
PART 2: CONDITIONS OF CONTRACT

TENDER NO. 2026-01 – PROVISION OF ARMED GUARD AND ARMORY SERVICES AT THE NATIONAL SHOOTING CENTRE FROM OCTOBER 2026 TO SEPTEMBER 2029 WITH THE OPTION TO EXTEND FOR ANOTHER ONE YEAR

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1 DEFINITIONS

1.1 In these Conditions and in all the other documents comprised in the Invitation to Tender, unless the context otherwise requires: -

- (a) **"Confidential Information"** means (1) all information disclosed to or obtained by the Contractor in connection with and during the term of the Contract and which relates to SSA's past, present and future operations, plans, development and other activities; and/or (2) all items prepared for or submitted to SSA in connection with the Services, including drafts and associated materials BUT shall not include any information which was previously known to the Contractor without obligation of confidence.
- (b) **"Contract"** includes the Tender, Letter of Acceptance, any Purchase Order or equivalent issued by SSA to the Contractor for the performance of the Services and any other documents agreed to in writing by SSA, amplifying or modifying the Tender.
- (c) **"Contract Period"** means the duration of the Contract as set out in Clause 6.
- (d) **"Contractor"** means the successful Tenderer who has been awarded the Contract by SSA, and includes its permitted assigns offering to perform the Services.
- (e) **"Extra Work"** means the extra work to be performed by the Contractor, which is outside the scope of the Contract.
- (f) **"GST"** means the Singapore Goods and Services Tax chargeable on the supply of any goods and/or services in accordance with the Goods and Services Tax Act (Chapter 117A).
- (g) **"Invitation to Tender"** means the invitation to participate in this procurement exercise and comprises all tender documents made available to the Tenderer inclusive of the Covering Letter, Form of Tender, Instructions to Tenderer, Conditions of Contract, Requirement Specifications, Form of Tender and the Price Schedule templates, Evaluation Criteria and any other documents and forms enclosed.
- (h) **"IP"** means intellectual property and IP rights and shall include, without limitation, any patent, right in relation to invention, copyright, design right, registered and unregistered trade mark and service mark, get-up, goodwill, geographical indication, know-how, trade secret, integrated circuit topography, and any other industrial, proprietary or protected right similar to the foregoing.
- (i) **"Letter of Acceptance"** means the letter issued by SSA on award of the Tender to the successful Tenderer (i.e. the Contractor), in the manner described in Paragraph 11.6 of the Instructions to Tenderer (Part 1).

- (j) **"Parties"** means SSA and the Contractor, and "Party" means either of them.
 - (k) **"Payment Schedule"** means the payment schedule set out in Schedule C of these Conditions of Contract.
 - (l) **"Price Schedule"** means the price schedule setting out the Tender Price, submitted in accordance to Annex A of the Form of Tender (Part 5).
 - (m) **"Person"** includes a corporation, a firm, a body corporate or unincorporated, or an association.
 - (n) **"Period Contract"** means the Contract under which orders for Services to be supplied shall be given from time to time in writing by SSA.
 - (o) **"Purchase Order"** means the written order for Services to be supplied under Period Contract.
 - (p) **"Services"** means the services which the Contractor is required to perform under the Contract.
 - (q) **"SSA"** means the Singapore Shooting Association and includes any officer authorised by SSA to act on its behalf in this matter.
 - (r) **"Tender"** means the tender of the Contractor submitted in response to the Invitation to Tender, in accordance to the Form of Tender (Part 5).
 - (s) **"Tender Price"** means the prices/rates/fees specified in the Tender for the performance of the Services and where the prices/rates/fees have been varied in accordance to the Instructions to Tenderer (Part 1) or the Conditions of Contract (Part 2), it shall refer to such varied amount.
- 1.2 The headings are for convenience only and not for the purpose of interpretation.
- 1.3 Unless the context otherwise requires, words (including the words defined herein) denoting the singular number only shall include the plural and vice versa; references to "Clauses" and "Schedules" are to be construed as references to clauses of and schedules to the Contract; any reference to any gender includes every gender; and any reference to any statute or to any provisions of any statutes shall be construed as a reference to any statutory modification or re-enactment thereof and to any regulations or orders made thereunder and from time to time in force in Singapore.

2 SCOPE OF CONTRACT

- 2.1 The Contractor shall perform the Services in accordance with the Contract in every respect and to the direction and satisfaction of SSA.

