

Invitation to Quote
ITQ-CP-1806-500-ZY
(Closing date: 3 Jul 2024 (Tuesday), 3PM)

1) Introduction:

Temasek Life Sciences Laboratory invites the vendor to provide a quotation for Supply and install 3 units of Indoor chilled water FCU system at L3 and L5 lobby and L3 Tissue culture room as specified below:

No.	Item Description	Quantity	Unit of Measurement (UOM)
1	95,000 Btu/hr Indoor Chilled water FCU	1	Unit
2	75,600 Btu/hr Indoor Chilled water FCU	2	Unit

2) There will be a **mandatory site walk for this ITQ. All interested vendors MUST attend the site walk and to register for site walk via email latest by Friday – 21 Jun 2024 at 5.00pm**, to the following Procurement personnel listed below:

- Zhen Ying (email: zhenying@tll.org.sg, Tel: 6872 7470)
- Mary Tan (email: mary@tll.org.sg), Tel: 6872 7015)

Site walk date and time: 24 Jun 2024 (Monday) at 2.30pm

Meeting Venue: 1 Research Link, NUS, Singapore 117604

3) Enclosed Documentation

This Invitation to Quote comprises of the following documents:

- a) Invitation to quote (this page)
- b) Annex A: Required detailed Specification
- c) Annex B: Proposed Offered Price
- d) Annex C: Other required information
- e) Annex D: Conditions of Contract for Quotations

4) It shall be assumed that the quotations meet the specifications in all respects notwithstanding any references to accompanying descriptive brochures / pamphlets. The vendor shall clearly state and indicate areas otherwise in which the quotations are not conforming to the required specifications. All the information provided in this Quotation Offer (including in the Annex A) are correct and true.

5) The vendor should indicate clearly optional and/or non-optional costs, using the template in Annex B, including costs for items not requested in the specifications but additional value-added features/service/work proposed by the vendor (if any)

6) All requested information must be duly provided. TLL reserve the rights not to consider any quotation with incomplete document and inaccurate information.

7) Quotation should be valid for a period of **90 days** from the date of submission of quotations

- 8) The vendor may bill 100% of the invoice price upon delivery, commissioning/installation or completion of required goods or services with a 30 days net credit term from invoice date.
- 9) For services/installation/equipment value above S\$50,000. TLL may reserve the right for progressive payment and/or 5% retention sum for up to 12 months agreeable to both parties
- 10) Subsequent to progressive or full delivery, commissioning or completion of goods or services, vendor is required to submit the Delivery order, Invoice, Service report of each progressive work whichever is applicable.
- 11) For any enquiries pertaining to the requirement (Annex A), please contact (Procurement) :
Ms. Mary Tan at Tel: 6872 7015, email: mary@tll.org.sg or Ms Zhen Ying at Tel: 6872 7470, email: zhenying@tll.org.sg

12) Annex A: Requirement Specifications

- 1) Supply and install 3 units of Indoor chilled water FCU system at L3 and L5 lobby and L3 Tissue culture room
- 2) Required Quantity: 3 units

S/N:	Description	Compliance Yes / No / Partial
1	Refer to Annex A for specification details	To be stated in Annex A

Please note:

Kindly indicate your compliance on the attached specification of requirements. For non-compliance of specification, the vendor can substitute with an equivalent or better specification. Please give detail breakdown of fee and services.

TLL does not bind itself to accept the lowest or any quotation offers and shall not be bound to assign any reason therefore. TLL also reserves the right in the exercise of its absolute discretion to accept any part or in full and /additional units if any quotation if necessary.

