

**PART 1 - SECTION B**  
**CONDITIONS OF CONTRACT**

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**SCHEDULE**

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## 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:

**“Acceptance Date”** means the date on which the PLN is accepted by IMDA pursuant to **Clause 24.6**.

**“Acceptance Tests”** means the tests to be conducted for the purposes of commissioning the PLN pursuant to **Clause 22**.

**“Administrator”** means the person or team appointed by IMDA to administer the Programme.

**“API”** means Application Programming Interface.

**“CCTV”** means closed-circuit television or video surveillance, being the use of video cameras to transmit a signal to a specific place, on a limited set of monitors.

**“Certificate of Work Completion” or “COWC”** means the document issued by the Supplier in accordance with **Clause 22.8.1A or 21.5**, certifying that a Locker Station is operating in accordance with the manufacturer’s published specifications and the Requirement Specifications.

**“Commissioning Date”** means the actual date of commissioning of the PLN, as determined in accordance with **Clause 22.8**.

**“Contract”** includes the Instructions to Tenderers, the Conditions of Contract, the Requirement Specifications, the Schedules, the Supplier's Tender, the Letter of Acceptance and any other documents agreed to by IMDA in writing, amplifying or modifying the said tender and proposals.

**“Contract Price”** means the sum specified in the Supplier’s Tender for the supply, delivery, installation, testing and commissioning of the Hardware and System Software; and supply, delivery, installation and testing of the Locker Stations and for the performance of services under this Contract and where the sum tendered has been varied by written agreement of the Parties it shall refer to such varied sum.

**“CSP” or “Cloud Service Provider”** means a company that offers network services, infrastructure, or business applications in the cloud.

**“Emergency” or “Emergencies”** refers to any event at the Locker Stations and/or within the Parcel Locker Network that poses a threat to or may cause

injuries to Users or passers-by or may result in damage to properties. These events could include bomb threats, chemical contamination and Force Majeure events.

**“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 country(ies) where such goods and/or services are available, for the maintenance of the Hardware, System Software 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 IMDA, whose engagement cost shall be borne equally by IMDA and the Supplier.

**“Government”** means Government of the Republic of Singapore as a whole including all its Ministries, government departments and Organs of State, but does not include any Statutory Board.

**“Hardware”** means all Locker Modules, Locker Equipment, other peripherals and ancillary equipment together with all cabling required for PLN, proposed by the Supplier as being capable of meeting or exceeding the requirements as set out in **Part 2** and shall include such other equipment as may be agreed in writing between the Parties to be supplied by the Supplier.

**“Hardware and System Software Performance Tests”** means the tests to be conducted pursuant to **Clause 22.6** on the first three Locker Stations installed at the Sites, and the System Software, for the commissioning of the PLN.

**“Hardware Installation Date”** means the actual date of the installation of the first three Locker Stations installed at the Sites for the commissioning of the PLN, as determined in accordance with **Clause 22.4.6**.

**“Hardware Installation Tests”** means the tests to be conducted on the first three Locker Stations installed at the Sites for the commissioning of the PLN pursuant to **Clause 22.4**.

**“Hardware Warranty Commencement Date”**, in respect of a Locker Station, means the date that the COWC for that particular Locker Station is signed off by IMDA.

**“Hardware Warranty Period”**, in respect of a Locker Station, means the period determined in accordance with **Clause 25.1**.

**“HDB”** means the Housing and Development Board, a body corporate established under the Housing and Development Act (Cap. 129).

“**IMDA**” or “**Authority**” means the Info-communications Media Development Authority, a body corporate established under the Info-communications Media Development Authority Act No. 22 of 2016.

“**Implementation Plan**” means the Implementation Plan referred to in **Clause 12.4**.

“**Installation Works**” means the installation works referred to in **Clause A.8.28 of Part 2, Section B**.

“**InterOp**” or “**Interoperability Platform**” refers to the information exchange platform developed and owned by IMDA to facilitate open access of heterogenous locker network managed by different operators

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

“**IP Address**” means a unique string of numbers separated by full stops that identifies each computer using the Internet Protocol to communicate over a network.

“**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, Instructions to Tenderers, Conditions of Contract, Conditions of System Software & Hardware Support and Maintenance, Requirement Specifications, Evaluation Criteria and any other documents and forms enclosed.

“**Letter of Acceptance**” means the letter issued by IMDA accepting the Supplier's Tender.

“**Locker Compartment**” means the individual lockable compartment for parcel deposit and retrieval as specified in **Clause A.3 of Part 2, Section B**.

“**Locker Equipment**” means the equipment installed at the Locker Station for the purpose of operating the Locker Station as specified in **Clause A.4 of Part 2, Section B**.

“**LMS**” or “**Locker Management System**” means the locker management system managing the operations and functionalities of the Locker Stations.

“**Locker Module**” means the group of Locker Compartments grouped into a single column as specified in **Clause A.2 of Part 2, Section B**.

“**Locker Station**” means the suite of Locker Modules, including the Locker

Equipment, Station Software, other peripherals and ancillary equipment required for PLN to function according to Requirement Specifications.

**“Locker Station Installation Tests”** means the tests to be conducted on the particular Locker Station pursuant to **Clause 21.4**.

**“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.

**“LTA”** means to the Land Transport Authority of Singapore, a statutory board established under the laws of Singapore, pursuant to the Land Transport Authority of Singapore Act (Cap. 158A).

**“Maintenance Contract”** means the contract entered into pursuant to **Clause 27 of Part 1, Section B**.

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

**“Other Software”** means all software, excluding LMS and Station Software, proposed by the Supplier as being capable of meeting or exceeding the requirements in the Requirement Specifications.

**“PA”** refers to The People’s Association, a statutory board established on 1 Jul 1960 under the People’s Association Act to promote racial harmony and social cohesion in Singapore.

**“Parcel Locker Network” or “PLN”** means at any given point in time after the Commissioning Date, all the Locker Stations for which COWC is issued by the Supplier and accepted by IMDA and the LMS and Other Software supplied at relevant Sites.

**“Part”** means any part of the Invitation to Tender.

**“Partners”** means Government Agencies, and other organisations, appointed by Government Agencies, to work together with IMDA for the purposes of implementing the Programme.

**“Party”** means either IMDA or the Supplier and **“Parties”** means both IMDA and the Supplier.

**“Performance Guarantee Period” or “PGP”** means the period referred to in **Clause 24**.

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

“**Priority 1 issue**” means the meaning given in **Clause 4.6 of Part 2, Section D**.

“**Priority 2 issue**” means the meaning given in **Clause 4.6 of Part 2, Section D**.

“**Priority 3 issue**” means the meaning given in **Clause 4.6 of Part 2, Section D**.

“**Programme**” means the Nationwide Parcel Locker Network Programme as set out in **Clause 3.1 of Part 2, Section A**.

“**Project Manager**” means the person designated by the Supplier pursuant to **Clause 12.3.1**.

“**PTO**” means the public transport operators, such as SBS Transit Ltd, SMRT Corporation Ltd, Tower and Go Ahead Transit, appointed by LTA to run the public transport nodes, ie MRT stations and bus interchanges.

“**Purchase Order**” means an order issued by IMDA, making reference to the Contract, to purchase any of the goods and services set out in the Supplier’s Tender.

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

“**Requirement Specifications**” or “**Requirements**” means:

- (a) the specifications issued by IMDA to the Supplier for the purpose of inviting the Supplier to submit its Tender for the supply, delivery, installation, testing and commissioning of a fully operational PLN including the specifications for standards of products and services to be required for the PLN, as set out in **Part 2**; and
- (b) other amendments or specifications as may be mutually agreed in writing between the Parties.

“**Security Agencies**” means the security agencies responsible for the security and safety of Singapore, including Ministry of Defence, Ministry of Home Affairs, SPF, and Singapore Civil Defence Force.

“**Serviceable**” means the replacement and servicing of defective or damage parts

of the Hardware and/or rectification of System Software will restore the PLN to operate as per the Requirements in **Part 2**.

“**Services**” means all the works, services and maintenance specified in the Requirement Specifications to be performed by the Supplier pursuant to the Contract issued by IMDA; subject to the extent of the Services accepted under the Letter of Acceptance.

“**Service Life**” means a minimum lifespan of six (6) years from the expiry of the Hardware Warranty Period in respect of the Hardware of a particular Locker Station and the System Software Warranty Period in respect of the System Software.

“**Site**” means the locations where the various parts of the Hardware and System Software are to be installed as stated in the Requirement Specifications or as otherwise directed by IMDA.

“**Site Preparation Works**” has the meaning given in **Clause A.8.8 of Part 2, Section B**.

“**Station Software**” means the Terminal Software and all software installed at each Locker Station as specified in **Clause A.5 of Part 2, Section B**.

“**Statutory Board**” means a body corporate established or constituted for a public purpose by an Act of Parliament or by a process made available under an Act of Parliament. For avoidance of doubt, statutory boards are not included in any reference to “Government”.

“**Stipulated Commissioning Date**” means the milestone date the IMDA has stipulated in the Implementation Plan (as prescribed in **Schedule 2** of Part 1, Section B) as to when the commissioning of the PLN is to take place.

“**Stipulated Hardware Installation Date**” means the milestone date the IMDA has stipulated in the Implementation Plan (as prescribed in **Schedule 2** of Part 1, Section B) as to when the installation of the first three Locker Stations for commissioning is to take place.

“**Stipulated Locker Station Installation Date**” means the milestone dates that IMDA has stipulated in the Implementation Plan (as prescribed in **Schedule 2** of Part 1, Section B) as to the installation of a particular Locker Station.

“**Stipulated Prototype Sign-Off Date**” means the milestone date that IMDA has stipulated in the Implementation Plan (as prescribed in **Schedule 2** of Part 1, Section B) as to the testing of the prototype as prescribed in **Clause 16A** of Part 1, Section B)

**“Stipulated System Software Installation Date”** means the milestone date that IMDA has stipulated in the Implementation Plan (as prescribed in **Schedule 2** of Part 1, Section B) as to the installation of the System Software at relevant Sites for commissioning.

**“Subcontractor”** means any person, firm or company furnishing goods and services, IP Rights or Technical Information directly to the Supplier or indirectly to the Supplier through one or more persons, firms or companies. It includes any person, firm or company engaged by the Supplier 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.

**“Supplier”** means the person, firm or company whose Tender Offer has been accepted by IMDA for this project. It includes the Supplier's duly appointed representatives, successors and permitted assignees and where the context so admits shall include the Supplier's employees, agents and Subcontractors.

**“Support Hours”** means 9.00am to 5.00pm Singapore Time on daily basis unless otherwise mutually agreed upon by IMDA and the Supplier.

**“Support Staff”** means the person or team appointed by IMDA to support the operations of the Programme.

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

**“System Software Installation Date”** means the date referred to in **Clause 22.5.1**.

**“System Software Warranty Period”** shall have the meaning given to it in **Clause 25.1A**.

**“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.

**“Tender Offer”** means the offer submitted by the Tenderer to provide the Hardware, System Software and Services to IMDA in response to this Invitation to Tender and other documents submitted by the Tenderer and accepted in writing by IMDA as modifying such offer submitted by the Tenderer.

**“Terminal Software”** means the software managing the user interface at the Locker Station.

**“Use Cases”** means the use cases as set out in **Clause A.9.5 of Part 2, Section B**.

**“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.
- 1.6 In the Contract, “month” means calendar month and “day” means calendar day.

## **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 subclauses if any, under that same clause number (E.g. a reference to Clause 23 refers to Clause 23.1 to 23.5 inclusive of all their respective subclauses if any. A reference to Clause 22.4 refers to Clause 22.4.1 to 22.4.6 inclusive of all their

respective subclause 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 SUPPLIER**

3.1 The Supplier hereby agrees to:-

- (a) supply the Hardware and System Software necessary to meet the Service Life and the Requirement Specifications as set out in **Part 2** to IMDA free from all encumbrances;
- (b) prepare the Sites for Locker Station, LMS and Other Software installations;
- (c) deliver and install the Locker Stations at the Sites in accordance to the Stipulated Locker Station Installation Dates as set out in **Schedule 2** of Part 1, Section B, or such other dates as may otherwise be mutually agreed in writing between the Parties;
- (d) deliver and install the System Software at the Sites in accordance with **Clause 22.5**;
- (e) provide three (3) Locker Stations, LMS and Other Software ready for Acceptance Tests for the commissioning of the PLN by the Stipulated Commissioning Date;
- (f) provide the documentation in accordance with **Clause 31**;
- (g) provide training in accordance with **Clause 28**;
- (h) provide maintenance for the Hardware commencing from the installation of the Hardware until the end of the Hardware Warranty Period;
- (i) provide maintenance for the System Software commencing from the installation of the System Software until the end of the System Software Warranty Period;

- (j) provide all other services specified by this Contract, upon the terms and conditions hereinafter contained.
- 3.2
- (a) The Supplier shall grant, obtain a grant, or transfer to IMDA as the case may be, an irrevocable, non-exclusive, non-transferable right to use the System Software, related operating manuals and documentation for the PLN 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 PLN is vested in a third party, the Supplier agrees there shall be no additional fees, costs or conditions in respect of IMDA's right to use the System Software save as provided for in this Contract.
  - (c) IMDA may require the supplier to arrange for the source code of the System Software currently in use in PLN to be held in escrow, for the duration of the Service Life with effect from Acceptance Date, to be released to IMDA for the purpose of continuation of the PLN operation in the case that the Supplier becomes insolvent and/or upon termination of Contract.
    - (i) The escrow agreement shall be put in place after the Acceptance Date of the PLN and the agreement shall come with verification services that includes media check, deposit review, compile test and full usability test/independent build verification.
    - (ii) After the initial escrow deposit verification, the deposit shall be updated as decided by IMDA should any of the following occurs:
      - a) a new version of any of the System Software is installed in the PLN; or
      - b) a new software is installed in the PLN; or
      - c) a bug fix for any of the System Software installed in the PLN;
- 3.3 The Supplier shall designate a common service location for IMDA 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 Supplier declares that the use or operation of any part of the PLN 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 Supplier or a third party to restore to full use and operation.

#### **4 TERMS OF PAYMENT**

- 4.1 Subject to the provisions of this Contract, IMDA shall pay to the Supplier the Contract Price in the manner prescribed in **Schedule 1** of Part 1, Section B.
- 4.2 The Supplier shall submit such invoices or other documents in accordance with such means and in such format as may be specified by the Representative for the purposes of making payment.
- 4.3 IMDA 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 IMDA by the Supplier under this Contract. IMDA shall reimburse the Supplier for any such GST payable under this Contract.

#### **5 TAXES AND DUTIES**

- 5.1 Excluding Goods and Services Tax, other duties and/or taxes, if any, imposed by the Government of Singapore and/or elsewhere on any item of the Hardware and System Software shall be borne by the Supplier.

#### **6 TIME FOR PERFORMANCE**

- 6.1 Time shall be of the essence in this Contract and the Supplier undertakes to supply, deliver, install 3 Locker Stations, LMS and Other Software ready for Acceptance Tests for the commissioning of the PLN by the Stipulated Commissioning Date which date is prescribed in **Schedule 2** of Part 1, Section B.
- 6.2 In addition to commissioning of the PLN, the Supplier undertakes to supply, deliver, install and test the Locker Stations by no later than the Stipulated Locker Station Installation Dates as set out in **Schedule 2** of Part 1, Section B.

#### **7 IMDA’S OBLIGATIONS**

- 7.1 IMDA shall not employ any of the Supplier’s staff connected with the project

within a year after the completion of the System Software Warranty Period.

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

## **8 SUPPLIER'S OBLIGATIONS**

- 8.1 The Supplier shall with due care and diligence:
- (a) carry out its obligations to IMDA under this Contract;
  - (b) ensure that the PLN meets the requirements as set out in the Requirement Specifications;
  - (c) provide all System Software necessary for the operation of the PLN 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 Supplier warrants that all Hardware supplied to IMDA shall be of new manufacture (i.e. not second-hand, re-conditioned, or used items).
- 8.3 The Supplier and its Subcontractors shall not employ any of the IMDA's staff connected with the project within one year after the completion of this Contract or termination of this Contract (whichever is earlier).
- 8.4 If the Supplier delays progress on any part of this Contract, for any reason not attributable to IMDA, and thereby reduces any scheduled duration of activities to be carried out by IMDA under this Contract, IMDA shall be entitled to a corresponding time extension for completion of such activities at no additional cost to IMDA, and without prejudice to the Supplier's obligation to complete the Contract in accordance with the Implementation Plan.
- 8.5 In the performance of this Contract, the Supplier 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 Supplier ensure the PLN to be free from defects including defects arising out of faulty design, inferior materials, faulty and inferior workmanship. The PLN shall be of high quality and fit for the purposes for which it is intended as set out in the Requirement Specifications.

