INDUCEMENT AND REWARDS

SAS shall be entitled to terminate the Contract at any time and to recover from the Contractor the amount of any loss resulting from such termination, if the Contractor or the Sub-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 act in relation to the obtaining or execution of the Contract with SAS or for showing or forbearing to show favour to any person in relation to any agreement with SAS or if the like acts shall have been done by any person employed by the Contractor or Sub-contractor, or if in relation to any Contract with SAS, the Contractor or the Sub-contractor or any person employed by the Contractor or Sub-contractor shall have committed any offence under Chapter IX of the *Penal Code* or the *Prevention of Corruption Act* of Singapore or shall have abetted or attempted to commit such an offence or shall have given any fee or reward to any person the receipt of which is an offence under the said part of the *Penal Code* or under the *Prevention of Corruption Act* or any legislation enacted in substitution thereof for the time being in force in Singapore.

45 APPLICABLE LAW

The Contract shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose and the Parties agree to submit to the exclusive jurisdiction of the Singapore courts.

46 VARIATION OF CONTRACT

- 46.1 Parties agree that any variation to the Contract shall be in writing and signed by both parties.

- 46.2 SAS may, at any time during the Contract, require the Contractor to revise the Implementation Plan and/or to undertake any reasonable alteration or addition to or omission from the Works or any part thereof.
- 46.3 In the event of such a variation being requested, SAS shall formally request the Contractor to state in writing the effect such variation will have on the Contract Price and to the Works schedule. The Contractor shall furnish such details within fourteen (14) days of receipt of SAS's request or such other period as may be agreed. The Contractor shall not vary the Works in any respect unless instructed in writing to do so by SAS.
- 46.4 A variation under this **Clause 46** shall not invalidate the Contract but if such variation involves an increase in the cost to the Contractor of carrying out the Works, an appropriate adjustment to the Contract Price shall be made.
- 46.5 The Contractor shall satisfy SAS as to the reasonableness of changes to the Works schedule and of the extra costs or savings resulting from the variations.
- 46.6 Upon SAS being satisfied regarding the reasonableness of any extensions to the Works schedule by the variation, SAS shall grant such extension time, and inform the Contractor accordingly in writing.

47 CONDITIONS NOT TO BE WAIVED

No waiver of any breach of the Contract shall be deemed to be waiver of any other or of any subsequent breach. In no event shall any delay, failure or omission on the part of either of the parties in enforcing or exercising any right, power, privilege, claim or remedy, which is conferred by this Contract, at law or in equity, or arises from any breach by any of the other Parties of this Contract, be deemed to be or be construed as, (i) a waiver thereof, or of any other such right, power, privilege, claim or remedy, in respect of the particular circumstances in question, or (ii) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter.

48 TERMINATION OF CONTRACT

- 48.1 If at any time the Contractor is in breach of any of the terms or conditions under this Contract, the Contractor shall have thirty (30) days to effect a remedy or show to SAS's satisfaction the cause of the breach of its obligations and the Contractor's intended remedy, in which case, the Contractor shall have such period, if any, as is authorised in writing by SAS to effect the remedy.
- 48.2 If the breach of the terms or conditions under this Contract is not remedied pursuant to **Clause 48.1** above, SAS may at any time prior to the Acceptance Date terminate the Contract by notice in writing as from the date specified in the notice.
- 48.3 If the Contractor, being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up otherwise than for the purpose of reconstruction or amalgamation or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court otherwise than for the purpose of amalgamation or reconstruction to make a winding-up order, or any part thereof, without the written consent or approval of SAS, then SAS shall be at liberty to terminate the Contract summarily by notice in writing to the Contractor.
- 48.4 In the event of termination of the Contract as provided for in **Clause 48.2** or **Clause 48.3** or in accordance with law, the following shall apply:-
 - (a) (i) all payments that shall have been made under the Contract less the value of all items delivered and accepted by SAS shall be refunded by the Contractor to SAS forthwith provided always that such refunds as aforesaid shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to SAS as a result of the termination of the breach of the Contract by the Contractor;

(ii) the Contractor shall upon written notice from SAS be required to remove, at the Contractor's expense, the System or any part thereof specified in the notice from the Site at a date specified by SAS, and in default SAS may (without being responsible for any loss or damage) remove and sell the same, holding the proceeds less all expenses incurred to the credit of the Contractor, or remove and return the same to the Contractor all at the Contractor's expense.

(iii) SAS shall be entitled to recover from the Contractor any damages, losses, costs and expenses which SAS may sustain or incur in consequence of such termination; all such damages, losses, costs and expenses which are or become so recoverable under the Contract together with any sum payable by the Contractor as liquidated damages, may be deducted from any money that may then be due to the Contractor and if the money then due to the Contractor under the Contract or deposited by him under the Contract as aforesaid is not sufficient for that purpose, the balance remaining unpaid shall be a debt due from the Contractor to SAS, and may be set off against any other monies which may be or become due to the Contractor from SAS or may be recovered as a debt due from the Contractor in any court of competent jurisdiction;

OR, at the sole discretion of SAS:-

(b) (i) SAS may carry out and complete the Works on its own or employ and pay other person or persons to carry out and complete the Works and he or they may enter upon the Site and use all materials, System Software and equipment thereon, and may purchase all materials necessary for the purposes aforesaid;

(ii) the Contractor shall if so required by SAS assign to SAS and without further payment the benefit of any contract for the supply of materials and/or works intended for the use under the Contract or for the execution of any Works and SAS shall pay the agreed price (if unpaid) for such materials or Works supplied or executed after the said termination;

(iii) the Contractor shall during the execution or after the execution of the Works under this sub-clause as and when required remove from the Site any materials within such reasonable time as SAS may specify in a written notice to him and in default, SAS may, without being responsible for any loss or damage, remove and sell the same, holding the proceeds less all the expenses incurred to the credit of the Contractor;

(iv) until completion of the Works under this sub-clause no payment shall be made to the Contractor under the Contract; provided that upon completion as aforesaid and the verification within a reasonable time of the accounts therefore, SAS shall certify the amount of expenses properly incurred by SAS and if such amount added to the monies paid to the Contractor before such termination exceeds the total amount which would have been payable on due completion, the difference shall be a debt payable to SAS by the Contractor, and if the said amount added to the said monies be less than the said total amount, the difference shall be debt payable by SAS to the Contractor; provided always the aforesaid shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to SAS as a result of the termination of the Contract or as a result of the breach of the Contract by the Contractor;

(v) in the event of the completion of the Works being undertaken by SAS, allowance shall be made, when ascertaining the amount to be certified as expenses properly incurred by SAS, for the cost of supervision, interest and depreciation on equipment and all other usual overhead charges and profits, as would be incurred were the work carried out by the Contractor

48.5 In addition to the rights set out in **Clause 48.2** and **Clause 48.3**, SAS may at any time upon giving notice in writing to the Contractor of its intention to do so, terminate the Contract or any part or further part thereof, and upon such notice being given, the Contractor shall cease or reduce work according to the tenor of the notice and shall forthwith do everything possible to mitigate losses consequent thereto.

48.6 If a notice under **Clause 48.5** is given, the Contractor may submit a claim for compensation subject to **Clause 48.7**. The compensation shall not exceed the total of the cost incurred by the Contractor in the performance of the Contract or the part terminated, as the case may be, and reasonable direct cost incurred with respect to termination and settlement with vendors as a consequence of SAS's termination.

48.7 The aforesaid compensation shall not be greater than a sum which in addition to any sums paid or due or becoming due to the Contractor under the Contract would together exceed the Contract Price.

48.8 Direct costs under **Clause 48.6** shall be determined in agreement with an independent and mutually agreeable public accountant. SAS shall pay the Contractor the aforesaid compensation within sixty (60) days following submission of such total cost to SAS and verified by an independent public accountant.

48.9 Where there are segregable items not desired by SAS which the Contractor agrees to retain for its own use, the compensation payable pursuant to **Clause 48.8** above shall be reduced by an amount equivalent to the total Contractor's costs for such items.

48.10 In the event of termination of the Contract under **Clause 48.5**, all Works carried out except for segregable items within the scope of **Clause 48.9** shall become the property of SAS except that title to any proprietary System Software would not be transferable, and for the removal of doubt, it is hereby declared that title to all information captured within the System is and shall solely belong to SAS.

48.11 No termination of the Contract, whether pursuant to this Clause or otherwise, shall affect any right of SAS to use any System Software whether such right is acquired pursuant to the Contract or otherwise.

49 SECURITY AND AUDIT

49.1 Intentionally Left Blank

49.1A Security

49.1A.1 The Contractor is required to maintain strict confidentiality and ensure that all information pertaining to the Site and SAS's work environment must not be disclosed to anyone except SAS's Representative and the Contractor's employees or Sub-contractors directly involved with this Contract. The Contractor is to ensure that information is not to be published or communicated to any other person in any form whatsoever except on a strictly "need-to-know" basis. Failure to comply with this confidentiality requirement shall be a ground for termination of this Contract. This Clause shall be without prejudice to the provisions of **Clause 39**.

49.1A.2 The Contractor or its employees, shall not, without the prior written permission of SAS, bring any visitor to any location or site on which the Contractor is providing the goods or services under this Contract.

49.2 Audit

49.2.1 The Contractor shall allow SAS to conduct periodic audits at all locations and site in which the Contractor is providing or has provided goods or services under this Contract to ensure that there is proper controls and compliance with this Contract. The Contractor shall cooperate with and provide support, information and assistance to SAS for the purpose of such audits.

49.2.2 All audits shall be in the form of a SAS audit, or a third-party audit conducted by a reputable audit firm.

49.2.3 The Contractor shall provide all support necessary for the conduct of the audits at no additional cost to SAS.

49.2.4 SAS may conduct surprise spot checks on any locations and site in which the Contractor is providing or has provided goods or services under this Contract for the purpose of such audits.

49A SECURITY AND DATA BREACH PROCEDURES

49A.1 The Contractor shall:

- (a) provide SAS with the name and contact information of an employee who shall serve as SAS's point of contact for all security and data breach matters, and shall be available to assist SAS at all times (24 hours per day, 7 days per week) in resolving matters associated with a security or data breach;
- (b) notify SAS of any actual, potential, or suspected physical security breach, as soon as practicable after the Contractor becomes aware of the actual, potential, or suspected physical security breach;
- (c) notify SAS and/or SAS IT Security Incident Response ("GITSIR") team] of any actual, potential, or suspected cyber-security or data breach, as soon as practicable after the Contractor becomes aware of the actual, potential, or suspected cyber-security or data breach.

49A.2 In the event of an actual, potential, or suspected security or data breach, the Contractor shall extend full cooperation and assistance to SAS, and at no cost to SAS:

- (a) assist SAS with any investigation into the actual, potential, or suspected security or data breach;
- (b) provide SAS with physical access to all the Contractor's Personnel, facilities and infrastructure that are used to perform this Contract;
- (c) facilitate interviews with the Contractor's employees;
- (d) make available all records, logs, files, data reports, and materials that may be relevant to the investigation of the security or data breach.

49A.3 The Contractor shall, at no cost to SAS, use best endeavours to immediately remedy, according to instructions or direction given by SAS, any actual or suspected security or data breach, or to prevent any potential security or data breach.

49A.4 The Contractor shall not inform any third party of any security or data breach without first obtaining SAS's prior written consent.

49A.5 The Contractor shall track all details from the point of discovery of the security or data breach to its resolution, and provide SAS with hourly updates, in the format stipulated by SAS.

49A.6 Where a Security Breach Event is caused by the Contractor's default, negligence or unlawful act, the Contractor shall reimburse SAS for all reasonable costs incurred by SAS in responding to and mitigating damages caused by the Security Breach Event. For avoidance of doubt, SAS shall not be entitled to double recovery of the administrative costs (including costs arising from investigative efforts) incurred by SAS that is covered by the liquidated damages set out in **Clause 63.1** below.

49A.7 In this Contract:

"Data" means any personal data or SAS's data;

"Data Breach" means any breach of security leading to:

- (i) unauthorised disclosure of or access to Data; or
- (ii) accidental or unlawful destruction or alteration to Data;

"Security Breach" means any breach of security, including without limitation the following:

- (i) any incident leading to unauthorised access to data, applications, services, networks or devices;
- (ii) any incident leading to the security or integrity of SAS's network being compromised;
- (iii) any physical security breach;
- (iv) any cyber-security breach; and
- (v) any Data Breach; and

“Security Breach Event” means any actual, potential, or suspected Security Breach.

“Third Party Contractor” means any third party (including any Sub-contractor) that provides or performs any part of the Application Software or Services.

49B Intentionally Left Blank

49C Intentionally Left Blank

49D SECURITY THREATS

49D.1 In the event that SAS suspects that a Security Threat exists, the Contractor shall, upon SAS’s written request, provide a warranty and reasonable proof (both in form and substance satisfactory to SAS) of the following:

- (a) such Security Threat does not exist; or
- (b) the Contractor is in the process of investigating, eliminating and mitigating such Security Threat and that such process will be completed to the satisfaction of SAS within reasonable time.

49D.2 The Contractor shall, upon SAS’s written request, assist a Law Enforcement Agency in its investigations or other necessary actions relating to the Security Threat mentioned in **Clause 49D.1**, and the Contractor shall comply at its own cost with all reasonable directions, instructions and requests of the Law Enforcement Agency, including but not limited to:

- (a) producing to the Law Enforcement Agency any physical or electronic record or document, or a copy of the record or document, that is in the Contractor’s possession; and
- (b) providing the Law Enforcement Agency with any information.

49D.3 In carrying out its obligations under **Clauses 49D.1 and 49D.2** above, the Contractor shall ensure that all Third Party Contractors and Service Personnel also carry out the said obligations where necessary or requested by the Law Enforcement Agency.

49D.4 Definitions

“Law Enforcement Agency” means any of the following:

- (a) any authority or person charged with the duty of investigating or preventing offences or charging offenders under any written law of Singapore;
- (b) any law enforcement agency of Singapore and their duly authorised officers;
- (c) any “Singapore public sector agency” (as defined in the Public Sector (Governance) Act 2018) which performs security functions, including but not limited to the Cyber Security Agency of Singapore, and their duly authorised officers.

“Security Threat” means an act or activity (whether known or suspected) that may imminently cause or result in a Security Breach Event.

50 ARBITRATION

50.1 (a) Any dispute or difference between the Parties arising out of or relating to or in connection with this Contract including any question regarding its existence, validity or termination, shall be resolved either by reference to arbitration or by court proceedings as elected by SAS.

(b) SAS may make the election on its own accord by written notice to the Contractor or shall make the election within thirty (30) days of the receipt of the Contractor's written notice which shall:

- i) state the specific dispute or difference to be resolved and the nature of such dispute or difference; and
- ii) include a request that SAS makes an election whether the dispute or difference as stated shall be resolved by reference to arbitration or by court proceedings.

(c) Should SAS fail to make the election within thirty (30) days of the receipt of the written notice by the Contractor, the dispute or difference shall be resolved by reference to arbitration in Singapore in the English language in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference into this Clause.

(d) SAS may elect to refer to arbitration all or any part of the dispute or difference as stated by the Contractor in his written notice.

50.2 Neither Party may commence any action in court before SAS has made the election.

50.3 The commencement of any arbitration proceedings shall in no way affect the continual performance of the obligations of the Contractor under this Contract.

50.4 (a) The arbitral tribunal shall consist of one arbitrator to be agreed upon between the Parties;

(b) Either Party may propose to the other the name or names of one or more persons, one of whom would serve as the arbitrator;

(c) If no agreement is reached within thirty (30) days after receipt by one Party of such a proposal from the other, the arbitrator shall be appointed by the Appointing Authority;

(d) The Appointing Authority shall be the Chairman of the Singapore International Arbitration Centre.

50.5 Where a dispute or difference is to be resolved by arbitration, the tribunal shall not enter on the reference until after the completion or alleged completion of the Works unless with the written consent of the Parties.

50.6 Any reference to arbitration under this Clause shall be a submission to arbitration within the meaning of the *Arbitration Act* for the time being in force in Singapore.

50.7 The application of Part II of the *International Arbitration Act*, and the Model Law referred thereto, to this Contract is hereby excluded.

51 Intentionally Left Blank

52 CORRESPONDENCE

52.1 Any notice or other communication given to a Party under or in connection with this Contract shall be in writing and shall be:

- 52.1.1 delivered by hand or by pre-paid post or other next working day delivery service at its address as set out in clause 52.2; or
- 52.1.2 sent by email to the address specified in clause 52.2.