Evaluation Criteria

The following criteria will be used in the evaluation of the Quotation based on the following assessment, as ranked in the following order of relative importance:

Cost Competitiveness (40%)

Specification (60%)

Annex B: PROPOSED OFFERED PRICE

For Vendor to enclose the breakdown of the Items Price (if applicable)

No	Description	Quantity	UOM	Unit Price (SGD)	Total Price (SGD)	Remarks
1	Supply and install one new unit of indoor chilled water system FCU with at least 95,000 Btu/hr including new actuator valve c/w necessary fittings & jacketing work for controls ,one unit of digital thermostat, and new secondary water tray c/w insulation at L3 Tissue Culture room	1	Unit	6800.00	6800.00	
2	Supply and install one new unit of indoor chilled water system FCU with at least 75,600 Btu/hr including new actuator valve c/w necessary fittings & jacketing work for controls ,one unit of digital thermostat, and new secondary water tray c/w insulation at level 3 and level 5 lobby	2	Unit	5800.00	11600.00	
3	Supply labours and tools for dismantling existing 2 units of FCU, pipings, ducting and ceiling and disposal, including: - Reconnections and modification of pre-insulated chilled water piping c/w PU jacketing works after connections and pressure testing to fit out for new installation of CHW FCU - Ductwork reconnections to existing ducting and make good secure - Layout new drainage pipings to nearest drain point c/w insulation applies	1	Lot	8800.00	8800.00	

4	Electrical wiring work - Supply labour and material to install new electrical accessories and equipment c/w control cable and testing for new FCU and actuator valve, including make good of dismantle ceiling with necessary touch up after end works	1	Lot	9800.00	9800.00	
	TOTAL PRICE (S\$) exclude GST				37,000.00	
Warranty Period		At least 1 year				
Payment Term		30 days / Month				
Delivery Period		1 week				
Offer Validity Duration		90 Days (*Unless specified by Buyer)				

Annex C: List of Client References: (if required)

Client references should constitute of clients whom the contractor provide the supply of goods or services to within the last 3 -5 years

Reference 1

Company/Organization	
Name of client	
Contact name /Email	
Description of item supply	

Reference 2

Company/Organization	
Name of client	
Contact name /Email	
Description of item supply	

ANNEX D

TERMS AND CONDITIONS FOR QUOTATIONS

1. DEFINITIONS

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings respectively ascribed to them:

“Acceptance Test” means the acceptance test conducted by TLL in accordance with its procedures and methods as it may in its absolute discretion deem fit for purposes of confirming and verifying that all functions, features and performance of the Goods meet the standards and requirements set out in the technical specifications in the Quotation.

“Award Notification” means the award notification issued by TLL to the successful Contractor to indicate that TLL has accepted a part or whole of the Quotation.

“Confidential Information” means any and all information disclosed by TLL or on its behalf to the Contractor whether in writing, orally, in drawings or any other form or otherwise acquired by the Contractor in the course of his performance of this Contract, including without limitation to information relating to TLL’s inventions, development or experimental work, techniques, processes, information technology, trade secrets, formula, ideas, technical information, copyright, trade marks, patents, designs, intellectual property and industrial property of any form and nature, commercial, marketing, investment and financial information, business and goodwill, clients, employees or business partners except to the extent that such knowledge or information is or becomes part of public knowledge as evidenced by independent documentary evidence and provided such public disclosure is not through a breach of the confidentiality obligations of the Contractor hereunder or is or has been lawfully disclosed, furnished or made known to the Contractor by any third party who is not under an obligation of confidentiality to TLL.

“Contract Price” means the price payable to the Contractor for the full and proper performance by the Contractor of this Contract as determined under the provisions of this Contract and in law and which is exclusive of applicable Singapore Goods and Services Tax.

“Contractor” means the successful supplier awarded with this Contract by TLL.

“Goods” means all goods, including items or parts thereof which the Contractor is required to supply under this Contract.

“Invitation to Quote” or **“ITQ”** means the invitation to quote issued by TLL.

“Purchase Order” means the purchase order issued by TLL to the Contractor for the supply of the Goods and/or performance of Services in accordance with the Quotation.

“Quotation” means a quotation submitted by the Contractor.

“Services” means the work required to be performed by the Contractor under this Contract.