## **9 RESPONSIBILITY FOR THE PARCEL LOCKER NETWORK**

- 9.1 The Supplier shall ensure that the PLN will provide the facilities, functions and performance standards set out in the Requirement Specifications. If modifications or changes are necessary for the PLN to meet the requirements as stated in the Requirement Specifications and the provisions of the Contract, the Supplier shall bear all additional costs involved in modifying or changing the PLN to satisfy these requirements.
- 9.2 The Supplier shall forthwith inform and provide IMDA at no cost whatsoever technical information on new product developments and improvements which may be applicable to the PLN when such technical information becomes available to the Supplier.
- 9.3 The Requirement Specifications which set out the facilities and functions to be provided by the PLN allow the Supplier to choose the manner in which the facilities will be achieved by the selection of hardware or 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, IMDA reserves the right to issue written clarifications on the Requirement Specifications to set out IMDA's requirements more precisely, and the Supplier shall comply with such clarifications and/or the revised Requirement Specifications (as the case may be).
- 9.4 The Supplier shall be deemed to be fully informed of IMDA's requirements by the Requirement Specifications and it shall be the Supplier's duty to clarify before submission of his Tender any inadequacies or insufficiencies in the Requirement Specifications having regard to the objective of IMDA's purchase of the PLN.
- 9.5 In the event that the PLN supplied by the Supplier is inadequate to meet the requirement as stated in the Requirement Specifications and the provisions of this Contract, the Supplier shall at its own expense, provide all additional items of equipment and software which are necessary for the PLN to meet such requirements. Any changes hereunder must be agreed to by IMDA in writing.
- 9.6 All equipment and software supplied pursuant to **Clause 9.5** shall on acceptance by IMDA become the property of IMDA and shall be subjected to the same warranty and maintenance by the Supplier as the Hardware and/or System

Software at no additional cost to IMDA.

- 9.7 Any additional cost incurred in connection with Site preparation, including but not limited to the provision of additional power supply and Site Preparation Works, caused by the additional items of equipment or software supplied pursuant to **Clause 9.5** shall be at the Supplier's expense.

## **10 MODIFICATION OF PARCEL LOCKER NETWORK**

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

## **11 SECURITY DEPOSIT**

- 11.1 Within thirty (30) calendar days commencing from the date of issue of the Letter of Acceptance, the Supplier shall lodge with IMDA, a Security Deposit of five (5) per cent (%) of the Contract Price for the due, faithful and complete performance of this Contract and the observance by the Supplier of all stipulations, terms, conditions and obligations on its part to be observed or performed.
- 11.2 The Security Deposit shall be in the form of an unconditional Banker's Guarantee or Insurance Bond (as prescribed in **Schedule 4**) from a bank or insurance company established in the Republic of Singapore and duly approved by IMDA. In lieu of cash, if the Security Deposit does not exceed S\$300,000, it may also take the form of a performance bond issued by a licensed finance company registered with the Monetary Authority of Singapore. The cost of obtaining such a Banker's Guarantee, Insurance Bond or Performance Bond shall be borne by the Supplier.
- 11.3 In the event that this Contract is unlikely to be completed before the expiry date of the Banker's Guarantee, Insurance Bond or Performance Bond, the Supplier shall without demand, secure a renewal thereof or obtain a new Banker's Guarantee, Insurance Bond or Performance Bond for the same amount and on the same terms as the expiring Banker's Guarantee, Insurance Bond or Performance Bond and deposit the same with IMDA. If such renewal or new

Banker's Guarantee, Insurance Bond or Performance Bond is not deposited with IMDA thirty (30) calendar days before the expiry date of the expiring Banker's Guarantee, Insurance Bond or Performance Bond, IMDA shall have the right to call upon the bank, insurance company or finance company to pay the sum stated therein.

- 11.4 In the event of any default or breach of any of the obligations by the Supplier under this Contract, IMDA may draw on the Security Deposit to satisfy any liquidated or other damages as may become due to IMDA under this Contract if IMDA has, prior to drawing on the Security Deposit, notified the Supplier in writing of the default or breach and given the Supplier a minimum of thirty (30) days to rectify or remedy the default or breach or (if the default or breach cannot be fully rectified or remedied) to pay damages to the amount specified in the notice and the Supplier has failed to comply fully with the notice.
- 11.5 IMDA may also utilize and make payment out of deductions from the Security Deposit in such other manners and for such other purposes, expressly allowed by the Contract.
- 11.6 IMDA shall be entitled to make a demand on the Banker's Guarantee, Insurance Bond or Performance Bond as soon as it is satisfied that the conditions for drawing on the Security Deposit has been fulfilled, notwithstanding that the Supplier disputes the same.
- 11.7 The Security Deposit, subject to such deduction as may be made therefrom by IMDA, shall be released, within sixty (60) calendar days from the expiry date of the Hardware Warranty Period of the last Locker Station installed.
- 11.8 IMDA's rights under this **Clause 11** shall be without prejudice to any other rights and remedies available to IMDA.

## **12 PROJECT MANAGEMENT**

### **12.1 IMDA's Representative**

IMDA shall appoint a person to supervise and liaise with the Supplier for the purpose of the Contract and such person may designate others to assist him in such matters.

### **12.2 Project Office**

The Supplier shall at its own expense establish a Project Office in Singapore to coordinate the performance of this Contract.

### 12.3 Project Manager and Other Personnel

- 12.3.1 The Supplier shall designate a Project Manager and the Project Manager shall be primarily responsible for directing and coordinating the supply, delivery and installation of the PLN and all work and services which are to be executed or provided by the Supplier 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 shall be deemed to be the Supplier's agent in all dealings with IMDA and all actions of the Project Manager shall be binding on the Supplier.
- 12.3.2 The Representative shall have direct access to the Project Manager at all times during the performance of this Contract and if the Project Manager is absent from Singapore for any duration, the Supplier shall designate another employee to perform his duties and functions.

### 12.4 Implementation Plan

- 12.4.1 Within fourteen (14) days from the issue of the Letter of Acceptance, the Supplier shall produce and maintain an Implementation Plan showing the time schedule and sequence of events necessary for the commissioning of the PLN including a delivery schedule for documentation and the respective dates for delivery, installation, commissioning of the PLN and completion of the PLN.
- 12.4.1A The Implementation Plan shall also include time schedule, sequence of events (including engagement plan with Partners) and resource planning necessary for the deployment of all Locker Stations after the Commissioning Date, including a delivery schedule for documentation and the respective dates for delivery, installation and testing of the Locker Stations.
- 12.4.2 The Implementation Plan shall, unless otherwise agreed by IMDA, conform with the work programme submitted by the Supplier in its tender and shall not reduce the time prescribed in **Schedule 2** of Part 1, Section B.
- 12.4.3 The Implementation Plan shall be updated at intervals of two (2) calendar weeks to show the expected and actual events and completion dates. The Implementation Plan shall be made available to the Representative for review. The Implementation Plan shall include activities to be carried out by IMDA and its Representative.
- 12.4.4 Unless and until an Implementation Plan is provided pursuant to **Clause 12.4**, the Supplier shall perform its obligations according to **Schedule 2** and for this purpose, a reference to this Contract to "Implementation Plan" shall be read as a reference to "Schedule 2".

## **12.5 Monthly Progress Reports & Meeting**

- 12.5.1 The Supplier shall deliver to the Representative written monthly progress and status reports in a format approved by the Representative. The submission and acceptance of these reports shall not in any way prejudice the rights of IMDA to make any claims against the Supplier.
- 12.5.2 The Supplier shall notify the Representative of any expected delay in the performance of this Contract. The Supplier shall refer immediately to the Representative any matter likely to impede the progress of the supply, delivery, installation and commissioning of the PLN. For avoidance of doubt, this requirement under this clause shall apply to all Locker Stations, regardless of whether they are supplied, delivered, installed and/or tested before or after the commissioning of the PLN.
- 12.5.3 The Representative may call progress meetings at regular intervals during which the Project Manager shall attend and report to the Representative on the progress of the supply, delivery and installation of the Hardware and System Software and providing them ready for use. The progress meetings shall be held at venues chosen by the Representative.

## **12.6 Attachment of IMDA Personnel**

- 12.6.1 The Supplier shall permit IMDA to attach such number of personnel for such duration with the Supplier's project organization as may be agreed between IMDA and the Supplier and shall ensure such personnel participate in developing the Hardware and System Software to the extent necessary for them to acquire the necessary skills required to support the PLN once it becomes operational. The Supplier shall facilitate and promote the transfer of know-how necessary or useful to the continued maintenance or enhancement of the PLN by IMDA's personnel.
- 12.6.2 The attached personnel shall come under the day-to-day management of the Supplier in so far as project task assignment and performance of the tasks are concerned. The Supplier shall report on the work done and performance of the attached personnel in the regular progress reports.
- 12.6.3 The attached personnel will have no authority in connection with the Contract and will not be concerned with the management of the project.
- 12.6.4 The Supplier shall provide the necessary training and allow reasonable access to all information for the attached personnel to perform their duties effectively.
- 12.6.5 IMDA and the Supplier shall each attempt to give the other Party at least one month's notice in writing for replacement of the attached personnel. Such staff

changes shall be minimized as far as possible. In the event of replacement of the Supplier's staff the Supplier shall provide the names and particulars of the replacement staff in writing to IMDA. Replacement staff shall not commence work on the project unless approval is given in writing by IMDA.

12.6.6 The attachment of personnel shall not diminish the responsibility of the Supplier to execute the Contract within the stipulated period.

12.6.7 The Supplier shall have no claim in respect of any delay in completing the Contract on account of replacement or the performance level of the attached personnel.

12.6.8 The Supplier shall have no claim in respect of any delay in completing the Contract if IMDA does not attach any of its staff to the project team.

## **12.7 Site Incident Reporting and Escalation**

12.7.1 The Supplier shall propose a framework governing the Site incident reporting, escalation, containment, mitigation/recovery and closure for the following situations:

- (a) Where the Supplier is the first responder: The Supplier shall develop a procedure to report the incident to IMDA (within the same day), provide containment, mitigation/recovery and closure reporting.
- (b) Where IMDA, Partners or any third party is the first responder: The Supplier shall develop a procedure to support IMDA on any Site incident investigation and possible provide containment, mitigation/recovery and closure reporting as necessary.

12.7.2 The framework and procedures are to be mutually agreed upon between IMDA and the Supplier.

## **13 SUPPLIER'S PERSONNEL**

13.1 The Supplier shall provide all necessary personnel with adequate skills for the performance of the Works.

13.1.1 The Supplier 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 Supplier to carry out any work or perform any services for the purposes of the Contract.

13.1.2 The Supplier shall provide the name and particulars required under **Clause 13.1.1** in the form required by the Representative.

- 13.2 If IMDA objects by notice in writing to any personnel assigned or designated by the Supplier or by any sub-contractor to carry out any work or perform services for the purposes of the Contract who, in the opinion of IMDA, has misconducted himself or is a security risk or is deemed unsuitable in any way, the Supplier shall remove such person immediately and furnish a suitable and adequate replacement at no additional expense to IMDA. In the event that IMDA had other reasons to believe that any personnel employed by the Supplier, or its sub-contractors or agents are unsatisfactory in any way, the Supplier and IMDA shall meet immediately in order to reach a mutually acceptable solution.
- 13.3 The Supplier undertakes not to change its personnel designated under **Clause 13.1** without the Representative's consent, whose consent shall not be unreasonably withheld. The Supplier shall not alter or reduce the quality of its personnel if this may adversely affect the progress or quality of the Works.
- 13.4 The Supplier shall not, without prior written permission from the Representative, bring any visitor to the Site.

## **14 TITLE AND RISK**

- 14.1 The Supplier shall be responsible for insuring the Hardware in accordance with **Clause 38.1**. The title to and risk in the Hardware and any part thereof shall pass to IMDA on the day the COWC for that particular Locker Station is signed off by IMDA.
- 14.1A The Supplier shall be responsible for insuring the System Software in accordance with **Clause 38.1**. The title to and risk in the System Software and any part thereof shall pass to IMDA on the Acceptance Date.
- 14.2 The Supplier warrants that upon payment on the instalment of the Contract Price due to the Supplier after the COWC for that particular Locker Station is signed off by IMDA, IMDA shall acquire good clear title to the Hardware free from all liens or encumbrances.
- 14.2A The Supplier warrants that upon payment on the instalment of the Contract Price due to the Supplier after the Acceptance Date, IMDA shall acquire good clear title to the System Software free from all liens or encumbrances.

## **15 SITE PREPARATION**

- 15.1 Within one month of the Letter of Acceptance the Supplier shall supply to IMDA such information and assistance as may be necessary to enable Supplier to

prepare the Sites for the installation of the Hardware and System Software, to provide environmental and operational conditions for the efficient working and maintenance of the PLN.

- 15.2 For this purpose the Supplier shall make available to IMDA free of charge the advice and service of professionals, including but not limited to Professional Engineer (PE), Workplace Safety and Health Officer (WSHO), Licensed Electrical Worker (LEW).
- 15.3 The Supplier shall at its own expense prepare the Site and provide such environmental and operational conditions prior to delivery.

## **16 INFORMATION AND ACCESS**

- 16.1 IMDA undertakes to provide the Supplier promptly with any information which the Supplier may reasonably require from time to time to enable the Supplier to proceed expeditiously with the performance of his obligations under the Contract.
- 16.2 IMDA shall, for the purposes of the Contract, work with Partners to afford to the authorized personnel of the Supplier 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 Hardware and System Software where possible.

## **16A PROTOTYPE TESTS**

- 16A.1 The Supplier shall work with IMDA to finalize the specifications of the Locker Stations, User Interface (Station Software and Terminal Software) and LMS for IMDA to sign off as per Stipulated Prototype Sign-Off Date. Within 7 days from completion of the requirements gathering, the Supplier shall provide to IMDA:
- i. engineering drawings of the Locker Station and different Locker Modules as part of the prototype specifications; and
  - ii. requirements specifications documentation of the Station Software.
- 16A.2 The Supplier shall develop a prototype of a Locker Station complete with Station Software in accordance to the finalized specifications and engineering drawing for prototype testing and Stipulated Prototype Sign-Off Date. The prototype shall comprise all five (5) different configurations of Locker Modules.
- 16A.3 The Supplier shall arrange for IMDA or any third party it appoints to test the

prototype at the Supplier's plant. In the event that IMDA is unable to test the prototype at the Supplier's plant, the Supplier shall arrange for the shipment of the prototype to Singapore for IMDA to test and confirm that the prototype has met the Requirements. The testing of the prototype, whether done at the Supplier's plant or in Singapore shall be completed in time for the Stipulated Prototype Sign-Off Date.

16A.4 The Supplier shall submit the prototype to testing to meet the Requirements by the Stipulated Prototype Sign-Off Date as set out in **Schedule 2** of Part 1, Section B.

16A.5 In the event that the prototype does not meet the Requirements of IMDA, IMDA may take the following action:

- i. Request for rectifications to the prototype to be completed within two (2) weeks, if there are minor changes to make the prototype compliant with the Requirements; or
- ii. Request for a second prototype, at the Supplier's cost, to be completed within four (4) weeks,

16A.6 Upon obtaining IMDA's sign off for the prototype, the Supplier shall proceed to fabricate at least a batch of three (3) Locker Stations for IMDA or its appointed third party to conduct Quality Assurance ("QA") testing for compliance to its Requirements at its plant. This batch of Locker Stations shall comprise all five (5) types of Locker Modules and powder coated to the colours and decorated with decal specified by IMDA. If QA testing cannot be conducted at the Supplier's plant, the 3 Locker Stations shall be shipped to Singapore for QA testing. The QA test, whether done at the Supplier's overseas plant or Supplier's office/warehouse in Singapore shall meet the schedule for the Acceptance Date as per Stipulated Prototype Sign-Off Date.