52.2 The addresses and email addresses for service of notices are as follows:

The Company	<p>Singapore Arts School Ltd.</p> <p>1 Zubir Said Drive</p> <p>Administration Office #05-01</p> <p>Singapore 227968</p> <p>Email: procurement@sota.edu.sg</p>
The Contractor	[]

52.3 Any notice or communication shall be deemed to have been received:

- 52.3.1 if delivered by hand, on signature of a delivery receipt;
- 52.3.2 if sent by pre-paid post or other next working day delivery service, at 8.30am on the second Business Day after posting or at the time recorded by the delivery service; and
- 52.3.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 52.3, business hours means 8.30am to 6.00pm Monday to Friday on a day that is a Business Day.

52.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

53 CUMULATIVE REMEDIES

The rights and remedies of the parties under this Contract are cumulative and are in addition and without prejudice to any rights or remedies a Party may have at law or in equity. Further, no exercise by a Party of any one right or remedy under this Contract shall operate so as to hinder or prevent the exercise by it of any other such right or remedy under this Contract, or any other right existing at law or in equity.

54 CLAIMS FOR EXTRA WORK

54.1 SAS shall not be liable for any claims for any extra work performed or to be performed falling outside the scope of this Contract ("Extra Work") UNLESS all the following conditions are fully complied with:

- (a) all claims must be submitted in writing before the performance of any Extra Work, and
- (b) in submitting any claim under sub-clause (a) above, the Contractor shall include the price of the Extra Work and the detailed scope of the Extra Work, and
- (c) SAS agrees in writing for the Extra Work to be carried out and to the payment of the claim before the performance of any Extra Work.

54.2 The Contractor agrees that it is only entitled to claim for any Extra Work provided all the conditions in **Clause 54.1** are fully complied with. The Contractor further agrees that it shall not be entitled to additional payments whether under this Contract, restitution, quasi-contract or equitable grounds if all conditions in **Clause 54.1** are not fully complied with.

54.3 For the avoidance of doubt, **Clause 54** applies to all Extra Work including Extra Work initiated at the request of SAS.

54.4 For Extra Work initiated at the request of SAS, SAS shall reserve the right to waive any or all or any part of the conditions in **Clause 54.1** at her own discretion.

55 MEDIATION CLAUSE

55.1 Notwithstanding anything in this Contract, in the event of any dispute, claim, question or disagreement arising out of or relating to this Contract, no Party shall proceed to litigation or any other form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Center.

55.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with **Clause 55.1**.

55.3 Failure to comply with **Clause 55.1** or **55.2** shall be deemed to be a breach of Contract.

56 CONTRACTS (RIGHTS OF THIRD PARTIES)

This Contract does not create any right under the *Contracts (Rights of Third Parties) Act*, which is enforceable by any person who is not a party to it.

57 CONSORTIUM

Intentionally Left Blank

58 COEXISTENCE STRATEGY

58.1 In the event that SAS appoints more than one Contractor, whether in this Tender or subsequent tenders, the Contractors are to cooperate with each other to ensure that the service levels and requirements of the System as stated in the Requirement Specifications are met. If necessary, the operations management procedures will have to be refined by both parties to accommodate each other's Systems.

58.2 The Contractor is also required to work with the Facility Management (FM) Contractor for the IT Infrastructure in the development of the application software and also in the maintenance and support of the System. If necessary, the operations management procedures will have to be refined by both parties to accommodate each other's System.

58.3 The Contractor shall if necessary meet on a regular basis with SAS and other Contractors to discuss operational issues and other problems that may be encountered in the provision of the System and the services. The relevant technical officers involved in the provision of the services shall attend the meetings.

59 OWNERSHIP OF DOCUMENTATION AND DISPOSAL OF DOCUMENTATION UPON TERMINATION OF CONTRACT OR COMPLETION OF CONTRACT

59.1 SAS shall own all the documentation generated for the purpose of this Contract.

59.2 Subject to **Clause 39A.1.6**, the Contractor, his employees and Sub-contractors shall within seven (7) days upon the termination of this Contract or upon the completion of this Contract:

- return to SAS's Representative all property, documents, papers and copies of thereof
 - belonging to SAS,
 - received from SAS for the purpose of this Contract; or
 - produced in the course of the Contract,

which may be in their possession or under their control; and

- securely destroy and erase all softcopies of documentation that exist in hard disks, removable storage media and other storage media or facility whatsoever.

60 SET-OFF

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

61 ENTIRE AND WHOLE AGREEMENT

- 61.1 This Contract contains the entire and whole agreement between the Parties and supersedes all prior written or oral commitments, representations, arrangements, understandings or agreements between them.
- 61.2 Each Party warrants to the other that it has not entered into this Contract on the basis of any prior written or oral commitments, representations, arrangements, understandings or agreements between them

62 ISSUANCE OF WRITTEN WARNING BY SAS

- 62.1 If the Contractor is in breach of any of its obligations under the Contract, SAS may issue a written warning to the Contractor setting out the details of the Contractor's breach, and SAS shall have the right to publish or disseminate information on the written warning through any platform accessible by SAS departments, organs of state and statutory boards.
- 62.2 Information on the written warning which may be published or disseminated referred to in this **Clause 62** may include but not be limited to details and information relating to any or all of the following:
 - (a) the Contractor's breach of any of its obligations under the Contract;
 - (b) any action taken by the Contractor to rectify or remedy the breach;
 - (c) any action taken by SAS against the Contractor in respect of the breach.
- 62.3 Save as expressly provided for in the Contract, any action taken by SAS against the Contractor under **Clause 62.1** shall be without prejudice to any accrued rights and obligations under the Contract as at the date the action is taken.
- 62.4 Any publication or dissemination of the details and information on the written warning under **Clauses 62.1 and 62.2** above may be used or relied upon by SAS in the evaluation of any Tender, quotation or proposal submitted by the Contractor in response to any Invitation to Tender, Invitation to Quotation, or request for proposal issued by SAS.
- 62.5 SAS shall not be liable to the Contractor or any third party for any Losses whatsoever and howsoever arising from or relating to the proper exercise by SAS of any rights under this **Clause 62**.

63 LIQUIDATED DAMAGES FOR DATA AND SECURITY BREACHES

- 63.1 In the event the Contractor breaches any provisions in this Contract that results in the security or integrity of SAS's network being compromised ("Security Breach") or results in the unauthorised disclosure of any personal data obtained by the Contractor in the course of this Contract ("Data Breach"), the Contractor shall adhere to the security and data breach procedures set out in **Clause 49A** and without prejudice to **Clause 63.2**, SAS shall be entitled to impose liquidated damages at the rate of S\$1000 per Security Breach and Data Breach, being a genuine pre-estimate of the initial administrative costs incurred by SAS in investigating such breaches. Such liquidated damages shall be paid to SAS in Singapore Dollars no later than [thirty (30)] calendar days from the date of issue of such notification to the Contractor by SAS, and where the Contractor fails to pay such damages, SAS shall be entitled to exercise its set-off rights in accordance with **Clause 60**, or recover the same as a debt due from the Contractor in any court of competent jurisdiction.

- 63.2 Notwithstanding **Clause 63.1**, the Contractor indemnifies SAS against all damages, losses, claims, costs and expenses, suffered or incurred by SAS or third parties claiming against SAS arising from or attributable to the Security Breach and/or Data Breach, including costs incurred in rectifying the Security Breach or Data Breach respectively. For the avoidance of doubt SAS shall not be entitled to double recovery of the initial administrative costs incurred by SAS in investigating such breaches.
- 63.3 Where there is any doubt as to whether a breach materially compromises the security or integrity of SAS's network or results in the unauthorised disclosure of any personal data within the meaning of **Clause 63.1**, SAS's view shall prevail.

CONTENTS

- Schedule 1: Payment Terms
- Schedule 2: Intentionally Left Blank
- Schedule 3: Form of Agreement
- Schedule 4: Intentionally Left Blank
- Schedule 5: Undertaking to Safeguard Official Information
- Schedule 5A: Declaration
- Schedule 6: Intentionally Left Blank
- Schedule 7: Undertaking by OEM

The CONTRACT PRICE shall be paid as follows:-

- 1) Part 3 - Schedule of Price
- 2) Any GST payable for the supply of goods, services or Works by the Contractor under this Contract shall be reimbursed by SAS.
- 3) PROVIDED THAT if SAS in the Letter of Acceptance accepts payment in accordance with the Contractor's alternative payment terms contained in the Tender then such alternative payment terms shall apply.
- 4) The Contractor shall invoice SAS as per Part 3 - Schedule of Price and SAS shall pay the amounts due within **thirty (30)** of receipt of each invoice per cycle. All invoices shall be drawn and all payments shall be made in Singapore Dollars. The invoices shall also specify any GST payable by SAS.
- 5) The hardware maintenance list is referred to Part 2 - Requirement Specifications, Annex A-1 and A-2.

Intentionally Left Blank

FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____ BETWEEN the Singapore Arts School Limited (hereinafter called "SAS") of the one part and _____ (name of Contractor) (hereinafter called "the Contractor") of the other part.

WHEREAS SAS requires a computer system ("System") to be supplied and installed for SAS, and has accepted a Tender by the Contractor for the supply, delivery and installation of the same.

NOW IT IS HEREBY AGREED as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construct as part of this Agreement:
 - (a) SAS's Letter of Acceptance
 - (b) Form of Agreement
 - (c) Instruction to Tenderers
 - (d) Conditions of Contract
 - (e) Conditions of System Software Support and Hardware Maintenance
 - (f) Requirement Specifications
 - (g) Contractor's Tender including subsequent correspondence (if any) amplifying or amending the Contractor's proposals
3. In consideration of the payments to be made by SAS to the Contractor as hereinafter mentioned the Contractor hereby agrees to supply, deliver and install the System and to provide the services mentioned in the Contract in conformity in all respects with the provisions of the Contract.
4. SAS hereby agrees to pay to the Contractor in consideration for the supply, delivery and installation of the System and to provide the services mentioned in the Contract in conformity in all respects with the provisions of the Contract.

IN WITNESS WHEREOF the Parties hereto have by their respective duly authorised SAS's Representatives have hereunto set their respective hands the day, the month and the year first above written.

Signed by :
(Name of Director)
(Signature)

DIRECTOR, CORPORATE PLANNING
AND SERVICES
for and on behalf of the
SINGAPORE ARTS SCHOOL LIMITED
in the presence of:

Name :
(Name of witness)
(Signature of Witness)

Designation :
(Title)
(SINGAPORE ARTS SCHOOL LIMITED)

Signed by :
(Name)
(Signature)

for and on behalf of

.....
(Name of company)
in the presence of:

Name :
(Name of witness)
(Signature of Witness)

Designation :
(Title)
(Name of company)

Intentionally Left Blank

Reference: Clause 39.4 of Conditions of Contract

UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION

- 1 My attention has been drawn to the Official Secrets Act (Chapter 213, Revised Edition 2012) and in particular to Section 5 thereof which relates to the safeguarding of official information.
- 2 I understand and agree that all official information acquired by me in the course of my work and consultancy with any government department, statutory board or government-owned company is strictly confidential in nature, and is not to be published or communicated by me to any unauthorised person in any form at any time, without the official sanction of the relevant Permanent Secretary or the Chief Executive Officer of the statutory board or government-owned company.
- 3 I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the Official Secrets Act.

.....
(Signature of Officer)

.....
(Full name in BLOCKS)

.....
(Designation)

.....
(Name of Company)

.....
(Date)

.....
(Full name in BLOCKS)

.....
(Signature of WITNESS)

.....
Ministry/Government Dept/Statutory
Board/Government-owned Company

.....
(Designation)

.....
(Date)

Reference: Clause 59 of *Conditions of Contract*

DECLARATION

1. My attention has been drawn to the *Official Secrets Act* (Chapter 213) and in particular to Section 5 thereof which relates to the safeguarding of official information.
2. I have pursuant to Clause 59 of the *Conditions of Contract* returned to SAS all data (including, but not limited to, SAS Data and Confidential Information) received from SAS for the purpose of this Contract together with all related documentation and all copies thereof owned by SAS; and
3. I further understand and agree that any breach or neglect of my obligation under Clause 59 of the *Conditions of Contract* may render me liable to prosecution under the *Official Secrets Act*.

Signature

Full Name in BLOCKS

Designation

Name of Company

Date

Signature of Witness

Full Name in BLOCKS

Address: _____

Date: _____

Intentionally Left Blank

The undertaking shall be in the form that follows:

UNDERTAKING BY OEM (FOR HARDWARE)

To: The Singapore Arts School Limited

TENDER NO: SAS/OP/2025/017/T

1. We refer to the above Tender. All words and phrases used in this undertaking have the same meaning as in your Invitation to Tender for the above Tender unless otherwise specified.
2. We are original equipment manufacturer and the Contractor to [name and address of Tenderer] (the "Contractor") of the hardware set out in Annex A-1 and A-2 (the "Hardware") for the purpose of the above Tender.
3. In consideration of you awarding the Tender to the Contractor, we hereby undertake to perform the obligations set out in the following paragraphs.
4. In respect of the Hardware, we warrant the continued maintenance and support for the Hardware for the duration of the Hardware Warranty Period [and the duration of the Hardware Maintenance Period]. The scope of maintenance for the Hardware shall be as set out in the Contract and any hardware maintenance and support agreement applicable to SAS in respect of the Hardware (including the supply of spares). Should the Contractor be unwilling or unable to provide maintenance and support for the Hardware for any reason or should the purchased maintenance be terminated for any reason, we confirm that we can offer maintenance and support of the Hardware as set out above (either by ourselves or through a Sub-contractor) for the remainder of the Hardware Warranty Period and the duration of the Hardware Maintenance Period and agree to maintain and support the Hardware for the remainder of the Hardware Warranty Period and duration of the Hardware Maintenance Period on mutually agreed terms, and the pricing shall be that offered to our other customers in SAS, or if not available, then to our other customers, as long as the Hardware has not reached the end-of-life or end-of-support. We shall provide at least one (1) year's notice of any end-of-life or end-of-support for the Hardware.
5. We warrant that your right to maintenance and support for the Hardware as set out in this undertaking will survive the following events:
 - (a) the termination of the legal relationship between you and the Contractor; or
 - (b) the termination of the legal relationship between the Contractor and us.
6. We declare that this undertaking is intended to be legally binding and we agree to execute a formal agreement with you in respect of the obligations set out herein upon your written request.

For and on behalf of
Name of OEM:

by its authorised signatory
Name of signatory:
Designation:

Date:

Part 1 - Section C

CONDITIONS OF SYSTEM SOFTWARE SUPPORT AND HARDWARE MAINTENANCE

CONTENTS

1. DEFINITIONS
2. SERVICES TO BE PERFORMED
3. SYSTEM SOFTWARE MAINTENANCE AND SUPPORT
4. HARDWARE MAINTENANCE
5. AD HOC SERVICES
6. ADDITIONAL ITEMS
7. CHARGES
8. WARRANTY AND DEFAULT
9. CONTRACTOR'S RESPONSIBILITIES
10. SAS'S RESPONSIBILITIES
- 10A. UNAUTHORISED CODE
11. CONFIDENTIALITY
- 11A. DATA SECURITY AND PROTECTION
12. PATENT, COPYRIGHT AND OTHER INDEMNIFICATION
13. INTENTIONALLY LEFT BLANK
14. FORCE MAJEURE
15. DURATION AND TERMINATION
16. APPLICABLE LAW
17. INTENTIONALLY LEFT BLANK
18. MEDIATION CLAUSE
19. CONTRACTS (RIGHTS OF THIRD PARTIES)
20. COEXISTENCE STRATEGY
21. HARDWARE MAINTENANCE CHARGE
22. DOCUMENTATION AND DIAGNOSTIC ROUTINES
23. WAIVER AND VARIATION OF CONTRACT
24. SUB-CONTRACT, ASSIGNMENT, TRANSFER
25. GIFTS, INDUCEMENT AND REWARDS
26. CORRESPONDENCE
27. CUMULATIVE REMEDIES
28. LIQUIDATED DAMAGES
29. OWNERSHIP OF DOCUMENTATION AND DISPOSAL OF DOCUMENTATION UPON
TERMINATION OF MAINTENANCE CONTRACT OR COMPLETION OF MAINTENANCE
CONTRACT

SCHEDULE

SCHEDULE 8: LIQUIDATED DAMAGES

1. DEFINITIONS

1.1 These Conditions of System Software Support and Hardware Maintenance (hereinafter call the "Maintenance Contract") govern the maintenance of the Hardware and System Software maintenance and support upon SAS's exercise of the pursuant to **Clause 27** of the Conditions of Contract (Part 1 - Section B).