3 SECURITY DEPOSIT

- 3.1 For the due and faithful performance of the Contract, the Contractor shall within the period as stated in the appendix lodge with SSA a Security Deposit for the sum stipulated in the Appendix. The Security Deposit shall either be in the form of cash or, in lieu of cash, a Banker's Guarantee/ Performance Bond substantially similar to the specimen Banker's Guarantee/ Performance Bond as shown in Schedule D issued by a bank or insurance company registered with the Monetary Authority of Singapore. The Performance Bond may also be issued by a licensed finance company registered with the Monetary Authority of Singapore if the Security Deposit does not exceed **three hundred thousand Singapore dollars (S\$300,000)**.
- 3.2 All charges incurred by the Contractor in obtaining and maintaining the Security Deposit shall be met by the Contractor. The Security Deposit shall be valid for the period as stated in the Appendix after the performance of all Services under the Contract. In the case of a Period Contract, the performance of the Services under the Period Contract shall refer to the performance to be made pursuant to a Purchase Order or equivalent raised on the last date of the Period Contract for the Services with the longest delivery lead time. In the event the delivery is deferred for any reason, the Security Deposit shall be correspondingly extended by the Contractor at its own expense. At the end of the said validity period (or extension) of the Security Deposit, the Security Deposit (or any balance thereof remaining for the credit of the Contractor) shall be released and refunded without interest subject to any deduction as may be made therefrom.
- 3.3 In the event of any default or breach of any of the obligations by the Contractor under the Contract, SSA may at its sole discretion draw on the Security Deposit to satisfy any liquidated or other damages as may become due to SSA under the Contract if SSA has, prior to drawing on the Security Deposit, notified the Contractor in writing of the default or breach and given the Contractor a minimum period as stated in the Appendix 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 Contractor has failed to comply fully with the notice.
- 3.4 The provisions of this Clause shall not affect the rights and remedies expressly reserved herein to SSA or bar SSA from claiming loss, expense, costs or damages incurred or sustained or likely to be sustained by SSA as a result of any breach of contract of whatsoever nature by the Contractor.

4 CONTRACTOR'S PERSONNEL

- 4.1 The Contractor shall not replace the personnel assigned to provide the Services without the SSA's prior written consent, such consent not to be unreasonably withheld by the SSA. The Contractor shall provide the particulars and profile of the substitute personnel for the SSA's evaluation. Such personnel shall not commence any of the Services unless the SSA gives approval in writing.
- 4.2 The SSA may at its discretion waive the requirement stipulated in Clause 4.1. This does not relieve the Contractor of the obligation to submit the particulars and profiles of the Contractor personnel to the SSA in advance.
- 4.3 The SSA shall not be held liable for delays caused by the Contractor in complying with the requirement stipulated in Clause 4.1.
- 4.4 The SSA reserves the right at any time, by notice in writing, to object to any personnel assigned by the Contractor to provide the Services. The SSA reserves the right not to notify the Contractor of the reason for the aforesaid objection. The Contractor shall remove such personnel from the provision of the Services and furnish suitably qualified and experienced substitute at no additional expense to the SSA.

5 DELIVERY AND PERFORMANCE

- 5.1 The Contractor shall perform and complete the Services during the Contract Period stipulated and, in the manner, specified in the Contract. The Contractor shall thereafter obtain an acknowledgement from SSA. The issue of such acknowledgement shall in no way relieve the Contractor from its responsibility for re-performing deficient Services, even if such re-performance results in the Contractor's obligations under the Contract continuing past the Contract Period.

6 CONTRACT PERIOD

- 6.1 The Contract shall commence on the date stated in the Letter of Acceptance and, unless earlier terminated in accordance with the provisions of the Contract, shall end on the date as stated in the Appendix of the Contract ("Contract Period").
- 6.2 The Contractor shall not withdraw from its obligations under the Contract or terminate or purport to terminate the Contract prior to the expiry of the Contract Period otherwise than pursuant to its right of termination, if any, expressly conferred under the Contract.

7 PAYMENTS

- 7.1 All payments of the Tender Price to the Contractor shall be made in Singapore Dollar (unless stated otherwise) in the amounts and manner prescribed in the Price Schedule and the Payment Schedule (as prescribed in Schedule C). All bank charges, if any, shall be borne by the Contractor and shall be deemed to be included in the Price Schedule.
- 7.2 The SSA shall not pay for the expenses or costs of whatever nature other than those expressly set forth in the Contract. Increases in the cost of labour,

materials, transport charges and other services that may arise after the date of submission of the Tender shall not be to the account of SSA and shall be absorbed and borne by the Contractor and the Contractor shall not have any claim in this respect against SSA.