16A.7 The QA testing shall include the following:

- i. compliance of the powder coating and decal to the IMDA specified colour/design;
- ii. compliance of the Locker Compartments to the dimensions, as agreed with IMDA in the engineering drawing;
- iii. compliance of the Locker Module to the dimensions, as agreed with IMDA in the engineering drawing;
- iv. compliance of the sloping roof to the specifications;

- v. functionalities of the Locker Compartment mechanisms, including the door hinge, the lock set, the LED lighting inside the compartment, the LED lighting on the door and the presence sensors;
- vi. stability of individual Locker Module;
- vii. stability of the Locker Station when the Locker Module are combined together
- viii. functionalities of the Locker Equipment;
- ix. manual override mechanism during Emergencies;
- x. functionalities of the Station Software; and
- xi. functionalities of the Locker Station working together with the Station Software.

16A.8 Upon the sign-off of the QA test, the Supplier shall arrange for the three (3) Locker Stations to be shipped to Singapore, if it is not already in Singapore, for the Acceptance Tests.

16A.9 The Supplier shall obtain Professional Engineer (PE) certification on the finalized engineering specifications to be submitted to IMDA.

16A.10 After the sign-off of the QA test for the three (3) Locker Stations, the Supplier shall arrange for production and shipment of the subsequent batches of Locker Stations to Singapore.

16A.11 The Supplier shall be responsible for all costs from the Supplier's plant to the Sites, including packing, transport, warehousing storage and shipment, for installation.

## **17 PRE-DELIVERY CONDITION**

17.1 The Supplier shall warrant that upon its delivery, each item of the Hardware and System Software shall be in good working order and will conform to Supplier's official published specifications. Such specifications shall be made available upon request at no additional charge to IMDA.

## **18 PRE-DELIVERY TESTS**

18.1 Before delivery of the Hardware to IMDA, the Supplier shall submit the

Hardware to its standard works tests ('the Works Tests') with reference to the applicable Requirement Specifications. The Supplier shall promptly supply to IMDA on request copies of the specification of the Works Tests.

- 18.2 IMDA or its Representative may attend the Works Tests. The Supplier shall give IMDA at least seven (7) days' written notice of the date and time at which the Supplier proposes to carry out the Works Tests. In the event of any delay or failure by IMDA or its Representative in attending the Works Tests at such time, the Supplier reserves the right to proceed with the Works Tests which will then be deemed to have been carried out in the presence of IMDA and the results thereof accepted by IMDA.
- 18.3 Upon successful completion of the Works Test, the Supplier shall issue to IMDA a certificate that the Hardware has passed the same.

## **19 PACKING**

- 19.1 The Supplier shall ensure that all items of the Hardware and System Software shall be adequately packed and secured in such a manner as to withstand rough handling during transportation and to reach their destination in good condition.
- 19.2 The items must be protected from dust, moisture, climatic or any other factors from the time the items leave the place of manufacture until such time when the items are received by IMDA.
- 19.3 Any item that is found below standard or damaged owing to inadequate or improper packing shall be repaired or replaced by the Supplier without any charge to IMDA.
- 19.4 All replacement or repair shall be carried out by the Supplier within the time stipulated by IMDA immediately upon written notification by IMDA and prior to any insurance claim being completed.
- 19.5 The Supplier shall, at the request of IMDA, give full details on when the items are dispatched and the mode of carriage.

## **20 DELIVERY**

- 20.1 The Supplier shall schedule the delivery and installation events to meet the key milestones in accordance with **Schedule 2** of Part 1 Section B.
- 20.2 Without prejudice to the generality of **Clause 20.1** the Supplier shall make its own arrangements regarding import and export licenses, storage, insurance,

custom and import duties and all matters connected with transportation of the Hardware, System Software, documentation, equipment, spare parts, materials and other items from their points of origination to the Off-Loading Point.

- 20.3 The Supplier shall be responsible for moving the Hardware from the Off-Loading Point to the Site. If it is necessary for the Supplier 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.
- 20.4 The Supplier undertakes that the information with regard to the dimensions and weights of the various component parts of the Hardware given in his Tender are correct and any additional expense incurred by IMDA due to any incorrect information provided by the Supplier shall be borne by the Supplier.

## **21 INSTALLATION OF LOCKER STATIONS**

- 21.1 The Supplier shall install the Locker Stations at the Sites in accordance with the Implementation Plan.
- 21.1A The Supplier shall be responsible for the Site Preparation Works as set out in **Clause A.8.8 of Part 2 Section B**.
- 21.2 If in the reasonable opinion of the Supplier it is necessary to remove or otherwise disconnect any existing equipment at the Site in order to carry out the installation of the Hardware, the Supplier shall give the relevant Partner sufficient advance written notice to obtain all necessary permits to or consents for, such removal and/or disconnection and shall give the Partner all necessary assistance to enable such work to be carried out.
- 21.3 The Supplier shall provide all tools and equipment which are necessary for the installation of the Locker Station.
- 21.3A The first three Locker Stations installed at the Sites shall be subjected to the Acceptance Tests under Clause 22, and not the Locker Station Installation Tests under Clause 21.4 below.

### **21.4 Locker Station Installation Tests**

- 21.4.1 The Supplier shall conduct the Locker Station Installation Tests on a weekly basis, or at such other frequency as may otherwise be mutually agreed in writing between the Parties, after installing the Locker Stations (excluding the first three Locker Stations as provided under **Clause 21.3A** above). In the Locker Station Installation Tests, the Supplier shall submit the Locker Stations to

- (a) all the test procedures set out in the Requirement Specifications, if any,
- (b) all the manufacturers' standard test procedures
- (c) all the manufacturers' published specification
- (d) all the Locker Station Test Procedures proposed by the Supplier based on the Requirement Specifications using **Schedule 6A** of Part 1, Section B or otherwise specified by IMDA in the Contract

to ensure that the Locker Station and every part thereof is in full working order. The Supplier shall supply IMDA with copies of the manufacturers' standard test procedures and manufacturers' published specification before the conduct of the Locker Station Installation Tests. The Supplier shall give advance written notice of not less than 5 days to IMDA of the date of the Locker Station Installation Tests and IMDA shall have the right to attend the Locker Station Installation Tests on the said date.

21.4.2 The Supplier shall provide all reasonable facilities to enable the Locker Station Installation Tests to be carried out.

21.4.3 The Supplier shall also load data supplied by IMDA into the Locker Station and conduct tests to verify whether the data together with the Locker Station are operating in accordance with the manufacturers' published specification and the Requirement Specifications.

21.4.4 In the event the Supplier is unable to certify that the entire Locker Station has successfully passed the Locker Station Installation Tests or does not so certify within fourteen (14) days from the date when the Locker Station Installation Tests were first conducted, the Locker Station will be deemed to have failed the Locker Station Installation Tests.

21.4.5 If the Locker Station or any part thereof fail to pass the Locker Station Installation Tests then IMDA may, by written notice to the Supplier elect at its sole option:

- (a) to have the Locker Station Installation Tests repeated (without prejudice to its other rights and remedies) on the same terms and conditions and at no cost to IMDA within a reasonable time after such failure. Unless otherwise agreed in writing between the Parties, all such repeat Locker Station Installation Tests shall not be construed as any grant of extension of time by IMDA and the Supplier remains liable for any delay in complying with its obligations under the Contract; or
- (b) to require (without prejudice to its other rights and remedies) the Supplier to provide such replacement equipment at no cost to IMDA as will enable the Locker Station to pass the Locker Station Installation Tests. Unless

otherwise agreed in writing between the Parties, all provision of such replacement equipment shall not be construed as any grant of extension of time by IMDA and the Supplier remains liable for any delay in complying with its obligations under the Contract; or

- (c) to accept the Locker Station subject to an abatement of the Contract Price such abatement to be such amount, as taking into account the circumstances, is reasonable. In the absence of written agreement as to abatement within fourteen (14) days after the date of such notice IMDA shall be entitled to exercise Sub-Clause (d) below. Before accepting the said Locker Station, IMDA shall consider the impact of such Locker Station and the PLN performance; or
- (d) to treat the Supplier as being in breach of Contract and to reject the Locker Station as not being in conformity with the Contract in which event IMDA shall be entitled to terminate this Contract and/or any other related document (including but not limited to the Maintenance Contract) (without prejudice to IMDA's other rights and remedies) in accordance with **Clause 48**.

## **21.5 Certification of Work Completion**

21.5.1 When the Locker Station has successfully passed all the Locker Station Installation Tests applicable to such Locker Station, the Supplier shall forthwith issue a COWC together with the sign-off documents to IMDA, to certify that the Locker Station is operating in accordance with manufacturer's published specifications and the Requirement Specifications.

21.5.2 IMDA may conduct inspection on the Locker Station and the Site Preparation Works before signing off the COWC. COWC must be accepted by IMDA before the Locker Station can commence operation.

## **22 ACCEPTANCE TESTS**

### **22.1 Conducting Acceptance Tests**

22.1.1 The Acceptance Tests shall be conducted after installation of the first three (3) Locker Stations, the LMS and Other Software to verify the Hardware and System Software meet the Requirement Specifications. The Acceptance Tests shall only be applicable to the first three (3) Locker Stations, the LMS and Other Software and comprise of:

- (a) Hardware Installation Tests; and
- (b) Hardware and System Software Performance Tests.

22.1.2 The Acceptance Tests shall also apply to substitute, replacement and conversion of any component parts that are acquired by IMDA in relation to this Contract.

22.1.3 The Acceptance Tests shall comply with the Acceptance Test Procedures proposed by the Supplier in his Tender Offer and accepted by IMDA. IMDA shall however have the right to modify the Acceptance Test Procedures or specify different procedures within a reasonable time prior to the tests to meet the requirements of the Contract. The Acceptance Test Procedures proposed by the Supplier in his Tender Offer shall be developed based on the Requirements Specifications using **Schedule 6** of Part 1, Section B or otherwise specified by IMDA in the Contract.

## **22.2 Notice of Commencement and Completion of Acceptance Tests**

22.2.1 The Supplier shall give to IMDA in writing seven (7) days prior notice or such shorter notice as the Representative may agree in writing of the place, date and time at which the Supplier proposes to conduct any Acceptance Tests.

22.2.2 The Supplier shall provide all tools and testing equipment at his own cost and expense for the purposes of the Acceptance Tests. Where testing is required on-site, the Supplier shall provide all facilities required.

22.2.2A The Supplier shall ensure that the Hardware and System Software meets the Requirement Specifications prior to commencing the Acceptance Tests. Upon request by IMDA, the Supplier shall furnish the test results as evidence of meeting these requirements.

22.2.3 IMDA shall be entitled to witness the Acceptance Tests. If IMDA's personnel are not present at the place, date and time as notified by the Supplier and accepted in writing by IMDA under **Clause 22.2.1**, the Supplier may proceed to conduct the Acceptance Tests as if such personnel were present.

## **22.3 Delay in Acceptance Tests**

22.3.1 If in the opinion of IMDA, the Acceptance Tests are unreasonably delayed, IMDA may by notice in writing require the Supplier to conduct the tests within seven (7) days from receipt of such notice and the Supplier shall make the tests on such date or dates within the said seven (7) days as the Supplier may fix and of which he shall give reasonable notice to IMDA.

22.3.2 If the Supplier fails to conduct such tests within the time, IMDA may itself proceed to conduct the said tests. All Acceptance Tests so conducted by IMDA shall be at the risk and expense of the Supplier.

## 22.4 Hardware Installation Tests

22.4.1 The Supplier shall conduct the Hardware Installation Tests after the first three Locker Stations have been installed. In the Hardware Installation Tests, the Supplier shall submit the first three Locker Stations to:

- (a) all the test procedures set out in the Requirement Specifications, if any,
- (b) all the manufacturers' standard test procedures
- (c) all the manufacturers' published specification

to ensure that the design of the Locker Stations is in compliance with the Requirement Specifications for Locker Stations, and that the first three Locker Stations and every part thereof are in full working order. The Supplier shall supply IMDA with copies of the manufacturers' standard test procedures and manufacturers' published specification before the conduct of the Hardware Installation Tests. The Supplier shall give advance written notice to IMDA of the date of the Hardware Installation Tests in accordance with **Clause 22.2.1** and IMDA shall have the right to attend the Hardware Installation Test on the said date.

22.4.2 IMDA shall provide all reasonable facilities to enable the Hardware Installation Tests to be carried out.

22.4.3 The Supplier shall also load data supplied by IMDA into the first three Locker Stations and conduct tests to verify whether the data together with the first three Locker Stations are operating in accordance with the manufacturers' published specification and the Requirement Specifications.

22.4.4 In the event the Supplier is unable to certify that the entire Hardware has successfully passed the Hardware Installation Tests or does not so certify within seven (7) days from the date when the Hardware Installation Tests were first conducted, the Hardware will be deemed to have failed the Hardware Installation Tests.

22.4.5 If the first three Locker Stations or any part thereof fail to pass the Hardware Installation Tests then IMDA may, by written notice to the Supplier elect at its sole option:

- (a) to have the Hardware Installation Tests repeated (without prejudice to its other rights and remedies) on the same terms and conditions and at no cost to IMDA within a reasonable time. Unless otherwise agreed in writing between the Parties, all such repeat Hardware Installation Tests shall not be construed as any grant of extension of time by IMDA and the Supplier remains liable for any delay in complying with its obligations

under the Contract; or

- (b) to require (without prejudice to its other rights and remedies) the Supplier to provide such replacement equipment at no cost to IMDA as will enable the first three Locker Stations to pass the Hardware Installation Tests. Unless otherwise agreed in writing between the Parties, all provision of such replacement equipment shall not be construed as any grant of extension of time by IMDA and the Supplier remains liable for any delay in complying with its obligations under the Contract; or
- (c) to accept the first three Locker Stations subject to an abatement of the Contract Price such abatement to be such amount, as taking into account the circumstances, is reasonable. In the absence of written agreement as to abatement within fourteen (14) days after the date of such notice IMDA shall be entitled to exercise Sub-Clause (d) below. Before accepting the first three Locker Stations, IMDA shall consider the impact of the first three Locker Stations and the Hardware and System Software Performance Tests to be conducted under **Clause 22.6**.
- (d) to treat the Supplier as being in breach of Contract and to reject the Locker Station as not being in conformity with the Contract in which event IMDA shall be entitled to terminate this Contract and/or any other related document (including but not limited to the Maintenance Contract) (without prejudice to IMDA's other rights and remedies) in accordance with **Clause 48**.

22.4.6 When the first three Locker Stations have successfully passed the Hardware Installation Tests, the Supplier shall so certify to IMDA that the Hardware is operating in accordance with the manufacturer's published specifications and the Requirement Specifications. The date of such certification shall be the Hardware Installation Date. The issue of any such certificate shall be without prejudice to IMDA's right to reject such Hardware and System Software pursuant to **Clause 22.6**.

## **22.5 Delivery and Installation of System Software**

22.5.1 The Supplier shall before or on the Stipulated Hardware Installation Date, deliver the System Software to IMDA and install the same at the Site.

## **22.6 Hardware and System Software Performance Tests**

22.6.1 After the System Software has been fully installed on the Sites, IMDA shall load into the first three Locker Stations and System Software test data which in the

reasonable opinion of IMDA is suitable to test whether such Hardware and System Software are in accordance with the Requirement Specification and with the advice and assistance of the Supplier, operate the first three Locker Stations and System Software to:

- (a) Perform Hardware and System Software routine transactions;
- (b) Perform the transactions performed during any benchmark tests or other vendor demonstrations included, referenced, or incorporated in the Requirement Specifications;
- (c) Carry out system functions test to determine whether the Hardware and System Software meet the specifications, performs the functions, and meet the criteria for PLN Availability, response time and workload requirements set forth in the Requirement Specifications;
- (d) Determine whether the documentation for the Hardware and System Software meets the requirements of this Contract;
- (e) Perform such other transactions as may be necessary to test the Hardware and System Software performance specified in the Requirement Specifications;
- (f) Conduct load testing on LMS specified in **Clause 4.1 of Part 2, Section C**.

22.6.2 The first three Locker Stations and System Software shall be deemed to fail the Hardware and System Software Performance Tests if

- (a) they fail to provide any facility, transaction or function specified in the Requirement Specifications; or
- (b) the System Software fails to run in accordance with the Requirement Specifications and within two percent (2%) of applicable benchmark or other demonstration results, for the period prescribed for the Hardware and System Software Performance Tests.

