



1. DEFINITIONS

“Contract” means the legally binding contract arising from University’s acceptance of the Supplier’s Quote, such contract comprising, in order of ascending precedence,; (a) the ITQ/ITT; (b) the Quote; (c) these SMU PO Terms and Conditions; and (d) the Letter of Acceptance. Where any Purchase Order is issued under the Contract, the same shall form part of the Contract. This may comprise of all or parts of the list above

“Invitation to Quote” or **“ITQ”** means a written invitation by University to quote for certain goods and/or services as specified in said invitation.

“Invitation to Tender” or **“ITT”** means a written invitation by University to quote for certain goods and/or services as specified in said invitation.

“Letter of Acceptance” or **“LoA”** means the document issued by University to the Supplier confirming University’s acceptance of the Supplier’s Quote.

“Purchase Order” means the document issued by University to the Supplier which details the items and/or services which University agrees to purchase at the price as agreed between University and the Supplier in the Contract.

“Quote” means the quotation submitted by an individual or entity in response to an ITQ/ITT.

“Supplier” means the individual or entity who submits a Quote in response to an ITQ/ITT.

University” or **“SMU”** means Singapore Management University, (Company Registration Number 200000267Z), includes all its autonomous institutes, colleges, schools, divisions, departments, research entities, subsidiaries and related corporations (as defined in the Companies Act (Cap. 50), and any officer authorized by the University to act on its behalf

2. THE CONTRACT

- 2.1 By submitting a quote (“**Quote**”) in response to the University’s written request to do so, or submitting a Quote in response to an Invitation to Quote (“**ITQ**”) or Invitation to Tender (“**ITT**”), as applicable, the Supplier unconditionally accepts these Terms and Conditions. The University’s acceptance of the Supplier’s Quote through issuing a Letter of Acceptance to the Supplier or other written acknowledgement of an award of a contract to the Supplier in connection with the Quote, as the case may be, shall create a legally binding written contract to supply the goods or services offered in the Quote under these Terms and Conditions (“**Contract**”).
- 2.2 The Supplier acknowledges and accepts that these Terms and Conditions take precedence and supersede any other terms and conditions referred to, offered, or relied on by the Supplier at any stage in any dealings between the Supplier and the University. Without prejudice to the foregoing, the Supplier further acknowledges and agrees that the University will not be bound by any terms or conditions endorsed upon, delivered with, or contained in, the Quote, specifications or any other documents, regardless of whenever the same is introduced in the course of dealings between the Supplier and the University in respect of the Contract, unless the University specifically states so in writing that it agrees to any such terms.



3. ACCEPTANCE AND AWARD

The University reserves the right to accept or reject all or any part of a Quote and to award the Quote in any manner deemed in the best interest of the University.

4. ALTERATION OF QUOTE

Quote shall be altered or amended after the closing date of the ITQ/ITT. This can only be done in written with the agreement from both parties.

5. APPLICABLE LAW

The Contract shall be governed by the laws of Singapore and parties agree to submit to the jurisdiction of the Singapore Courts. A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

6. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Supplier shall not assign, transfer or subcontract any portion of the Contract without the University's express written consent. The University may, without the Supplier's consent, transfer or assign the Contract to any of its affiliates. All rights and obligations shall inure to the benefit of and be binding on any permitted transferee, assignee or successor of each party.

7. CODE OF CONDUCT

The Supplier represents and warrants that it complies at all times with the University's Code of Conduct, which may be amended from time to time. The University may audit the Supplier's conformance to it.

8. CONFORMANCE WITH LAW AND CONTRACT

8.1 No alteration of the delivery, price, quality, quantities or specifications of the Contract shall be allowed without the University's prior written consent. The Supplier warrants that its performance of the Contract, including the supply of the goods or services, will be in accordance with applicable law. The Supplier shall obtain and maintain all licenses, permits, certifications and regulatory authorisations without any restriction or qualification whatsoever so as to enable the Supplier to fulfil all its obligations under the Contract. If the Supplier fails to perform in accordance with the Contract, or is in breach of it, or becomes insolvent or otherwise unable to pay its debts, and without prejudice to any other rights or remedies the University may have under the Contract or otherwise, the University shall have the right, at its option, to:

- (a) require the Supplier to promptly cure such breach by delivering conforming goods, or promptly re-perform the services, at no additional charge or expense to the University;
- (b) source the goods or services from a third party supplier, with the Supplier to bear the difference between the price paid or payable by the University for the goods or services and the price paid or payable by the University to that third party supplier;
- (c) demand the Supplier refund the price paid for the goods or services; or



(d) terminate the Contract and recover all damages, losses, costs and expenses in connection with the breach.