“SESAMi” means the eProcurement system or portal used by TLL to carry out the procurement of Goods and/or Services electronically.

“SESAMi T&C” means the terms and conditions of SESAMi provider governing the use of the SESAMi.

“Terms and Conditions” or **“T & C”** means these terms and conditions.

“this Contract” means (a) the Award Notification; (b) Purchase Order; (c) TLL’s Invitation To Quote issued through the SESAMi; (d) the Quotation or offer (submitted through the SESAMi) and any subsequent clarifications and replies; (e) these T & C; and (f) the specifications and samples or where a formal agreement is executed, shall mean the formal agreement executed between TLL and the Contractor.

“TLL” means Temask Life Sciences Laboratory Limited.

2. INVITATION AND ACCEPTANCE OF QUOTATION

- 2.1 By submitting a Quotation to an Invitation to Quote, the Contractor is deemed to have agreed to these T & C, and any Quotation that varies these T & C shall not be binding on TLL. In the event of any conflict or inconsistency between these T & C and the Quotation, these T & C shall prevail.
- 2.2 The Quotation shall constitute an offer by the Contractor to supply the Goods and/or perform the Services.
- 2.3 TLL is not obliged to accept the entire Quotation. Unless the Contractor stipulates to the contrary in the Quotation, TLL reserves the right, at its sole discretion, to accept the Quotation in part or in whole by issuing an Award Notification to the successful Contractor to that effect. Thereafter, TLL may also issue a Purchase Order requiring the Contractor to supply the Goods and/or the Services. The Award Notification and the Purchase Order shall together create a binding contract between TLL and the successful Contractor for the supply to TLL, of the Goods and/or the Services (or such part thereof that is the subject of the acceptance) at the price(s) stated in the Quotation.
- 2.4 Unless otherwise expressly agreed in writing, the Award Notification, Purchase Order, TLL’s Invitation To Quote issued through the SESAMi, the Quotation (submitted through the SESAMi) and any subsequent clarifications and replies, these T & C, the specifications and samples and TLL’s Purchase Order shall form the terms and conditions governing the contract between TLL and the successful Contractor or where a formal agreement is executed, the terms and conditions thereunder shall govern the contract between TLL and the successful Contractor (**“this Contract”**). For the avoidance of doubt, unless otherwise expressly agreed in writing between TLL and the successful Contractor, in the event of any conflict between these T & C and any of the aforesaid documents, these T & C shall apply.

2.5 TLL reserves the right to reject the Quotation and is not obliged to accept the lowest Quotation or the entire Quotation, nor obliged to provide any reasons for non-acceptance of a Quotation. TLL shall not be obliged to correspond with any contractor regarding the reasons for non-acceptance of the Quotation.

2.6 TLL also reserves the right to amend any terms in, or to issue supplementary terms to the ITQ at any time prior to its closing date.

3. SCOPE OF CONTRACT

3.1 The Contractor shall supply all items of Goods and/or perform the Services in accordance with this Contract, to the exclusion of any other terms and conditions in the Quotation which has not been accepted by TLL. Unless otherwise stated in this Contract, all Goods shall be merchantable.

3.2 Without limiting the generality of **Clause 3.1**, the Contractor shall:-

3.1.1 supply and do all things including but not limited to provision of equipment, materials, personnel and transportation required for proper performance and completion of this Contract;

3.1.2 supply the Goods and/or perform the Services with due diligence, skill and workmanship and efficiency expected of a supplier supplying similar goods and services to the Goods and Services;

3.1.3 comply with the industry practices and standards; and

3.1.4 comply with all applicable laws and regulations.

4 DELIVERY AND RISK

4.1 The Contractor shall deliver the Goods and perform the Services by the delivery and/or performance date (if any, specified in the ITQ or this Contract) and in the manner specified in this Contract.