1A.1 The Contractor agrees to perform and be bound by the following terms and conditions in Part 1 - Section B, as if all such terms and conditions applied to and are incorporated by reference mutatis mutandis, as if set forth at length in this Maintenance Contract:

Clause 13 - Contractor's Personnel
Clause 31 - Documentation
Clause 32 - Liability of Contractor
Clause 34 - Relocation of System
Clause 35 - Language
Clause 36 - Losses
Clause 37 - Limitation of Liability
Clause 38 - Insurance
Clause 40 - Compliance with Statutes, Regulations
Clause 43 - Public release of Information
Clause 49 - Security and Audit
Clause 49A - Security and Data Breach Procedures
Clause 54 - Claims for Extra Work
Clause 60 - Set Off
Clause 61 - Entire and Whole Agreement
Clause 62 - Issuance of Written Warning by SAS
Clause 63 - Liquidated Damages for Data and Security Breaches

1A.2 Any reference to:

- (a) "**Contract**" in any terms and conditions incorporated under **Clause 1A.1** shall be read as referring to "Maintenance Contract".
- (b) "**Contract Price**" in any terms and conditions incorporated under **Clause 1A.1** shall be read as referring to "price of the Maintenance Contract."

1A.3 In the event of any conflict or inconsistency between Part 1 - Section B and this Maintenance Contract, such conflict or inconsistency shall be resolved in accordance with the terms and conditions of the Maintenance Contract.

1.2 Subject to this clause and unless the context otherwise requires, the terms used herein have the same meanings as in the Conditions of Contract (Part 1 - Section B) and:-

“Documentation” means all operating manuals, training materials, programs and associated documentation relevant to the System.

“Hardware Maintenance Charge” means the charge payable for Hardware Maintenance Service in relation to an item of Hardware.

“Hardware Maintenance Service” means the service provided by the Contractor as defined in the Requirement Specifications in Part 2 of this Invitation to Tender.

“Operating Hours” means the scheduled operating hours of the System which will be from 08:30 hours to 18:00 from Monday to Sundays, excluding Public Holidays.

“Support Hours” means hours from 00:00 to 23:59 from Monday to Sunday inclusive of Public Holidays.

“System” means the items of Hardware and System Software listed in the Part 2 Annex A-1 and A-2.

"System Availability Level" shall be determined according to the following formula:

System Availability Level = [Operating Hours - System Downtime] x 100% / [Operating Hours]

"System Downtime" means the period of time during the Operating Hours of the System where the System is not operating in accordance with the Requirement Specifications except for occasions where the failure is due to factors for which SAS is responsible or which are not due to the System supplied by the Contractor and shall not include the downtime after the Operating Hours.

"Writing" includes any mode of representing or reproducing words, figures, drawings or symbols in a visible form delivered posted or transmitted electronically.

- 1.3 Words importing the singular shall also include the plural and vice versa where the content requires.
- 1.4 The headings in this Contract are for convenience of reference only and shall not be deemed to be part of this Contract or be taken into consideration in the interpretation or construction of this Contract.
- 1.5 Unless otherwise provided, any reference to any statute or legislation shall be deemed a reference to such statute or legislation as amended from time to time and be deemed to include any subsidiary legislations made thereunder.

2. SERVICES TO BE PERFORMED

The Contractor shall provide:

- (a) System Software maintenance and support for the System Software and any other application development System Software or tools listed in Part 2 Annex A-1 and A-2, which Contractor shall update the serial numbers of new devices/parts into the SAS's network devices' inventory Part 2 Annex A-1 and A-2 simultaneously; and
- (b) hardware maintenance for all the items of Hardware and any other hardware peripherals listed in the Part 2 Annex A-1 and A-2, which Contractor shall update the serial numbers of new devices/parts into the SAS's network devices' inventory Part 2 Annex A-1 and A-2 simultaneously.

3. SYSTEM SOFTWARE MAINTENANCE AND SUPPORT

- 3.1 System Software maintenance and support for the System shall include the following:

- (a) investigation and correction of defects in the System Software as reported by SAS including temporary corrections and bypass of the defects until such time as standard corrections and/or updates of the System Software are available ("Remedial Support");
- (b) installation, testing and the implementation of standard corrections, updates, supply and installation of new versions and new releases of the System Software and updating of related documentation and materials;
- (c) rendering advice on the performance tuning of all items of System Software;
- (d) recovering lost data, restoration and repair of damaged data and the correction of erroneous data to the extent possible;
- (e) restoring the System to an operable state where System Downtime is attributable to System Software defect or error;
- (f) rendering advice and guidance to SAS in the use of the System;

- (g) at the request of SAS to provide training for the personnel of SAS in the use of the System;
- (h) informing SAS of all future updates and new releases of the System Software within one (1) calendar week of their release for general distribution and, when so requested by SAS, supplying and installing the relevant update and releases within four (4) calendar weeks of receipt of SAS's request; and
- (i) providing other System Software support services including technical advice and assistance as may be required by SAS from time to time.

3.2 Remedial Support

3.2.1 Remedial Support shall be provided during Support Hours.

3.2.2 On receipt of information from SAS of a defect or an error in the System, the Contractor shall immediately dispatch its personnel to the Site to arrive at the Site within the stipulated Service Level Agreement as stated in Part 2 - Requirement Specifications of the time the information from SAS was received.

3.2.3 Time shall be of the essence in responding to calls for Remedial Support. The Contractor shall take all measures necessary to ensure that the response time stated in **Clause 3.2.2** of this Maintenance Contract is complied with and shall, if requested by SAS, provide its personnel with contact details or any other equipment which SAS may require to ensure that the response time is always complied with.

3.2.4 The Contractor shall inform SAS of the contact persons and contact telephone numbers of its personnel to whom requests for Remedial Support shall be made. Any report of a defect in the System to any person nominated by the Contractor by name or to a person answering to a telephone number supplied by the Contractor pursuant to this clause shall be deemed to be a request for Remedial Support contemplated by this clause.

3.2.5 Where the Contractor is not able to remedy the defect or error or successfully implement a temporary correction or bypass within eight (8) hours of the arrival at the Site, the Contractor shall, without any cost to the SAS, engage the services of an independent expert, who may be an employee of the developers of the particular defective System Software, to remedy the defect or error and/or effect a temporary correction or bypass. The independent expert shall arrive and commence work at the Site within three (3) days of the request for Remedial Support.

3.2.6 Forthwith upon such remedies being completed the Contractor shall deliver to SAS the corrected version of the object code of the System Software in machine-readable form for loading on to the Hardware together with appropriate amendments to the Documentation, if any, specifying the nature of the correction and providing instructions for the proper use of the corrected version of the System Software on the Hardware.

4. HARDWARE MAINTENANCE

4.1 Hardware maintenance shall include the following:

4.1.1 Routine Preventive Maintenance i.e. maintenance of the Hardware in good working order including:

- (a) lubricating, cleaning and adjusting parts or devices of the Hardware;
- (b) running diagnostic programs on the Hardware;
- (c) the replacement, without cost to SAS, whether in respect of labour or parts etc., where replacement is necessary for the normal functioning of the System; and Contractor shall update the serial numbers of new devices/parts into the SAS's network devices' inventory Part 2 Annex A-1 and A-2 simultaneously.
- (d) any other test or adjustments necessary to keep the Hardware in the working order contemplated by the Requirement Specifications.

The Schedule for Routine Preventive Maintenance shall be as specified in the Part 2 - Requirement Specifications **Clause 7**. With the written consent of SAS, the Contractor may carry out such maintenance during an occasion of Remedial Maintenance Services in substitution for the next scheduled occasion for Routine Preventive Maintenance.

4.1.2 In Remedial Maintenance Services (i.e. the correction of any failure or malfunction of the Hardware during the Support Hours); the Contractor shall:

- (a) Upon receipt of notification from SAS that the Hardware has failed or is malfunctioning, dispatch suitably qualified personnel to arrive at the Site within four (4) hours of the receipt of the notification to make such repairs and adjustments to and replace such parts of the Hardware as may be necessary to restore the Hardware to the working order contemplated in the Requirement Specifications.
- (b) Where the Contractor is unable to restore any component part of the Hardware to the working order contemplated by the Requirement Specifications within four (4) days from day of receipt of notification from SAS that the component has failed or is malfunctioning, the Contractor shall, without any cost to SAS, provide SAS with equipment which is functionally equivalent to the defective component ("substitute equipment") until the failure or malfunction is rectified. The substitute equipment shall be provided at the Site.

4.2 Intentionally Left Blank

4.3 Any defective part removed from the System shall become the property of the Contractor when it is replaced by the Contractor at no cost to SAS with a good workable part.

4.4 The Contractor may at its option, and with SAS's written consent, at no cost to SAS, make modifications to the Hardware to improve the operation and/or reliability of the Hardware.

5. AD HOC SERVICES

Intentionally Left Blank

6. ADDITIONAL ITEMS

SAS may, with the written consent of the Contractor, include other items of System Software and/or hardware, whether or not these are included in the System, within the purview of this Maintenance Contract and all terms and conditions set out therein shall apply to these additional items.

7. CHARGES

7.1 SAS shall pay the Contractor the charges as specified in the Part 3 - Schedule of Price. The charges quoted shall be exclusive of GST on the services to be supplied by the Contractor. SAS shall reimburse the Contractor any GST chargeable on the services.

7.2 All charges payable under this Maintenance Contract shall commence as from the same date. Where any additional item is included within the purview of this Maintenance Contract after the commencement or renewal thereof, the agreement and charges payable in respect of those items shall be pro-rated on a daily basis on the basis of a 365-day year so as to be renewable as from the same date as the other items, System Software or Hardware.

7.3 The Contractor shall invoice SAS as per Part 3 - Schedule of Price in accordance with such means and in such format as may be specified by SAS and SAS shall pay the amounts due within thirty (30) days of receipt of each invoice. All invoices shall be drawn and all payments shall be made in Singapore Dollars. The invoices shall also specify any GST payable by SAS.

7.4 Upon renewal of the agreement, the Contractor shall be entitled to increase the charges set out in the Part 2 Annex A-1 and A-2 in respect of items which have been covered by this agreement for a period of at least nineteen (19) months.

Provided:

- (a) The Contractor has given SAS at least ninety (90) days prior notice in writing of the intended revision; and
- (b) Any increment in the rates of maintenance charges from one year to the next shall not exceed five percent (5%) of the previous year's rates and the rates shall not in any event be higher than those charged by the Contractor at Fair Market Value.

7.5 Where and whenever a notice of intended revision of charges under **Clause 7.4** of this Maintenance Contract is received by SAS, SAS may terminate the whole of this Maintenance Contract or may withdraw any item from coverage under this Maintenance Contract by giving the Contractor at least thirty (30) days notice in writing of the same to take effect as from the date on which the Contractor's written notice of intended revision expires.

8. WARRANTY AND DEFAULT

8.1 The Contractor warrants as follows:-

- (a) That all his personnel and those of his Sub-contractors are suitably qualified and competent to carry out the tasks required of him under this Maintenance Contract;
- (b) That he shall carry out his obligations in conformity with the general accepted standards of skill, care and diligence appropriate to the nature of the service rendered;
- (c) That he has access to all necessary facilities and equipment to perform the Hardware Maintenance Service;
- (d) That any equipment or material used by him, including debugging software, firmware or hardware, shall not interfere with the normal operation of the System during its Operating Hours;
- (e) That during the period for which the System is under maintenance in accordance with this Contract, the System Availability Level shall not be less than ninety-nine percent (99%) for each calendar month or part thereof; and
- (f) That in the event he fails to conform to the terms of this Maintenance Contract and in particular the warranties given under this clause, he shall, without request, take immediate action to remedy the same without any cost to SAS.

8.2 Where the Contractor fails or refuses to carry out his obligations under this Maintenance Contract and, in particular, the warranties set out above, SAS may itself employ and pay another party to undertake the performance thereof and may charge the Contractor for any expense, cost, damage or loss which SAS sustained on account of the Contractor's default. The Contractor shall not be relieved of his obligations under this Maintenance Contract by the failure of SAS to make any inspection or discover any defective work or any aspect of the Contractor's default.

9. CONTRACTOR'S RESPONSIBILITIES

9.1 The Contractor shall maintain a log of all his activities at the Site pursuant to this Maintenance Contract. The Contractor shall propose a format for the log and recommend procedures for its usage. The log will include but not be limited to the following:

- (a) date and time the Contractor is notified of any defect for malfunction;
- (b) date and time of arrival of the Service Personnel at the Site;
- (c) item or part of the System Software or Hardware subject to investigation;
- (d) total time the System or part thereof is made unavailable to SAS;

- (e) description of defect(s), including cause(s);
- (f) corrective action taken, including temporary corrections, bypasses, etc.;
- (g) preventive action to be taken; and
- (h) tests performed and results.

9.2 Following every visit to the Site by the Service Personnel, the Contractor shall at its own expense within a reasonable period of time, clear away and remove from the Site all surplus materials, rubbish and work of every kind and leave the whole of the Site clean and in workmanlike condition.

9.3 Where the Contractor is unable to rectify any defect or malfunction within twenty-four (24) hours from the time the Contractor is notified of the same, the Contractor shall immediately notify SAS giving pertinent details including the time by which it expects to complete the rectification. The notice shall be for information only and it shall not by itself result in a waiver by SAS of any rights or remedies SAS is entitled to under this Maintenance Contract.

9.4 The Contractor shall continue with its efforts to correct or rectify any defect or malfunction in the System Software and/or the Hardware reported to it until such time as the defect or malfunction is corrected or restored such as to enable the System to operate in the manner contemplated in the Requirement Specifications, unless the Contractor is able to satisfy SAS that the defect or malfunction is due to a factor for which SAS is responsible.

9.5 The Contractor shall, even where a defect or malfunction in the System is due to a factor for which SAS is responsible, assist SAS to correct and/or rectify the defect or malfunction on the agreement of SAS to pay the Contractor. (if applicable)

9.6 Any System Software or equipment of any kind used by the Contractor to carry out his obligations shall be deemed to be included in the charges payable for such services and shall not interfere with the normal operations of the System. Any debugging tools incorporated into the System shall become the property of SAS.

9.7 The Contractor shall, at the request of SAS, supervise the dismantling, packing, unpacking, inspection and re-installation of the System or part thereof where the System or part thereof is moved from one location to another in Singapore provided that SAS has given at least thirty (30) days notice of its intention to move the System or part thereof to the Contractor.

9.8 Intentionally Left Blank

10. SAS'S RESPONSIBILITIES

10.1 SAS shall:-

- (a) ensure that proper environmental conditions are maintained for the System and shall maintain in good condition the accommodation of the Hardware, the cables and fitting associated therewith and the electricity supply thereto;
- (b) provide the Contractor reasonable access to the System to enable the Contractor to carry out his obligations provided that such access shall not interfere with the normal operations of SAS;
- (c) not make any modification to the System without the Contractor's prior written consent except for:
 - (i) modifications made in accordance with or pursuant to documentation provided by the Contractor;
 - (ii) modifications to the System to enable it to meet the Requirement Specifications or such additional requirements as may be agreed between SAS and the Contractor;

- (iii) configuration of the System;
- (iv) installation of approved System Software into the System; or
- (v) installation of System Software or types of System Software which the System is intended to work with;

- (d) operate the System in a prudent manner in accordance with the Standard Instructions of the manufacturers of the System or the advice of the Contractor;
- (e) not attempt to adjust, repair or maintain the System nor request, permit or authorise any person other than the Contractor or persons approved by the Contractor to carry out adjustments, repair or maintenance to the System; and
- (f) promptly notify the Contractor if the System Software or Hardware or the System as a whole requires maintenance or is not operating correctly.

10.2 SAS shall use only the current release of the System Software that is available and shall not alter, modify or copy the System Software except with the permission of the Contractor.

10A. UNAUTHORISED CODE

10A.1 The Contractor warrants that all magnetic or other storage media and other materials capable of being stored on such media:

- (i) supplied as a software or part thereof or with any software; or
- (ii) used in the performance of any Services;

shall not contain any Unauthorised Code.

