

PART 1 - SECTION B
CONDITIONS OF CONTRACT
FOR PILOT TRIAL

CONTENTS

1.	INTERPRETATION.....	4
2.	CLAUSE REFERENCES	5
3.	PILOT TRIAL TO BE CONDUCTED BY TENDERER.....	5
4.	TERMS OF PAYMENT	6
5.	TAXES, FEES AND DUTIES	6
6.	TIME FOR PERFORMANCE	7
7.	TENDERER'S OBLIGATIONS	7
8.	MODIFICATION OF SOLUTION	7
9.	INTENTIONALLY LEFT BLANK	8
10.	PROJECT MANAGEMENT.....	8
11.	TENDERER'S PERSONNEL	8
12.	TITLE AND RISK.....	9
13.	SITE PREPARATION.....	9
14.	INFORMATION AND ACCESS.....	9
15.	PRE-DELIVERY CONDITION.....	10
16.	DELIVERY.....	10
17.	INSTALLATION	10
18.	ASSESSMENT TESTS	11
19.	OWNERSHIP OF INTELLECTUAL PROPERTY	11
20.	UNAUTHORISED CODE	12
21.	LIABILITY OF TENDERER.....	13
22.	INTELLECTUAL PROPERTY INDEMNIFICATION	13
23.	LANGUAGE	15
24.	DAMAGE AND INJURY TO PERSONS AND PROPERTY	15
25.	LIMITATION OF LIABILITY	16
26.	CONFIDENTIALITY	16
27.	DATA PROTECTION.....	18
28.	COMPLIANCE WITH STATUTES, REGULATIONS, ETC.....	18
29.	SUB-CONTRACT, ASSIGNMENT, TRANSFER.....	18
30.	FORCE MAJEURE	19
31.	PUBLIC RELEASE OF INFORMATION.....	19
32.	GIFTS, INDUCEMENT AND REWARDS.....	20
33.	APPLICABLE LAW	20
34.	VARIATION OF PILOT TRIAL CONTRACT.....	20
35.	BREACHES NOT TO BE WAIVED.....	21
36.	TERMINATION OF CONTRACT	21
37.	CONCLUSION OR TERMINATION OF PILOT TRIAL	23
38.	SECURITY	23
39.	CORRESPONDENCE.....	24
40.	CUMULATIVE REMEDIES	24
41.	CLAIMS FOR EXTRA WORK	24
42.	MEDIATION CLAUSE	25
43.	CONTRACTS (RIGHTS OF THIRD PARTIES).....	25
44.	GOVERNMENT ELECTRONIC BUSINESS (GEBIZ)	25
45.	CONSORTIUM	25
46.	OWNERSHIP OF DOCUMENTATION AND DISPOSAL OF DOCUMENTATION UPON TERMINATION OF CONTRACT OR COMPLETION OF CONTRACT	26

LIST OF SCHEDULES

SCHEDULE 1: PILOT TRIAL PRICE27**ERROR! BOOKMARK NOT DEFINED.**
SCHEDULE 2: FORM OF AGREEMENT FOR PILOT TRIAL 28
SCHEDULE 3: INTENTIONALLY LEFT BLANK 30
SCHEDULE 4: UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION 31
SCHEDULE 5: DECLARATION 32

1. INTERPRETATION

1.1 In these Conditions of Contract for Pilot Trial, unless the context otherwise requires:

“**Party**” means either the Government or the Shortlisted Tenderer and “**Parties**” means both the Government and such Shortlisted Tenderer.

“**Pilot Trial Contract**” means the resulting contract between the Government and the Shortlisted Tenderer for the conduct of the Pilot Trial as a result of the issuance of the Letter of Award for Pilot Trial to the Shortlisted Tenderer, which terms and conditions are contained in the following:

- (a) these Conditions of Contract for Pilot Trial;
- (b) the Instructions to Tenderers;
- (c) the OBP Specifications;
- (d) the Shortlisted Tenderer’s Proposal;
- (e) the Letter of Award for Pilot Trial;
- (f) any correspondence exchanged between the Government and the Shortlisted Tenderer which is agreed to by the Government in writing as amplifying or modifying the Outcome-Based Procurement or the Shortlisted Tenderer’s Proposal; and
- (g) any formal agreement executed between the Parties,

including all schedules and annexes to such documents as relevant.

“**Pilot Trial Price**” means the sum specified in the Shortlisted Tenderer’s Proposal for conduct of the Pilot Trial and where the sum tendered has been varied by written agreement of the Parties it shall refer to such varied sum.

“**Shortlisted Tenderer**” means a Tenderer who has been issued a Letter of Award for Pilot Trial.

“**Stipulated Pilot Trial Date**” means the date the Shortlisted Tenderer has stipulated in the Implementation Plan when the Pilot Trial is to commence.

1.2 All other terms which are not defined herein shall have the same meanings as those given in the Conditions of Contract for Final Award.

1.3 Words importing the singular shall also include the plural and vice versa where the context requires.

1.4 The headings for convenience of reference only and shall not be taken into consideration for the purpose of interpretation.

- 1.5 References to a person include any company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having separate legal personality).
- 1.6 Unless a contrary intention appears, a reference in the Pilot Trial Contract to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”.
- 1.7 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. CLAUSE REFERENCES

- 2.1 All references herein to clauses in these Conditions of Contract for Pilot Trial or any other document, unless otherwise expressly stated, are references to clauses numbered in these Conditions of Contract for Pilot Trial or the document in which the reference appears respectively.

3. PILOT TRIAL TO BE CONDUCTED BY TENDERER

- 3.1 The issuance by the Government of a Letter of Award for Pilot Trial to the Shortlisted Tenderer creates a binding agreement between the Government and the Shortlisted Tenderer for the conduct of the Pilot Trial, and the Shortlisted Tenderer shall conduct the Pilot Trial in accordance with the terms and conditions of the Pilot Trial Contract.
- 3.2 The Shortlisted Tenderer shall conduct a pilot trial of the Solution proposed by the Shortlisted Tenderer in the Government’s defined testing environment, and in connection with the conduct of such Pilot Trial, the Shortlisted Tenderer shall:
- (a) prepare the Site for installation;
 - (b) ensure the Solution meets the security requirements stated in the OBP Specifications prior to commencing the Pilot Trial, and shall furnish the security test results as evidence of meeting the security requirements;
 - (c) deliver the Solution for the purpose of conducting the Pilot Trial and install the Solution at the Site by the Stipulated Pilot Trial Date;
 - (d) after the Solution has been installed at the Site, the Government shall load into the Solution test data which in the reasonable opinion of the Government is suitable to test whether the proposed Solution meets the OBP Specifications and with the advice and assistance of the Shortlisted Tenderer, operate the Solution for a period of 20 working days to:
 - (i) perform the Government’s routine transactions;

- (ii) perform the transactions performed during any benchmark tests or other vendor demonstrations included, referenced or incorporated in the OBP Specifications;
 - (iii) carry out Solution functions test to determine whether the Solution meets the specifications, performs the functions, and meet the criteria for Solution availability, response time and workload requirements set out in the OBP Specifications; and
 - (iv) perform such other transactions as may be necessary to test the Solution performance specified in the OBP Specifications; and
- (e) after conclusion or termination of the Pilot Trial, to fulfill its obligations under Clause 37.