4.2 Time shall be of the essence for delivery of the Goods and/or the performance of the Services.

4.3 If the delay in delivery of Goods and/or performance of Services is due to any event of force majeure, namely, act of God, unusually severe weather, fire, flood, riots and civil commotions, strikes, lock-outs or other causes beyond the Contractor's reasonable control, the Contractor shall for the duration of any such circumstance, be relieved of his obligation to deliver any such Goods or render such Services thereby affected but the provisions of this Contract shall remain in full force with regards to any Goods or Services unaffected by such circumstances.

4.4 Save in the case of force majeure described above, if the Contractor fails to deliver or perform by the date specified in this Contract, TLL reserves the right to cancel all or any items of Goods and/or Services from this Contract without compensation and obtain substitute goods or substitute services from other sources and all increased costs incurred shall be deducted from any monies due to the Contractor or be recoverable as damages. TLL also reserves the right to recover liquidated damages at the rate(s) stipulated in this Contract until the Goods are delivered or the Services are rendered unless such delay is caused by TLL. The Parties acknowledge and agree that the liquidated damages is a genuine pre-estimate of the loss and damage that will be suffered by TLL in the event of the Contractor's failure to meet the agreed completion dates.

4.5 TLL is entitled to reject any goods or services not delivered or performed in accordance with TLL's ITQ (including without limitation, in description, quantity or quality) without incurring any liability to the Contractor.

- 4.6 The Contractor shall at his own cost, upon TLL's written notification, remove and replace Goods found upon delivery to be damaged, defective or inferior to approved samples or not in compliance with this Contract failing which, TLL shall be entitled to obtain replacements from other sources or make good any damage in any manner it deems fit and all costs so incurred shall be recoverable from the Contractor by deducting from any monies due to the Contractor under this Contract. The receipt of Goods or Services by TLL shall not relieve the Contractor from replacing defective or damaged Goods or for rectifying deficient Services.
- 4.7 Title to the Goods shall pass from the Contractor to TLL only upon successful completion of the Acceptance Test, or if there is none, upon delivery to TLL at the location specified in this Contract. The risk of loss and damage to the Goods shall only pass from the Contractor to TLL after the Goods have been received by TLL at its premises in Singapore. Where Goods are received by the Contractor for the purpose of modification, replacement, repair or rectification, the risk of loss or damage to the Goods shall be borne by the Contractor until the Goods are re-delivered and received by TLL in its premises in Singapore.

5 CONTRACTOR'S WARRANTIES AND PRODUCT OR SERVICE WARRANTY

- 5.1 The Contractor warrants to TLL that:
- 5.1.1 the Goods and/or Services are suitable for, shall meet the requirements set out in the technical specifications in the Quotation and fit for the purpose for which it is required by TLL;
 - 5.1.2 the Goods when operational, shall meet the standards of the Acceptance Test;
 - 5.1.3 all information and data provided in the Quotation are accurate; and
 - 5.1.4 the performance of this Contract and use of the Goods by TLL shall not infringe any patent, trade mark, design, copyright, trade secret or other intellectual or industrial property right whether registered or not or other property right of any third party and it shall obtain without charge to TLL, any licenses required for purposes of performance of this Contract from any third parties in respect of such rights.
- 5.2 All other equipment, goods, materials, supporting documentation and services not mentioned or included in the Quotation which may be required for proper operation and functioning of the Goods in order to comply with the standards of the Acceptance Test shall be provided by the Contractor to TLL free of charge.
- 5.3 Unless otherwise agreed in this Contract or in writing between the Parties, the warranty period shall commence upon successful completion of the Acceptance Test or if there is none, the date of receipt of the Goods or the date of acceptance of the Services in Singapore and be for a period of twelve (12) months ("**Warranty Period**").
- 5.4 During the Warranty Period, if any Goods are found:
- 5.4.1 to be defective in design, materials or workmanship; or
 - 5.4.2 not in compliance with this Contract or any specifications incorporated in this Contract by written agreement or by reference or otherwise; or
 - 5.4.3 after having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, nevertheless failed to function properly or failed to meet any technical specification in the Quotation or provided by the Contractor in relation to the Goods;