8.2 The Supplier agrees to comply with any such option exercised by the University.

9. CANCELLATION OR REDUCTION OF GOODS AND SERVICES

The University may at any time, in its sole and absolute discretion, without liability to the Supplier, elect to cancel all or any such items of goods or services from the Contract or reduce the scope of the Contract for any reason.

10. DELIVERY

Delivery or performance of any goods or services must be made by the date, time and place as stated in the Contract. Incoterms 2010 or the then prevailing Incoterms in force at the time of the Contract shall apply. If not stipulated in the Contract, the price and rates shall be deemed to be on a Delivered Duty Paid (“DDP”) basis. The University may reject any goods or services not delivered or performed on the date, time and place stated.

11. FORCE MAJEURE

A party is not liable for a failure to perform any of its obligations if: (a) that the failure was due to war, riot, revolution, act of piracy, act of sabotage, violent storm, cyclone, earthquake, tidal wave and floods which are not seasonally expected; (b) it could not reasonably be expected to have foreseen its effect upon its ability to perform at the time of the conclusion of the Contract; and (c) it could not reasonably have avoided or overcome it. The affected party shall promptly notify the other party of any such event. If the affected party is the Supplier and such event lasts longer than ten (10) days, the University may, without any penalty, liability or further obligation, terminate the Contract.

12. INDEMNITY

The Supplier shall indemnify, defend and hold harmless the University, its directors, officers and affiliates from and against any and all claims, losses, damages, liabilities, suits, judgments and expenses in connection with, either directly or indirectly, the goods or services, or the use or incorporation of it, or the performance or non-performance of the Contract, or from any act or omission by the Supplier, its employees and representatives.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Supplier warrants that the goods or services do not infringe any and all intellectual and industrial property rights, including any and all rights in relation to inventions, patents, copyrights, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts and know-how (“Intellectual Property”).

13.2 The Supplier shall indemnify the University, its directors, officers and affiliates from and against any and all claims that such Intellectual Property infringes third party rights including any costs, charges and expenses in respect thereof. The Supplier grants the University and its affiliates a non-exclusive, worldwide, perpetual, unconditional and royalty free license to use,



reproduce, modify, adapt, integrate or develop the Intellectual Property in connection with the goods or services.

14. MISCELLANEOUS

- 14.1 Any notice, waiver, request, consent or approval required or permitted to be given in connection with the Contract shall be sent by email, hand, courier or registered mail to the intended recipient at its address set forth in the Contract or to any other business address furnished in writing by the intended recipient to the sender. The date of receipt shall be the date when received by the recipient.
- 14.2 The Supplier acknowledges that each task or specific activity may not be listed out in the Contract, accordingly confirms that any incidental, consequential or ancillary tasks, services or activities required to be performed for successful delivery and completion of the goods or services shall be deemed to be included in the Quote. The Supplier shall not be entitled to any additional charges or payment for any such tasks, services or activities.
- 14.3 Failure by the University to insist on performance of a term or condition of the Contract, or to exercise any right or remedy, is not a waiver of any other term, condition or breach. If any enforceable term, provision, undertaking or restriction contained in the Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of the terms, provisions, undertakings and restrictions contained herein will remain in full force and effect and will in no way be affected, impaired or invalidated.
- 14.4 References to "or" shall include a reference to "and" if the context permits or requires.