4. TERMS OF PAYMENT

- 4.1 Subject to the provisions of the Pilot Trial Contract, the Government shall pay to the Shortlisted Tenderer the Pilot Trial Price in the manner prescribed in **Schedule 1** of these Conditions of Contract for Pilot Trial.
- 4.2 The Shortlisted Tenderer shall submit such invoices or other documents in accordance with such means and in such format as may be specified by the Government for the purposes of making payment.
- 4.3 The Government shall not pay for expenses or cost of whatever nature for the Pilot Trial other than those expressly set forth in the Pilot Trial Contract.
- 4.4 The Pilot Trial Price is exclusive of any Singapore Goods and Services Tax (“GST”) chargeable on the supply of goods, services or works to the Government by the Shortlisted Tenderer under the Pilot Trial Contract. If the Shortlisted Tenderer is a taxable person under the Goods and Services Tax Act, the Government shall reimburse the Shortlisted Tenderer the GST charged on the supply by the Shortlisted Tenderer to the Government of goods, services or works under the Pilot Trial Contract.

5. TAXES, FEES AND DUTIES

- 5.1 Each party shall pay its own costs of negotiating, preparing and executing this Pilot Trial Contract.
- 5.2 If the Shortlisted Tenderer is a taxable person under the Goods and Services Tax Act (Cap. 117A) (“**GST Act**”), the Government shall pay the Shortlisted Tenderer the Goods and Services Tax for the supply by the Shortlisted Tenderer of goods and/or services under this Pilot Trial Contract. For clarification, “Goods and Services Tax” shall refer to tax under the GST Act.
- 5.3 Any invoice or other request for payment of monies due to the Shortlisted Tenderer under this Pilot Trial Contract shall, if he is a taxable person for the purpose of the GST

Act, be in the same form and contain the same information as if it were a tax invoice for the purposes of the Regulations made under the GST Act.

- 5.4 For the avoidance of doubt, in the event that withholding taxes are imposed by the tax authorities on any payment due under this Pilot Trial Contract, the Shortlisted Tenderer shall bear all such withholding taxes and the Government shall be entitled to deduct such taxes from payment due to the Shortlisted Tenderer and forward the balance to the Shortlisted Tenderer without any obligation to gross up such payment or pay the Shortlisted Tenderer any amount so withheld.

6. TIME FOR PERFORMANCE

- 6.1 Time shall be of the essence in the Pilot Trial Contract and the Shortlisted Tenderer undertakes to deliver and install the Solution and all such other items necessary for the conduct of the Pilot Trial by the Stipulated Pilot Trial Date.

7. TENDERER'S OBLIGATIONS

- 7.1 The Shortlisted Tenderer shall with due care and diligence:
- (a) carry out its obligations to the Government under the Pilot Trial Contract;
 - (b) provide all hardware, software, documentation, equipment, spare parts, materials and other items necessary for the operation of the Solution and the applications as set out in the OBP Specifications during the Pilot Trial; and
 - (c) do all things which are necessary or reasonably to be inferred from the Pilot Trial Contract.
- 7.2 In the performance of the Pilot Trial Contract, the Shortlisted Tenderer 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. MODIFICATION OF SOLUTION

- 8.1 No change or modification shall be made to the proposed Solution in the Shortlisted Tenderer's Proposal and thereafter unless the prior written agreement of the Government has been obtained.
- 8.2 The Shortlisted Tenderer shall provide written procedures and details of Solution changes or modifications which may have to be implemented during the various stages of the Outcome-Based Procurement. Such changes or modifications shall not be implemented unless the prior written agreement of the Government has been obtained.

9. INTENTIONALLY LEFT BLANK**10. PROJECT MANAGEMENT****10.1 The Government's Representative**

The Government shall appoint a person (the "Representative") to supervise and liaise with the Shortlisted Tenderer for the purpose of the Pilot Trial Contract and such person may designate others to assist him in such matters.

10.2 Project Office

The Shortlisted Tenderer shall at its own expense establish a project office in Singapore to coordinate the conduct of the Pilot Trial.

10.3 Project Manager and Other Personnel

10.3.1 The Shortlisted Tenderer shall designate a Project Manager and the Project Manager shall be primarily responsible for directing and coordinating the Pilot Trial and all work and services which are to be executed or provided by the Shortlisted Tenderer under the Pilot Trial Contract. The Project Manager shall be deemed to be the Shortlisted Tenderer's agent in all dealings with the Government and all actions of the Project Manager shall be binding on the Shortlisted Tenderer.

The Representative shall have direct access to the Project Manager at all times during the performance of the Pilot Trial Contract and if the Project Manager is absent from Singapore for any duration, the Shortlisted Tenderer shall designate another employee to perform his duties and functions.

10.4 Intentionally Left Blank**10.5 Intentionally Left Blank****11. TENDERER'S PERSONNEL**

11.1 The Shortlisted Tenderer shall provide all necessary personnel with adequate skills for the conduct of the Pilot Trial.

11.2 The Shortlisted Tenderer shall communicate in writing for the approval of the Representative the names and particulars of his employees and the employees of any sub-contractor engaged by the Shortlisted Tenderer to carry out its obligations under the Pilot Trial Contract. The names and particulars shall be provided in the form required by the Representative.

11.3 If the Government objects by notice in writing to any personnel assigned or designated by the Shortlisted Tenderer or by any sub-contractor to carry out any work or perform services for the purposes of the Pilot Trial Contract who, in the opinion of the Government, has misconducted himself or is a security risk or is deemed unsuitable in

any way, the Shortlisted Tenderer shall remove such person immediately and furnish a suitable and adequate replacement at no additional expense to the Government. In the event that the Government has other reasons to believe that any personnel employed by the Shortlisted Tenderer, or its sub-contractors or agents are unsatisfactory in any way, the Shortlisted Tenderer and the Government shall meet immediately in order to reach a mutually acceptable solution.