10A.2 Prior to and at the time of delivery and installation, the Contractor shall conduct a complete and thorough scan for Unauthorised Code using anti-virus software package(s) on all software and materials provided under the Maintenance Contract.

10A.3 In the case of breach of **Clause 10A.1** above, the Contractor shall indemnify SAS fully against all costs incurred by SAS in the course of or incidental to removing the Unauthorised Code and recovering any lost or damaged data or software.

10A.4 In this clause, “Unauthorised Code means any virus, Trojan Horse, worm, logic bomb or other software routine or hardware components designed to permit unauthorised access, to disable, erase, or otherwise harm software, hardware or data, or to perform any such actions.

11. CONFIDENTIALITY

The Contractor shall ensure all his personnel and those of his Sub-contractors who are or may be involved in the execution of his obligations under this Maintenance Contract complies with the provisions of the *Official Secrets Act* and that if so requested by SAS each of them shall sign an Undertaking to Safeguard Official Information in accordance with Schedule 5 of Part 1 - Section B.

11A. DATA SECURITY AND PROTECTION

11A.1 The Contractor shall take all reasonable measures to ensure that personal data held in connection with the Contract is protected against loss, and against unauthorised access, use, modification, disclosure or other misuse. Contractor.

11A.2 The Contractor shall in respect of any personal data held in connection with the Purchase Order Contract cooperate with any reasonable requests, directions or guidelines of SAS arising in connection with the handling of personal data.

12. PATENT, COPYRIGHT AND OTHER INDEMNIFICATION

Clause 33 of Part 1 - Section B shall apply to all corrected and modified versions of the Hardware and System Software as such clause is expressed to apply to the Hardware and System Software *mutatis mutandis* and the Parties hereby undertake to be bound by and to comply with the terms thereof accordingly.

13. Intentionally Left Blank**14. FORCE MAJEURE**

14.1 Neither Party shall be liable for any failure to perform his obligations under this Maintenance Contract if the failure results from events which are beyond the reasonable control of either Party. Provided always that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For purposes of this agreement, such acts shall include acts of God, civil or military authority, civil disturbances, wars, strikes, fires or other catastrophes.

14.2 If any force majeure event shall continue for a period exceeding six (6) months SAS may at any time thereafter upon giving notice to the Contractor elect to terminate this Maintenance Contract.

14.3 In any of the events mentioned aforesaid the Contractor or SAS shall for the duration of such event be relieved of any obligation under this agreement including the payment of the charges for services as is affected by the event except that the provisions of this agreement shall remain in force with regard to all other obligations under this agreement which are not affected by the event. Any monies or fees paid in advance by SAS for the period and the services so affected shall be prorated and refunded to SAS.

14.4 Where SAS elects to terminate this agreement under this clause, the Contractor shall forthwith refund to SAS all amounts paid to the Contractor less the price of goods and services which have been provided to SAS.

15. DURATION AND TERMINATION**15.1 Intentionally Left Blank**

15.1.1 SAS may terminate this agreement by giving at least thirty (30) days notice in writing to the Contractor without providing any reason. Upon receipt of such written notice, the Contractor shall cease or reduce his work according to the tenor of the notice, and shall forthwith take reasonable steps to mitigate its losses consequent thereto. SAS shall pay to the Contractor the compensation as determined in accordance with **Clauses 15.1.1B to 15.1.1D** below ("Termination Compensation"). The Termination Compensation shall be in full and final settlement of all liabilities of SAS arising out of any termination of this Contract by SAS pursuant to this **Clause 15.1.1**.

15.1.1A Upon receipt of a written notice pursuant to **Clause 15.1.1**, the Contractor may, subject to **Clauses 15.1.1B to 15.1.1D**, submit a claim to SAS for compensation.

15.1.1B The Contractor shall set out its claim in a report on an itemised basis and the report shall contain such information that SAS may reasonably require. The compensation:

(a) shall not exceed the total of the following two components:

- (i) the reasonable direct costs which the Contractor has reasonably incurred in respect of the terminated portions of the Contract;
- (ii) any other reasonable costs reasonably incurred by the Contractor in respect of the terminated portions of the Contract; and

(b) shall, in any event, not be greater than a sum which, in addition to any sums paid or due or becoming due to the Contractor under the Contract, would together exceed the price provided under the Contract for the terminated portion of the Contract.

15.1.1C The Parties shall make all reasonable efforts to reach an agreement on the compensation sum set out in the Contractor's report, and failing such agreement, the report shall be submitted to an independent public accountant or valuator for verification of compliance with **Clause 15.1.1B**, with any doubts as to whether the costs were reasonably incurred or were reasonable in amount to be resolved in favour of SAS. The appointment of such independent public accountant or valuator shall be subject to SAS's approval, and the cost of such appointment shall be borne by SAS.

15.1.1D SAS shall pay to the Contractor:-

(a) the compensation sum in the Contractor's report, if such sum is mutually agreed upon between the Parties, within sixty (60) calendar days of such agreement; or

(b) the compensation sum in the report as verified or varied by the independent public accountant or valuator, if such compensation sum is submitted to an independent public accountant or valuator, within sixty (60) calendar days of SAS's receipt of the report from the independent public accountant or valuator.

15.2 SAS may forthwith on giving notice in writing to the Contractor terminate this agreement

(a) if the System or any substantial part thereof is lost, stolen or damaged beyond economic repair; or

(b) if the Contractor, being a company, shall have a receiver or liquidator appointed or shall pass a resolution for winding-up (otherwise than for the purpose of amalgamation or reconstruction) or is subject to a court order having the same effect, or being a partnership shall be dissolved or being an individual shall commit any act of bankruptcy or dies or if the Contractor (whether a company or not) entered into any composition or arrangements with its creditors or becomes insolvent.

15.3 SAS may terminate this agreement by giving at least seven (7) days notice in writing to the Contractor where the Contractor has breached or failed to observe any term of this agreement or generally failed to perform his obligations under the agreement in the manner contemplated by this Maintenance Contract and has failed to remedy the failure or default within a period of thirty (30) days from the receipt of a notice in writing by SAS requiring the Contractor so to do.

15.4 Intentionally Left Blank

15.5 On the termination of this Maintenance Contract, any monies or fees paid in advance by SAS shall, without affecting any remedy which SAS may have for any breach of this agreement by the Contractor, be pro-rated and refunded to SAS.

15.6 Any termination of this agreement, however occasioned, shall not affect the accrued rights or liabilities of either Party nor shall any remedy which any Party have against the other for breach of this Maintenance Contract be affected.

15.7 In the event of any termination or expiration of this Maintenance Contract however caused, the Contractor shall conduct a thorough inspection of the System together with SAS or its nominated contractor to fully ascertain the condition of the System at the date of such termination or expiration and sign a mutually agreed certificate in respect of the findings of such inspection. If any of the following is discovered:

(a) any obligations of the Contractor under this Maintenance Contract which remains undischarged;

(b) any defect, malfunction or error in the Hardware and/or System Software which was rectified in a manner which would render future maintenance effort more costly, inconvenient or cumbersome;

The Contractor shall, upon request by SAS, remedy the foregoing to SAS's satisfaction, failing which, SAS may:

- (i) remedy the matters referred to in paragraphs (a) and (b) above and the Contractor shall indemnify SAS against all costs incurred in relation thereto; or
- (ii) hand the System over to a new maintenance contractor without remedying the matters referred to in paragraphs (a) and (b) above, in which event the Contractor shall indemnify SAS against all increased maintenance charges required by the new maintenance contractor on account of the matters referred to in paragraphs (a) and (b) above.

16. APPLICABLE LAW

The Maintenance Contract shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose and the Parties to submit to the jurisdiction of the Courts of Singapore.

17. Intentionally Left Blank

18. MEDIATION CLAUSE

- 18.1 Notwithstanding anything in this Maintenance Contract, in the event of any dispute, claim, question or disagreement arising out of or relating to this Maintenance Contract, no Party shall proceed to litigation or any other form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Center.
- 18.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with **Clause 18.1**.
- 18.3 Failure to comply with **Clause 18.1 or 18.2** shall be deemed to be a breach of Maintenance Contract.

19. CONTRACTS (RIGHTS OF THIRD PARTIES)

This Maintenance Contract does not create any right under the *Contracts (Rights of Third Parties) Act*, which is enforceable by any person who is not a party to it.

20. COEXISTENCE STRATEGY

- 20.1 The Contractor shall work with SAS Contractors for the IT Infrastructure in the development, maintenance and support of the System and shall if necessary refine their operations management procedures to accommodate each other's System.
- 20.2 In the event that SAS appoints more than one Contractor, whether in this tender or in subsequent tenders, the Contractors shall cooperate with each other to ensure that the service levels and requirements of the System as stated in the Requirement Specifications are met and shall if necessary, refine their operations management procedures to accommodate each other's Systems.
- 20.3 Where more than one Contractor is appointed by SAS pursuant to **Clause 20.2**, the Contractors shall, if necessary hold meetings with SAS on a regular basis to discuss operational issues and other problems that may be encountered in the provision of the services. The relevant technical officers involved in the provision of the services shall attend the meetings.

21. HARDWARE MAINTENANCE CHARGE

21.1 When the Hardware Maintenance Charge is calculated on the basis of the time taken for work performed on an item of Hardware, that Charge shall not include any time taken by the Contractor to obtain the necessary tools, parts and equipment before performing the work on the item of Hardware.

21.2 Where a minimum Hardware Maintenance Charge applies in respect of Hardware Maintenance Service undertaken to correct a fault, no further minimum Hardware Maintenance Charge shall apply to subsequent maintenance found necessary in respect of that particular fault.

21.3 The Hardware Maintenance Charge set out in the Works order shall be taken to include all labour costs.

22. DOCUMENTATION AND DIAGNOSTIC ROUTINES

22.1 Subject to **Clauses 22.2 and 22.3**, the Contractor shall, where it has or can obtain the rights to do so, provide SAS with all the Documentation to be used by the Contractor in providing any maintenance service under this Maintenance Contract and a copy of such Documentation, as well as necessary facilities and equipment normally used to provide maintenance of the Hardware and the System.

22.2 The Contractor shall provide SAS with all the Documentation referred to in **Clause 22.1** if the Contractor normally makes those items to any of its customers (including SAS).

22.3 Where the Contractor does not normally make a particular item referred to in **Clause 22.2** available to any of its customers (including SAS), the Contractor may supply that item to SAS in special circumstances on terms and conditions to be agreed between the Parties.

22.4 The Contractor shall maintain up-to-date lists of significant spare parts, test plant and engineering diagnostic routines required for the Hardware Maintenance Service.

22.5 The Contractor shall run diagnostic programs designed to check the correct functioning of specified units according to the relevant manufacturer's specifications.

23. WAIVER AND VARIATION OF CONTRACT

23.1 No waiver of any breach of the Contract shall be deemed to be waiver of any other or of any subsequent breach. In no event shall any delay, failure or omission on the part of either of the parties in enforcing or exercising any right, power, privilege, claim or remedy, which is conferred by this Contract, at law or in equity, or arises from any breach by any of the other Parties of this Contract, be deemed to be or be construed as, (i) a waiver thereof, or of any other such right, power, privilege, claim or remedy, in respect of the particular circumstances in question, or (ii) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter.

23.2 Any waiver (whether affected by a positive waiver or by a delay or failure in enforcement) by any Party hereto of its right, in any instance, to require compliance with any of the provision of this Contract by other Party shall not prevent that Party (subject to reasonable notice where a positive waiver has been granted) subsequently requiring such compliance in respect of that instance by the other Party.

23.3 No variation of this Maintenance Contract shall be of any force unless such variation is agreed upon in writing and signed by an authorised officer or representative of each of the parties of this Contract. And the amount of the variation charge shall not exceed 5% of the estimated procurement value of this tender.

24 SUB-CONTRACT, ASSIGNMENT, TRANSFER

The Contractor shall not, without the written consent of SAS, sub-contract, assign or transfer this Maintenance Contract or the benefits or obligations or any part thereof to any other person, provided that this shall not affect any right of the Contractor to assign, either absolutely or by way of charge, any monies due or to become due to him, or which may become payable to him under this Maintenance Contract. The Contractor shall be responsible for the acts, defaults, neglects or omissions of any assignee or Sub-contractor, their employees or workmen as fully as if they were the acts, defaults, neglects or omissions of the Contractor, employees or workmen.

25 GIFTS, INDUCEMENT AND REWARDS

SAS shall be entitled to terminate this Maintenance Contract at any time and to recover from the Contractor the amount of any loss resulting from such termination, if the Contractor or the Sub-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 act in relation to the obtaining or execution of this Maintenance Contract with SAS or for showing or forbearing to show favour to any person in relation to any agreement with SAS or if the like acts shall have been done by any person employed by the Contractor or Sub-contractor, or if in relation to any Contract with SAS, the Contractor or the Sub-contractor or any person employed by the Contractor or Sub-contractor shall have committed any offence under Chapter IX of the *Penal Code* or the *Prevention of Corruption Act* of Singapore or shall have abetted or attempted to commit such an offence or shall have given any fee or reward to any person the receipt of which is an offence under the said part of the *Penal Code* or under the *Prevention of Corruption Act* or any legislation enacted in substitution thereof for the time being in force in Singapore.

26 CORRESPONDENCE

26.1 Any notice or other communication given to a Party under or in connection with this Contract shall be in writing and shall be:

- 26.1.1 delivered by hand or by pre-paid post or other next working day delivery service at its address as set out in clause 26.2; or
- 26.1.2 sent by email to the address specified in clause 26.2.

26.2 The addresses and email addresses for service of notices are as follows:

The Company	Singapore Arts School Ltd. 1 Zubir Said Drive Administration Office #05-01 Singapore 227968 Email: procurement@sota.edu.sg
The Contractor	[]

26.3 Any notice or communication shall be deemed to have been received:

- 26.3.1 if delivered by hand, on signature of a delivery receipt;
- 26.3.2 if sent by pre-paid post or other next working day delivery service, at 8.30am on the second Business Day after posting or at the time recorded by the delivery service; and
- 26.3.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 26.3, business hours

means 8.30am to 6.00pm Monday to Friday on a day that is a Business Day.

26.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27 CUMULATIVE REMEDIES

The rights and remedies of the parties under this Contract are cumulative and are in addition and without prejudice to any rights or remedies a Party may have at law or in equity. Further, no exercise by a Party of any one right or remedy under this Contract shall operate so as to hinder or prevent the exercise by it of any other such right or remedy under this Contract, or any other right existing at law or in equity.

28 LIQUIDATED DAMAGES

In the event that the Contractor fails to meet the stipulated minimum requirements as stated in Part 1 - Section C and Part 2 of this Contract, SAS may at its own absolute discretion, impose such liquidated damages based on the computation listed in Schedule 8 of Part 1 - Section C.

29 OWNERSHIP OF DOCUMENTATION AND DISPOSAL OF DOCUMENTATION UPON TERMINATION OF MAINTENANCE CONTRACT OR COMPLETION OF MAINTENANCE CONTRACT

29.1 SAS shall own all the documentation generated for the purpose of this Maintenance Contract.

29.2 The Contractor, his employees or Sub-contractors shall within seven (7) days upon the termination of this Maintenance Contract or upon the completion of this Maintenance Contract:

- (a) return to the Representative all property, documents, papers and copies of thereof
 - i. belonging to SAS,
 - ii. received from SAS for the purpose of this Maintenance Contract; or
 - iii. produced in the course of the Maintenance Contractwhich may be in their possession or under their control; and
- (b) securely destroy and erase all softcopies of documentation that exist in hard disks, removable storage media and other storage media or facility whatsoever.

29.3 Upon completion of the obligation under **Clause 29.2**, the Contractor, his employees, and/or Sub-contractors shall sign the Declaration as stipulated in Schedule 5A of Part 1 - Section B.