22.6.3 If the first three Locker Stations and System Software (or any part thereof) fails to pass the Hardware and System Software Performance Tests then IMDA may, by written notice to the Supplier elect at its sole option:

- (a) to have the Supplier provide a solution and to fix (without prejudice to its other rights and remedies) a new date for carrying out further tests on the Hardware and System Software on the same terms and conditions (save that all costs which IMDA may incur as a result of carrying out such tests

shall be reimbursed by the Supplier). Unless otherwise agreed in writing between the Parties, all such further tests shall not be construed as any grant of extension of time by IMDA and the Supplier remains liable for any delay in complying with its obligations under the Contract; or

- (b) to accept the Hardware and System Software subject to an abatement of the Contract Price such abatement to be such amount, as taking into account the circumstances, is reasonable. In the absence of written agreement as to abatement within fourteen (14) days after the date of such notice IMDA shall be entitled to exercise Sub-Clause (c) below; or
- (c) notwithstanding that any or all of the first three Locker Stations have successfully passed the Hardware Installation Tests and the issuance of a certificate by the Supplier in accordance with Clause 22.4.6, to treat the Supplier as being in breach of Contract and to reject the Hardware and System Software as not being in conformity with the Contract in which event IMDA shall be entitled to terminate this Contract and/or any other related document (including but not limited to the Maintenance Contract) (without prejudice to IMDA's other rights and remedies) in accordance with **Clause 48**.

22.6.4 IMDA shall accept such Hardware and System Software after the first three Locker Stations and System Software have successfully passed the Hardware and System Software Performance Tests.

## **22.7 Failure of Acceptance Tests**

22.7.1 IMDA shall not be under any obligation to accept the first three Locker Stations and System Software if they do not successfully pass any of the Acceptance Tests under the Contract. In the case of Hardware tests, the Supplier shall not refuse to diagnose System Software failures/deficiencies. In the case of System Software tests, the Supplier shall not refuse to diagnose Hardware failures/deficiencies. The Supplier shall submit a report to IMDA detailing the cause for the failure of any Acceptance Tests and the corrective action taken.

## **22.8 Commissioning Date**

22.8.1 As soon as the first three Locker Stations and System Software have successfully passed all the Acceptance Tests, IMDA shall forthwith issue an Acceptance Test Certificate commissioning the PLN and the date of the certificate shall be the Commissioning Date of the PLN.

22.8.1A The Supplier shall also issue a COWC for each of the first three Locker Stations for IMDA to sign-off upon passing all the Acceptance Tests.

22.8.2 The Supplier shall remain liable to IMDA in accordance with the terms and conditions contained herein notwithstanding the signing by IMDA of any certificate or document or any payment or the release of the security deposit. Subject to **Clause 22.8.3** below, such certificate, document or payment shall have no legal effect other than serving as a declaration by the Supplier that it is ready to proceed with the next phase of this Contract.

22.8.3 The Acceptance Test Certificate issued in respect of the last and final Acceptance Test to be conducted under this Contract, when signed by IMDA, signifies acceptance by IMDA of the commissioning of the PLN and is, subject to such reservations as may be endorsed thereon by IMDA, final and binding in respect of all matters covered by that Acceptance Test.

### **23 LIQUIDATED DAMAGES FOR LATE COMMISSIONING**

23.1 In the event the Supplier fails to meet the Stipulated Commissioning Date or such Commissioning Date as extended pursuant to **Clause 7.2**, IMDA may, in addition to the remedies under **Clause 22.6**, by written notification to the Supplier impose liquidated damages at the rate of one tenth of a percent (0.1%) of the Contract Price for each day (including Sundays and Public Holidays) or part thereof up to a maximum of ten percent (10%); or

23.2 Liquidated damages imposed under the **Clause 23.1** above shall be paid to IMDA in Singapore Dollars not later than thirty (30) calendar days from the date of issue of IMDA's written notification to the Supplier informing the Supplier of the liquidated damages payable.

23.3 If the Supplier fails to pay the said damages, IMDA may deduct the amount due from any monies due or which may become due from IMDA to the Supplier under the Contract and other contracts between the Parties or recover the same as a debt due from the Supplier in any court of competent jurisdiction.

23.4 IMDA reserves the right to charge interest for any delayed payment at the rate of five and a half percent (5.5%) per annum.

23.5 Where the Supplier is required in the Implementation Plan to submit any plans, scripts, manuals and other documents for verification and review and the Supplier fails to meet the time schedule for submission of any such documentation, IMDA shall be entitled to an extension of time for verification and review corresponding to the period of delay without prejudice to the Supplier's obligation to meet the Stipulated Commissioning Date.

## 24 PERFORMANCE GUARANTEE PERIOD

- 24.1 In this clause the following expressions shall have the meanings hereby assigned to them:

**"Operating Hours"** means the scheduled operating hours of the PLN which will be from 12.00am to midnight Singapore time, from Monday to Sunday (24 hours a day and 7 days a week) with no day excepted.

**"Standard of Performance"** means the level of performance achieved by the PLN when it is operating in conformity with the Requirement Specifications.

**"PLN Performance"** refers to the performance and service level as set out in **Table 2 No. 1, 4 and 5, and Table 3 of Part 2, Section D.**

- 24.2 The Performance Guarantee Period shall commence on the Commissioning Date and continue for a period of at least ninety (90) calendar days or until 31 March 2021, whichever is later. The Performance Guarantee Period shall be 24 hours a day and 7 days a week with no day excepted.
- 24.3 The PLN shall have successfully completed the Performance Guarantee Period if the PLN meets the Standard of Performance with the defined PLN Performance for each calendar month or part thereof during the period stated in Clause 24.2.
- 24.4 In the event that the PLN fails to meet the requirements under **Clause 24.3** the Performance Guarantee Period shall continue until the PLN has met the Standard of Performance with the defined PLN Performance over a period of thirty (30) calendar days which period shall not begin earlier than eighty (80) calendar days from the Commissioning Date.
- 24.5 IMDA shall maintain daily records to monitor and determine the successful completion of the Performance Guarantee Period.
- 24.6 Once the PLN has successfully completed the Performance Guarantee Period either in accordance with **Clause 24.3** or **Clause 24.4** IMDA shall forthwith issue a written notice to the Supplier accepting the PLN. The date of the notice or the date when such notice should be issued as determined from the records kept (if different from the date of the notice) shall be the Acceptance Date.
- 24.7 During the Performance Guarantee Period, the Supplier shall at all times and under all conditions be entirely responsible for the functioning of the PLN in accordance with the Requirement Specifications, and for the compliance of such additional requirements as may be mutually agreed upon between IMDA and the

Supplier at no additional cost to IMDA.

- 24.8 The Supplier shall remedy and make good at no cost to IMDA all defects, deficiencies, failures or damage to the PLN or any part thereof arising at any time prior to the commencement of the System Software Warranty Period. For avoidance of doubt, defects shall include and are not limited to defective design, materials, workmanship, incorrect operating or maintenance instructions given by the Supplier in writing, and any damage to the System Software or operational data. The Supplier shall furnish IMDA with a report to explain the defects and to advise on the corrective action taken within three (3) calendar days after the defects have been rectified.
- 24.9 Upon the start of Performance Guarantee Period, IMDA and/or Partners shall be allowed to have its personnel to shadow the Supplier personnel assigned to operational activities including but not limited to monitoring, troubleshooting and supporting the PLN.

## **25 WARRANTY PERIOD**

### **25.1 Hardware Warranty Period**

- 25.1.1 The Hardware Warranty Period for each Locker Station shall commence on the date that the Certificate of Work Completion issued by the Supplier in respect of such Locker Station is accepted by IMDA.
- 25.1.2 The Hardware Warranty Period for Locker Stations installed within the same calendar quarter shall end on the date falling twelve (12) months after the last day of such calendar quarter. For example, Locker Stations installed from January 2021 to March 2021, their warranties would end on 31 March 2022 (assuming the warranty expires 12 months after last day of the calendar quarter).
- 25.1.3 The Hardware Warranty for Locker Stations deployed for the commissioning of PLN shall expire on the same day as the System Software Warranty expires.
- 25.1.4 The Hardware Warranty shall cover all the Hardware, Site Preparation Works and Installation Works.

### **25.1A System Software Warranty Period**

- 25.1A.1 The System Software Warranty Period shall commence on the Acceptance Date and shall last for twelve (12) months or such longer period as may be proposed by the Supplier.

25.2 During the Hardware Warranty Period for any Locker Station and/or the System Software Warranty Period, the Supplier shall render replacement parts and diagnostic services and any other works and services required to make good all defects to the PLN at no cost to IMDA in the same manner and conditions as those provided under the Conditions of System Software & Hardware Support and Maintenance, provided that written notice of such defects is promptly given to the Supplier.

25.3 Where during the Hardware Warranty Period and/or System Software Warranty Period, the Hardware and/or System Software or any part thereof is found to be:

- (a) defective in either design, materials or workmanship; or
- (b) not in accordance with the Contract; or
- (c) having been installed, operated, stored and maintained in accordance with the written instructions of the Supplier, fails to function properly or fails to meet any performance guarantees set forth in the Contract or any additional requirements which may be mutually agreed between IMDA and the Supplier;

then, unless it is shown that the foregoing is caused solely by improper use or mishandling on the part of IMDA, the Supplier shall, at its own expense (including but not limited to transportation costs, air freight charges, costs of testing, manufacturing and examination), upon notification from IMDA, replace or completely repair the defective parts of the Hardware and/or System Software or otherwise completely rectify the defects.

25.4 During the Hardware Warranty Period and/or System Software Warranty Period, the Supplier shall respond to the foregoing notification within the response time and render the PLN fully operational in accordance to the Performance And Service Levels as set out in **Part 2, Section D**.

25.5 If the Supplier fails to respond to the notification or to render the PLN fully operational within the time frame referred to in **Clause 25.4** above, IMDA may:

- (a) impose liquidated damages of the amount specified in the Conditions of System Software & Hardware Support and Maintenance as if the failure has occurred during the maintenance period; or
- (b) remedy the defects itself, whether by engaging a third-party supplier to repair the defects or by purchasing the defective parts of the Hardware and/or System Software from other sources or by such other means as may be necessary to render the PLN fully operational, and all costs incurred by IMDA in this regard shall be borne by the supplier.

- 25.6 For the purpose of **Clause 0** above, the phrase “improper use or mishandling on the part of IMDA” shall include unapproved modifications to the Hardware and/or System Software by IMDA. In this Clause, the phrase “unapproved modifications to the Hardware and/or System Software by IMDA” means modifications made to the Hardware and/or System Software by IMDA without the approval of the Supplier but does not include:
- (a) modifications made in accordance with or pursuant to documentation provided by the Supplier;
  - (b) modifications to the PLN to enable it to meet the Requirement Specifications or such additional requirements as may be agreed between IMDA and the Supplier;
  - (c) configuration of the PLN;
  - (d) installation of approved System Software into the PLN; or
  - (e) installation of System Software or types of System Software which the PLN is intended to work with.
- 25.7 For the avoidance of doubt, IMDA’s rights and remedies under this Clause are independent of; and without prejudice to any other rights and remedies of IMDA.

## **26 OTHER SUPPLIES**

- 26.1 The Supplier shall, on receipt of a Purchase Order, supply to IMDA, other supplies which are not commonly available locally at the prices stipulated in the Tender Proposal (“Other Supplies”). The prices offered by the Supplier to IMDA for the Other Supplies, shall be held firm for a period of seven (7) years from the Commissioning Date. Beyond the initial seven (7) years, any increment in the prices for the Other Supplies from year to year shall not exceed ten percent (10 %) of the previous year’s price.
- 26.2 The Supplier shall make reasonable efforts to secure the adequate supply of the Other Supplies required by IMDA, during the entire Service Life of the Hardware and/or System Software. In the event the material composition of any item is to be changed or modified, the Supplier shall give IMDA twelve (12) calendar months' prior notice in writing and IMDA shall be entitled to purchase required quantities of the said items.
- 26.3 Notwithstanding the duration of the Contract for the supply of the PLN, the Supplier shall be bound by the terms and conditions herein for the supply of the Other Supplies to IMDA for the entire Service Life of the Hardware and/or System Software.
- 26.4 The Supplier shall ensure that all Other Supplies supplied shall be free from all

defects including defects arising out of faulty design, inferior materials, faulty and inferior workmanship and shall be of high quality and fit for the purpose for which they are intended.

- 26.5 The Supplier shall bear all costs including air freight charges, the cost of testing, manufacturing and examining, incurred in the repairing or replacing of all defective items supplied including defects arising out of faulty design, inferior materials, faulty and inferior workmanship or any other cause not attributable to the negligence or actions of IMDA, if such defects are discovered within twelve (12) calendar months from the date of delivery of the said items. This is without prejudice to any other claim IMDA may further lodge.

## **26A OPTION TO PURCHASE**

- 26A.1 The Supplier shall grant IMDA in respect of each item specified in **Annex I-B of Part 3** (each, an “Option Item”) relevant to the Contract, an option to purchase such Option Item (each, an “Option to Purchase”).
- 26A.2 Each Option to Purchase shall be exercisable by Purchase Order given by IMDA to the Supplier before the deadline for the exercise of the Options to Purchase as specified in the tables in **Annex I-B of Part 3** that are relevant to the Contract.
- 26A.3 If IMDA exercises an Option to Purchase, references to “Hardware”, “System Software” and “Services” in the Contract shall include the Option Item in respect of which such Option to Purchase was exercised.
- 26A.4 Each Option to Purchase may be exercised one or more times, to be determined in IMDA’s sole discretion, provided always that the aggregate number of Option Items purchased pursuant to this **Clause 26A** shall not exceed the quantity specified in the tables in **Annex I-B of Part 3** that are relevant to the Contract.

## **27 MAINTENANCE**

- 27.1 The Supplier grants to and IMDA shall have an option for the support and maintenance of the PLN (“Option”).
- 27.2 This Option shall be valid for a period of twenty-four (24) months commencing from the date of issue of the Letter of Acceptance of the Tender.
- 27.3 This Option, if exercised, shall be based on terms no less favorable to IMDA than those contained in the Conditions of System Software & Hardware Support and Maintenance (**Part 1, Section C**) and any other terms that may be mutually agreed in writing.

27.4 **Intentionally left blank.**

## **28 TRAINING**

- 28.1 The Supplier shall be responsible for the provision of suitable and adequate training for staff nominated by IMDA.
- 28.2 The training shall include training in use of the PLN and self-help for first line support by the Administrator, Support Staff, supervisors, operators and end-users.
- 28.3 The training provided shall comply with the Requirement Specifications and such other proposals contained in the Supplier's Tender as may be agreed between the Parties.
- 28.4 Unless otherwise agreed in writing between the Parties, training shall be scheduled after the first three Locker Stations and System Software have passed the Hardware and System Software Performance Tests, but no later than the Commissioning Date.

## **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 Supplier shall upon receipt of IMDA's written notification immediately effect replacement at no cost to IMDA.
- 29.2 In order not to hinder the installation programme or services, the Supplier 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 Supplier shall, upon receipt of IMDA's written notification, immediately effect replacement by air freight at his own costs and in addition, the Supplier shall:-
- (a) reimburse IMDA 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 IMDA and failing which, IMDA shall charge to the Supplier's account all expenses incurred including storage fees for wrongly delivered items until collection by the Supplier and transportation fees for delivering the wrongly delivered

items back to the Supplier.

- 29.4 IMDA shall not be liable for any damage or deterioration caused or occurring to the wrongly supplied items of the PLN whilst in the custody of IMDA.
- 29.5 Upon written notification by IMDA, the Supplier 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 Supplier shall ensure that the delivery is effected within one (1) week or earlier from the date of IMDA's said notification.

### 30 UNAUTHORISED CODE

- 30.1 The Supplier warrants that at the time of delivery or installation:
- (a) the Hardware and System Software 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 Supplier shall conduct a complete and thorough scan for Unauthorised Code using anti-virus software package(s) on all parts of the Hardware and System Software.
- 30.3 If any part of the Hardware and/or System Software is discovered during delivery or installation to contain or be affected by any Unauthorised Code then:
- (a) IMDA may reject any such parts of the Hardware and/or System Software and the Supplier shall, at its own expense, immediately remove and recover all rejected parts of the Hardware and/or System Software and provide replacements which are free of Unauthorised Code;
  - (b) irrespective of whether the System Software is rejected, the Supplier shall pay IMDA 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 Supplier shall indemnify IMDA 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 Hardware and/or System Software 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 Supplier or its employees;

- (a) IMDA may reject any such part of the Hardware and/or System Software and the Supplier shall, at its own expense, immediately remove and recover all rejected parts of the Hardware and/or System Software and provide replacements which are free of Unauthorised Code; and
- (b) in addition to paragraph (a) above, the Supplier shall indemnify IMDA 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 Hardware and/or System Software 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**

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

## **32 LIABILITY OF SUPPLIER**

32.1 In the event of the Supplier obtaining part(s) of the Hardware and/or System Software from a third party, the Supplier shall inform IMDA in writing of the

source or origin of the said part(s) of the Hardware and/or System Software and, for avoidance of doubt, it is expressly declared that the Supplier shall remain fully liable for the said part(s) of the Hardware and/or System Software and the consequences arising from the use of the said part(s) as if they were manufactured by the Supplier.