- 11.4 The Shortlisted Tenderer undertakes not to change its personnel designated under Clause 11.2 without the Representative's consent, whose consent shall not be unreasonably withheld. In the event of replacement of the Shortlisted Tenderer's staff the Shortlisted Tenderer shall provide the names and particulars of the replacement staff in writing to the Government. Replacement staff shall not commence work on the project unless approval is given in writing by the Government. The Shortlisted Tenderer shall not alter or reduce the quality of its personnel if this may adversely affect the progress of the Pilot Trial.
- 11.5 The Shortlisted Tenderer shall not, without prior written permission from the Representative, bring any visitor to the Site.

12. TITLE AND RISK

- 12.1 Title to and risk in the Solution does not pass to the Government by virtue of the Pilot Trial Contract, and shall remain with the Shortlisted Tenderer.

13. SITE PREPARATION

- 13.1 Within one month of the issuance of the Letter of Award for Pilot Trial, the Shortlisted Tenderer shall supply to the Government such information and assistance as may be necessary to enable the Government to prepare the Site for the installation of the Solution for the purpose of conducting the Pilot Trial and to provide environmental and operational conditions for the efficient working of the Solution during the Pilot Trial.
- 13.2 For this purpose the Shortlisted Tenderer shall make available to the Government free of charge the advice of a suitably qualified engineer.
- 13.3 The Government shall at its own expense prepare the Site and provide such environmental and operational conditions prior to delivery.

14. INFORMATION AND ACCESS

- 14.1 The Government undertakes to provide the Shortlisted Tenderer promptly with any information which the Shortlisted Tenderer may reasonably require from time to time to enable the Shortlisted Tenderer to proceed expeditiously with the performance of its obligations under the Pilot Trial Contract.
- 14.2 The Government shall, for the purposes of the Pilot Trial Contract, afford to the authorised personnel of the Shortlisted Tenderer 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 Solution.

15. PRE-DELIVERY CONDITION

- 15.1 The Shortlisted Tenderer warrants that upon its delivery, each item of the Solution to be used for the Pilot Trial shall be in good working order and will conform to the Shortlisted Tenderer's official published specifications. Such specifications shall be made available upon request at no additional charge to the Government.

16. DELIVERY

- 16.1 The Shortlisted Tenderer shall deliver the Solution and install the Solution at the Site for the purpose of conducting the Pilot Trial by the Stipulated Pilot Trial Date.
- 16.2 Without prejudice to the generality of Clause 16.1, the Shortlisted Tenderer shall make its own arrangements regarding import and export licenses, storage, insurance, custom and import duties and all matters connected with transportation of the Solution, Hardware, Software, documentation, equipment, spare parts, materials and other items from their points of origination to the Off-Loading Point.
- 16.3 The Shortlisted Tenderer shall be responsible for moving the Hardware from the Off-Loading Point to the Site. If it is necessary for the Shortlisted Tenderer to remove any doors, widen any entrances or undertake any structural works of any description, it shall do so at its own expense and with the Representative's written consent, which consent shall not be unreasonably withheld.
- 16.4 The Shortlisted Tenderer undertakes that the information with regard to the dimensions and weights of the various component parts of the Hardware given in its Proposal are correct and any additional expense incurred by the Government due to any incorrect information provided by the Shortlisted Tenderer shall be borne by the Shortlisted Tenderer.

17. INSTALLATION

- 17.1 If the provision of Hardware by the Shortlisted Tenderer is necessary for the purpose of conducting the Pilot Trial, the Shortlisted Tenderer shall install the Hardware at the Site by the Stipulated Pilot Trial Date.
- 17.2 If the provision of Hardware by the Shortlisted Tenderer is not necessary for the purpose of conducting the Pilot Trial, the Shortlisted Tenderer shall deliver the Software to the Government and install the same on the Hardware at the Site by the Stipulated Pilot Trial Date.
- 17.3 If in the reasonable opinion of the Shortlisted Tenderer it is necessary to remove or otherwise disconnect any of the Government's existing equipment at the Site in order to carry out the installation of the Hardware, the Shortlisted Tenderer shall give the

Government sufficient advance written notice of this, then the Government shall permit, and obtain all necessary consents for, such removal and/or disconnection and shall give the Shortlisted Tenderer all necessary assistance to enable such work to be carried out.

- 17.4 The Shortlisted Tenderer shall provide all tools and equipment which are necessary for the installation of the Hardware.

18. ASSESSMENT TESTS

- 18.1 The Shortlisted Tenderer shall conduct assessment tests on the Solution including the Hardware and Software to verify and demonstrate to the Government that the Solution meets the performance criteria and demonstrates the desired outcomes as specified in **Part 2 OBP Specifications** (“**Assessment Tests**”). The Assessment Tests shall include the tests specified in Clause 3.2(d).

19. OWNERSHIP OF INTELLECTUAL PROPERTY

- 19.1 In this Clause 19, the following terms shall have the meaning hereby assigned to them:

“**Background IP**” means Intellectual Property in or relating to the Solution which is created prior to or independently of the Pilot Trial Contract.

“**Foreground IP**” means Intellectual Property which results from or is generated pursuant to or for the purpose of the Pilot Trial Contract.

- 19.2 Nothing in the Pilot Trial Contract shall affect any person’s right to own or licence Background IP.
- 19.3 The Government agrees that all rights, title to or interest in, all Foreground IP created by the Shortlisted Tenderer shall vest in the Shortlisted Tenderer.
- 19.4 In consideration of the Government agreeing to the vesting of the Foreground IP in the Shortlisted Tenderer, the Shortlisted Tenderer shall, for the duration of the Pilot Trial, obtain for and grant to the Government and its agents, free of any additional charge, an irrevocable, Singapore, perpetual, non-exclusive licence, to use all Foreground IP which is or becomes vested in the Shortlisted Tenderer, its subcontractor or supplier, for the purpose of the Pilot Trial.
- 19.5 The Shortlisted Tenderer shall, for the duration of the Pilot Trial, obtain for and grant to the Government and its agents, free of any additional charge, a Singapore, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Shortlisted Tenderer, its subcontractor or supplier, for the purpose of the Pilot Trial.
- 19.6 For the avoidance of doubt, Clause 19.3 does not vest any title in the Shortlisted Tenderer of any IP in any results, report, data or information generated or produced in the course of the Pilot Trial. The title to all IP in any such results, report, data or

information generated or produced in the course of the Pilot Trial shall be owned by the Government.

- 19.7 If any licence granted or obtained for Foreground IP or Background IP under Clauses **Error! Reference source not found.** and **Error! Reference source not found.** is registrable under any IP registration system in Singapore, the Shortlisted Tenderer shall:
- (a) register the licence under the IP registration system in Singapore; and
 - (b) deliver copies of documentary proof of such licence registration to the Government as soon as possible.