Reference: Clause 28 of Part 1 - Section C

S/No	Specific Clause	Condition	Liquidated Damages
1	Clauses 3, 4, and 8 of Part 1 - Section C	Fail to meet the conditions	\$250 per incident and limited at maximum cumulative cost of 5% of the total annual maintenance cost per year
2	Clause 4 of Part 2	Fail to meet the conditions	\$250 per incident and limited at maximum cumulative cost of 5% of the total annual maintenance cost per year.
3	Clause 12 of Part 2	Fail to meet the stipulated turnaround time in the Service Level Agreement	\$500 per incident and limited at maximum cumulative cost of 5% of the total annual maintenance cost per year

1. Liquidated damages imposed under the clauses above shall be paid to SAS in Singapore Dollar not later than THIRTY (30) calendar days from the date of issue of a SAS's written notification to the Contractor informing of the liquidated damages payable.
2. If the Contractor fails to pay the said liquidated damages, SAS may deduct the amount due from any monies due or which may become due from SAS to the Contractor under the contract.
3. SAS reserves the right to charge interest for any delayed payment of liquidated damaged at the rate of THREE PERCENT (3%) per annum.
4. Where the Contractor fails to meet the timelines and/or stipulated Completion Dates that are set out in the Contract, or such other timelines as may be agreed between the parties, SAS shall be entitled to an extension of time for verification/review of Deliverables or for the performance of activities corresponding to the period of delay. The extension of time for SAS shall be without prejudice to the Contractor's obligation to meet the timelines and/or stipulated Completion Dates that are set out in the Contract, or such other timelines as may be agreed between the parties.



Part 2

REQUIREMENT SPECIFICATIONS



CONTENTS

- 1 INTRODUCTION
- 2 SCOPE OF TENDER
- 3 SUPPORT HOURS
- 4 CHANGES IN HARDWARE / SUPPORT HOURS
- 5 GENERAL REQUIREMENT
- 6 SERVICE DESK
- 7 PREVENTIVE MAINTENANCE SERVICES
- 8 REMEDIAL MAINTENANCE SERVICES
- 9 AD HOC SERVICES
- 10 REPLACEMENT AND REPAIR OF PARTS
- 11 UNSERVICEABLE / IRREPARABLE HARDWARE
- 12 PERFORMANCE SERVICE LEVEL
- 13 GENERAL SECURITY
- 14 REMOVAL OF HARDWARE
- 15 PROGRESS AND INCIDENT REPORTING
- 16 WORKING RELATIONSHIP
- 17 CONTRACTOR'S EXPERIENCE
- 18 EXPIRY OF THE CONTRACT

ANNEX

ANNEX A-1: CISCO NETWORK EQUIPMENT

ANNEX A-2: PALO ALTO FIREWALL EQUIPMENT

1 INTRODUCTION

The Singapore Arts School Limited (hereinafter known as "SAS") invites Contractors to submit a Tender proposal for the Provision of Network Infrastructure Preventive Maintenance Services for School of the Arts, Singapore.

2 SCOPE OF TENDER

- 2.1 The Contractor shall provide Hardware and Software Maintenance Services comprising preventive, remedial services for different categories of Hardware. The maintenance services shall include but shall not be limited to the provision, testing and installation of system firmware updates/patches and other OEM utilities necessary for the proper functioning of the Hardware.
- 2.2 The Contract for Hardware located in SAS shall be for a period of **nineteen (19) months**.
- 2.3 The Contractor shall commence provision of the Services within **two (2) weeks** upon issuance of the Letter of Acceptance by SAS.
- 2.4 The Contractor shall note that the maintenance start date for some of the Hardware will be after the commencement date of the Contract as they are presently under warranty or covered under existing maintenance contracts, which will expire during the period of this Contract. The Contractor's proposed Cost Schedule shall be prorated for these items of Hardware on a daily basis and on the basis of 365 days per year.

3 SUPPORT HOURS

The Contractor shall provide remedial maintenance services for Hardware with the following Support Hours:

**Monday - Sunday, 0000hrs to 2359hrs (24hrs)
including Public Holidays**

Service Level Agreement (SLA): 24x7x4

The list of Hardware and the required levels of support for each Hardware are listed in Annexes A-1 and A-2 of this Part 2.

4 CHANGES IN HARDWARE / SUPPORT HOURS

- 4.1 From time to time, SAS may remove some decommissioned hardware whereby the maintenance services are no longer required or add on new hardware upon expiry of warranty period.
- 4.2 SAS may revise the Support Coverage plan for any hardware item in the Contract during the Contractual period.
- 4.3 SAS reserves the right to amend the list of Hardware covered under the Contract or the Support Coverage plan of any item, by giving the Contractor at least **thirty (30) days** notice in writing. The Contractor shall rebate or discount the pro-rated maintenance cost due for the item affected by the subsequent invoice.

5 GENERAL REQUIREMENT

- 5.1 The Contractor shall have a team of technical support personnel residing in the Republic of Singapore and competent in resolving reported problems remotely through telephone support and at SAS premises.
- 5.2 As this is primarily a hardware contract, the Contractor shall maintain sufficient stock of spare parts locally and have back-to-back agreement with the relevant OEM manufacturer of the hardware listed in Annexes to meet the performance service level stipulated in this Contract.

- 5.3 The Contractor shall provide an Account Manager who shall be responsible for the delivery of the maintenance services to SAS.
- 5.4 The Contractor shall propose maintenance support for hardware that has been declared, by its principal vendor or manufacturer, to have reached its end of production. If a permanent replacement (of equivalent or better configuration/specifications) is proposed, the Contractor shall ensure compatibility with the existing environment.
- 5.5 In the event that the Contractor's personnel who is carrying out the services cause errors which impact or disrupt services to the users, whether it is due to insufficient testing conducted, lack of experience or other reasons, the Contractor shall ensure that these errors are rectified immediately. The additional cost and man-days required by the Contractor to rectify these errors shall be borne entirely by the Contractor.
- 5.6 The Contractor shall at the start of the Contract, capture the serial number of all the hardware that is covered for the maintenance services into the master inventory list to ensure that both the Contractor and SAS have a common baseline list of Hardware and System Software supported.
- 5.7 If there is any change in hardware components during the Contract period, the Contractor shall update the information into the master inventory list, which shall be maintained by the Contractor at all times.
- 5.8 The Contractor shall label all the hardware covered under the awarded contract. The label shall clearly indicate the start and end date of the maintenance period and its maintenance coverage.
- 5.9 The Contractor shall be responsible for all damages caused to the installation or SAS's property through the act of negligence of their workmen except where it can be proven that it is no fault of theirs.

6 SERVICE DESK

- 6.1 The Contractor shall provide SAS with an off-site service desk, as a single point of contact, that is always manned during the contracted Support Hours for the purpose of logging problems and requests by SAS.
- 6.2 The Contractor shall provide at least one (1) phone line and valid email address to facilitate correspondence in the arrangement of Preventive Maintenance Services.
- 6.3 The Contractor shall, upon receipt of notification from SAS that the System has failed or is malfunctioning, dispatch suitably qualified personnel to arrive on-site to perform remedial service as stipulated in the request.
- 6.4 The Contractor shall provide the Case ID, the Support Engineer's Name and the estimated time where the Support Engineer will be arriving onsite.

7 PREVENTIVE MAINTENANCE SERVICES

- 7.1 The Contractor shall provide routine Preventive Maintenance Services **two (2) times a year** for the System upon request by SAS. The first will be carried out within two (2) weeks after the contract is awarded. The second shall be conducted during the school holidays. The Contractor shall provide the schedule of the Preventive Maintenance Services in the Tender. The requirement for Preventive Maintenance Services is in Part 1 - Section C **Clauses 3 and 4**.
- 7.2 Unless otherwise specified by SAS, the Contractor shall schedule and carry out the Preventive Maintenance Services outside the operating hours of the Hardware. The schedule shall be subject to approval of SAS.

Operating Hours: Monday - Friday, 0830hrs to 1800hrs excluding Public Holidays

- 7.3 The Contractor shall furnish SAS with detailed documentation after each routine Preventive Maintenance.
- 7.4 The Contractor shall provide all the materials, tools and equipment necessary for the maintenance services. License fee and support charges for system software bug fixes, upgrades, updates, new releases etc shall also be borne by the Contractor.

7.5 The Contractor may at its option, and with SAS's written consent, at no cost to SAS, make modifications to the System to improve the operation and/or reliability of the System.

8 REMEDIAL MAINTENANCE SERVICES

8.1 The Contractor shall provide remedial maintenance to correct any failure or malfunction of the System reported by SAS during the operating hours of the system, as described in Part 1 - Section C **Clauses 3 and 4**.

8.2 The Contractor shall provide and supply labours, transports, materials, machines, tools, replacement parts and temporary loan sets (other than consumable items) necessary for the provision of maintenance services.

9 AD HOC SERVICES

Intentionally Left Blank

10 REPLACEMENT AND REPAIR OF PARTS

10.1 All replacement parts provided shall be new, in good working condition and suitable for the local site condition except for parts that are obsolete and no longer in production. Any burn-in test required to ensure that the parts are in good working condition shall be conducted at the Contractor's site prior to carrying out the replacement at SAS's site.

10.2 The Contractor shall warrant replacement part(s) that has been supplied and installed against any defect in materials and workmanship for a period of at least **twelve (12) calendar months** from the date of installation. The warranty period of the replacement part(s) shall be independent of the remaining contract duration. The Contractor shall rectify any hardware breakdown arising out of the defects in the part(s) supplied at its own expense during the warranty period. The response and resolution time is the same as that stated in the Contract.

10.3 The Contractor shall take no longer than **one (1) week** to repair the defective unit that has been removed. The Contractor shall keep SAS informed on the progress of the repair works. Where the Contractor is of the view that more than one (1) week is required to complete the repair, the Contractor shall furnish SAS with reasons as well as the expected completion date of repair.

10.4 The Contractor shall provide temporary replacement hardware to SAS, without additional cost to SAS, when any hardware covered under this Tender:

- (a) Cannot be brought to a fully working condition within the resolution time; or
- (b) The hardware was removed to the Contractor's service workshop for repair; or
- (c) The repaired component failed repetitively **three (3) times within thirty (30) calendar days** since the last service call.

10.5 The temporary replacement hardware shall be a **fully functional** hardware of equivalent or better configuration/specifications, and shall remain in SAS until the defective hardware is fully repaired and returned to SAS.

11 UNSERVICEABLE / IRREPARABLE HARDWARE

11.1 If, in the opinion of the Contractor, the hardware equipment or any part(s) thereof are unserviceable or irreparable for reasons beyond the Contractor's control (e.g. equipment obsolescence, non-availability of spares, non-existence of manufacturer of equipment), the Contractor shall report this to SAS. The condition of the hardware equipment and the reasons why it could not be repaired shall be clearly stated in the Contractor's report to SAS.

11.2 The Contractor shall propose an alternative to meet the contractual requirements. If the equipment is beyond repair, the Contractor shall inform SAS whether the by-pass solution of providing a permanent replacement of equivalent or better specifications will be provided.

12 PERFORMANCE SERVICE LEVEL

12.1 The Contractor shall be advised that the problem response time and resolution time for remedial maintenance services shall be based on Severity Level of the problems.

12.2 The problem severity is categorised into three main categories:

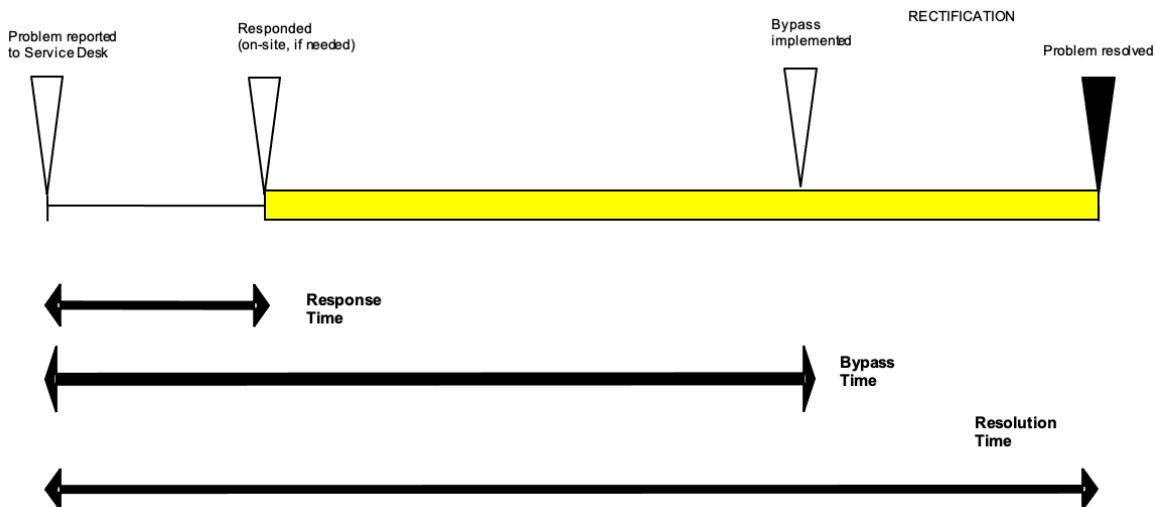
Severity Level	Definition
Level 1	<p>These are problems which:</p> <p>a) Result in significant impact on SAS's ability to perform its business functions and there is no alternative bypass solution.</p>
Level 2	<p>These are problems which:</p> <p>a) Result in significant impact on SAS's ability to perform its business function and there is alternative bypass solution; or</p> <p>b) Result in some impact on SAS's ability to perform its business function and there is no alternative bypass solution.</p>
Level 3	<p>These are problems which:</p> <p>a) Result in some impact on SAS's ability to perform its business function and there is alternative bypass solution; or</p> <p>b) Have minimal or no impact on SAS's ability to perform its business function.</p>

12.3 The service levels for the problem response time, bypass time and resolution time for the respective problem severity levels are as follows:

Severity Level	Definition
Level 1	The Contractor is required to respond on-site within FOUR (4) hours. A bypass solution should be implemented within SIX (6) hours from the problem reported to Service Desk and rectify the problem within EIGHT (8) hours.
Level 2	The Contractor is required to respond on-site within EIGHT (8) hours of the problem reported and rectify the problem within TWO (2) calendar days. If the problem cannot be rectified within TWO (2) calendar days, a bypass solution should be implemented within ONE (1) calendar day from the problem reported to Service Desk.
Level 3	The Contractor is required to respond on-site within ONE (1) calendar days of the problem reported. The Contractor shall be required to achieve the service levels on a monthly basis, 75% of problems shall be resolved within THREE (3) calendar days or within a mutually agreed timeframe.

The required problem response time and resolution time for remedial maintenance is illustrated as follows.

Figure 1: Response/Resolution Time



- 12.4 For **Clause 12.3** above, a problem received at 10 a.m. and resolved before 10 a.m. the next day will be deemed to have been resolved within 1 calendar day. However, if the problem is only resolved at 1 p.m. the next day, it shall be deemed to have been resolved within 2 calendar days. The problem resolution time shall include Sundays and Public Holidays.
- 12.5 The Contractor shall keep track and resolve 100% of all reported problems until SAS agrees to close the case.
- 12.6 The Contractor shall be advised that there shall be no additional cost, irrespective of whether time, labour or parts are required for execution of work.
- 12.7 In the event of failure to meet the Performance Service Levels, the Contractor shall provide additional qualified personnel and/or resources to rectify the problem at no additional cost to SAS.

13 GENERAL SECURITY

- 13.1 The Contractor shall comply with SAS and Government defined standards and procedures, which shall include Government IM (Instruction Manual) and GovTech's Security Best Practices in the delivery of the services.
- 13.2 The Contractor is required to maintain strict confidentiality and ensure that all information pertaining to SAS's ICT environment shall not be disclosed to anyone, without approval from SAS. Failure to comply with this confidentiality requirement is grounds for termination of the service.
- 13.3 If SAS objects by notice in writing to any personnel assigned or designated by the Contractor, the Contractor shall replace such person with other suitable personnel at no additional cost to SAS. SAS shall not be required to give any reason or explanation for his objection. SAS may object at any time and at its absolute discretion.

14 REMOVAL OF HARDWARE

14.1 The Contractor shall not remove/replace any hardware or part(s) thereof without the consent of SAS.

14.2 In the event where defective part(s) removed from the system contains sensitive information (e.g. harddisk), the part(s) shall not be removed from SAS premises. SAS shall have the right to own these defective part(s). The Contractor could propose a nominal charge or at no cost to SAS for retaining the defective part(s).

14.3 For security reasons, SAS shall have the right to conduct a secure erasure on any data storage device (e.g. hard disk) before they are removed from SAS premises for repair or replacement.

15 PROGRESS AND INCIDENT REPORTING

15.1 The Contractor shall provide SAS with a Service Report after the reported incident has been resolved.

15.2 The standard Monthly Service Report format shall comprise the following details in chronological order:

Central Service Desk

- (a) Case number to indicate the running number of problem/fault reported.
- (b) Type of problem/fault reported (technical support, equipment failure,etc)
- (c) Source / Reporting Person
- (d) Date and time of problem/fault reported
- (e) Description of problem/fault reported
- (f) Date and time of arrival of the Contractor's personnel at the site.
- (g) Item and part of the equipment being serviced.
- (h) Detail description each problem/fault reported including cause(s) and defect(s)
- (i) Corrective action taken, including temporary corrections, bypasses etc.
- (j) Preventive action to be taken.
- (k) Status of problem/fault reported
- (l) Date and time of resolution.