### **33 PATENT, COPYRIGHT AND OTHER INDEMNIFICATION**

- 33.1 The Supplier shall indemnify IMDA 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 PLN, hardware, System Software or consumables supplied or furnished by the Supplier pursuant to this Contract.
- 33.2 IMDA shall give the Supplier prompt notice in writing of any such claim.
- 33.3 Without prejudice to IMDA's right to defend a claim alleging such infringement, the Supplier shall if requested by IMDA, but at the Supplier's expense, defend such claim. The Supplier shall observe IMDA's directions relating to the defence or negotiation for settlement of the claim.
- 33.4 IMDA shall if requested but at the Supplier's expense provide the Supplier 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 Supplier shall, if requested by IMDA, at the Supplier's own expense:
- (a) procure for IMDA the right to continue using the same; failing which,
  - (b) replace or modify the same so as to avoid the infringement; failing which,
  - (c) pay IMDA for such infringing items, a sum equivalent to the purchase price of functionally equivalent items upon the return of the infringing items to the Supplier;

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

- 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, IMDA reserves the right to cancel immediately the Contract for delivery of the PLN or parts hereof yet to be supplied to IMDA and/or return the Hardware and/or System Software or parts thereof already delivered and the

Supplier shall compensate IMDA with the contract price already remitted and IMDA reserves its right to purchase the Hardware and/or System Software or parts thereof from other sources without prejudice to all or any of IMDA's rights as contained in this Contract.

- 33.7 All royalties and fees claimable by or payable to any person, firm, corporation or government for or in connection with any copyright, invention, patent or System Software used or required to be used in respect of the PLN 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 PLN 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:-
- (a) any modification of the PLN or any use of a System Software other than in its specified operating environment; or
  - (b) the combination, operation or use of the PLN with any product not supplied by the Supplier.

#### **34 RELOCATION OF PARCEL LOCKER NETWORK**

- 34.1 IMDA shall have the right to relocate any or all items of the Locker Stations and/or System Software within Singapore. Any such relocation shall not affect the Supplier's obligations under this Contract although IMDA shall grant extension of the Implementation Plan accordingly if it is affected.
- 34.2 In the event that IMDA requires the Supplier's services for the relocation of any or all items of the Locker Stations and/or System Software, IMDA shall give fourteen (14) days' written notice of its intent to relocate the Hardware and/or System Software.
- 34.3 The Supplier's personnel shall arrange and supervise the dismantling, packing, transportation, unpacking, storage, safekeeping, and reinstallation of any or all items of the Locker Stations and/or System Software to normal operating condition for which IMDA shall be charged by the Supplier for the services rendered as per the quoted rates in **Annex I of Part 3**. As part of the relocation, IMDA may request the Supplier to reinstate the original site to its original condition. For any relocation services not found in **Annex I of Part 3**, the Supplier shall charge IMDA at rates that are of a Fair Market Value. Examples of relocation services are stated in **Clause B.16 of Part 2, Section B**.
- 34.4 The Supplier shall make good any damage to any or all items of the Locker Stations and/or System Software at no cost to IMDA due to the negligence of the

Supplier's personnel including the Supplier's employees or agents or 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 Hardware and System Software and correspondence shall be written in readily comprehensible English Language.
- 35.2 The personnel of the Supplier 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.

### 36 LOSSES

- 36.1 The Supplier shall indemnify and keep indemnified IMDA against any and all Losses sustained, incurred, paid by or suffered by IMDA arising out of or in connection with any act or omission on the part of the Supplier, Subcontractor or any of their officers, employees or agents (the "Supplier Parties") unless the Supplier can show that:
- (a) it is not due to the negligent, unlawful or wrongful action or omission, fraud, bad faith, wilful misconduct or breach of any duty of any of the Supplier Parties; and
  - (b) it is not due to the Supplier's breach, failure or delay in performance of this Contract.
- 36.2 If any claim is commenced against IMDA that may give rise to a claim against the Supplier under **Clause 36.1**, notice of the claim shall be given to the Supplier as soon as practicable.
- 36.3 Upon receipt of such notice required by IMDA, the Supplier shall immediately take control of the defence and investigation of such claim and shall employ and engage attorneys reasonably acceptable to IMDA to handle and defend the same, at the Supplier's sole cost and expense.
- 36.4 If the Supplier takes control of the defence and investigation of the claim, IMDA shall cooperate, at the cost of the Supplier, in all reasonable respects with the Supplier 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 IMDA's right to participate, at the Supplier'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 Supplier shall be entered into without the consent of IMDA.

36.5 Notwithstanding anything to the contrary in the Contract, IMDA 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 Supplier. If required by IMDA, the Supplier 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 Supplier'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, IMDA'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 IP right infringement,
- (c) under any indemnity provided under this Contract (other than a claim relating to the Supplier'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, wilful misconduct or gross negligence by the Supplier, its Subcontractors or any of their respective directors, officers, employees or agents.

### **38 INSURANCE**

38.1 The Supplier shall insure IMDA against any risk of loss or damage to the Hardware and/or System Software or part thereof for which title to and risk in have not passed to IMDA pursuant to Clause 14, except for loss or damage caused by theft, negligence or malice by any of IMDA's employees or agents. The period of insurance shall be from the date this Contract comes into force to the date IMDA takes delivery and acceptance of the last Locker Station.

38.2 Before commencement of the Works the Supplier shall take up an insurance

policy of not less than two (2) million Singapore dollars against any damage, loss or injury which may occur to any property (including that of IMDA or Partners) or to any person (including any employee or agent of the Supplier or of IMDA or Partners) as the result of any act or omission of the Supplier 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 IMDA (which approval shall not be unreasonably withheld) and the Supplier shall produce to IMDA the policy or policies of insurance and the receipts for payments of the current premium.
- 38.4 If the Supplier fails to comply with this clause or fails to produce evidence showing the same at IMDA's request, IMDA 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 IMDA from any monies due to or which may become due from IMDA to the Supplier or recover the same as a debt due from the Supplier in any court of competent jurisdiction.

### **39 CONFIDENTIALITY**

- 39.1 The Supplier must keep confidential and undertakes not to divulge or communicate to any person, firm or company any such information howsoever acquired in connection with this Contract without first having obtained the written consent of the Representative. Such information must not be used for any purpose other than for the performance of the Supplier's obligations under this Contract or any Purchase Order.
- 39.2 The Supplier 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 IMDA.
- 39.3 The Supplier shall immediately notify IMDA when it becomes aware that a disclosure of any information acquired in connection with this Contract may be required by law.
- 39.4 The Supplier shall take all reasonable precautions in dealing with any information, documents and papers passed by IMDA and/or the Partners to the Supplier so as to prevent any unauthorised person from having access to such information, documents or papers. For the purpose of this **Clause 39**, all information is to be treated as confidential except such as is or has become public knowledge otherwise than through breach of agreement or other legal obligation of, or through the default or negligence of, the Supplier, his employees,

Subcontractors or agents.

- 39.5 The Supplier shall procure and ensure all his employees and agents and those of his Subcontractors or agents 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 IMDA, procure and ensure that such employees and agents and those of his Subcontractors or agents sign an Undertaking to Safeguard Official Information in the form prescribed in **Schedule 5** of Part 1, Section B.
- 39.6 The Supplier shall immediately notify the Representative where the Supplier becomes aware of any breach of **Clauses 39.1 to 39.5** by his employees and agents and those of his Subcontractors or agents who are or may be involved in the execution of obligations under this Contract.
- 39.7 Termination or expiry of this Contract for whatever cause shall not put an end to the obligation of confidentiality imposed on the Supplier, its employees, agents and those of this Subcontractors or agents under this **Clause 39**.

#### **39A DATA SECURITY AND PROTECTION**

- 39A.1 The Supplier 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.
- 39A.2 The Supplier shall in respect of any personal data held in connection with the Contract cooperate with any reasonable requests, directions or guidelines of IMDA arising in connection with the handling of personal data.

#### **40 COMPLIANCE WITH STATUTES, REGULATIONS, ETC**

- 40.1 The Supplier 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 Supplier shall conform in all respects with the provisions of all laws of Singapore and shall keep IMDA indemnified against all penalties and liabilities of every kind for the breach of any such laws.

#### **41 SUB-CONTRACT, ASSIGNMENT, TRANSFER**

- 41.1 The Supplier shall not, without the written consent of IMDA, sub-contract, assign or transfer the Contract or the benefits or obligations or any part thereof to any other person. The Supplier shall be responsible for the acts, defaults, neglects or omissions of any assignee or Subcontractor, their agents or workmen as fully as if they were the acts, defaults, neglects or omissions of the Supplier, his agents or workmen.
- 41.2 In seeking the written consent of IMDA, the Supplier shall provide all information requested by IMDA including but not limited to information about a sub-contractor's registration with the relevant Government Registration Authority. Information on IMDA Registration Authority can be found in GeBIZ Partner via Internet at <http://www.gebiz.gov.sg>

#### **41A NOVATION**

- 41A.1 The Programme will be deployed and operated by IMDA or any party appointed by IMDA.
- 41A.2 Subsequent to the award of this tender, IMDA reserves the right to transfer its rights and obligations under the Contract, in part or its entirety, to a wholly owned subsidiary.
- 41A.3 IMDA shall notify the Supplier of its intention to novate the Contract in writing. The Supplier shall work together with IMDA to complete the novation within fourteen (14) calendar days from the date of the notification, or such other later dates, as decided by the IMDA. A standard template of the novation contract is prescribed in **Schedule 9 of Part 1, Section B**.

#### **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 IMDA may at any time thereafter upon giving notice to the Supplier elect to terminate the Contract.
- 42.3 In any of the events mentioned in **Clause 42.1** the Supplier or IMDA 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 IMDA elects to terminate the Contract under **Clause 42.2** the Supplier shall forthwith refund to IMDA all amounts paid to the Supplier less the price of items and services which have been provided to IMDA.
- 42.5 Failure of the Supplier's Subcontractors or suppliers shall not be regarded as events beyond the control of the Supplier's control unless such Subcontractors or suppliers would qualify for exemption under this **Clause 42** if the provisions of this **Clause 42** were applied to them.

### **43 PUBLIC RELEASE OF INFORMATION**

- 43.1 The Supplier shall obtain in writing the prior approval and the consent of IMDA 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 PLN. Such prior approval shall be sought in reasonable time.

### **44 GIFTS, INDUCEMENT AND REWARDS**

- 44.1 IMDA shall be entitled to terminate the Contract at any time and to recover from the Supplier the amount of any loss resulting from such termination, if the Supplier 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 IMDA or for showing or forbearing to show favour to any person in relation to any agreement with IMDA or if the like acts shall have been done by any person employed by the Supplier or Subcontractor, or if in relation to any Contract with IMDA, the Supplier or the Subcontractor or any person employed by the Supplier 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.

## **45 APPLICABLE LAW**

- 45.1 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 IMDA may, at any time during the Contract, require the Supplier 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, IMDA shall formally request the Supplier to state in writing the effect such variation will have on the Contract Price and to the works schedule. The Supplier shall furnish such details within fourteen (14) days of receipt of IMDA's request or such other period as may be agreed. The Supplier shall not vary the Works in any respect unless instructed in writing to do so by IMDA.
- 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 Supplier of carrying out the Works, an appropriate adjustment to the Contract Price shall be made.
- 46.5 The Supplier shall satisfy IMDA as to the reasonableness of changes to the works schedule and of the extra costs or savings resulting from the variations.
- 46.6 Upon IMDA being satisfied regarding the reasonableness of any extensions to the works schedule by the variation, IMDA shall grant such extension time, and inform the Supplier accordingly in writing.

## **47 CONDITIONS NOT TO BE WAIVED**

- 47.1 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.

## **48 TERMINATION OF CONTRACT**

- 48.1 If at any time the Supplier is in breach of any of the terms or conditions under this Contract, the Supplier shall have fourteen (14) days to effect a remedy or show to IMDA's satisfaction the cause of the breach of its obligations and the Supplier's intended remedy, in which case, the Supplier shall have such period, if any, as is authorised in writing by IMDA 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, IMDA may at any time prior to the COWC sign-off of the last Locker Station terminate the Contract by notice in writing as from the date specified in the notice.
- 48.3 If the Supplier, 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 IMDA, then IMDA shall be at liberty to terminate the Contract summarily by notice in writing to the Supplier.
- 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 IMDA shall be refunded by the Supplier to IMDA 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 IMDA as a result of the termination of the breach of the Contract by the Supplier;
    - (ii) the Supplier shall upon written notice from IMDA be required to remove, at the Supplier's expense, the Hardware and/or System Software or any part thereof specified in the notice from the Sites at a date specified by IMDA, and in default IMDA 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 Supplier, or remove and return the same to the Supplier all at the Supplier's expense.

(iii) IMDA shall be entitled to recover from the Supplier any damages, losses, costs and expenses which IMDA 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 Supplier as liquidated damages, may be deducted from any money that may then be due to the Supplier and if the money then due to the Supplier 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 Supplier to IMDA, and may be set off against any other monies which may be or become due to the Supplier from IMDA or may be recovered as a debt due from the Supplier in any court of competent jurisdiction;

OR, at the sole discretion of IMDA:-

- (b)
- (i) IMDA 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 Supplier shall if so required by IMDA assign to IMDA 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 or any Works and IMDA shall pay the agreed price (if unpaid) for such materials or Works supplied or executed after the said termination;
  - (iii) the Supplier 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 IMDA may specify in a written notice to him and in default, IMDA 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 Supplier;
  - (iv) until completion of the Works under this sub-clause no payment shall be made to the Supplier under the Contract; provided that upon completion as aforesaid and the verification within a reasonable time of the accounts therefore, IMDA shall

certify the amount of expenses properly incurred by IMDA and if such amount added to the monies paid to the Supplier before such termination exceeds the total amount which would have been payable on due completion, the difference shall be a debt payable to IMDA by the Supplier, and if the said amount added to the said monies be less than the said total amount, the difference shall be debt payable by IMDA to the Supplier; provided always the aforesaid shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to IMDA as a result of the termination of the Contract or as a result of the breach of the Contract by the Supplier;

(v) in the event of the completion of the Works being undertaken by IMDA, allowance shall be made, when ascertaining the amount to be certified as expenses properly incurred by IMDA, 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 Supplier

- 48.5 In addition to the rights set out in **Clause 48.2** and **Clause 48.3**, IMDA may at any time upon giving at least one (1) month's notice in writing to the Supplier of its intention to do so, terminate the Contract or any part or further part thereof, and upon such notice being given, the Supplier 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 Supplier may submit a claim for compensation subject to **Clause 48.7**. The compensation shall not exceed the total of the cost incurred by the Supplier 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 IMDA'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 Supplier 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. IMDA shall pay the Supplier the aforesaid compensation within one hundred and twenty (120) days following submission of such total cost to IMDA and verified by an independent public accountant.
- 48.9 Where there are segregable items not desired by IMDA which the Supplier 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 Supplier'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 IMDA 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 Software and/or PLN is and shall solely belong to IMDA.

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

## **49 POLICY, SECURITY AND AUDIT**

### **49.1 Policy**

49.1.1 The Supplier shall fully comply with any written instructions on IMDA policies pertaining to Information Communications Technology ("ICT") Management that may be issued by IMDA from time to time.

49.1.2 Where the Supplier will be performing Extra Work in order to comply with new IMDA ICT requirements issued by IMDA after the commencement of this Contract, IMDA shall not be liable for any claims in respect of such Extra Work UNLESS all the conditions in **Clause 54** are fully complied with.

### **49.1A Security**

49.1A.1 The Supplier is required to maintain strict confidentiality and ensure that all information pertaining to the Site, Partner and IMDA's work environment must not be disclosed to anyone except the Representative and the Supplier's employees, agents or Subcontractors directly involved with this Contract. The Supplier 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 Supplier, its employees or agents, shall not, without the prior written permission of Partners and/or IMDA, bring any visitor to any location or site on which the Supplier is providing the goods or services under this Contract.