20. UNAUTHORISED CODE

- 20.1 The Shortlisted Tenderer warrants that at the time of delivery or installation of the Solution for the Pilot Trial:
- (a) the Solution and every part thereof are free of Unauthorised Code (hereinafter defined);
 - (b) all magnetic or other storage media and all software 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.
- 20.2 Prior to and at the time of delivery and installation, the Shortlisted Tenderer shall conduct a complete and thorough scan for Unauthorised Code using anti-virus software package(s) on all parts of the Solution.
- 20.3 If any part of the Solution is discovered during delivery or installation to contain or be affected by any Unauthorised Code then:
- (a) the Government may reject any such parts of the Solution and the Shortlisted Tenderer shall, at its own expense, immediately remove and recover all rejected parts of the Solution and provide replacements which are free of Unauthorised Code;
 - (b) irrespective of whether the software is rejected, the Shortlisted Tenderer shall pay the Government a sum of Singapore Dollars One Thousand Five Hundred (\$\$1,500) 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 Clauses 20.3(a) and (b), the Shortlisted Tenderer shall indemnify the Government 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 software.
- 20.4 If, after the delivery and installation of a part of a Solution 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 Shortlisted Tenderer or its employees:
- (a) the Government may reject any such part of the Solution and the Shortlisted Tenderer shall, at its own expense, immediately remove and recover all rejected parts of the Solution and provide replacements which are free of Unauthorised Code; and
- (b) in addition to paragraph (a) above, the Shortlisted Tenderer shall indemnify the Government 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 software.
- 20.5 In this Clause 20:
- (a) a reference to a part of the Solution includes a reference to any software installed thereon; and
- (b) “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.

21. LIABILITY OF TENDERER

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

22. INTELLECTUAL PROPERTY INDEMNIFICATION

- 22.1 The Shortlisted Tenderer:
- a) represents, warrants and undertakes that all intellectual property used, introduced or supplied by the Shortlisted Tenderer in the course of performing its obligations under this Pilot Trial Contract do not infringe any rights or interests of third parties; and

- b) shall give the Government prompt notice in writing of any claim of infringement of any such rights or interests made by any third party.
- 22.2 The Shortlisted Tenderer shall indemnify the Government and its officers against all liabilities and losses incurred or suffered and sums paid by the Government, whether in satisfaction of court, arbitral or expert award or settlement sum, (including costs and expenses on a full indemnity basis and experts' and consultants' fees) by reason of any intellectual property infringement or alleged infringement in respect of the Goods and Services supplied or furnished by the Shortlisted Tenderer under this Pilot Trial Contract.
- 22.3 Without prejudice to the Government's right to defend a claim alleging such infringement, the Shortlisted Tenderer shall, if requested by the Government but at the Shortlisted Tenderer's expense, defend such claim. This will however not limit the Government's right to participate in such investigation, trial and defence of such claim and any appeal therefrom and the Shortlisted Tenderer shall bear all reasonable costs and expenses arising from such participation. No settlement of a claim that involves a remedy other than the payment of money by the Shortlisted Tenderer shall be entered into without the consent of the Government as the case may be.
- 22.4 The Government shall, if requested but at the Shortlisted Tenderer's expense, provide the Shortlisted Tenderer with reasonable assistance in conducting the defence of such claim.
- 22.5 If any of the intellectual property used or introduced by the Shortlisted Tenderer under this Pilot Trial Contract in any such suit is alleged to infringe rights or interests of third parties, the Government may (in addition to and without prejudice to all other rights or remedies available) require the Shortlisted Tenderer, at the Shortlisted Tenderer's own expense and at the option of the Government to:
- a) procure for the Government the right to continue using the same;
 - b) replace or modify the same so as to avoid the infringement but still meeting the obligations of the Shortlisted Tenderer under this Pilot Trial Contract (in which event the Shortlisted Tenderer shall compensate the Government for the amount of any direct loss or damage sustained or incurred by the Government during such replacement or modification); or
 - c) pay the Government a sum equivalent to the purchase price of items functionally equivalent to the infringing items upon the return of the infringing items to the Shortlisted Tenderer.
- Such actions shall not prejudice or affect any right of action or remedy of the Government against the Shortlisted Tenderer.
- 22.6 In the event of any action being contemplated or instituted for an alleged infringement of IP rights, the Government shall have the right to terminate this Pilot Trial Contract with immediate effect.
- 22.7 This Clause 22 shall survive the termination or expiry of this Pilot Trial Contract.

23. LANGUAGE

- 23.1 All data, documents, descriptions, diagrams, books, catalogues and instructions used in the Pilot Trial and correspondence shall be written in readily comprehensible English language.
- 23.2 The personnel of the Shortlisted Tenderer and the Subcontractor 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 under the Pilot Trial Contract.

24. DAMAGE AND INJURY TO PERSONS AND PROPERTY

- 24.1 The Shortlisted Tenderer shall indemnify and reimburse the Government in respect of all liabilities and losses incurred or suffered and sums paid by the Government, whether in satisfaction of court, arbitral or expert award or settlement sum (including costs and expenses on a full indemnity basis and experts' and consultants' fees) arising out of or in connection with any act or omission on the part of the Shortlisted Tenderer, Subcontractor or any of their officers, employees, or agents (the "**Supplier Parties**") unless the Shortlisted Tenderer can show that it is not due to:
- a) any negligent, unlawful or wrongful action or omission or any breach of duty of the Supplier Parties; and
 - b) the Shortlisted Tenderer's breach, failure or delay in performance of this Pilot Trial Contract.
- 24.2 The Government shall give notice to the Shortlisted Tenderer as soon as practicable if a third party makes a claim or notifies of an intention to make claim against the Government which may reasonably be construed to give rise to a liability under this Clause.
- 24.3 Upon receipt of such notice and if requested by the Government, the Shortlisted Tenderer shall immediately take control of the defence and investigation of such claim and shall employ and engage attorneys reasonably acceptable to the Government to handle and defend the same, at the Shortlisted Tenderer's sole cost and expense.
- 24.4 The Government shall cooperate, at the cost of the Shortlisted Tenderer, in all reasonable respects with the Shortlisted Tenderer and its attorneys in the investigation, trial and defence of such claim and any appeal arising therefrom. This will however not limit the Government's right to participate, through their attorneys or otherwise, in such investigation, trial and defence of such claim and any appeal therefrom and the Shortlisted Tenderer shall bear all reasonable costs and expenses arising from such participation. No settlement of a claim that involves a remedy other than the payment of money by the Shortlisted Tenderer shall be entered into without the consent of the Government as the case may be.

24.5 In the event that the Shortlisted Tenderer does not immediately assume full control over the defence of such claim, the Government shall have the right to defend the claim in such manner as it may deem appropriate, at the sole cost and expense of the Shortlisted Tenderer.