then unless it is shown that the foregoing is caused solely by improper use or mishandling by TLL, the Contractor shall, at its own cost (including shipping, delivery, transportation costs, customs, excise and duties), upon receipt of TLL's written notification, replace, rectify or completely repair the damaged or defective Goods, within thirty (30) days from the date of such written notification or within a mutually agreed time period. The warranty period for the replacement or repaired Goods shall be extended by a period equivalent to the period commencing from the date of notification to the date of acceptance of the repaired or replaced Goods by TLL in Singapore. In the event that the warranty period (after such

extension) outstanding at the date of acceptance is less than one month, the warranty period shall be extended by a further period of one month.

- 5.5 During the Warranty Period, if any Service performed is found to be deficient, the Contractor shall likewise, upon receipt of TLL's written notification, at its own cost, re-perform the same within thirty (30) days of receipt of TLL's written notification or within a mutually agreed time period. The warranty period for the re-performed Service shall be extended by a period equivalent to the period commencing from the date of notification to the date of completion of the re-performed Service. In the event that the warranty period (after such extension) outstanding at the date of completion is less than one month, the warranty period shall be extended by a further period of one month.

6 PAYMENT

- 6.1 Within thirty (30) days from the date of receipt of the Contractor's invoice in respect of any Goods delivered and Services performed in accordance with **Clause 4** of these T & C, provided the invoice has been issued in accordance with TLL's requirements and has not been disputed by TLL, TLL shall make payment of the Contract Price of the Goods so delivered and Services so performed to the Contractor provided always that such payment shall not be considered as evidence of the quality of any Goods and Services to which such payments relate nor shall it relieve the Contractor from his obligations under this Contract.
- 6.2 Where TLL and the Contractor have agreed in writing to partial delivery of the Goods or Services, payment will be made in respect of each such partial delivery in accordance with **Clause 6.1**.
- 6.3 Without prejudice to any rights which TLL may have against the Contractor, TLL may at its sole option, demand in writing from the Contractor, refund of any part or whole of the payments of the Contract Price under this Contract if the any part or whole of the Goods fails the Acceptance Test in any aspect or if the part or whole of the Goods does not meet the technical specifications in the Quotation.

7 TERMINATION

- 7.1 TLL may terminate this Contract immediately by written notice if the Contractor is unable to pay its debts, becomes bankrupt, insolvent or enters into compulsory or voluntary liquidation or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed over its undertaking or assets or possession of or execution on any part of such undertaking or assets is taken or levied by creditors or other similar action occurs to the Contractor in any jurisdiction or the Contractor ceases for any reason to carry on business.
- 7.2 TLL may terminate this Contract by giving a seven (7) days' notice in writing to the Contractor where the Contractor has breached or failed to observe any term of this Contract or failed to perform his obligations in the manner contemplated under this Contract and where the breach is remediable, has failed to remedy the failure or default within a period of fourteen (14) days from the date of receipt of TLL's notice in writing requiring the Contractor to remedy.
- 7.3 Notwithstanding **clauses 7.1** and **7.2** above, TLL may terminate this Contract without cause by giving the Contractor not less than fourteen (14) days' prior written notice and in the event of such termination, the Contractor shall be paid a pro-rated amount based on the Goods delivered or Services completed as at the effective date of termination and the Contractor shall be entitled to no further compensation.
- 7.4 Upon expiry or termination of this Contract for any reason, the Contractor shall immediately cease use of any materials and/or information provided by TLL and shall return the same to TLL unless otherwise notified in writing by TLL to the contrary.

- 7.5 Termination of this Contract for whatever reason shall however not prejudice or impair any antecedent right or obligation of Parties that accrued prior to termination.