### **49.2 Audit**

- 49.2.1 The Supplier shall allow IMDA and Partners to conduct periodic audits at all locations and site in which the Supplier is providing or has provided goods or services under this Contract to ensure that there is proper controls and compliance with this Contract. The Supplier shall cooperate with and provide support, information and assistance to IMDA and Partners for the purpose of such audits.
- 49.2.2 All audits shall be in the form of IMDA audit, or a third-party audit conducted by a reputable audit firm.
- 49.2.3 The Supplier shall provide all support necessary for the conduct of the audits at no additional cost to IMDA and Partners.
- 49.2.4 IMDA and Partners may conduct surprise spot checks on any locations and site in which the Supplier 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 Supplier shall:

- (a) provide IMDA with the name and contact information of an employee who shall serve as IMDA's point of contact for all security and data breach matters, and shall be available to assist IMDA at all times (24 hours per day, 7 days per week) in resolving matters associated with a security or data breach;
- (b) notify IMDA of any actual, potential, or suspected physical security breach, as soon as practicable, and in any event, immediately after the Supplier becomes aware of the actual, potential, or suspected physical security breach;
- (c) notify IMDA of any actual, potential, or suspected cyber-security or data breach, as soon as practicable, and in any event, immediately after the Supplier 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 Supplier shall extend full cooperation and assistance to IMDA, and at no cost to IMDA:

- (a) assist IMDA with any investigation into the actual, potential, or suspected security or data breach;

- (b) provide IMDA with physical access to all the Supplier's personnel, facilities and infrastructure that are used to perform this Contract;
- (c) facilitate interviews with the Supplier'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 Supplier shall, at no cost to IMDA, use best endeavours to immediately remedy, according to instructions or direction given by IMDA, any actual or suspected security or data breach, or to prevent any potential security or data breach.

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

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

49A.6 Where the actual or potential breach is caused by the Supplier's default, negligence or unlawful act, the Supplier shall reimburse IMDA for all reasonable costs incurred by IMDA in responding to and mitigating damages caused by any actual, potential, or suspected security or data breach.

## **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 IMDA.
  - b) IMDA may make the election on its own accord by written notice to the Supplier or shall make the election within thirty (30) days of the receipt of the Supplier'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 IMDA makes an election whether the dispute or difference as stated shall be resolved by reference to arbitration or by court proceedings.

c) Should IMDA fail to make the election within thirty (30) days of the receipt of the written notice by the Supplier, 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) IMDA may elect to refer to arbitration all or any part of the dispute or difference as stated by the Supplier in his written notice.

50.2 Neither Party may commence any action in court before IMDA 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 Supplier 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, 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 Invitation to Tender.

### 53 CUMULATIVE REMEDIES

- 53.1 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 IMDA 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 Supplier shall include the price of the Extra Work and the detailed scope of the Extra Work, and
  - (c) IMDA 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 Supplier 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 Supplier 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 IMDA.
- 54.4 For Extra Work initiated at the request of IMDA, IMDA 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)**

- 56.1 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**

- 57.1 As used in this Contract, “Consortium” means an unincorporated joint venture through the medium of a consortium or a partnership.
- 57.2 Each member of the Consortium shall be jointly and severally responsible to IMDA for the due performance of the Contract.
- 57.3 Any introduction of, or changes to, Consortium membership must be approved in writing by IMDA.
- 57.4 Should additional member(s) be added to the Consortium at any time with the approval of IMDA, he or they shall be deemed to be included in the expression 'the Supplier'.**
- 57.5 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or cease to exist in accordance with the laws of the country of incorporation:
- (i) this Contract shall continue and not be dissolved, and

- (ii) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

## **58 COEXISTENCE STRATEGY**

- 58.1 In the event that IMDA appoints more than one Supplier, whether in this tender or subsequent tenders, the Suppliers are to cooperate with each other to ensure that the service levels and requirements of the PLN 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 PLNs.
- 58.2 The Supplier is also required to work with the hosting service supplier for the IT Infrastructure in the development of the application software and also in the support and maintenance of the PLN. If necessary, the operations management procedures will have to be refined by both parties to accommodate each other's PLNs.
- 58.3 The Supplier shall if necessary meet on a regular basis with IMDA and other suppliers to discuss operational issues and other problems that may be encountered in the provision of the PLN 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 IMDA shall own all the documentation generated for the purpose of this Contract.
- 59.2 The Supplier, his employees, agents and Subcontractors shall within seven (7) days upon the termination of this Contract or upon the completion of this Contract:
  - (a) return to the Representative all property, documents, papers and copies of thereof
    - i. belonging to IMDA,
    - ii. received from IMDA for the purpose of this Contract; or
    - iii. produced in the course of the Contract

which 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.

- 59.3 Upon completion of the obligation under **Clause 59.2**, the Supplier, his employees, agents and/or Subcontractors shall sign the Declaration as stipulated in **Schedule 5A** of Part 1, Section B.

## **60 SET-OFF**

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

## **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 IMDA**

- 62.1 If the Supplier is in breach of any of its obligations under the Contract, IMDA may issue a written warning to the Supplier setting out the details of the Supplier's breach, and IMDA shall have the right to publish or disseminate information on the written warning through any platform accessible by Government departments, organs of state and statutory boards.
- 62.2 Save as expressly provided for in the Contract, any action taken by IMDA against the Supplier 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.
- 62.3 For the avoidance of doubt, IMDA shall not be liable to the Supplier or any third parties for any incidental, consequential, exemplary, direct or indirect damages or compensation, including but not limited to special or economic losses, potential or lost profits or business revenue, anticipated savings, goodwill or reputation losses or any other losses, damages or anything else whatsoever and howsoever arising from or relating to the exercise by IMDA of any rights pursuant to this **Clause 62**.

## **63 LIQUIDATED DAMAGES FOR DATA AND SECURITY BREACHES**

- 63.1 In the event the Supplier breaches any provisions in this Contract that results in the security or integrity of IMDA's network being materially compromised ("Security Breach") or results in the unauthorised disclosure of any personal data obtained by the Supplier in the course of this Contract ("Data Breach"), the Supplier shall adhere to the security and data breach procedures set out in Clause 49A and without prejudice to **Clause 63.2**, IMDA shall be entitled to impose liquidated of S\$6,000.00 for each day per Security Breach and S\$6,000.00 for each day per Data Breach, being a genuine pre-estimate of the initial administrative costs incurred by IMDA in investigating such breaches. Such liquidated damages shall be paid to IMDA in Singapore Dollars no later than thirty (30) calendar days from the date of issue of such notification to the Supplier by IMDA, and where the Supplier fails to pay such damages, IMDA shall be entitled to exercise its set-off rights in accordance with Clause 60, or recover the same as a debt due from the Supplier in any court of competent jurisdiction.
- 63.2 Notwithstanding **Clause 63.1**, the Supplier indemnifies IMDA against all damages, losses, claims, costs and expenses, suffered or incurred by IMDA or third parties claiming against IMDA 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 IMDA shall not be entitled to double recovery of the initial administrative costs incurred by IMDA in investigating such breaches.
- 63.3 Where there is any doubt as to whether a breach materially compromises the security or integrity of IMDA's network or results in the unauthorised disclosure of any personal data within the meaning of **Clause 63.1**, IMDA's view shall prevail.

## **64 SOLICITATION OF STAFF**

- 64.1 IMDA shall not solicit any of the Supplier's officers, employees or staff assigned to the performance of this Contract, or induce such persons to terminate their employment or engagement with the Supplier within one year after the completion of this Contract or termination of this Contract (whichever is earlier).
- 64.2 The Supplier and its Sub-contractors shall not solicit any of the IMDA's officers, employees or staff, who are involved in the management or other activities under this Contract, or induce such persons to terminate their employment or engagement with the IMDA within one year after the completion of this Contract or termination of this Contract (whichever is earlier).

- 64.3 For the avoidance of doubt, any general recruitment advertisement placed by or on behalf of either Party shall not be deemed to be solicitation or inducement for the purposes of this Clause.

## **65 ADDITIONAL SERVICES**

- 65.1 It is anticipated that details of the Requirement Specifications may have to be clarified during the early stages of the Contract. In this context, IMDA and Supplier may agree in writing to changes to the Requirement Specifications to set out IMDA's requirements more precisely within the first year of the Contract.
- 65.2 IMDA may request a quote(s) for additional hardware, software and services relating to the Contract. If the Supplier receives any such request, the Supplier shall within *14* days of the request, issue a proposal setting out a description of how the hardware, software and services will be effected, the firm fixed price(s) that will be charged to IMDA, and the schedule for the delivery and performance of the additional services.
- 65.2A The quote shall not in any way be construed as creating any legally binding obligation upon IMDA to purchase any additional hardware, software and services.
- 65.3 If IMDA accepts the quote within thirty (30) days of receiving it, or within such longer period of time as the Parties may agree in writing, the Parties shall enter into a variation agreement as set out in **Clause 46** above to include the additional hardware, software and services to be made available under the Contract.

## **66 OTHER LIQUIDATED DAMAGES**

- 66.1 In the event that the Supplier fails to meet the stipulated minimum requirements as stated in this Contract, IMDA may at its own absolute discretion, impose such liquidated damages based on the computation listed in Schedule 8.

## **67 TRANSITION MATTERS**

- 67.1 To facilitate the effective transition between the Supplier and any existing vendor providing the Hardware, System Software and Services, the Supplier shall render at its own expense all support and co-operation to IMDA and/or the existing vendor including:
- (a) providing IMDA and the existing vendor access to the Supplier's facilities and resources are reasonably required by IMDA or the existing vendor;

- (b) providing IMDA and the existing vendor all data, information and documents in connection with the Hardware, System Software and Services to be provided by the Supplier, including any information regarding the operating environment, protocols, interfaces, architecture and other operating parameters reasonably required by IMDA and the existing vendor;
- (c) adopting any reasonable methodology during the transition of the provision of the Hardware, System Software and Services from the existing vendor to the Supplier;
- (d) avoiding any interference or disruption to the provision of the Hardware, System Software and Services;
- (e) attending meetings with IMDA and/or the existing vendor;
- (f) working in good faith and co-operating fully with IMDA and/or the existing vendor; and
- (g) reviewing and revising (if appropriate) any training and training materials handed over from the existing vendor to the Supplier for the benefit of IMDA.

## 68 EXIT MANAGEMENT

- 68.1 Where under any circumstances IMDA appoints any third party (“**Replacement Supplier**”) to replace the Supplier, during the **three (3) months** before the expiry or termination of the Contract, the Supplier shall, at his own cost and expense, make available to IMDA and the Replacement Supplier such documents and records and provide such assistance (including briefings and training) as IMDA or the Replacement Supplier may reasonably require to allow an orderly transition to the Replacement Supplier with minimal disruption.

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The CONTRACT PRICE shall be paid as follows:-

**For supply, delivery, installation of PLN**

\*“System Software Services” includes security audit, System Software development and System Software customization

S/N	Milestones	Key Activities	Payment by Categories (%)		
			System Software Services*	Hardware and System Software license	Hardware Installation Services
1	Letter of Acceptance	<ul style="list-style-type: none"><li>Letter of Acceptance issued</li></ul>	5% of price	10% of price for 400 Locker Stations	-
2	Sign-off of User Requirements and Design Specification	<ul style="list-style-type: none"><li>Hardware and System Software requirements sign-off</li><li>Engineering drawing sign-off</li><li>Prototype sign-off</li></ul>	10% of price	5% of price for 400 Locker Stations	-
2A	Hardware Installation Date  System Software installation date	<ul style="list-style-type: none"><li>Installation of LMS and Other Software</li><li>Installation of first 3 Locker Stations for commissioning</li></ul>	30% of price	-	-
3	Commissioning Date	<ul style="list-style-type: none"><li>Passed all Acceptance Tests and security audit</li><li>Acceptance Test Certificate issued by IMDA</li></ul>	35% of price	-	-
4	Parcel Locker Network Acceptance	<ul style="list-style-type: none"><li>PLN successfully completed Performance Guarantee Period</li></ul>	10% of price	-	-
5	Certificate of Work Completion (by weekly batches)	<ul style="list-style-type: none"><li>COWC issued and signed off by IMDA</li><li>Accumulate no. of Locker Stations with COWC</li></ul>	-	75% of price for no. of Locker Stations in each weekly batch	90% of price for no. of Locker Stations in each weekly batch

		signed off in each week			
6	Expiry of System Software Warranty Period	<ul style="list-style-type: none"> <li>Fulfilled all outstanding warranty obligation as set out in <b>Clause 25</b></li> </ul>	<b>10%</b> of price	-	-
7	Expiry of Hardware Warranty Period (by quarterly batches)	<ul style="list-style-type: none"> <li>Fulfilled all outstanding warranty obligation as set out in <b>Clause 25</b></li> </ul>	-	<b>10%</b> of price for no. of Locker Stations in each quarterly batch	<b>10%</b> of price for no. of Locker Stations in each quarterly batch
<b>Grand Total</b>			<b>100%</b>	<b>100%</b>	<b>100%</b>

Illustration for S/N 5: Certificate of Work Completion (by weekly batches)				
Weekly Period	Number of Locker Stations completed COWC sign-off	System Software*	Hardware and System Software license	Hardware Installation Services
2 November 2020 to 8 November 2020	3	-	<b>75%</b> of 3 unit of Locker Stations' Hardware and System Software license price	<b>90%</b> of 3 unit of Locker Stations' Hardware Installation price
15 January 2021 to 21 January 2021	15	-	<b>75%</b> of 15 unit of Locker Stations' Hardware and System Software license price	<b>90%</b> of 15 unit of Locker Stations' Hardware Installation price
...	...	...	...	...

**For Support and Maintenance (if IMDA opt to exercise the support and maintenance of the PLN)**

Milestone	% of Monthly Price	Cumulative Total
Monthly post payment unless otherwise mutually agreed to a different payment schedule	100%	100%

Any GST payable for the supply of goods, services or works by the Supplier under this Contract shall be reimbursed by IMDA.

PROVIDED THAT if IMDA in the Letter of Acceptance accepts payment in accordance with the Supplier's alternative payment terms contained in the Tender then such alternative payment terms shall apply.

As provided under **Clause 14 of Part 1, Section A**, the work programme submitted by the Supplier in its Tender Offer shall, unless otherwise agreed by IMDA, conform with the key milestones prescribed here.

### **Key Milestones for Works Programme**

- 1) Stipulated Prototype Sign-off Date: by 16 October 2020
- 2) Stipulated Hardware Installation Date: by 20 November 2020
- 3) Stipulated System Software Installation Date:
  - a) LMS and Other Software: by 20 November 2020
  - b) Station Software: by 20 November 2020
- 4) Stipulated Commissioning Date: by 11 December 2020
- 5) Stipulated Locker Station Installation Dates: Cumulatively,
  - a) At least 100 Locker Stations complete with COWC signed off by IMDA: by 21 March 2021
  - b) At least 200 Locker Stations complete with COWC signed off by IMDA: by 9 May 2021
  - c) At least 300 Locker Stations complete with COWC signed off by IMDA: by 4 July 2021
  - d) At least 400 Locker Stations complete with COWC signed off by IMDA: by 29 August 2021

### **Works Programme**

The Tenderer is to take into account the following (non-comprehensive) activities, suggested delivery schedule as set out in **Clause 4 of Part 2, Section B** and determine its own schedule in its works programme in order to meet the Key Milestones above.

### **Commissioning of the Hardware and System Software**

- 1) Submission of Implementation Plan: Within 14 days from the issue of the Letter of Acceptance
- 2) Requirements gathering date: Tenderer to propose
- 3) Submission of Engineering Drawing: Tenderer to propose
- 4) Joint site survey schedule for first 3 Locker Stations: Tenderer to propose
- 5) **Stipulated Prototype Sign-off Date: by 16 October 2020**
- 6) Professional Engineer endorsement of Engineering Drawing approval date :  
Tenderer to propose
- 7) Manufacturing commencement date: Tenderer to propose

8) **Stipulated Hardware Installation Date: by 20 November 2020**

Installation of first 3 Locker Stations for the purpose of commissioning the Hardware and System Software

9) **Stipulated System Software Installation Date: by 20 November 2020**

10) Acceptance Tests date: Tenderer to propose (shall be at least 3 weeks before Stipulated Commissioning Date)

11) **Stipulated Commissioning Date : by 11 December 2020**

12) Acceptance Date of the PLN: by 31 March 2021.