25. LIMITATION OF LIABILITY

25.1 In the event of any breach or default of a term of the Pilot Trial Contract, the Shortlisted Tenderer's cumulative liability shall not exceed the Pilot Trial Price.

25.2 In the event of any breach or default of a term of the Pilot Trial Contract, the Government's cumulative liability shall not exceed the Pilot Trial Price.

25.3 For the avoidance of doubt, Clause 25.1 and 25.2 shall not apply to any claim relating to any:

- (a) death or personal injury;
- (b) patent, copyright or other intellectual property right infringement;
- (c) indemnity provided under the Pilot Trial Contract; or
- (d) liquidated damages recoverable under the Pilot Trial Contract.
- (e) which arises or is increased as a consequence of fraud, fraudulent misrepresentation, willful misconduct or gross negligence by the Shortlisted Tenderer, its Sub-contractors or any of their respective directors, officers, employees or agents.

26. CONFIDENTIALITY

26.1 Except with the written consent of the Government, the Shortlisted Tenderer shall:

- a) shall keep confidential and undertakes not to divulge or communicate Confidential Information to any unauthorised person;
- b) shall not transfer, whether electronically or otherwise, Confidential Information outside Singapore, or allow parties outside Singapore to have access to it;
- c) shall immediately notify the Government when it becomes aware that a disclosure of any Confidential Information may be required by law and cooperate with the Government to limit the extent of such disclosure to the maximum extent allowed by the law;
- d) shall take all reasonable precautions in dealing with Confidential Information so as to prevent any unauthorised person from having such access to such Confidential Information;

- e) shall procure and ensure all its employees, servants and agents and those of its Sub-contractors or agents who are or may be involved in the execution of obligations under this Pilot Trial Contract observe the provisions of this Clause 25 and shall, at any time, if so required by the Government, procure and ensure that such employees, servants and agents and those of his Sub-contractors or agents sign an Undertaking to Safeguard Official Information in the form prescribed in **Schedule 4** of these Conditions of Contract;
- f) shall immediately notify the Government where the Shortlisted Tenderer becomes aware of any breach of this Clause 26 by its employees, servants and agents and those of its Sub-contractors or agents who are or may be involved in the execution of obligations under this Pilot Trial Contract, and cooperate with the Government to limit the extent and impact of such breach;
- g) shall not make use of any Confidential Information for any purpose other than for the purposes of this Pilot Trial Contract.

26.2 Parties agree that the obligations of confidentiality shall not apply to information that:

- a) without contravention of any law is or was already known to the Shortlisted Tenderer at the time of disclosure to it, as evidenced by written records;
- b) is at the time of disclosure by the Shortlisted Tenderer already public knowledge through no fault or omission of the Shortlisted Tenderer; or
- c) is required to be disclosed by a court of law, and in such an event, the Shortlisted Tenderer shall give the Government prompt and prior notice of any such requirement and shall cooperate with the Government to limit the scope of such disclosure to the maximum extent legally possible.

26.3 The Shortlisted Tenderer's attention is hereby drawn to the Official Secrets Act and in particular to Section 5 thereof which relates to the safeguarding of official information.

26.4 The Shortlisted Tenderer acknowledges that any disclosure of Confidential Information by itself, its employees, servants and agents and those of its permitted Sub-contractors except as, and to the extent, permitted under this Pilot Trial Contract, may result in irreparable injury and damage to the Government which cannot be adequately compensated in monetary damages alone. The Shortlisted Tenderer therefore agrees that the Government may, in addition to any other legal remedies which may be available, seek such injunctive or other equitable relief as may be necessary to protect itself against any such breach or threatened breach of this Clause 26, including but not limited to obtaining an injunction to prevent any unauthorised disclosure of Confidential Information by the Pilot Trial Contract, its employees, servants and agents and those of its permitted Sub-contractors, and the Government shall be fully indemnified by the Shortlisted Tenderer against all actions, claims and demands, and all related costs (on a full indemnity basis), expenses and/or damages incurred or sustained as a result of such breach or threatened breach.

26.5 This Clause 26 shall survive the termination or expiry of this Pilot Trial Contract and the termination or expiry of this Pilot Trial Contract for whatever cause shall not put an end to the obligation of confidentiality imposed on the Shortlisted Tenderer, its employees, agents and servants and those of this Sub-contractors.

27. DATA PROTECTION

27.1 The Shortlisted Tenderer shall, and shall ensure that all of its directors, officers, personnel, employees, servants, agents and Subcontractors, use any personal data obtained and/or held in connection with the Pilot Trial Contract only for the purposes of fulfilling its obligations under the Pilot Trial Contract.

27.2 The Shortlisted Tenderer shall not, and shall ensure that all of its directors, officers, personnel, employees, servants, agents and Subcontractors shall not, disclose any personal data obtained and/or held in connection with the Pilot Trial Contract without the prior consent of the Authority.

27.3 The Shortlisted Tenderer shall not cause or permit personal data obtained and/or held in connection with the Pilot Trial Contract to be transferred outside Singapore, or allow parties outside Singapore to have access to it, without the prior consent of the Government.

27.4 The Shortlisted Tenderer shall immediately notify the Government when it becomes aware of a breach of Clauses 27.1 to 27.3 by itself or any Subcontractor in relation to any personal data obtained and/or held in connection with the Pilot Trial Contract.

27.5 The Shortlisted Tenderer shall immediately notify the Government when it becomes aware that a disclosure of personal data may be required by law and cooperate at its own costs with the Government's reasonable requests and directions.

28. COMPLIANCE WITH STATUTES, REGULATIONS, ETC

28.1 The Shortlisted Tenderer 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 licence for the export of all items from their countries of origin to Singapore in relation to the execution of the Pilot Trial Contract.

28.2 The Shortlisted Tenderer shall conform in all respects with the provisions of all laws of Singapore and shall keep the Government indemnified against all penalties and liabilities of every kind for the breach of any such laws.

29. SUB-CONTRACT, ASSIGNMENT, TRANSFER

29.1 The Shortlisted Tenderer shall not, without the written consent of the Government, sub-contract, assign or transfer the Pilot Trial Contract or the benefits or obligations or any part thereof to any other person. The Shortlisted Tenderer shall be responsible for the

acts, defaults, neglects or omissions of any assignee or Subcontractor, their agents, servants or workmen as fully as if they were the acts, defaults, neglects or omissions of the Shortlisted Tenderer, his agents, servants or workmen.