Operating Support (Preventive Maintenance)

- (a) Schedule for forthcoming hardware, system software / firmware upgrades, patches, bug fixes.
- (b) Analysis of case/s reported with possible bottlenecks and infrastructure issue identified that would initiate a more detail investigation and improvement.

15.3 The Contractor shall provide an incident report to SAS within **one (1) week** upon the closure of the problem. The incident report shall contain at least the following:

- (a) Case number to indicate the problem reported.
- (b) Type of problem/fault reported (technical support, equipment failure,etc)
- (c) Source / Reporting Person
- (d) Date and time of problem/fault reported
- (e) Date and time of arrival of the Contractor's personnel at the site.
- (f) Item and part of the equipment being serviced.
- (g) Detail description each problem/fault reported including cause(s) and defect(s)
- (h) Corrective action taken, including temporary corrections, bypasses etc.
- (i) Status of problem/fault reported.
- (j) Date and time of problem resolution.

16 WORKING RELATIONSHIP

16.1 The Contractor shall work with SAS and be engaged in support activities which shall include the following:

- (a) To respond to SAS's phone calls on Hardware and System Software problem reporting;
- (b) To inform SAS prior to commencement of any maintenance works;
- (c) To attend meetings if required by SAS so as to resolve common and repeated Hardware problems;

and

(d) To coordinate with third party vendors to re-configure faulty equipment to original working condition.

16.2 The Contractor shall also work with and provide the essential information to SAS's vendor to enable them to perform the necessary recovery operations.

16.3 The Contractor shall provide technical assistance to SAS's vendor in the restoration of data up to the latest backup provided by SAS, in the event of a server/appliance hard disk failure.

16.4 The Contractor shall also co-ordinate its works with other third-party vendors if required by SAS to ensure successful delivery of the maintenance services.

16.5 In the event that SAS appoints more than one vendor in the existing or any subsequent Invitations To Quote, the Contractor shall co-operate with each other to ensure that the service levels are met. The Contractors, together with SAS's Representative, shall meet to discuss co-operation issues and other problems that may be encountered in the provision of the services. The Account Managers and relevant technical personnel of the Contractor involved in the provision of the services shall attend such meetings.

17 CONTRACTOR'S EXPERIENCE

17.1 The Contractor shall possess experience, established infrastructure, methodology as well as track record in this area of work in order to meet the contract requirements within the stipulated service levels.

17.2 The Contractor shall provide at least **Three (3)** relevant local user references. The references shall be for projects of similar nature and scope that have been undertaken in the past 2 years by the Contractor.

17.3 The Contractor's staff supporting this contract must have good domain knowledge, relevant technical expertise and professional certification in the following areas:

(a) Cisco Network Equipment
(b) Palo Alto Firewall Equipment

The Contractor shall indicate the qualification, experience and training attended by its maintenance personnel in its proposal.

18 EXPIRY OF THE CONTRACT

18.1 At the expiry of the contract or if the contract is terminated, the Contractor shall be required to hand over to SAS and/or other appointed vendors the following:

(a) All documentation, equipment (if any), and programs (if any) that were provided by SAS.

(b) All documentation, equipment (if any), and programs (if any) that were prepared by the Contractor for SAS as required under this Tender.

(c) Where IT resources such as software, equipment, and SAS data are handed to the Contractor during the contract, the Contractor shall return such resources as required. In cases where the Contractor is requested to perform the deletion of SAS data previously used in the contract, mechanisms such as reports or logs shall be produced for SAS to validate that the data deletion has been carried out properly and securely.

18.2 Where any remedial service cannot be completed by the expiry date of the contract, the Contractor shall furnish SAS with a list of the equipment or parts under repair and expected completion date. The Contractor shall also state the reasons for the delay.

18.3 The Contractor and its personnel shall continue to observe the confidentiality agreement of the contract, if such is specified in the contract, even when the contract terminates.

Cisco Network Equipment

S/No	Part Number	Serial Number	Qty	Equipment End Of Life Date	SLA*
1	C9500-40X-A	FCW2204A1GH	1	30 April 2029	24x7x4
2	C9500-40X-A	FCW2203A317	1	30 April 2029	24x7x4
3	C9500-40X-A	FCW2204A1G5	1	30 April 2029	24x7x4
4	C9500-40X-A	FCW2204A1FS	1	30 April 2029	24x7x4
5	C9300-48T-E	FCW2146L0BA	1	NA	24x7x4
6	C9300-48T-E	FCW2146G0DJ	1	NA	24x7x4
7	C9300-24T-E	FCW2149G0LM	1	NA	24x7x4
8	C9300-24T-E	FCW2149G0L1	1	NA	24x7x4
9	C9300-48P-A	FOC2203Z0A6	1	NA	24x7x4
10	C9300-48P-A	FCW2204G01J	1	NA	24x7x4
11	C9300-48P-A	FCW2203G3N5	1	NA	24x7x4
12	C9300-48P-A	FCW2204L00Q	1	NA	24x7x4
13	C9300-48P-A	FCW2203L0QC	1	NA	24x7x4
14	C9300-48P-A	FCW2203L0R3	1	NA	24x7x4
15	C9300-48P-A	FCW2203L0R5	1	NA	24x7x4
16	C9300-48P-A	FOC2203Q0A5	1	NA	24x7x4
17	C9300-48P-A	FOC2203Q08J	1	NA	24x7x4
18	C9300-48P-A	FCW2203L0RY	1	NA	24x7x4
19	C9300-48P-A	FCW2204G00V	1	NA	24x7x4
20	C9300-48P-A	FCW2203L0RZ	1	NA	24x7x4
21	C9300-48P-A	FCW2204G01G	1	NA	24x7x4
22	C9300-48P-A	FCW2203L0N9	1	NA	24x7x4
23	C9300-48P-A	FCW2203G3KE	1	NA	24x7x4
24	C9300-48P-A	FOC2204Q00B	1	NA	24x7x4
25	C9300-48P-A	FCW2204L016	1	NA	24x7x4
26	C9300-48P-A	FCW2204G018	1	NA	24x7x4
27	C9300-48P-A	FOC2204Z018	1	NA	24x7x4
28	C9300-48P-A	FOC2204Z019	1	NA	24x7x4
29	C9300-48P-A	FCW2204G010	1	NA	24x7x4
30	C9300-48P-A	FCW2204L013	1	NA	24x7x4
31	C9300-48P-A	FOC2204Q00J	1	NA	24x7x4
32	C9300-48P-A	FCW2204G007	1	NA	24x7x4
33	C9300-48P-A	FCW2203L0R1	1	NA	24x7x4

S/No	Part Number	Serial Number	Qty	Equipment End Of Life Date	SLA*
34	C9300-48P-A	FOC2204Q00R	1	NA	24x7x4
35	C9300-48P-A	FOC2204Q00G	1	NA	24x7x4
36	C9300-48P-A	FCW2203G3L5	1	NA	24x7x4
37	C9300-48P-A	FCW2203G3JQ	1	NA	24x7x4
38	C9300-48P-A	FCW2239C0Z9	1	NA	24x7x4
39	C9300-48P-A	FCW2203L0PX	1	NA	24x7x4
40	C9300-24UX-E	FCW2203G0MD	1	NA	24x7x4
41	C9300-24UX-E	FJC25051ZPE	1	NA	24x7x4
42	C9300-24UX-E	FCW2203G0M8	1	NA	24x7x4
43	C9300-24UX-E	FCW2203L0JS	1	NA	24x7x4
44	C9300-24UX-E	FCW2203L0K7	1	NA	24x7x4
45	C9300-24UX-E	FCW2203G0FC	1	NA	24x7x4
46	C9300-24UX-E	FCW2203G0MF	1	NA	24x7x4
47	C9300-24UX-E	FCW2203G0KP	1	NA	24x7x4
48	C9300-24UX-E	FCW2203G0KN	1	NA	24x7x4
49	C9300-24UX-E	FCW2203G0M9	1	NA	24x7x4
50	C9300-24UX-E	FCW2203G0KM	1	NA	24x7x4
51	C9300-24UX-E	FCW2203G0HW	1	NA	24x7x4
52	C9300-24UX-E	FCW2203G0H7	1	NA	24x7x4
53	C9300-24UX-E	FCW2203G0HV	1	NA	24x7x4
54	AIR-AP3802I-S-K9	FGL2411L5YU	1	31 October 2027	24x7x4
55	AIR-AP3802I-S-K9	FGL2203A98L	1	31 October 2027	24x7x4
56	AIR-AP3802I-S-K9	FGL2203A96V	1	31 October 2027	24x7x4
57	AIR-AP3802I-S-K9	FGL2203A9AE	1	31 October 2027	24x7x4
58	AIR-AP3802I-S-K9	FGL2203A9B4	1	31 October 2027	24x7x4
59	AIR-AP3802I-S-K9	FGL2203A97F	1	31 October 2027	24x7x4
60	AIR-AP3802I-S-K9	FGL2203A9AC	1	31 October 2027	24x7x4
61	AIR-AP3802I-S-K9	FGL2203A98H	1	31 October 2027	24x7x4
62	AIR-AP3802I-S-K9	FGL2203A988	1	31 October 2027	24x7x4
63	AIR-AP3802I-S-K9	FGL2203A9BF	1	31 October 2027	24x7x4
64	AIR-AP3802I-S-K9	FGL2203A987	1	31 October 2027	24x7x4
65	AIR-AP3802I-S-K9	FGL2203A9B1	1	31 October 2027	24x7x4
66	AIR-AP3802I-S-K9	FGL2203A98F	1	31 October 2027	24x7x4
67	AIR-AP3802E-S-K9	FGL2229A7AD	1	31 October 2027	24x7x4
68	AIR-AP3802E-S-K9	FGL2203AB3T	1	31 October 2027	24x7x4

S/No	Part Number	Serial Number	Qty	Equipment End Of Life Date	SLA*
69	AIR-AP3802I-S-K9	FGL2203A9BE	1	31 October 2027	24x7x4
70	AIR-AP3802I-S-K9	FGL2203A98A	1	31 October 2027	24x7x4
71	AIR-AP3802E-S-K9	FGL2203AB3Q	1	31 October 2027	24x7x4
72	AIR-AP3802I-S-K9	FGL2411L62G	1	31 October 2027	24x7x4
73	AIR-AP3802I-S-K9	FGL2203A97M	1	31 October 2027	24x7x4
74	AIR-AP3802I-S-K9	FGL2203A98X	1	31 October 2027	24x7x4
75	AIR-AP3802I-S-K9	FGL2411L617	1	31 October 2027	24x7x4
76	AIR-AP3802I-S-K9	FGL2411L6J4	1	31 October 2027	24x7x4
77	AIR-AP3802I-S-K9	FGL2203A971	1	31 October 2027	24x7x4
78	AIR-AP3802I-S-K9	FGL2203A99V	1	31 October 2027	24x7x4
79	AIR-AP3802I-S-K9	FGL2203A99X	1	31 October 2027	24x7x4
80	AIR-AP3802I-S-K9	FGL2203A98W	1	31 October 2027	24x7x4
81	AIR-AP3802I-S-K9	FGL2203A98Q	1	31 October 2027	24x7x4
82	AIR-AP3802I-S-K9	FGL2203A9BC	1	31 October 2027	24x7x4
83	AIR-AP3802I-S-K9	FGL2203A972	1	31 October 2027	24x7x4
84	AIR-AP3802I-S-K9	FGL2203A98E	1	31 October 2027	24x7x4
85	AIR-AP3802I-S-K9	FGL2203A98P	1	31 October 2027	24x7x4
86	AIR-AP3802I-S-K9	FGL2203A98D	1	31 October 2027	24x7x4
87	AIR-AP3802I-S-K9	FGL2203A97N	1	31 October 2027	24x7x4
88	AIR-AP3802I-S-K9	FGL2203A99J	1	31 October 2027	24x7x4
89	AIR-AP3802I-S-K9	FGL2203A9AJ	1	31 October 2027	24x7x4
90	AIR-AP3802I-S-K9	FGL2203A9AH	1	31 October 2027	24x7x4
91	AIR-AP3802I-S-K9	FGL2203A96P	1	31 October 2027	24x7x4
92	AIR-AP3802I-S-K9	FGL2203A98C	1	31 October 2027	24x7x4
93	AIR-AP3802I-S-K9	FGL2203A98U	1	31 October 2027	24x7x4
94	AIR-AP3802I-S-K9	FGL2203A973	1	31 October 2027	24x7x4
95	AIR-AP3802E-S-K9	FGL2203AB3V	1	31 October 2027	24x7x4
96	AIR-AP3802I-S-K9	FGL2203A99W	1	31 October 2027	24x7x4
97	AIR-AP3802I-S-K9	FGL2203A975	1	31 October 2027	24x7x4
98	AIR-AP3802I-S-K9	FGL2203A9AS	1	31 October 2027	24x7x4
99	AIR-AP3802I-S-K9	FGL2411L5VQ	1	31 October 2027	24x7x4
100	AIR-AP3802I-S-K9	FGL2203A98S	1	31 October 2027	24x7x4
101	AIR-AP3802I-S-K9	FGL2411L61H	1	31 October 2027	24x7x4
102	AIR-AP3802I-S-K9	FGL2203A97T	1	31 October 2027	24x7x4
103	AIR-AP3802E-S-K9	FGL2203AB3W	1	31 October 2027	24x7x4

S/No	Part Number	Serial Number	Qty	Equipment End Of Life Date	SLA*
104	AIR-AP3802E-S-K9	FGL2203AB3P	1	31 October 2027	24x7x4
105	AIR-AP3802I-S-K9	FGL2203A989	1	31 October 2027	24x7x4
106	AIR-AP3802I-S-K9	FGL2203A995	1	31 October 2027	24x7x4
107	AIR-AP3802I-S-K9	FGL2203A9B8	1	31 October 2027	24x7x4
108	AIR-AP3802I-S-K9	FGL2411L60F	1	31 October 2027	24x7x4
109	AIR-AP3802I-S-K9	FGL2203A9A9	1	31 October 2027	24x7x4
110	AIR-AP3802I-S-K9	FGL2203A979	1	31 October 2027	24x7x4
111	AIR-AP3802I-S-K9	FGL2203A96T	1	31 October 2027	24x7x4
112	AIR-AP3802I-S-K9	FGL2203A976	1	31 October 2027	24x7x4
113	AIR-AP3802I-S-K9	FGL2203A982	1	31 October 2027	24x7x4
114	AIR-AP3802I-S-K9	FGL2203A9A6	1	31 October 2027	24x7x4
115	AIR-AP3802I-S-K9	FGL2203A9A2	1	31 October 2027	24x7x4
116	AIR-AP3802I-S-K9	FGL2203A9BD	1	31 October 2027	24x7x4
117	AIR-AP3802I-S-K9	FGL2310A56X	1	31 October 2027	24x7x4
118	AIR-AP3802I-S-K9	FGL2203A977	1	31 October 2027	24x7x4
119	AIR-AP3802I-S-K9	FGL2203A993	1	31 October 2027	24x7x4
120	AIR-AP3802I-S-K9	FGL2203A9AQ	1	31 October 2027	24x7x4
121	AIR-AP3802I-S-K9	FGL2203A98K	1	31 October 2027	24x7x4
122	AIR-AP3802I-S-K9	FGL2203A96X	1	31 October 2027	24x7x4
123	AIR-AP3802I-S-K9	FGL2203A97G	1	31 October 2027	24x7x4
124	AIR-AP3802I-S-K9	FGL2203A98V	1	31 October 2027	24x7x4
125	AIR-AP3802I-S-K9	FGL2203A991	1	31 October 2027	24x7x4
126	AIR-AP3802I-S-K9	FGL2203A998	1	31 October 2027	24x7x4
127	AIR-AP3802I-S-K9	FGL2203A96Y	1	31 October 2027	24x7x4
128	AIR-AP3802I-S-K9	FGL2203A97A	1	31 October 2027	24x7x4
129	AIR-AP3802I-S-K9	FGL2203A97P	1	31 October 2027	24x7x4
130	AIR-AP3802I-S-K9	FGL2203A9AL	1	31 October 2027	24x7x4
131	AIR-AP3802I-S-K9	FGL2411L61W	1	31 October 2027	24x7x4
132	AIR-AP3802I-S-K9	FGL2203A986	1	31 October 2027	24x7x4
133	AIR-AP3802I-S-K9	FGL2203A97X	1	31 October 2027	24x7x4
134	AIR-AP3802I-S-K9	FGL2203A97Z	1	31 October 2027	24x7x4
135	AIR-AP3802I-S-K9	FGL2203A97V	1	31 October 2027	24x7x4
136	AIR-AP3802I-S-K9	FGL2203A97R	1	31 October 2027	24x7x4
137	AIR-AP3802I-S-K9	FGL2203A9AB	1	31 October 2027	24x7x4
138	AIR-AP3802I-S-K9	FGL2203A97W	1	31 October 2027	24x7x4