**Locker Station Schedule (for 400 Locker Stations)**

1) Preparation and submission of installation plans for approval : Tenderer to propose

2) Site Preparation Works: Tenderer to propose

3) Shipment schedule: Tenderer to propose

4) **Stipulated Locker Station Installation Dates for: Cumulatively,**

- a) At least 100 Locker Stations complete with COWC signed off by IMDA: by 21 March 2021
- b) At least 200 Locker Stations complete with COWC signed off by IMDA: by 9 May 2021
- c) At least 300 Locker Stations complete with COWC signed off by IMDA: by 4 July 2021
- d) At least 400 Locker Stations complete with COWC signed off by IMDA: by 29 August 2021

5) Schedule of Number of Locker Stations to be installed and tested for every week to meet Stipulated Locker Station Installation Dates: Tenderer to propose

The Supplier should arrange for its shipments, in batches of about 15 to 18 Locker Stations, to reach Singapore weekly and in time for installation in order to meet the different Stipulated Locker Station Installation Dates.

**Schedule for optional Locker Station (should IMDA request for additional up to 200 Locker Stations)**

1) Preparation and submission of installation plans for approval : Tenderer to

propose

- 2) Site Preparation Works: Tenderer to propose
- 3) Shipment schedule: Tenderer to propose
- 4) **Stipulated Locker Station Installation Date:**
  - a) **For up to 100 Locker Stations with COWC signed off by IMDA: by 3 October 2021**
  - b) **For up to 200 Locker Stations with COWC signed off by IMDA: by 31 March 2022**
- 5) Schedule of Number of Locker Stations to be installed and tested for every week to meet Stipulated Locker Station Installation Dates: Tenderer to propose

The Supplier should arrange for its shipments, in batches of about 15 to 18 Locker Stations, to reach Singapore weekly and in time for installation in order to meet the different Stipulated Locker Station Installation Dates.

**FORM OF AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ THE INFO-COMMUNICATIONS MEDIA DEVELOPMENT AUTHORITY of Singapore (hereinafter called “IMDA”) of the one part and \_\_\_\_\_<sup>1</sup> ( name of Supplier) (hereinafter called “the Supplier”) of the other part.

WHEREAS IMDA requires a Parcel Locker Network to be supplied and installed, and has accepted a Tender by the Supplier 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) Supplier's Tender including subsequent correspondence (if any) amplifying or amending the Supplier's proposals
  - (b) Instructions to Tenderers
  - (c) Conditions of Contract
  - (d) Conditions of System Software & Hardware Support and Maintenance
  - (e) Requirement Specifications
  - (f) IMDA's Letter of Acceptance
  - (g) Form of Agreement
3. In consideration of the payments to be made by IMDA to the Supplier as hereinafter mentioned the Supplier hereby agrees to supply, deliver and install the PLN and to provide the services mentioned in the Contract in conformity in all respects with the provisions of the Contract.
4. IMDA hereby agrees to pay to the Supplier in consideration for the supply, delivery and installation of the PLN and to provide the services mentioned in the

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<sup>1</sup> If the tender is submitted by a consortium, each member of the consortium shall be listed. The tender 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) (“Consultant”) of the other part.”

Contract in conformity in all respects with the provisions of the Contract.

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 Chief Executive Officer ) .....  
(Signature)

CHIEF EXECUTIVE OFFICER  
(name of Statutory Board)  
for and on behalf of the  
INFO-COMMUNICATION MEDIA DEVELOPMENT  
AUTHORITY OF SINGAPORE in the presence  
of:

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

Designation : (Title)  
(Name of Statutory Board)

Signed by : (name of Supplier's MD) .....<sup>2</sup>  
(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  
(name of company)

<sup>2</sup> The tender shall be submitted by the Lead Member on behalf of all members of the consortium. The Lead Member's authorised signature must be provided.

The Banker's Guarantee or Insurance Bond shall be in the prescribed form that follows:

**TENDER REFERENCE NO.: IMDA-ITT-20200030**

To: The Info-communications Media Development Authority, a body corporate established under the Info-communications Media Development Authority Act No. 22 of 2016 (hereinafter called "IMDA" or the "Authority").

**Whereas** on the \_\_\_\_ day of \_\_\_\_\_ an agreement (hereinafter called "the Contract") was made between \_\_\_\_\_ (name of Contractor) of \_\_\_\_\_ (address) (hereinafter called "the Contractor") of the one part and IMDA of the other part whereby IMDA agreed to \_\_\_\_\_ (state nature of contract) for the sum of Singapore Dollars \_\_\_\_\_ (S\$ \_\_\_\_\_).

**And Whereas** the Contractor is required under the Contract to pay \_\_\_\_ per cent of the total value of the Contract as a Security Deposit for the performance of his obligations under the Contract.

Now in consideration of IMDA not insisting on the Contractor paying \_\_\_\_ per cent of the total value of the Contract as a security deposit for the said Contract, **we (at the request of the Contractor) hereby agree** as follows:

1 In the event of the Contractor failing to fulfil any of the terms and conditions of the said contract, we shall indemnify IMDA against all losses, damages, costs, expenses or otherwise sustained by IMDA thereby up to the sum of Singapore Dollars \_\_\_\_\_ (S\$ \_\_\_\_\_) ("the Guaranteed Sum") upon receiving your written notice of claim for payment made pursuant to Clause 4 hereof.

2 We shall not be discharged or released from this guarantee by any arrangement between yourself and the Contractor with or without our consent or by any alteration in the obligations undertaken by the Contractor or by any forbearance whether as to payment, time, performance or otherwise.

3 Our liability under this guarantee shall continue and this guarantee shall remain in full force and effect from [*insert effective date:* \_\_\_\_\_] until [*insert initial expiry date:* \_\_\_\_\_] [*insert if expiry date is subject to automatic extension:* provided always that the expiry date of this guarantee and our liability thereunder shall be automatically extended for successive periods of [*specify duration of each extension:* \_\_\_\_\_ days / months] unless we give you 90 days' written notice prior to the expiry of our liability of our intention not to extend this guarantee in respect of any future extension and provided further that you shall be entitled, upon receiving such notice of our intention (and within the period specified in Clause 4 hereof), either to:

- (a) make a claim under this guarantee; or
- \* (b) direct us to pay such amount (not exceeding the Guaranteed Sum) as you may specify into a suspense account to be governed and disbursed by us

- subject to the Association of Banks in Singapore's Guidelines for operation of a Suspense Account; or
- (c) direct us to extend the validity of this guarantee for a further period not exceeding \_\_\_\_\_ days / months (and this guarantee shall then expire at the end of such further period).

***Note: \* Not applicable for Insurance Bond issued by insurance companies***

4 This guarantee is conditional upon a claim or direction as specified herein being made by you by way of a notice in writing addressed to us and the same being received by us at [*insert address of Bank's notification office*: \_\_\_\_\_] within 90 days from the expiry of this guarantee. Thereafter this guarantee shall become null and void notwithstanding that this guarantee is not returned to us for cancellation except for any claim(s) or direction submitted to us in writing not later than 90 days from the expiry of this guarantee.

5 We shall be obliged to effect the payment required under such a claim or direction within 30 business days of our receipt thereof. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim or direction and shall be entitled to rely upon any written notice thereof received by us (within the period specified in Clause 4 hereof) as final and conclusive.

6 IMDA may make more than one claim on, or direction under, this guarantee so long as the claims or directions are made pursuant to Clause 4 hereof and within the period specified therein and the aggregate amount specified in all such claims and directions does not exceed the Guaranteed Sum.

7 This guarantee is issued subject to the laws of the Republic of Singapore and the jurisdiction of the Singapore courts.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

AS WITNESS our hand

Signed by: \_\_\_\_\_  
(Name and designation of officer)

for and on behalf of the

\_\_\_\_\_  
(Name of Bank)

\_\_\_\_\_  
(Signature)

in the presence of:

Name \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_  
(Signature of Witness)

Reference: Clause 39.5 and 59.3 of Conditions of Contract

### UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION

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)  
NRIC)

.....  
(Designation)

\_\_\_\_\_  
(Date)

.....  
(Full name in BLOCKS and

.....  
(Name of Company)

.....  
(Signature of WITNESS)

\_\_\_\_\_  
(Designation)

\_\_\_\_\_  
(Full name in BLOCKS)

\_\_\_\_\_  
Ministry/Government  
Dept/Statutory Board/Government-

owned Company

---

(Date)

**SCHEDULE 5A**

*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 IMDA all data (including, but not limited to, Government Data and Confidential Information) received from IMDA for the purpose of this Contract together with all related documentation and all copies thereof owned by IMDA; 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                      NRIC/Passport No

\_\_\_\_\_  
Designation                                      Name of Company                                      Date

\_\_\_\_\_  
Signature of Witness                                      Full Name in BLOCKS                      NRIC No

Address: \_\_\_\_\_ Date: \_\_\_\_\_

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## **1. INTRODUCTION**

This section describes the purpose of the testing procedure, lists the applicable reference documents and describes any terms, synonyms and abbreviations unique to this document.

## **2. TEST MASTER PLAN (where applicable)**

A test master plan covering details of the following sections and other relevant information must be submitted for approval within a specific time frame after the commencement of the project.

### **2.1 OBJECTIVE OF TESTING**

This section describes the objectives of testing in respect of functionality, performance and resilience of the PLN.

### **2.2 SCOPE OF TESTING**

This section sets out the Hardware, System Software and system to be tested.

### **2.3 STRATEGY**

This section describes how testing will begin on the relatively simple elements which form the basis of the system and extend to embrace more complex structures as the system is progressively assembled in a hierarchical manner. Various levels of test e.g. module test, integration test and acceptance test must be defined.

### **2.4 MASTER SCHEDULE**

This section describes a master schedule indicating the commencement and completion of each level of test activities. The master schedule must relate testing to the other project activities.

### **2.5 ORGANISATION SET UP**

This section describes an organization set up for the administration of the testing activities.

A test committee comprising both the Supplier and IMDA staff shall be responsible for the administration of this testing procedure. The test committee reports to the PLN's steering committee.

The test committee may appoint test groups, peer review groups, etc. and

delegate to them any functions outlined in this testing procedure.

## 2.6 RESPONSIBILITY

This section defines the responsibilities of IMDA and the Supplier.

## 2.7 TEST ACTIVITY

This section describes procedures and actions for pre-test, test and post-test activities.

## 2.8 TRAINING

The section describes training related to testing activities that will be provided for IMDA's development staff and user staff, e.g. use of test tool, acceptance test procedure, etc. The Supplier is required to arrange user staff for attachment as observers in some module tests and integration tests and ensure that they are given the opportunity to acquire the skills of testing and ultimately be able to prepare and carry out their acceptance tests in a proper manner.

## 2.9 DOCUMENTATION

This section describes :-

how test activities will be documented.

Format of each document, worksheet, report, etc., its contents and method of completion.

## 2.10 TEST DATA BASE SET UP

This section describes how a test database will be set up and documented. The methods and tools that are available for constructing and maintaining the test database must be given.

## 2.11 QUALITY ASSURANCE

This section states quality assurance procedure to allow the Supplier and IMDA's representatives or their agents to observe any or all the tests. They shall be given all reasonable facilities to enable them to establish that testing activities are carried out in accordance with approved procedures. Attendance of these representatives or agents will not be a pre-requisite for the tests taking place or the satisfactory completion of the tests.

# 3. TEST PLAN (where applicable)

A test plan covering details of the following sections and other relevant information for each level of test must be submitted for approval within a specific time frame prior to that level of test begins.

### 3.1 OBJECTIVE

This section describes the objectives of the test plan.

### 3.2 TEST UNIT

This section describes briefly every test unit covered under the test plan as a frame of reference for test. Each test unit is assigned with an identification number. The relationship between each test unit within a test plan must be defined.

### 3.3 TEST SCHEDULE

This section provides a chart showing the schedule for each test unit and the location at which the testing will be conducted.

### 3.4 TEST TOOL

#### 3.4.1 Hardware and Equipment

This section indicates the expected period of use, types and quantities of the Hardware and equipment needed for each test unit.

#### 3.4.2 System Software

This section lists other support System Software that will be needed for each test unit. It should also lists the integration System Software that will be needed for the integration of the system components.

### 3.5 TEST PERSONNEL

This section lists the numbers and skills of personnel that will be involved during the test period of each test unit. It includes any special requirement such as key personnel.

### 3.6 TEST MATERIALS

This section lists the materials needed for each test unit such as documentation, items to be tested, worksheets, etc.

#### **4. TEST SPECIFICATIONS AND SCRIPTS (where applicable)**

Test specifications and scripts for each test unit covering details of the following sections and other relevant information must be submitted for approval within a specific time frame prior to the commencing of the test.

##### **4.1 REFERENCE NUMBER AND TEST ITEM**

This section contains the reference number of the test unit. The functions of test items included in the test unit is also described.

##### **4.2 TEST REQUIREMENT**

This section describes the test criteria and requirements of the test unit.

##### **4.3 PRE-TEST RESULT**

This section describes any prior testing and results that may affect this testing. Prior test unit numbers shall be quoted.

##### **4.4 METHODOLOGY, DATA RECORDING AND DATA REDUCTION**

This section describes the test methodology to be deployed. It also describe the methods to be used for recording the test results. Methods to be used for arranging test data into a form suitable for evaluation, if applicable is described.

##### **4.5 TEST CONTROL AND TEST CONDITION**

This section describes the test control, such as manual, semi-automatic insertion of input, sequencing of operations and recording of test results. It also describes test conditions to be covered.

##### **4.6 MODIFICATION**

This section specifies modifications to be made to the item under test in order to aid testing.

##### **4.7 EVALUATION**

This section describes the rules to be used to evaluate test results, such as response time, etc.

##### **4.8 CONSTRAINTS**

This section describes the anticipated limitation on the test due to test conditions, environment, equipment, etc.

#### 4.9 TEST DATA BASE

This section describes the test database to be used.

#### 4.10 TEST INPUT AND OUTPUT

This section describes the input data and input commands to be used. It also describes the expected test output results and intermediate messages.

#### 4.11 TEST PROCEDURE

This section specifies the step-by-step procedures to accomplish the tests. It includes test set-up, initialization, steps and termination.

#### 4.12 SECURITY AND CONTROL

This section describes any security and control consideration.

#### 4.13 TEST ENVIRONMENT

This section describes the test environment that may be different from the operational environment and the effects of the difference on the tests.

### **5. TEST LOG (where applicable)**

A test log must be used to record the details of the following sections and other information during the test process.

#### 5.1 REFERENCE NUMBER AND TEST ITEM

This section states the reference number of the test unit and the items under test.

#### 5.2 DEVIATION

This section describes any deviation from test master plan, test plan and test specifications and scripts, e.g. test schedule, etc.

#### 5.3 TEST RESULT

This section records the test results.

#### 5.4 OBSERVATION AND PROBLEM

This section records observations of interest and problems encountered.

## **6. TEST ANALYSIS (where applicable)**

This section describes a test analysis report containing the details of the following sections and other information which must be submitted within a specific time frame after the completion of the test.

### **6.1 REFERENCE NUMBER**

This section provides a cross-reference to its associated test unit number.

### **6.2 TEST RESULT SUMMARY**

This section summarizes the test results.

### **6.3 ERROR AND DEFICIENCY**

This section summarizes errors detected and deficiencies discovered.

### **6.4 DIAGNOSIS AND RECOMMENDATION**

This section describes the diagnosis of errors encountered and deficiencies discovered. It also recommends follow up action such as:-

- (a) the urgency of each correction
- (b) parties responsible for corrections
- (c) how the corrections should be made

## **7. TEST RESULT REVIEW (where applicable)**

### **7.1 REVIEW PROCEDURE**

This section describes how test review and approval will be carried out.

#### **A. TEST CERTIFICATE**

This section describes a test certificate that will be issued to those items that have successfully passed the test for higher level test or production.