- 29.2 In seeking the written consent of the Government, the Shortlisted Tenderer shall provide all information requested by the Government including but not limited to information about a Subcontractor's registration with the relevant Government Registration Authority. Information on the Government Registration Authority can be found in GeBIZ Partner via Internet at <http://www.gebiz.gov.sg>.

30. FORCE MAJEURE

- 30.1 Neither the Shortlisted Tenderer nor the Government shall be liable for any failure to perform obligations under this Pilot Trial Contract if the failure results from events which are beyond their reasonable control (a "**Force Majeure Event**"), except that the affected party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For purposes of this Pilot Trial Contract, such acts shall include acts of God, civil or military authority, civil disturbance, wars, strikes, fires or other catastrophes.
- 30.2 If the effect of any Force Majeure Event continues for more than three (3) months the Government may give notice to the Shortlisted Tenderer to terminate the Pilot Trial Contract with immediate effect without being liable to the Shortlisted Tenderer in damages or compensation.
- 30.3 Where the Government elects to terminate this Pilot Trial Contract under Clause 30.2, the Shortlisted Tenderer shall forthwith refund to the Government all amounts paid to the Shortlisted Tenderer less the price of Services which have been provided to the Government.
- 30.4 If a Force Majeure Event occurs, the Shortlisted Tenderer or the Government (as the case may be) shall for the duration of such Force Majeure Event be relieved of any obligation under this Pilot Trial Contract as is affected by the Force Majeure Event save that the provisions of this Contract shall remain in force with regard to all other obligations under this Contract which are not affected by the Force Majeure Event.
- 30.5 A Party cannot claim relief under this Clause based on a failure or delay by his Sub-Contractor in the performance of the Sub-Contractor's contractual obligations with the Party.

31. PUBLIC RELEASE OF INFORMATION

- 31.1 The Shortlisted Tenderer shall obtain in writing the prior approval and the consent of the Government 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 Pilot Trial Contract including but not limited to the work to be performed under the Pilot Trial Contract. Such prior approval shall be sought in reasonable time.

32. GIFTS, INDUCEMENT AND REWARDS

- 32.1 The Government shall be entitled to rescind or terminate the Pilot Trial Contract at any time and to recover from the Shortlisted Tenderer the amount of any loss resulting from such rescission or termination, if the Shortlisted Tenderer or the Subcontractor 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 Pilot Trial Contract with the Government or for showing or forbearing to show favour to any person in relation to any agreement with the Government or if the like acts shall have been done by any person employed by the Shortlisted Tenderer or Subcontractor, or if in relation to any contract with the Government, the Shortlisted Tenderer or the Subcontractor or any person employed by the Shortlisted Tenderer or Subcontractor 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.

33. APPLICABLE LAW

- 33.1 The Pilot Trial 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.

34. VARIATION OF PILOT TRIAL CONTRACT

- 34.1 Parties agree that any variation to the Pilot Trial Contract shall be in writing and signed by both Parties.
- 34.2 The Government may, at any time during the Pilot Trial Contract, require the Shortlisted Tenderer to revise the Implementation Plan and/or to undertake any reasonable alteration or addition to or omission from work required to be done under the Pilot Trial.
- 34.3 In the event of such a variation being requested, the Government shall formally request the Shortlisted Tenderer to state in writing the effect such variation will have on the Pilot Trial Price and to the works schedule. The Shortlisted Tenderer shall furnish such details within fourteen (14) days of receipt of the Government's request or such other period as may be agreed. The Shortlisted Tenderer shall not vary the works to be performed under the Pilot Trial Contract in any respect unless instructed in writing to do so by the Government.
- 34.4 A variation under this Clause 34 shall not invalidate the Pilot Trial Contract but if such variation involves an increase in the cost to the Shortlisted Tenderer of carrying out the

work, an appropriate adjustment to the Pilot Trial Price shall be made by agreement between the Parties.

- 34.5 The Shortlisted Tenderer shall satisfy the Government as to the reasonableness of changes to the works schedule and of the extra costs or savings resulting from the variations.
- 34.6 Upon the Government being satisfied regarding the reasonableness of any extensions to the works schedule by the variation, the Government shall grant its acceptance in respect of such changes, and inform the Shortlisted Tenderer accordingly in writing.

35. BREACHES NOT TO BE WAIVED

- 35.1 No waiver of any breach of the Pilot Trial Contract shall be deemed to be waiver of any other or of any subsequent breach.
- 35.2 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 the Pilot Trial Contract, at law or in equity, or arises from any breach by any of the other Parties of the Pilot Trial Contract, (a) be deemed to be or be construed as a waiver or variation thereof, or of any other such right, power, privilege, claim or remedy, in respect of the particular circumstances in question, or (b) 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.
- 35.3 Any waiver granted under the Pilot Trial Contract must be in writing and may be given subject to conditions. Such waiver under the Pilot Trial Contract shall be effective only in the instance and for the purpose for which it is given.

36. TERMINATION OF CONTRACT

- 36.1 If at any time the Shortlisted Tenderer is in breach of any of the terms or conditions under the Pilot Trial Contract (not being a breach covered by Clause 36.2, the Shortlisted Tenderer shall have thirty (30) days to effect a remedy or show to the Government's satisfaction the cause of the breach of its obligations and the Shortlisted Tenderer's intended remedy, in which case, the Shortlisted Tenderer shall have such period, if any, as is authorised in writing by the Government to effect the remedy.
- 36.2 If any of the following events occur, the Government shall be entitled to terminate the Pilot Trial Contract with immediate effect by written notice to the Shortlisted Tenderer, and the Shortlisted Tenderer shall have no claim for any damages or compensation:
- (a) the Shortlisted Tenderer fails to conduct the Pilot Trial in accordance with Clause 16;
 - (b) the Shortlisted Tenderer becomes insolvent;