S/No	Part Number	Serial Number	Qty	Equipment End Of Life Date	SLA*
139	AIR-AP3802I-S-K9	FGL2203A97D	1	31 October 2027	24x7x4
140	AIR-AP3802I-S-K9	FGL2203A97E	1	31 October 2027	24x7x4
141	AIR-AP3802I-S-K9	FGL2203A9B0	1	31 October 2027	24x7x4
142	AIR-AP3802I-S-K9	FGL2203A978	1	31 October 2027	24x7x4
143	AIR-AP3802I-S-K9	FGL2203A9AW	1	31 October 2027	24x7x4
144	AIR-AP3802I-S-K9	FGL2203A98Z	1	31 October 2027	24x7x4
145	AIR-AP3802I-S-K9	FGL2411L5YS	1	31 October 2027	24x7x4
146	AIR-AP3802I-S-K9	FGL2203A99U	1	31 October 2027	24x7x4
147	AIR-AP3802I-S-K9	FGL2203A96Q	1	31 October 2027	24x7x4
148	AIR-AP3802I-S-K9	FGL2203A96J	1	31 October 2027	24x7x4
149	AIR-AP3802I-S-K9	FGL2203A96S	1	31 October 2027	24x7x4
150	AIR-AP3802I-S-K9	FGL2203A99E	1	31 October 2027	24x7x4
151	AIR-AP3802I-S-K9	FGL2203A9B5	1	31 October 2027	24x7x4
152	AIR-AP3802I-S-K9	FGL2203A984	1	31 October 2027	24x7x4
153	AIR-AP3802I-S-K9	FGL2203A97S	1	31 October 2027	24x7x4
154	AIR-AP3802I-S-K9	FGL2203A992	1	31 October 2027	24x7x4
155	AIR-AP3802I-S-K9	FGL2411L6K8	1	31 October 2027	24x7x4
156	AIR-AP3802I-S-K9	FGL2203A96U	1	31 October 2027	24x7x4
157	AIR-AP3802I-S-K9	FGL2203A9BG	1	31 October 2027	24x7x4
158	AIR-AP3802I-S-K9	FGL2203A9A4	1	31 October 2027	24x7x4
159	AIR-AP3802I-S-K9	FGL2203A96R	1	31 October 2027	24x7x4
160	AIR-AP3802I-S-K9	FGL2203A981	1	31 October 2027	24x7x4
161	AIR-AP3802I-S-K9	FGL2203A9AT	1	31 October 2027	24x7x4
162	AIR-AP3802I-S-K9	FGL2203A9AA	1	31 October 2027	24x7x4
163	AIR-AP3802I-S-K9	FGL2203A96W	1	31 October 2027	24x7x4
164	AIR-AP3802I-S-K9	FGL2203A9AD	1	31 October 2027	24x7x4
165	AIR-AP3802I-S-K9	FGL2411L62E	1	31 October 2027	24x7x4
166	AIR-AP3802I-S-K9	FGL2203A98T	1	31 October 2027	24x7x4
167	AIR-AP3802I-S-K9	FGL2203A96M	1	31 October 2027	24x7x4
168	AIR-AP3802I-S-K9	FGL2411L61Z	1	31 October 2027	24x7x4
169	AIR-AP3802I-S-K9	FGL2411L62C	1	31 October 2027	24x7x4
170	AIR-AP3802I-S-K9	FGL2203A9AZ	1	31 October 2027	24x7x4
171	AIR-AP3802I-S-K9	FGL2203A985	1	31 October 2027	24x7x4
172	AIR-AP3802I-S-K9	FGL2203A9AF	1	31 October 2027	24x7x4
173	AIR-AP3802I-S-K9	FGL2203A98J	1	31 October 2027	24x7x4

S/No	Part Number	Serial Number	Qty	Equipment End Of Life Date	SLA*
174	AIR-AP3802I-S-K9	FGL2203A9AY	1	31 October 2027	24x7x4
175	AIR-AP3802I-S-K9	FGL2203A9A1	1	31 October 2027	24x7x4
176	AIR-AP3802I-S-K9	FGL2203A9AU	1	31 October 2027	24x7x4
177	AIR-AP3802I-S-K9	FGL2203A99Z	1	31 October 2027	24x7x4
178	AIR-AP3802I-S-K9	FGL2203A97J	1	31 October 2027	24x7x4
179	AIR-AP3802I-S-K9	FGL2203A96K	1	31 October 2027	24x7x4
180	AIR-AP3802I-S-K9	FGL2203A990	1	31 October 2027	24x7x4
181	AIR-AP3802I-S-K9	FGL2203A98N	1	31 October 2027	24x7x4
182	AIR-AP3802I-S-K9	FGL2203A9B6	1	31 October 2027	24x7x4
183	AIR-AP3802I-S-K9	FGL2203A974	1	31 October 2027	24x7x4
184	AIR-AP3802I-S-K9	FGL2203A9BA	1	31 October 2027	24x7x4
185	AIR-AP3802I-S-K9	FGL2411L602	1	31 October 2027	24x7x4
186	AIR-AP3802I-S-K9	FGL2203A96L	1	31 October 2027	24x7x4
187	AIR-AP3802I-S-K9	FGL2203A9B2	1	31 October 2027	24x7x4
188	AIR-AP3802I-S-K9	FGL2203A9A7	1	31 October 2027	24x7x4
189	AIR-AP3802I-S-K9	FGL2203A96Z	1	31 October 2027	24x7x4
190	AIR-AP3802I-S-K9	FGL2411L62M	1	31 October 2027	24x7x4
191	AIR-AP3802I-S-K9	FGL2203A9B7	1	31 October 2027	24x7x4
192	AIR-AP3802I-S-K9	FGL2203A97Y	1	31 October 2027	24x7x4
193	AIR-AP3802I-S-K9	FGL2203A9AM	1	31 October 2027	24x7x4
194	AIR-AP3802I-S-K9	FGL2203A98G	1	31 October 2027	24x7x4
195	AIR-AP3802I-S-K9	FGL2203A97H	1	31 October 2027	24x7x4
196	AIR-AP3802I-S-K9	FGL2411L60D	1	31 October 2027	24x7x4
197	AIR-AP3802I-S-K9	FGL2203A9AX	1	31 October 2027	24x7x4
198	AIR-AP3802I-S-K9	FGL2203A996	1	31 October 2027	24x7x4
199	AIR-AP3802I-S-K9	FGL2203A9AK	1	31 October 2027	24x7x4
200	AIR-AP3802I-S-K9	FGL2203A98R	1	31 October 2027	24x7x4
201	AIR-AP3802I-S-K9	FGL2203A997	1	31 October 2027	24x7x4
202	AIR-AP3802I-S-K9	FGL2203A99H	1	31 October 2027	24x7x4
203	AIR-AP3802I-S-K9	FGL2203A99M	1	31 October 2027	24x7x4
204	AIR-AP3802I-S-K9	FGL2203A9A3	1	31 October 2027	24x7x4
205	AIR-AP3802I-S-K9	FGL2203A9AV	1	31 October 2027	24x7x4
206	AIR-AP3802I-S-K9	FGL2203A97U	1	31 October 2027	24x7x4
207	AIR-AP3802I-S-K9	FGL2203A9AR	1	31 October 2027	24x7x4
208	AIR-AP3802I-S-K9	FGL2203A99G	1	31 October 2027	24x7x4

S/No	Part Number	Serial Number	Qty	Equipment End Of Life Date	SLA*
209	AIR-AP3802I-S-K9	FGL2203A99T	1	31 October 2027	24x7x4
210	AIR-AP3802I-S-K9	FGL2203A97K	1	31 October 2027	24x7x4
211	AIR-AP3802I-S-K9	FGL2203A9BB	1	31 October 2027	24x7x4
212	AIR-AP3802I-S-K9	FGL2203A98B	1	31 October 2027	24x7x4
213	AIR-AP3802I-S-K9	FGL2203A99Q	1	31 October 2027	24x7x4
214	AIR-AP3802I-S-K9	FGL2203A9AG	1	31 October 2027	24x7x4
215	AIR-AP3802I-S-K9	FGL2411L607	1	31 October 2027	24x7x4
216	AIR-AP3802I-S-K9	FGL2411L610	1	31 October 2027	24x7x4
217	AIR-AP3802I-S-K9	FGL2203A99Y	1	31 October 2027	24x7x4
218	AIR-AP3802I-S-K9	FGL2203A99R	1	31 October 2027	24x7x4
219	AIR-AP3802I-S-K9	FGL2411L62D	1	31 October 2027	24x7x4
220	AIR-AP3802I-S-K9	FGL2203A96N	1	31 October 2027	24x7x4
221	AIR-AP3802I-S-K9	FGL2411L5VR	1	31 October 2027	24x7x4
222	AIR-AP3802I-S-K9	FGL2203A97C	1	31 October 2027	24x7x4
223	AIR-AP3802I-S-K9	FGL2203A97Q	1	31 October 2027	24x7x4
224	AIR-AP3802I-S-K9	FGL2203A9AP	1	31 October 2027	24x7x4
225	AIR-AP3802I-S-K9	FGL2203A99S	1	31 October 2027	24x7x4
226	AIR-AP3802I-S-K9	FGL2203A9B9	1	31 October 2027	24x7x4
227	AIR-AP3802I-S-K9	FGL2203A970	1	31 October 2027	24x7x4
228	AIR-AP3802I-S-K9	FGL2203A983	1	31 October 2027	24x7x4
229	AIR-AP3802I-S-K9	FGL2203A99N	1	31 October 2027	24x7x4
230	AIR-AP3802I-S-K9	FGL2203A9A0	1	31 October 2027	24x7x4
231	AIR-AP3802I-S-K9	FGL2203A994	1	31 October 2027	24x7x4
232	AIR-AP3802I-S-K9	FGL2203A98M	1	31 October 2027	24x7x4
233	AIR-AP3802I-S-K9	FGL2203A97B	1	31 October 2027	24x7x4
234	AIR-AP3802I-S-K9	FGL2203A9B3	1	31 October 2027	24x7x4
235	AIR-AP3802I-S-K9	FGL2203A96H	1	31 October 2027	24x7x4
236	AIR-AP3802I-S-K9	FGL2203A9AN	1	31 October 2027	24x7x4
237	AIR-AP3802I-S-K9	FGL2203A99P	1	31 October 2027	24x7x4
238	AIR-AP3802I-S-K9	FGL2203A99F	1	31 October 2027	24x7x4
239	AIR-AP3802E-S-K9	FGL2203AB3X	1	31 October 2027	24x7x4
240	AIR-AP3802E-S-K9	FGL2203AB3S	1	31 October 2027	24x7x4
241	AIR-AP3802I-S-K9	FGL2203A99D	1	31 October 2027	24x7x4
242	AIR-AP3802I-S-K9	FGL2203A97L	1	31 October 2027	24x7x4
243	AIR-AP3802I-S-K9	FGL2203A9BH	1	31 October 2027	24x7x4

S/No	Part Number	Serial Number	Qty	Equipment End Of Life Date	SLA*
244	AIR-AP3802I-S-K9	FGL2203A980	1	31 October 2027	24x7x4
245	AIR-AP3802E-S-K9	FGL2203AB3N	1	31 October 2027	24x7x4
246	AIR-AP3802I-S-K9	FGL2203A98Y	1	31 October 2027	24x7x4
247	AIR-AP3802E-S-K9	FGL2203AB3U	1	31 October 2027	24x7x4
248	AIR-AP3802I-S-K9	FGL2203A9A5	1	31 October 2027	24x7x4
249	AIR-CT5520-K9	FCH2024V0AS	1	31 October 2027	24x7x4
250	AIR-CT5520-K9	FCH2115V1SJ	1	31 October 2027	24x7x4
251	R-MGMT3X-N-K9	2HYNSSSTXBG5	1	EOL	24x7x4
252	L-MGMT3X-PI-BASE	5194287663	1	EOL	24x7x4
253	L-MGMT3X-95XX-K9	5194287725	4	EOL	24x7x4
254	L-MGMT3X-HA	5194287693	1	EOL	24x7x4
255	L-MGMT3X-93XX-K9	5194287740	49	EOL	24x7x4
256	L-MGMT3X-ASR1K9	5194287712	2	EOL	24x7x4

NOTE

EOL: End Of Life

NA: No EOL provided by CISCO

* refer to Part 2 - Requirement Specifications - Point 3 and 12 for detail

Palo Alto Firewall Equipment

S/N	Part No.	Serial No.	Description	Qty	Equipment End Of Life Date	SLA*
1	P-TO018-1Y-PA-001	013201006307 013201006323	TO018 - TALK 24X7x4 SUPPORT & SPARE LOAN & ENGINEER. (Prepaid) Exclusive Networks Passport Services. 1 year access to 7x24x4hrs' response time from EXNSG technical support via phone and email, Same Day engineer onsite with equivalent or higher loaner unit in the event of hardware failure. Software upgrade or patching of software are only deem necessary when there is a failure of the appliance and a patch will resolve the issues. Exclusive Networks reserve the right to charge for any on-site request pertaining to change of configuration, hardware upgrading like technical box refresh and security vulnerability patching.	2	31 Aug 2028	24x7x4
2	P-TO016-1Y-PA-001	013201006307 013201006323	TO016 - TALK 24X7 SUPPORT & PREVENTATIVE SUPPORT. (Prepaid) Exclusive Networks Passport Services. Preventive Maintenance Services (Planned downtime is required) .Limited to (One time only) maintenance visit to perform firmware upgrades, patches updates and health check reporting and make necessary recommendation. Health Check includes checking physical status of appliances (LCD, LED functionality) & End User Diagnostics (EUD) report. Service Period: to tie in with Vendor Maintenance Support *including after office hours and weekend, excluding public holiday (Lead time: 10 working days)	2	31 Aug 2028	24x7x4
3	PAN-SVC-BKLN-5220-R	013201006307 013201006323	Partner enabled premium support renewal PA-5220	2	31 Aug 2028	24x7x4
4	PAN-PA-5220-ATP-HA2-R	013201006307 013201006323	Advanced Threat Prevention subscription for device in an HA pair renewal PA-5220	2	31 Aug 2028	24x7x4
5	PAN-PA-5220-AWF-HA2-R	013201006307 013201006323	Advanced WildFire subscription for device in an HA pair renewal PA-5220	2	31 Aug 2028	24x7x4
6	PAN-PA-5220-ADVURL-HA2-R	013201006307 013201006323	Subscription Advanced URL Filtering 1-year PA-5220 HA Pair Renewal	2	31 Aug 2028	24x7x4

* refer to Part 2 - Requirement Specifications - Point 3 and 12 for detail



Part 3

SCHEDULE OF PRICE

SCHEDULE OF PRICE**PROVISION OF NETWORK INFRASTRUCTURE PREVENTIVE MAINTENANCE SERVICES FOR SCHOOL OF THE ARTS, SINGAPORE**

The correct details of my/our offer for Provision of Network Infrastructure Preventive Maintenance Services including in accordance with the Conditions of Contract (Part 1-Section B), Conditions of System Software Support and Hardware Maintenance (Part 1-Section C) and Requirement Specifications (Part 2) are as follows:

S/N	Equipment	Cycle #	Price per Quarter except for last Quarter S\$
1	Cisco Network Equipment Refer to Part 2 - Annex A-1 Item 1 to 256 Contract Period: 19 months between 1 April 2026 to 31 October 2027	1 st cycle	
		2 nd cycle	
		3 rd cycle	
		4 th cycle	
		5 th cycle	
		6 th cycle	
		Sub-Total S\$ (item 1)	(a)

S/N	Equipment	Cycle #	Price per Quarter except for last Quarter S\$
2	Palo Alto Firewall Equipment Refer to Part 2 - Annex A-2 Item 1 to 6 Contract Period: 19 months between 1 April 2026 to 31 October 2027	1 st cycle	
		2 nd cycle	
		3 rd cycle	
		4 th cycle	
		5 th cycle	
		6 th cycle	
		Sub-Total S\$ (item 2)	(b)

Total Contract Price (S\$)

(Excluding 9% GST & its prevailing rates)

To be carried forward to Form of Tender FOT/1, Point 2

(a) + (b)

#

Cycle	Biling Period
1 st cycle	1 April 2026 to 30 June 2026
2 nd cycle	1 July 2026 to 30 September 2026
3 rd cycle	1 October 2026 to 31 December 2026
4 th cycle	1 January 2027 to 31 March 2027
5 th cycle	1 April 2027 to 30 June 2027
6 th cycle	1 July 2027 to 31 October 2027

All prices submitted are in accordance to the corresponding Schedules and Annexes. All details must be verified by the Tenderer before tender submission.