Test Master Plan	----- for the project
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Test Plan	----- for each level of tests
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Test	----- for each test unit
------	--------------------------

Specifications and  
Scripts

Test Log

Test      Analysis  
Report

Test Certificate

Road Map for Testing the PLN

<b><u>Chapter</u></b>	<b><u>Contents</u></b>
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2	TEST MASTER PLAN (where applicable) <ul style="list-style-type: none"><li>2.1 Objective of Testing</li><li>2.2 Scope of Testing</li><li>2.3 Strategy</li><li>2.4 Master Schedule</li><li>2.5 Organization Set Up</li><li>2.6 Responsibility</li><li>2.7 Test Activity</li><li>2.8 Training</li><li>2.9 Documentation</li><li>2.10 Test Data Base Set Up</li><li>2.11 Quality Assurance</li></ul>
3	TEST PLAN (where applicable) <ul style="list-style-type: none"><li>3.1 Objective</li><li>3.2 Test Unit</li><li>3.3 Test Schedule</li><li>3.4 Test Tool<ul style="list-style-type: none"><li>3.4.1 Hardware and Equipment</li><li>3.4.2 System Software</li></ul></li><li>3.5 Test Personnel</li><li>3.6 Test Material</li></ul>

<b><u>Chapter</u></b>	<b><u>Contents</u></b>
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4.4	Methodology, Data Recording and Data Reduction
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5	TEST LOG (where applicable)
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5.3	Test Result
5.4	Observation and Problem
6	TEST ANALYSIS (where applicable)
6.1	Reference Number
6.2	Test Result Summary
6.3	Error and Deficiency
6.4	Diagnosis and Recommendation
7	TEST RESULT REVIEW (where applicable)
7.1	Review Procedure

## **1. INTRODUCTION**

This section describes the purpose of the testing procedure, lists the applicable reference documents and describes any terms, synonyms and abbreviations unique to this document.

## **2. TEST MASTER PLAN (where applicable)**

A test master plan covering details of the following sections and other relevant information must be submitted for approval within a specific time frame after the commencement of the project.

### **2.1 OBJECTIVE OF TESTING**

This section describes the objectives of testing in respect of functionality, performance and resilience of the Locker Station.

### **2.2 SCOPE OF TESTING**

This section sets out the Hardware, System Software and system to be tested.

### **2.3 STRATEGY**

This section describes how testing will begin on the relatively simple elements which form the basis of the system and extend to embrace more complex structures as the system is progressively assembled in a hierarchical manner. Various levels of test e.g. module test, integration test and acceptance test must be defined.

### **2.4 MASTER SCHEDULE**

This section describes a master schedule indicating the commencement and completion of each level of test activities. The master schedule must relate testing to the other project activities.

### **2.5 ORGANISATION SET UP**

This section describes an organization set up for the administration of the testing activities.

A test committee comprising both the Supplier and IMDA staff shall be responsible for the administration of this testing procedure. The test committee reports to the PLN's steering committee.

The test committee may appoint test groups, peer review groups, etc. and

delegate to them any functions outlined in this testing procedure.

## 2.6 RESPONSIBILITY

This section defines the responsibilities of IMDA and the Supplier.

## 2.7 TEST ACTIVITY

This section describes procedures and actions for pre-test, test and post-test activities.

## 2.8 TRAINING

The section describes training related to testing activities that will be provided for IMDA's development staff and user staff, e.g. use of test tool, acceptance test procedure, etc. The Supplier is required to arrange user staff for attachment as observers in some module tests and integration tests and ensure that they are given the opportunity to acquire the skills of testing and ultimately be able to prepare and carry out their acceptance tests in a proper manner.

## 2.9 DOCUMENTATION

This section describes :-

how test activities will be documented.

Format of each document, worksheet, report, etc., its contents and method of completion.

## 2.10 TEST DATA BASE SET UP

This section describes how a test database will be set up and documented. The methods and tools that are available for constructing and maintaining the test database must be given.

## 2.11 QUALITY ASSURANCE

This section states quality assurance procedure to allow the Supplier and IMDA's representatives or their agents to observe any or all the tests. They shall be given all reasonable facilities to enable them to establish that testing activities are carried out in accordance with approved procedures. Attendance of these representatives or agents will not be a pre-requisite for the tests taking place or the satisfactory completion of the tests.

# 3. TEST PLAN (where applicable)

A test plan covering details of the following sections and other relevant information for each level of test must be submitted for approval within a specific time frame prior to that level of test begins.

### 3.1 OBJECTIVE

This section describes the objectives of the test plan.

### 3.2 TEST UNIT

This section describes briefly every test unit covered under the test plan as a frame of reference for test. Each test unit is assigned with an identification number. The relationship between each test unit within a test plan must be defined.

### 3.3 TEST SCHEDULE

This section provides a chart showing the schedule for each test unit and the location at which the testing will be conducted.

### 3.4 TEST TOOL

#### 3.4.1 Hardware and Equipment

This section indicates the expected period of use, types and quantities of the Hardware and equipment needed for each test unit.

#### 3.4.2 System Software

This section lists other support System Software that will be needed for each test unit. It should also lists the integration System Software that will be needed for the integration of the system components.

### 3.5 TEST PERSONNEL

This section lists the numbers and skills of personnel that will be involved during the test period of each test unit. It includes any special requirement such as key personnel.

### 3.6 TEST MATERIALS

This section lists the materials needed for each test unit such as documentation, items to be tested, worksheets, etc.

**4. TEST SPECIFICATIONS AND SCRIPTS (where applicable)**

Test specifications and scripts for each test unit covering details of the following sections and other relevant information must be submitted for approval within a specific time frame prior to the commencing of the test.

**4.1 REFERENCE NUMBER AND TEST ITEM**

This section contains the reference number of the test unit. The functions of test items included in the test unit is also described.

**4.2 TEST REQUIREMENT**

This section describes the test criteria and requirements of the test unit.

**4.3 PRE-TEST RESULT**

This section describes any prior testing and results that may affect this testing. Prior test unit numbers shall be quoted.

**4.4 METHODOLOGY, DATA RECORDING AND DATA REDUCTION**

This section describes the test methodology to be deployed. It also describe the methods to be used for recording the test results. Methods to be used for arranging test data into a form suitable for evaluation, if applicable is described.

**4.5 TEST CONTROL AND TEST CONDITION**

This section describes the test control, such as manual, semi-automatic insertion of input, sequencing of operations and recording of test results. It also describes test conditions to be covered.

**4.6 MODIFICATION**

This section specifies modifications to be made to the item under test in order to aid testing.

**4.7 EVALUATION**

This section describes the rules to be used to evaluate test results, such as response time, etc.

**4.8 CONSTRAINTS**

This section describes the anticipated limitation on the test due to test conditions, environment, equipment, etc.

#### 4.9 TEST DATA BASE

This section describes the test database to be used.

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This section describes the input data and input commands to be used. It also describes the expected test output results and intermediate messages.

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#### 4.12 SECURITY AND CONTROL

This section describes any security and control consideration.

#### 4.13 TEST ENVIRONMENT

This section describes the test environment that may be different from the operational environment and the effects of the difference on the tests.

### **5. TEST LOG (where applicable)**

A test log must be used to record the details of the following sections and other information during the test process.

#### 5.1 REFERENCE NUMBER AND TEST ITEM

This section states the reference number of the test unit and the items under test.

#### 5.2 DEVIATION

This section describes any deviation from test master plan, test plan and test specifications and scripts, e.g. test schedule, etc.

#### 5.3 TEST RESULT

This section records the test results.

#### 5.4 OBSERVATION AND PROBLEM

This section records observations of interest and problems encountered.

**6. TEST ANALYSIS (where applicable)**

This section describes a test analysis report containing the details of the following sections and other information which must be submitted within a specific time frame after the completion of the test.

**6.1 REFERENCE NUMBER**

This section provides a cross-reference to its associated test unit number.

**6.2 TEST RESULT SUMMARY**

This section summarizes the test results.

**6.3 ERROR AND DEFICIENCY**

This section summarizes errors detected and deficiencies discovered.

**6.4 DIAGNOSIS AND RECOMMENDATION**

This section describes the diagnosis of errors encountered and deficiencies discovered. It also recommends follow up action such as:-

- (a) the urgency of each correction
- (b) parties responsible for corrections
- (c) how the corrections should be made

**7. TEST RESULT REVIEW (where applicable)**

**7.1 REVIEW PROCEDURE**

This section describes how test review and approval will be carried out.

**A. TEST CERTIFICATE**

This section describes a test certificate that will be issued to those items that have successfully passed the test for higher level test or production. The test certificate shall also be referred to as COWC.

Test Master Plan
------------------

 ----- for the Locker Station

Test Plan
-----------

 ----- for each level of tests

Test  
Specifications and  
Scripts

----- for each test unit

Test Log

Test      Analysis  
Report

Test Certificate

Road Map for Testing the Locker Station

The undertaking shall be in the form that follows:

**UNDERTAKING BY OEM (FOR HARDWARE)**

To: Info-communications Media Development Authority of Singapore

TENDER NO: \_\_\_\_\_

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 supplier to \_\_\_\_\_ [name and address of Tenderer] (the "Tenderer") of the hardware set out in Clause 1 of Part 1, Section B (the "Hardware") for the purpose of the above Tender.

3. In consideration of you awarding the Tender to the Tenderer, we hereby undertake to perform the obligations set out in the following paragraphs.

4. In respect of the Hardware, we warrant the continued support and maintenance for the Hardware for the duration of the Hardware Warranty Period and the duration of the purchased maintenance for the Hardware following IMDA's exercise of the option for support and maintenance between the Tenderer and IMDA ("Support and Maintenance Period"). The scope of support and maintenance for the Hardware shall be as set out in the Contract and any hardware support and maintenance agreement applicable to IMDA in respect of the Hardware (including the supply of spares). Should the Tenderer be unwilling or unable to provide support and maintenance for the Hardware for any reason or should the purchased maintenance be terminated for any reason, we confirm that we can offer support and maintenance of the Hardware as set out above (either by ourselves or through a subcontractor) 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 IMDA 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 support and maintain 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 Tenderer; or

(a) the termination of the legal relationship between the Tenderer 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:

**SCHEDULE 7A**

**UNDERTAKING BY SOFTWARE PROPRIETOR (FOR SOFTWARE)**

To: Info-communications Media Development Authority of Singapore

TENDER NO.: \_\_\_\_\_

We refer to the above Tender. All words and phrases used herein have the same meaning as in your Invitation to Tender for the above Tender unless otherwise specified.

2. We are the software proprietor and supplier to \_\_\_\_\_ [name and address of Tenderer] (the "Tenderer") of the software set out in Clause 1 of Part 1, Section B (the "System Software") for the purpose of the above Tender.

3. In consideration of you awarding the Tender to the Tenderer, we hereby undertake to perform the obligations set out in the following paragraphs.

4. In respect of the System Software, we warrant the continued support and maintenance for the System Software for the duration of the purchased maintenance following IMDA's exercise of the option for maintenance between the Tenderer and IMDA ("System Software Maintenance Period"). The scope of support and maintenance for the System Software shall be as set out in the support and maintenance agreement applicable to IMDA in respect of the System Software (including the supply of software patches). Should the Tenderer be unwilling or unable to provide support and maintenance for the System Software for any reason or should the System Software Maintenance be terminated for any reason, we confirm that we can offer support and maintenance of the System Software as set out above (either by ourselves or through a subcontractor) and agree to support and maintenance the System Software for the remainder of the duration of the System Software Maintenance Period] on a mutually agreed terms, and the pricing shall be that offered to IMDA as long as the System Software 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 Software.

5. We warrant that your right to support and maintenance for the System Software as set out in this undertaking will survive the following events:

- (a) the termination of the legal relationship between you and the Tenderer; or
- (b) the termination of the legal relationship between the Tenderer 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 Software Proprietor:

by its authorised signatory  
Name of signatory:  
Designation:

Date:

**SCHEDULE 8: CHARGES FOR LIQUIDATED DAMAGES**

<b>S/No.</b>	<b>Specific Clause</b>	<b>Condition</b>	<b>Liquidated Damages</b>
1	Clause 6.2 of Part 1, Section B	Failure to meet the Stipulated Locker Station Installation Date	rate of one percent (1.0%) of the Locker Station cost (as per Annex I of Part 3) for each day (including Sundays and Public Holidays), or part thereof, per Locker Station from the stipulated dates for: cumulatively, a) at least 100 Locker Stations complete with COWC: 21 March 2021 b) at least 200 Locker Stations complete with COWC: 9 May 2021 c) at least 300 Locker Stations complete with COWC: 4 July 2021 d) at least 400 Locker Stations complete with COWC: 29 August 2021 to the COWC sign-off date up to a maximum of ten percent (10%)

**DATED        OF        2019**

**BETWEEN**

**INFO-COMMUNICATIONS MEDIA DEVELOPMENT AUTHORITY  
AND  
[NAME OF TRANSFEROR]  
AND  
[NAME OF TRANSFEREE]**

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**NOVATION AGREEMENT**

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**NOVATION AGREEMENT**

**THIS NOVATION AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_  
(the “Effective Date”), **BETWEEN:**

- (1) **INFO-COMMUNICATIONS MEDIA DEVELOPMENT AUTHORITY**  
 (“**IMDA**”), a body corporate established under the Info-Communications Media Development Authority Act (Act 22 of 2016) and having its office at 10 Pasir Panjang Road, #03-01, Mapletree Business City, Singapore 117438; and
- (2) **[NAME OF TRANSFEROR]** (UEN No. [•]) (the “**Transferor**”), having its principal place of business at [•]; and
- (3) **[NAME OF TRANSFeree]**. (UEN No. [•]) (the “**Transferee**”), having its principal place of business at [•].

(each, a “**Party**” and collectively, the “**Parties**”).

**WHEREAS:**

- (A) IMDA and the Transferor entered into an agreement for the **[Name of the existing agreement between IMDA and the Transferor]** dated **[date of the existing agreement]** (the “**Agreement**”), a copy of which is annexed hereto at Annex A.
- (B) The Transferor desires to relinquish all rights and benefits and be released and discharged from all duties and obligations under the Agreement and IMDA agrees to release and discharge the Transferor subject to the provisions of this Novation Agreement and provided that the Transferee undertakes to perform the Agreement in lieu of the Transferor and agrees to be bound by the terms and conditions of the Agreement as if the Transferee was a party to the Agreement.
- (C) The Transferee is agreeable and wishes to be bound by the terms and conditions of the Agreement in lieu of the Transferor, and to perform and discharge all the duties and obligations that were to be performed by the Transferor under it, subject to the provisions of this Novation Agreement.

**IT IS AGREED AS FOLLOWS:**

**1. NOVATION AND RELEASE**

1.1 In consideration of the mutual covenants herein, with effect from the Effective Date, the Parties agree and undertake as follows:

1.1.1 the Transferee undertakes to IMDA and the Transferor to perform the Agreement and assume and be bound by the terms and conditions of the Agreement in every way as if the Transferee had been a party to the Agreement in place of the Transferor;

1.1.2 IMDA undertakes to perform the Agreement and assume and be bound by the terms and conditions of the Agreement in every way as if the Transferee were a party to the Agreement *ab initio* in lieu of the Transferor, and IMDA accepts the performance of the Transferee in place of the performance of the Transferor; and

1.1.3 IMDA and the Transferor hereby mutually release each other from all their obligations under the Agreement.

1.2 For the avoidance of doubt, as from the Effective Date, all references to each of “[Name of Transferor]” in the Agreement, howsoever expressed, shall be read and construed as references to “[Name of Transferee]”.

1.3 Without prejudice to the generality of the foregoing, the Parties further agree as follows:

1.3.1 Every act of the Transferor prior to the Effective Date pursuant to, or in connection with, a provision in the Agreement (including but not limited to any decision, consent or payment made or granted by the Transferor in connection therewith) shall be deemed to have been an act done by the Transferee pursuant to, or in connection with, the same provision in the Agreement; and

1.3.2 Any information or materials (including but not limited to any claim or report) submitted by the Transferor to IMDA prior to the Effective Date pursuant to, or in connection with, a provision in the Agreement shall be deemed to have been submitted by the Transferee to IMDA pursuant to, or in connection with, the same provision in the Agreement.

## **2. COUNTERPARTS**

2.1 This Novation Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

## **3. ENTIRE AGREEMENT**

3.1 This Novation Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements between them relating to the subject matter of this Novation Agreement.

## **4. RIGHTS OF THIRD PARTIES**

4.1 A person who is not a party to this Novation Agreement has no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore to enforce any term of this Novation Agreement.

## **5. GOVERNING LAW & JURISDICTION**

5.1 This Novation Agreement shall be governed by the laws of Singapore and the parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.

**IN WITNESS WHEREOF** this Novation Agreement has been entered into on the date above.

Signed by

**INFO-COMMUNICATIONS MEDIA  
DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Name:

Title:

Date:

\_\_\_\_\_  
For and on behalf of

**[NAME OF TRANSFEROR]**

\_\_\_\_\_  
Name:

Title:

Date:

\_\_\_\_\_  
For and on behalf of

**[NAME OF TRANSFEREE]**

\_\_\_\_\_  
Name:

Title:

Date:

**ANNEX A**

**The following Agreement herein before referred and made between IMDA and the Transferor on the date as stated:-**

S/N	Title of Project	Project Code	Date of Letter of Offer (LOF)
1			