- (c) where the Shortlisted Tenderer is a company, a receiver or liquidator is appointed over any undertaking or property of the Shortlisted Tenderer or an order is made or a resolution is passed for the winding-up or dissolution without winding-up (other than for the purpose of reconstruction or amalgamation);
 - (d) where the Shortlisted Tenderer is a partnership, the Shortlisted Tenderer is dissolved or has a bankruptcy order made against it;
 - (e) where the Shortlisted Tenderer is an individual, the Shortlisted Tenderer becomes bankrupt or dies;
 - (f) legal proceedings alleging insolvency are brought against the Shortlisted Tenderer;
 - (g) the Shortlisted Tenderer enters into any composition or arrangements with creditors;
 - (h) the Shortlisted Tenderer is debarred from participating in public sector tenders;
 - (i) the Shortlisted Tenderer suffers a change in control; or
 - (j) [any action is contemplated or any legal proceedings are commenced against the Shortlisted Tenderer alleging infringement of IP rights]¹.
- 36.3 In addition to the rights set out in Clause 36.1 and Clause 36.2, the Government may at any time upon giving notice in writing to the Shortlisted Tenderer of its intention to do so, terminate the Pilot Trial Contract or any part or further part thereof from the date specified in the notice, and upon such notice being given, the Shortlisted Tenderer shall cease or reduce work according to the tenor of the notice and shall forthwith do everything possible to mitigate losses consequent thereto.
- 36.4 If a notice under Clause 36.3 is given, the Shortlisted Tenderer may submit a claim for compensation subject to Clause 36.5. The compensation shall not exceed the total of the cost incurred by the Shortlisted Tenderer in the performance of the Pilot Trial 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 the Government's termination.
- 36.5 The aforesaid compensation shall not be greater than a sum which in addition to any sums paid or due or becoming due to the Shortlisted Tenderer under the Pilot Trial Contract would together exceed the Pilot Trial Price.
- 36.6 Direct costs under Clause 36.4 shall be determined in agreement with an independent and mutually agreeable public accountant. The Government shall pay the Shortlisted Tenderer the aforesaid compensation within sixty (60) days following submission of such total cost to the Government and verified by an independent public accountant.

¹ This clause is optional. To consider including if Clause 19 (Ownership of Intellectual Property) or **Error! Reference source not found.** (Patent, Copyright and Other Indemnification) is included.

36.7 If the Pilot Trial Contract is terminated, the following shall apply:

- (a) termination shall be without prejudice to any rights and obligations of either Party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination; and
- (b) in the event of a termination pursuant to Clause 36.1 or 36.2, the Shortlisted Tenderer shall forthwith refund to the Government all amounts paid to the Shortlisted Tenderer under the Pilot Trial Contract.

36.8 No termination of the Pilot Trial Contract, whether pursuant to this Clause or otherwise, shall affect any right of the Government to use any software.

37. CONCLUSION OR TERMINATION OF PILOT TRIAL

37.1 Upon the conclusion or termination of the Pilot Trial, the Shortlisted Tenderer shall, at its expense, within fourteen (14) days:

- (a) if Hardware has been installed at the Site, remove the Hardware;
- (b) if no Hardware was provided by the Shortlisted Tenderer for the conduct of the Pilot Trial, uninstall the Software on the hardware at the Site; and
- (c) remove the Solution, all Hardware, Software, documentation, equipment, spare parts, materials and other items from the Site.

37.2 The Shortlisted Tenderer shall provide all tools and equipment which are necessary to carry out its obligations under Clause 37.1. The Shortlisted Tenderer shall make its own arrangements regarding transportation of the Solution, Hardware, Software, documentation, equipment, spare parts, materials and other items from the Site and shall bear all expenses arising therefrom.

38. SECURITY

38.1 The Shortlisted Tenderer shall fully comply with any written instructions on information security matters (including IT Security Best Practices) that may be issued by the Government.

38.2 The Shortlisted Tenderer is required to maintain strict confidentiality and ensure that all information pertaining to the Site and the Government's work environment must not be disclosed to anyone except the Representative and the Shortlisted Tenderer's employees, agents and Subcontractors directly involved with the Pilot Trial Contract. The Shortlisted Tenderer 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 the Pilot Trial Contract. This clause shall be without prejudice to the provisions of Clause 26.

38.3 The Shortlisted Tenderer, its agents or Subcontractors, shall not, without the prior written permission of the Government, bring any visitor to any location or site on which the Shortlisted Tenderer is providing the goods or services under the Pilot Trial Contract.

39. CORRESPONDENCE

39.1 Any notice, request, waiver, consent or approval shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand or by prepaid registered post, facsimile, telegram or telex to the Party to which it is required or permitted to be given and made at such Party's address specified in the Pilot Trial Contract.

40. CUMULATIVE REMEDIES

40.1 The rights and remedies of the parties under the Pilot Trial 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 the Pilot Trial Contract shall operate so as to hinder or prevent the exercise by it of any other such right or remedy under the Pilot Trial Contract, or any other right existing at law or in equity.

41. CLAIMS FOR EXTRA WORK

41.1 The Government shall not be liable for any claims for any extra work performed or to be performed falling outside the scope of the Pilot Trial Contract ("Extra Work") regardless whether the Extra Work is initiated at the request of the Government or not UNLESS all the following conditions are fully complied with:

- (a) all claims must be submitted in writing before the performance of any Extra Works;
- (b) in submitting any claim under Clause 41.1(a), the Shortlisted Tenderer shall include the price of the Extra Work and the detailed scope of the Extra Work; and
- (c) the Government agrees in writing for the Extra Work to be carried out and to the payment of the claim.

41.2 The Shortlisted Tenderer agrees that it is only entitled to claims for any Extra Work provided all the conditions in Clause 41.1 are fully complied with. The Shortlisted Tenderer further agrees that it shall not be entitled to additional payments whether under the Pilot Trial Contract, restitution, quasi-contract or equitable grounds if all conditions in Clause 41.1 are not fully complied with.

42. MEDIATION CLAUSE

- 42.1 Notwithstanding anything in this Pilot Trial Contract, in the event of any dispute, claim, question or disagreement arising out of or in relation to this Pilot Trial 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 Centre. The Parties shall be deemed to have made reasonable efforts if they have gone through at least one mediation session at the Singapore Mediation Centre.
- 42.2 A Party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process or shall be deemed to be in breach of contract.
- 42.3 The mediation session is to commence no later than ninety (90) calendar days from the date of the written notice of mediation failing which either Party may commence any other form of dispute resolution.
- 42.4 A failure to comply with Clauses 42.1 or 42.2 shall be deemed to be a breach of contract.

43. CONTRACTS (RIGHTS OF THIRD PARTIES)

- 43.1 The Pilot Trial 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.

44. GOVERNMENT ELECTRONIC BUSINESS (GEBIZ)

- 44.1 Where the Pilot Trial Contract specifies that Parties shall transact with each other through GeBIZ, the Shortlisted Tenderer shall sign up as a GeBIZ Trading Partner within seven (7) days from the date of receipt of the Letter of Award for Pilot Trial, if the Shortlisted Tenderer is not already a GeBIZ Trading Partner. The terms and conditions of the GeBIZ Agreement (set out at www.gebiz.gov.sg or such other place as may be specified by the Government from time to time) shall be incorporated into and be deemed to be an integral part of the Pilot Trial Contract. Nothing in the Pilot Trial Contract shall affect the Government's right to operate, maintain and/or modify the GeBIZ Solution, amend the GeBIZ Agreement from time to time or terminate the GeBIZ Agreement in accordance with the terms and conditions of the GeBIZ Agreement.