8 CONFIDENTIALITY

- 8.1 The Contractor shall hold and keep in strictest confidence at all times, all Confidential Information and shall not disclose the Confidential Information to any person except as permitted by this Contract or with the prior written consent of TLL. The Contractor shall not copy or reproduce the Confidential Information in any form whatsoever except to the extent necessary for purposes of performing this Contract and further undertakes to use the Confidential Information only for purposes of performing this Contract.
- 8.2 The Contractor shall only disclose the Confidential Information to those of its employees or sub-contractors who are directly involved in the performance of this Contract and strictly on a need-to-know basis, provided that these employees or sub-contractors are made aware of these confidentiality obligations and have given a written undertaking to observe these confidentiality obligations. In the event of any breach of any of these confidentiality obligations by the Contractor's employees and sub-contractors, the Contractor shall be solely liable and take all measures (including but not limited to court proceedings) to restrain such employees or sub-contractors from unauthorised disclosure or use of the Confidential Information.
- 8.3 At TLL's request, the Contractor agrees to promptly return to TLL or destroy any and all Confidential Information and provide written confirmation duly signed by its authorised representative to that effect.
- 8.4 The Contractor shall not publish any news releases, publicity or marketing materials or make any references, statements or announcements concerning this Contract or TLL, including without limitation, the existence of the Contract, without the prior written consent of TLL.
- 8.5 The Contractor shall immediately notify TLL of any unauthorised disclosure, misappropriation or misuse by any person of any Confidential Information upon the Contractor having knowledge of the same.
- 8.6 In the event of breach of confidentiality by the Contractor, the Contractor acknowledges that monetary damages may not be an adequate remedy and it agrees that TLL shall be entitled to apply to court for the appropriate injunctive relief to stop such breach and he will not object to the same. This is in addition to any other remedy available to TLL at law or in equity.
- 8.7 The provisions under this **Clause 8** shall survive the termination or expiration of this Contract and remain in full force and effect.

9 INTELLECTUAL PROPERTY

- 9.1 Unless expressly agreed in writing by TLL, the Contractor shall not be entitled to use any trade mark, patent, design, copyright, trade secrets or any other intellectual property or industrial property ("IP") owned by TLL or its third party licensors. In the event of breach, TLL shall be entitled to apply for appropriate injunctive relief and this is in addition to any other remedy available to it at law or in equity.
- 9.2 Unless otherwise expressly agreed in writing by TLL, all rights not granted by TLL to the Contractor in respect of its IP remain reserved to and is the absolute property of TLL.
- 9.3 Any IP in any results, report, data or information generated or produced by TLL or another person on behalf of TLL as a result of this Contract shall be owned by TLL. All right, title and interests in any IP which result from or are generated pursuant to or created for the purposes of this Contract shall also vest in TLL. The Contractor shall execute all documents

and do all acts and things necessary to properly assign or vest ownership of such IP in TLL absolutely.

10 GIFTS, INDUCEMENTS AND REWARDS

If the Contractor shall have offered or given or agreed to give to any person, any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to obtaining or execution of this Contract with TLL or for showing or forbearing to show favour to any person in relation to any Contract with TLL, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or the Contractor or any person employed by him or acting on his behalf shall have committed an offence under Chapter IX of the Penal Code (Cap. 224) or the Prevention of Corruption Act (Cap. 241) or the Contractor or any person employed by him shall have abetted or attempted to commit such an offence or shall have given any fee or reward, the receipt thereof is an offence under Chapter IX of the Penal Code (Cap. 224) or the Prevention of Corruption Act (Cap. 241), TLL may therefore terminate this Contract and recover from the Contractor, any loss resulting from such termination.

11 EXCLUSION OF LIABILITY

To the maximum extent permitted by applicable laws, TLL, its employees, officers and agents shall not be liable to the Contractor or any third party for any direct, indirect, consequential or punitive loss or damage or for any loss of data, profit, revenue or business, whatsoever and howsoever caused whether arising out of any negligence (with the exception of death or personal injury resulting from TLL's own negligence) or breach of these T & C or otherwise even if that loss or damage was foreseeable by, or the possibility of it was brought to the attention of TLL.