I/We fully understand and agree that notwithstanding the fact that the Contract Price as herein quoted by us is applicable to the Conditions of Contract (Part 1-Section B), Conditions of System Software Support and Hardware Maintenance (Part 1-Section C) and Requirement Specifications (Part 2) specified.

Dated this _____ day of _____ 2026

NAME AND
SIGNATURE
(AUTHORISED
REPRESENTATIVE) : _____

NAME AND
SIGNATURE
(WITNESS) : _____

DESIGNATION
(AUTHORISED
REPRESENTATIVE) : _____

DESIGNATION
(WITNESS) : _____

DATE : _____

DATE : _____

COMPANY NAME
AND COMPANY
STAMP : _____

Part 4

SELECTION CRITERIA

SELECTION CRITERIA

1.1 Singapore Arts School Limited (the Company) is seeking to enter into a contractual agreement with a Contractor who best addresses the Company's objective to obtain the best value from the Contractor's services. In line with this principle, the Company will adopt the following criteria for the selection of a Contractor.

Tendering for Provision of Network Infrastructure Preventive Maintenance Services for School of the Arts, Singapore shall be evaluated based on the following criteria :

- ✓a) Submission of Tender on/before the Tender Closing Date and Time
- ✓b) Mandatory attendance at Tender Briefing and Site Show
- ✓c) Completeness of Part 3, Schedule of Price
- ✓d) Tenderer compliance to registration with Government Supplier Registration (GSR) Head Registration and Financial Grade:
 - i) **GSR Head** : **EPU/CMP/10**
Computer Hardware and software Products, Software Development and Maintenance of System, Equipment & Computers
 - ii) **Financial Grade** : **S5**
Tendering Capacity Up to S\$1,000,000
- e) Valid certifications before the Tender registration open date. (where applicable)
- ✓ f) Personnel assigned to support this contract must have comprehensive domain knowledge, pertinent technical expertise and professional certification in the following areas (Part 2 - Requirement Specifications Point 17.3):
 - Cisco Network Equipment
 - Palo Alto Firewall Equipment
- ✓ g) Provide 24x7x4 support from Monday to Sunday 00:00 to 23:59 including public holidays (Part 2 - Requirement Specifications Point 3)
- h) Proposed Maintenance Schedule between 1 April 2026 to 31 October 2027 (19 months)
- i) Sample of Maintenance Report
- j) Financial capabilities of the Tenderer
- k) Record of past and current contracts/ projects
- l) At least three (3) relevant local references for projects of similar nature and scope undertaken in the past two (2) years (Part 2 - Requirement Specifications Point 17.2)
- m) Compliance with all the points in Part 1-Section B and Section C and Part 2

1.2 The Company is not bound to award to the lowest quotation.

Note: Criteria marked with ✓ are critical.

Part 5

STATEMENT OF COMPLIANCE

STATEMENT OF COMPLIANCE

*The indication of Compliance (C), Non-compliance (NC), Alternative (A) or Able to Comply Partially (X) will be deemed to be applicable to each main section, unless it is clearly stated to be otherwise.

** Please indicate the specific items/points of non-compliance where applicable.

Specification	Compliance (C/NC/A/X)*	Explanatory Remark**
PART 1 - SECTION B: CONDITIONS OF CONTRACT		
1		
1.1		
1.2		
1.3		
1.4		
1.5		
2		
2.1		
2.2		
2.3		
3		
3.1 (a)		
3.1 (b)		
3.1 (c)		
3.1 (d)		
3.1 (e)		
3.1 (f)		
3.1 (g)		
3.1 (h)		
3.2 (a)		
3.2 (b)		
3.3		
3.4		
3A		
3A.1		
3A.2		
3A.3		
4		
4.1		
4.2		
4.3		
4.4		
5		
6 Intentionally Left Blank	NA	
7		
7.1		
7.2		
8		
8.1 (a)		
8.1 (b)		
8.1 (c)		
8.1 (d)		
8.2		
8.3		
8.4		
8.5		

Specification	Compliance (C/NC/A/X)*	Explanatory Remark**
8.6		
8.7		
9		
9.1		
9.2		
9.3		
9.4		
9.5		
9.6		
9.7		
10		
10.1		
10.2		
11 Intentionally Left Blank	NA	
12		
12.1		
12.2 Intentionally Left Blank	NA	
12.3		
12.4 Intentionally Left Blank	NA	
12.5 Intentionally Left Blank	NA	
12.6 Intentionally Left Blank	NA	
12.7 Intentionally Left Blank	NA	
13		
13.1		
13.1.1		
13.1.2		
13.2		
13.3		
13.4		
14 Intentionally Left Blank	NA	
15 Intentionally Left Blank	NA	
16		
16.1		
16.2		
17 Intentionally Left Blank	NA	
18 Intentionally Left Blank	NA	
19 Intentionally Left Blank	NA	
20 Intentionally Left Blank	NA	
21 Intentionally Left Blank	NA	
22 Intentionally Left Blank	NA	
23 Intentionally Left Blank	NA	
24 Intentionally Left Blank	NA	
25 Intentionally Left Blank	NA	
26 Intentionally Left Blank	NA	
27		
27.1 Intentionally Left Blank	NA	
27.2		
27.3		
27.4		
28 Intentionally Left Blank	NA	
29		
29.1		
29.2		
29.3 (a)		
29.3 (b)		

Specification	Compliance (C/NC/A/X)*	Explanatory Remark**
29.4		
29.5		
29.6		
30		
30.1 (a)		
30.1 (b)		
30.2		
30.3 (a)		
30.3 (b)		
30.3 (c)		
30.4 (a)		
30.4 (b)		
30.5 (a)		
30.5 (b)		
31		
32		
33		
33.1		
33.2		
33.3		
33.4		
33.5 (a)		
33.5 (b)		
33.5 (c)		
33.6		
33.7		
33.8 (a)		
33.8 (b)		
34		
34.1		
34.2		
34.3		
34.4		
35		
35.1		
35.2		
36		
36.1 (a)		
36.1 (b)		
36.2		
36.3		
36.4		
36.5		
36.6		
37		
37.1		
37.2		
37.3 (a)		
37.3 (b)		
37.3 (c)		
37.3 (d)		
37.3 (e)		
38		

Specification	Compliance (C/NC/A/X)*	Explanatory Remark**
38.1 Intentionally Left Blank	NA	
38.2		
38.3		
38.4		
39		
39.1 (a)		
39.1 (b)		
39.2		
39.3 (a)		
39.3 (b)		
39.3 (c)		
39.4		
39.5		
39.6		
39.7		
39A		
39A.1.1		
39A.1.2		
39A.1.3		
39A.1.4		
39A.1.5		
39A.1.6		
39A.2 Intentionally Left Blank	NA	
39A.3		
40		
40.1		
40.2		
41		
41.1		
41.2 Intentionally Left Blank	NA	
41.3 (a)		
41.3 (b)		
41.4		
41.5		
42		
42.1		
42.2		
42.3		
42.4		
42.5		
43		
44		
45		
46		
46.1		
46.2		
46.3		
46.4		
46.5		
46.6		
47		
48		
48.1		

Specification	Compliance (C/NC/A/X)*	Explanatory Remark**
48.2		
48.3		
48.4 (a) (i)		
48.4 (a) (ii)		
48.4 (a) (iii)		
48.4 (b) (i)		
48.4 (b) (ii)		
48.4 (b) (iii)		
48.4 (b) (iv)		
48.4 (b) (v)		
48.5		
48.6		
48.7		
48.8		
48.9		
48.10		
48.11		
49		
49.1 Intentionally Left Blank	NA	
49.1A		
49.1A.1		
49.1A.2		
49.2		
49.2.1		
49.2.2		
49.2.3		
49.2.4		
49A		
49A.1 (a)		
49A.1 (b)		
49A.1 (c)		
49A.2 (a)		
49A.2 (b)		
49A.2 (c)		
49A.2 (d)		
49A.3		
49A.4		
49A.5		
49A.6		
49A.7		
49B Intentionally Left Blank	NA	
49C Intentionally Left Blank	NA	
49D		
49D.1 (a)		
49D.1 (b)		
49D.2 (a)		
49D.2 (b)		
49D.3		
49D.4		
50		
50.1 (a)		
50.1 (b)		
50.1 (c)		
50.1 (d)		

Specification	Compliance (C/NC/A/X)*	Explanatory Remark**
50.2		
50.3		
50.4 (a)		
50.4 (b)		
50.4 (c)		
50.4 (d)		
50.5		
50.6		
50.7		
51 Intentionally Left Blank	NA	
52		
52.1		
52.2		
52.3		
52.4		
53		
54		
54.1 (a)		
54.1 (b)		
54.1 (c)		
54.2		
54.3		
54.4		
55		
55.1		
55.2		
55.3		
56		
57 Intentionally Left Blank	NA	
58		
58.1		
58.2		
58.3		
59		
59.1		
59.2 (a)		
59.2 (b)		
60		
61		
61.1		
61.2		
62		
62.1		
62.2 (a)		
62.2 (b)		
62.2 (c)		
62.3		
62.4		
62.5		
63		
63.1		
63.2		
63.3		

Specification	Compliance (C/NC/A/X)*	Explanatory Remark**
PART 1 - SECTION C: CONDITIONS OF SYSTEM SOFTWARE SUPPORT AND HARDWARE MAINTENANCE		
1		
1.1		
1A.1		
1A.2 (a)		
1A.2 (b)		
1A.3		
1.2		
1.3		
1.4		
1.5		
2 (a)		
2 (b)		
3		
3.1 (a)		
3.1 (b)		
3.1 (c)		
3.1 (d)		
3.1 (e)		
3.1 (f)		
3.1 (g)		
3.1 (h)		
3.1 (i)		
3.2		
3.2.1		
3.2.2		
3.2.3		
3.2.4		
3.2.5		
3.2.6		
4		
4.1		
4.1.1 (a)		
4.1.1 (b)		
4.1.1 (c)		
4.1.1 (d)		
4.1.2 (a)		
4.1.2 (b)		
4.2 Intentionally Left Blank	NA	
4.3		
4.4		
5 Intentionally Left Blank	NA	
6		
7		
7.1		
7.2		
7.3		
7.4 (a)		
7.4 (b)		
7.5		
8		
8.1 (a)		
8.1 (b)		
8.1 (c)		

Specification	Compliance (C/NC/A/X)*	Explanatory Remark**
8.1 (d)		
8.1 (e)		
8.1 (f)		
8.2		
9		
9.1 (a)		
9.1 (b)		
9.1 (c)		
9.1 (d)		
9.1 (e)		
9.1 (f)		
9.1 (g)		
9.1 (h)		
9.2		
9.3		
9.4		
9.5		
9.6		
9.7		
9.8 Intentionally Left Blank	NA	
10		
10.1 (a)		
10.1 (b)		
10.1 (c) (i)		
10.1 (c) (ii)		
10.1 (c) (iii)		
10.1 (c) (iv)		
10.1 (c) (v)		
10.1 (d)		
10.1 (e)		
10.1 (f)		
10.2		
10A		
10A.1 (i)		
10A.1 (ii)		
10A.2		
10A.3		
10A.4		
11		
11A		
11A.1		
11A.2		
12		
13 Intentionally Left Blank	NA	
14		
14.1		
14.2		
14.3		
14.4		
15		
15.1 Intentionally Left Blank	NA	
15.1.1		
15.1.1A		
15.1.1B (a) (i)		
15.1.1B (a) (ii)		

Specification	Compliance (C/NC/A/X)*	Explanatory Remark**
15.1.1B (b)		
15.1.1C		
15.1.1D (a)		
15.1.1D (b)		
15.2 (a)		
15.2 (b)		
15.3		
15.4 Intentionally Left Blank	NA	
15.5		
15.6		
15.7 (a)		
15.7 (b)		
15.7 (i)		
15.7 (ii)		
16		
17 Intentionally Left Blank	NA	
18		
18.1		
18.2		
18.3		
19		
20		
20.1		
20.2		
20.3		
21		
21.1		
21.2		
21.3		
22		
22.1		
22.2		
22.3		
22.4		
22.5		
23		
23.1		
23.2		
23.3		
24		
25		
26		
26.1		
26.2		
26.3		
26.4		
27		
28		
29		
29.1		
29.2 (a)		
29.2 (b)		
29.3		

Specification	Compliance (C/NC/A/X)*	Explanatory Remark**
PART 2 - REQUIREMENT SPECIFICATIONS		
1		
2		
2.1		
2.2		
2.3		
2.4		
3		
4		
4.1		
4.2		
4.3		
5		
5.1		
5.2		
5.3		
5.4		
5.5		
5.6		
5.7		
5.8		
5.9		
6		
6.1		
6.2		
6.3		
6.4		
7		
7.1		
7.2		
7.3		
7.4		
7.5		
8		
8.1		
8.2		
9 Intentionally Let Blank	NA	
10		
10.1		
10.2		
10.3		
10.4 (a)		
10.4 (b)		
10.4 (c)		
10.5		
11		
11.1		
11.2		
12		
12.1		
12.2		
12.3		
12.4		
12.5		
12.6		

Specification	Compliance (C/NC/A/X)*	Explanatory Remark**
12.7		
13		
13.1		
13.2		
13.3		
14		
14.1		
14.2		
14.3		
15		
15.1		
15.2		
15.3		
16		
16.1 (a)		
16.1 (b)		
16.1 (c)		
16.1 (d)		
16.2		
16.3		
16.4		
16.5		
17		
17.1		
17.2		
17.3 (a)		
17.3 (b)		
18		
18.1 (a)		
18.1 (b)		
18.1 (c)		
18.2		
18.3		

Note:

(1) Please quote the clause number of the lowest level, i.e. clauses or sub-clauses that cannot be further broken down.

(2) Only the following responses are acceptable :

“Compliance” or “C” : When the Services meet all requirements without any customisation / modification. The Tenderer shall not add comments against the clause that vary the meaning of **full compliance** to the clause. However, comments indicating references to literature to substantiate the response is permissible. Any other comments which will vary the meaning of full compliance will be ignored.

“Non-Compliance” or “NC” : When the Services **do not comply** with the requirements at all.

“Alternative” or “A” : When the Services **do not comply with the requirements but meet other SAS’s requirements** which ensure higher quality than the SAS’s specifications. The Tenderer shall **provide details** and references of accompanying literature to substantiate the response.

"Able to Comply Partially" or **"X"** : When the Services **comply partially with the SAS's requirements**. The Tenderer shall **provide details** and references of accompanying literature to substantiate the response.

(3) Explanatory note shall be provided under the column "Explanation Notes/Remarks" for cases where the compliance are "A" or "X".

(4) Tenderer shall not use other types of responses other than those mentioned in Note (2).

We fully understand and agree that notwithstanding the fact that the Statement of Compliance as herein declared is subjected to the Company's acceptance.

Dated this _____ day of _____ 2026.

NAME AND SIGNATURE

(AUTHORISED
REPRESENTATIVE) : _____ NAME
(WITNESS) : _____

DESIGNATION
(AUTHORISED
REPRESENTATIVE) : _____ DESIGNATION
(WITNESS) : _____

DATE : _____ DATE : _____

COMPANY STAMP
(AUTHORISED
REPRESENTATIVE) : _____ COMPANY
STAMP
(WITNESS) : _____

COMPANY NAME
(AUTHORISED
REPRESENTATIVE) : _____ COMPANY
NAME
(WITNESS) : _____