- 7.3 Late payment by SSA shall not entitle the Contractor to hold SSA liable for any consequential loss arising from such late payment or to suspend or delay the performance of the Contractor's obligations under the Contract.
- 7.4 The Tender Price is exclusive of any GST chargeable on the supply of the Services under the Contract. Subject to the provisions on GST registration in the Instructions to Tenderer (Part 1), SSA shall pay to the Contractor a sum equal to the GST chargeable on the supply to SSA of any goods and/or services by the Contractor in accordance with the Contract.
- 7.5 The Contractor shall submit to SSA such invoices or other documents for the purpose of receiving payment. Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if it is a taxable person for the purpose of GST, be in the same form and contain the same information as if it was a tax invoice for the purposes of the Regulations made under the Goods and Services Tax Act (Chapter 117A).
- 7.6 The payment shall not be considered as evidence of the quality of any Services to which such payment relates. The payment shall not prejudice SSA's right to reject deficient Services nor affect the Contractor's responsibility to re-perform deficient Services.
- 7.7 Without limitation of SSA's rights under the Contract, the amount of any payment due from or debt owed by the Contractor to SSA for any reason (whether or not pursuant to the Contract) may be deducted by SSA from any sum payable by SSA to the Contractor whether or not pursuant to the Contract.

8 CLAIMS FOR EXTRA WORK

8.1 The SSA shall not be liable for any claims for any Extra Work performed or to be performed regardless of whether or not the Extra Work is initiated at the request of SSA, UNLESS all the following conditions are fully complied with: -

- (a) All claims for Extra Work must be submitted in writing to SSA and approved by SSA before the performance of any Extra Work; and
- (b) In submitting any claim under Clause 8.1 (a) above, the Contractor shall include the price of the Extra Work and the detailed scope of the Extra Work; and
- (c) The SSA agrees in writing for the Extra Work to be carried out and to the payment of the claim thereof.

- 8.2 The Contractor agrees that it is only entitled to claims for any Extra Work provided all the conditions in Clause 8.1 above are fully complied with. The Contractor further agrees that it shall not be entitled to additional payments whether under the Contract, restitution, quasi-contract or equitable grounds if all conditions in Clause 8.1 are not

fully complied with.

9 NO RIGHTS OF THIRD PARTIES

- 9.1 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

10 GIFTS, INDUCEMENTS AND REWARD

- 10.1 The SSA may terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination, 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 act in relation to the obtaining or execution of the Contract with SSA, or for showing or forbearing to show favour to any person in relation to any dealing with SSA, or if the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or if, in relation to any contract with SSA, the Contractor or any person employed by it or acting on its behalf shall have committed any offence under Chapter IX of the Penal Code or Prevention of Corruption Act or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the Penal Code or Prevention of Corruption Act.

11 DELAY IN PERFORMANCE

- 11.1 If there is delay in the performance of the Services under the Contract due to any of the following circumstances, namely, acts of God, force majeure, riots and civil commotion, strikes, lock-outs, wars, fires, natural catastrophes or other causes or perils beyond the Contractor's control and that were not reasonably foreseeable in the ordinary course of business at the time of the contract, then in any such case the Contractor shall, for the duration of any such circumstances aforesaid, be relieved of its obligation to perform such Services thereby affected but the provisions of the Contract shall remain in full force in regard to any Services not affected by such circumstances aforesaid.
- 11.2 Subject to Clause 11.1, if the Contractor fails to complete the performance of the Services within the Contract Period, SSA shall have the right -
- (a) To cancel all or any such items of the Services from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or
 - (b) To deduct from any moneys due or to become due to the Contractor or require the Contractor to pay a sum calculated at the rate of Singapore Dollar per day (including Sundays and Public Holidays) as specified in the Appendix, as liquidated damages for every day of delay until the Services are performed.

Provided that the recovery of such increased costs of aforesaid shall be limited to such services as are purchased or obtained, not exceeding the scope stated in the Contract, from other sources after the Contractor's failure as aforesaid but within

three months of the expiry of the Contract.

- 11.3 Failure of the Contractor's sub-contractors (where permitted) or suppliers shall not be regarded as events beyond the Contractor's control.