15. PAYMENT TERMS

- 15.1 E-Invoices issued via eProcurement System are highly recommended. Unless otherwise specified in writing, payment shall be made after thirty (30) days of the receipt of proper E-invoice from the Supplier and complete and proper delivery of the goods or services.
- 15.2 All additional charges such as shipping, installation or other costs must be fully itemized with the Quote. Charges not specified at the time of the Quote will be deemed to be included within the Quote.
- 15.3 All duties and taxes, if any, imposed in Singapore or elsewhere on any supply of goods or services shall be borne by the Supplier, with the exception of GST pursuant to the Goods and Services Tax (Cap 117A) ("GST Act"). All rates and prices quoted shall be exclusive of GST chargeable on the supply of the goods or services. If the Supplier is a taxable person under the GST Act, the University will pay the Supplier, in addition to the rates and prices proposed, the GST chargeable on the supply of goods or services provided pursuant to the Contract. Any invoice or other request for payment of monies due to the Supplier under the Contract shall, if it is a taxable person for the purpose of the GST Act, be in the same form and contain the same information as if it were a tax invoice for the purposes of the regulations made under the GST Act.
- 15.4 All bank charges imposed by the Supplier's receiving bank for any payment made by University to the Supplier under the Contract shall be borne by the Supplier.
- 15.5 Acceptance of the goods or services or any payments made by the University shall not prejudice the University's right thereafter to contest any invoice or challenge or reject any goods or services that does not conform to the Contract. The University may withhold, deduct or set off the price of any non-conforming goods or services and any other sums due to the Supplier from the University against any payment due from the University to the Supplier.



16. PERSONAL DATA PROTECTION

16.1 For the purposes of the Contract, the Supplier shall collect, use, disclose and process personal data in full compliance with the Personal Data Protection Act 2012 (No. 26 of 2012) ("**PDPA**") and with any written directions issued by the University relating thereto. In this respect, the Supplier agrees to:

- (a) collect, use and disclose personal data only with the consent of the individual to whom the personal data relates, except where the University has notified the Supplier in writing that such consent has not been obtained;
- (b) institute reasonable security arrangements to protect the personal data;
- (c) give the University notice in writing as soon as reasonably practicable should it be aware of any unauthorized disclosure of personal data in its possession or under its control;
- (d) limit disclosure of the personal data to its employees on a need-to-know basis;
- (e) securely destroy the personal data where it is no longer required, or upon being required by the University in writing to do so;
- (f) transfer personal data outside Singapore only as prescribed by applicable law; and
- (g) not send any specified (marketing) message (as defined in the Personal Data Protection Act 2012) except where authorized in writing by the University.

16.2 If the supply of goods and/or services requires the processing of personal data by the Supplier as a data intermediary (as defined in the PDPA), the Supplier agrees to process such personal data in accordance with the PDPA provisions governing data intermediaries.

16.3 The Supplier shall not be relieved of any of its obligations under the Contract if the University permits the Supplier in writing to subcontract any part of the processing of personal data.

16.4 For the purposes of this clause "**personal data**" shall mean data, whether true or not, about an individual who can be identified: (a) from that data; or (b) from that data and other information to which the University or the Supplier has or likely to have access.

17. PROPRIETARY INFORMATION

All information, proposals, applications, briefs, brochures, samples or other documentation submitted by the Supplier for its Quote will become the University's property. The Supplier shall keep such information, proposals, applications, briefs, brochures, samples or other documentation confidential and shall not, without the University's prior written consent, disclose it to any third party, except as needed for the performance of the Contract. The Supplier shall remain responsible for any breach of confidentiality obligations by its employees and representatives. The Supplier shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the University's prior written consent.

18. TITLE AND RISK

The Supplier warrants that upon the earlier of payment for, or delivery of, the goods, the Supplier shall convey to the University good and marketable title to the goods free of any liens or encumbrances of any kind whatsoever. Risk of loss passes upon the University's acceptance of the conforming goods. Title to, and risk of loss for, the services passes to the

University upon proper completion of the services free of any liens or encumbrances of any kind whatsoever.

19. TERMINATION

19.1 The University may terminate the Contract, in whole or in part, at any time and for any reason, by written notice to the Supplier. Upon receipt of such notice, the Supplier will, unless otherwise directed:

- (a) immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of the Contract; and
- (b) terminate all subcontracts in so far as such orders or subcontracts are chargeable to the Contract.

19.2 The University shall have no liability to the Supplier beyond payment of any balance owed for goods purchased hereunder and properly delivered, or services performed and accepted by the University, prior to the Supplier's receipt of the termination notice. In particular, the University shall not be liable for any payment to the Supplier if termination is due to the Supplier's breach. The University shall, in the case of any such termination, have no liability to compensate the Supplier for any loss of profit, loss of revenue, loss of business, or any indirect, special, punitive or consequential losses or damages whatsoever.

20. WARRANTY

The Supplier warrants that all goods supplied to the University under the Contract are free from defects in material, workmanship and design, suitable for the purposes intended or implied, and in compliance with all specifications. The Supplier warrants that all services are performed in accordance with the best industry practices by qualified personnel trained and experienced in the appropriate fields and in compliance with the specifications.