12 INDEMNITY

The Contractor shall indemnify and hold TLL, its officers, employees, agents, associates and business partners harmless at all times against all actions, proceedings, costs, claims, expenses (including legal costs on a fully indemnity basis), losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever, including without limitation to personal injury and death, property damage and infringement of third party intellectual property rights which TLL, its officers, employees, agents, associates and business partners may sustain, incur, suffer, or pay arising out of, in connection with or pursuant to, these T & C or to the provision of the Goods and Services or any act or omission of the Contractor thereof, in particular in relation to any breach and / or non-compliance by the Contractor of the T & C herein. This indemnity shall be separate and independent obligation from any other obligation owing to TLL.

13 INSURANCE

The Contractor shall be responsible for maintaining appropriate public liability insurance or like insurance from reputable insurance carriers in respect of delivery of the Goods or rendering of the Services in the performance of this Contract.

14 GENERAL

- 14.1 A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.
- 14.2 The Contractor shall not assign nor transfer its obligations under this Contract without prior written consent of TLL. This Contract shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of either party. Notwithstanding

any permitted sub-contracting or assignment or transfer of this Contract, the Contractor shall remain solely responsible for performance and completion of its obligations under this Contract. Any act, omission, breach or non-compliance of this Contract by its sub-contractors shall be deemed to be the act, omission, breach or non-compliance of the Contractor whether or not authorised by the Contractor.

- 14.3 This Contract constitutes the entire agreement between the parties and supersedes and cancels in all respects all previous agreements and undertakings between the parties hereto with respect to the subject matter hereof whether such be written or oral. Each party confirms that it has not relied on any representation not recorded in this document inducing it to enter into this Contract. The parties also acknowledge and agree that they have had the opportunity to fully negotiate this Contract and that, as such, this Contract should not be read more or less favorably for either party.
- 14.4 None of the provisions herein may be varied or amended except by the written agreement of the parties and signed by their respective authorized representatives thereof. In the event that any provision of this Contract is found to be invalid, unenforceable or illegal for any reason, such invalidity, unenforceability or illegality shall not affect the remaining provisions of this Contract which shall remain in full force and effect.
- 14.5 The waiver by either party of a breach or default of any of the provisions of this Contract by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power privileges that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 14.6 The relationship between the parties created by this Contract shall be that of independent contractors, and nothing contained herein shall be construed as constituting a partnership, agency or relationship of employer and employee between the parties.

15 INCOTERMS

When used in this Contract, 'Incoterms' means Incoterms 2018 published by the International Chamber of Commerce, which shall be deemed to be incorporated into and form an integral part of this Contract. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in this Contract, but if there is any conflict between the provisions of Incoterms and this Contract, the latter shall prevail.

16 PERSONAL DATA PROTECTION

- 16.1 The Contractor shall comply with the Personal Data Protection Act 2012 of Singapore (Act 26 of 2012) ("**PDPA**") and all subsidiary legislation related thereto (collectively "**Data Protection Legislation**") with regard to any and all personal data (as defined in the PDPA) that it receives from TLL.
- 16.2 Notwithstanding anything to the contrary, the Contractor shall indemnify and at all times hereafter to keep TLL indemnified against any and all losses, damages, actions, proceedings, costs, claims, demands, liabilities (including legal costs on a fully indemnity basis) which may be suffered or incurred by TLL or asserted against TLL by any person, party or entity whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of any breach of any of the provisions in this Clause.

17 GOVERNING LAW AND JURISDICTION.

- 17.1 This Contract shall be governed by and interpreted in accordance with the laws of the Republic of Singapore.

- 17.2 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") for the time being in force which rules are deemed incorporated by reference to this Clause. The Tribunal shall consist of one arbitrator to be appointed by the Chairman of the SIAC. The language of the arbitration shall be English.