45. CONSORTIUM

- 45.1 In the Pilot Trial Contract, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.
- 45.2 Each member of the Consortium shall be jointly and severally responsible to the Government for the due performance of the Pilot Trial Contract.
- 45.3 Any introduction of, or changes to, Consortium membership must be approved in writing by the Government.

- 45.4 Should additional member(s) be added to the Consortium at any time with the approval of the Government, he or they shall be deemed to be included in the expression “the Shortlisted Tenderer”.
- 45.5 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:
- (a) the Pilot Trial Contract shall continue and not be dissolved, and
 - (b) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Pilot Trial Contract.

46. OWNERSHIP OF DOCUMENTATION AND DISPOSAL OF DOCUMENTATION UPON TERMINATION OF CONTRACT OR COMPLETION OF CONTRACT

- 46.1 The Government shall own all the documentation generated for the purpose of the Pilot Trial Contract.
- 46.2 The Shortlisted Tenderer shall, and shall procure that his servants, employees, agents and Subcontractors shall, within seven (7) days upon the termination of the Pilot Trial Contract or upon the completion of the Pilot Trial Contract return to the Representative all property, documents, papers and copies of thereof:
- (a) belonging to the Government;
 - (b) received from the Government for the purpose of the Pilot Trial Contract; or
 - (c) produced in the course of the Pilot Trial 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.

- 46.3 Upon completion of the obligation under Clause 46.2, the Shortlisted Tenderer shall, and shall procure that his employees, servants, agents and/or Subcontractors shall, if required by the Government to do so, sign the Declaration in the form set out in **Schedule 5**.

SCHEDULE 1
PILOT TRIAL PRICE

The Pilot Trial Price shall be paid as follows:

MILESTONE	% of Pilot Trial Price	Amount Disbursed (SGD)
Upon receipt of Letter of Award for Pilot Trial	30	15,000
Completion of Pilot Trial	70	35,000
	Total Pilot Trial Price	50,000

FORM OF AGREEMENT FOR PILOT TRIAL

SCHEDULE 2**FORM OF AGREEMENT FOR PILOT TRIAL**

THIS AGREEMENT is made on the _____ day of _____ BETWEEN the Government of the Republic of Singapore (hereinafter called “the Government”) of the one part and _____² (name of Tenderer) (hereinafter called “the Shortlisted Tenderer”) of the other part.

WHEREAS the Government requires a Solution (the “Solution”) to be supplied for the _____ (name of ministry), and the Shortlisted Tenderer has offered to supply the Solution, and the Government would like the Shortlisted Tenderer to conduct a pilot trial of the Solution to determine if the Solution meets the Government’s requirements as set out in the OBP Specifications.

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 of Pilot Trial hereinafter referred to.
2. The following documents shall be deemed to form and be read and construct as part of this Agreement:
 - (a) Shortlisted Tenderer’s Proposal including subsequent correspondence (if any) amplifying or amending the Shortlisted Tenderer’s Proposal
 - (b) Instructions to Tenderers
 - (c) Conditions of Contract for Pilot Trial
 - (d) OBP Specifications
 - (e) Letter of Award for Pilot Trial
3. In consideration of the payments to be made by the Government to the Shortlisted Tenderer as hereinafter mentioned, the Shortlisted Tenderer hereby agrees to conduct the Pilot Trial in conformity in all respects with the provisions of the Pilot Trial Contract.
4. The Government hereby agrees to pay to the Shortlisted Tenderer in consideration for the conduct of the Pilot Trial in conformity with the provisions of the Pilot Trial Contract.
5. This Contract is entered into solely for conduct of the Pilot Trial, and nothing in this Contract shall be construed as obliging the Government to grant to the Shortlisted Tenderer a Letter of Final Award.

² If the Proposal is submitted by a consortium, each member of the consortium shall be listed. The Proposal shall be submitted by the Lead Member on behalf of all members of the consortium, it should read “... one part and (Name of Lead Member), acting for and on behalf of (Name of 1st Member) , (Name of 2nd Member) and (etc – List out Names of remaining Members) (“Tenderer”) of the other part.”

FORM OF AGREEMENT FOR PILOT TRIAL

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

Signed by : (name of Permanent Secretary)
(Signature)

PERMANENT SECRETARY
(name of ministry)
for and on behalf of the
GOVERNMENT OF THE REPUBLIC
OF SINGAPORE in the presence
of :

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

Designation : (Title)
(Name of Ministry)

Signed by : (name of Tenderer's MD)³
(Signature)

MANAGING DIRECTOR
for and on behalf of
(name of company)
in the presence of :

Name : (name of witness)
(Signature of witness)

Designation : General Manager

³ The Proposal shall be submitted by the Lead Member on behalf of all members of the consortium. The Lead Member's authorised signature must be provided.

SCHEDULE 3

INTENTIONALLY LEFT BLANK

 UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION

SCHEDULE 4
UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION
OUTCOME-BASED PROCUREMENT NO:

1. My attention has been drawn to the *Official Secrets Act* (Chapter 213, Revised Edition 2012) and in particular to Section 5 thereof which related to the safeguarding of official information.
2. I understand and agree that all official information acquired by me in the course of my work in connection with this project (insert the brief description) is of a strictly secret and confidential nature, and is not to be published or communicated by me to any other person in any form whatsoever except in the course of my official duties on a strictly “need-to-know” basis.
3. I shall ensure that any other person who is authorised by me to have access to any official information shall similarly sign an undertaking to safeguard official information.
4. I undertake to return any document received from the Government of Singapore, any other copies made or reproduced from such document or part thereof whenever required by the Government.
5. 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

 Full Name in BLOCKS

 NRIC/Passport No

 Designation

 Name of Company

 Date

 Signature of Witness

 Full Name in BLOCKS

 NRIC No

Address: _____

Date: _____

SCHEDULE 5

DECLARATION

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 have pursuant to Clause 46.2 of the Pilot Trial Contract:
 - (a) returned all property, documents and copies thereof belonging to the Government, received from the Government for the purpose of the pilot Trial Contract or produced in the course of the Pilot Trial Contract; and
 - (b) securely destroyed and erased all soft copies of documentation that exist in hard disks, removable storage media and other storage media or facility whatsoever.

3 I understand and agree that any breach or neglect of my obligation under Clause 46.2 of the Pilot Trial Contract may render me liable to prosecution under the Official Secrets Act.

<p>..... (Signature)</p> <p>..... (Designation)</p> <p>..... (Date)</p>	<p>..... (Full name in BLOCKS and NRIC)</p> <p>..... (Name of Company)</p>
<p>..... (Signature of WITNESS)</p> <p>..... (Date)</p>	<p>..... (Full name in BLOCKS and NRIC)</p>