12 SUSPENSION OR TERMINATION WITHOUT LIABILITY

- 12.1 If the delay in the performance of the Services, due to the circumstances described in Clause 11.1, continues for a period exceeding the maximum relief period stated in the Appendix, the Parties shall be released and discharged from their respective obligations in respect of such Services affected.
- 12.2 The SSA shall have the right to suspend or terminate the Contract forthwith by notice to the Contractor if SSA is affected by any state or threat of war, act or threat of terrorism, acts of God, natural catastrophe, state of national emergency, any other cause or peril beyond SSA's control (including but not limited to pandemic or outbreak of epidemic disease), or any other circumstances seriously affecting or disrupting public safety, security, peace or good order of the Republic of Singapore.
- 12.3 Neither party shall be liable to the other by reason of such suspension or termination pursuant to this Clause 12, save as provided in Clauses 14.2 and 14.4.

13 TERMINATION OF CONTRACT

- 13.1 Subject to Clauses 13.3 and 13.4 which provide for causes of immediate termination, if at any time the Contractor is in breach of any of the terms or conditions under the Contract, SSA may issue a notice to the Contractor informing the Contractor of the breach. The Contractor shall, within **thirty (30) days** from the date of the notice, remedy the breach, or show to SSA's satisfaction the cause of the breach and the Contractor's intended remedy, in which case, the Contractor shall have such period, if any, as may be authorized in writing by SSA to effect the remedy.
- 13.2 If the breach of the terms or conditions under the Contract is not remedied pursuant to Clause 13.1, the Contractor shall be taken to have repudiated the Contract and SSA shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without SSA being liable therefore in damages or compensation. The said termination shall take effect the date of service of the notice of termination.
- 13.3 If the Contractor shall in the opinion of SSA become insolvent or be unable to pay its debts as they fall due, or if the Contractor shall pass a resolution or the Court shall make an order that the Contractor 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 entitles the Court or a creditor to appoint a receiver or manager or judicial manager or which entitles the Court otherwise than for the purpose of amalgamation or reconstruction to make a winding up order, without the prior written consent or approval of SSA, then SSA shall be at liberty to terminate the Contract immediately and summarily by notice in writing to the Contractor.
- 13.4 The SSA may also terminate the Contract immediately by written notice to the Contractor: -

- (a) If the Contractor commits a material breach of any condition of the Contract that is incapable of remedy;
- (b) If the Contractor, being an individual or comprising of individuals, presents or allows to be presented against him or any of them a bankruptcy petition;
- (c) If the Contractor assigns or sub-contracts the Contract or any portion thereof without the prior written consent of SSA;
- (d) If the Contractor ceases or threatens to cease its business;
- (e) Pursuant to the provisions of Clause 11;
- (f) If there should be any major change in the shareholding or management of the Contractor; or
- (g) If from any cause, save for an event of force majeure, the Contractor is prevented from or becomes incapable of performing its obligations hereunder.

14 CONSEQUENCES OF TERMINATION

In the event of termination of the Contract in accordance with the provisions of the Contract or in accordance to law, the following shall apply:

- 14.1 The SSA shall have the right to purchase from other sources all the Services which remain unperformed at the time of termination or similar Services, and all increased costs reasonably incurred by SSA shall be recoverable from the Contractor as damages.
- 14.2 All payments that have been made to the Contractor under the Contract less the value of all Services performed and accepted by SSA shall be refunded by the Contractor to SSA 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 SSA.
- 14.3 The SSA shall be entitled to recover from the Contractor any damages, losses, costs and expenses which SSA may sustain or incur in consequence of such termination; all such damages, losses, costs and expenses which are or become so recoverable under the Contract together with any sum payable by the Contractor as liquidated damages may be deducted from any money that is then due or is to become due to the Contractor and if the money then due to the Contractor under the Contract or deposited by the Contractor under the Contract is not sufficient for that purpose, the balance remaining unpaid shall be a debt due from the Contractor to SSA and may be set off against any other monies which may be or become due to the Contractor from SSA or may be recovered as a debt due from the Contractor in any court of competent jurisdiction.
- 14.4 The Contractor shall, if so required by SSA, assign to SSA and without further payment the benefit of any contract for the supply of materials and/or Services intended for the use under the Contract or for the execution of any Services and SSA shall pay the agreed price (if unpaid) for such materials or Services supplied or executed after the said termination.

- 14.5 Until completion of the Services by other contractor, no payment shall be made to the Contractor under the Contract; provided that upon completion as aforesaid and the verification within a reasonable time of the accounts thereof, SSA shall certify the amount of expenses properly incurred by SSA and if such amount added to the monies paid to the Contractor before such termination exceeds the total amount which would have otherwise been payable to the Contractor on due completion had the Contract been performed, the difference shall be a debt payable to SSA by the Contractor; but if the said amount added to the said monies be less than the said total amount, the difference shall not be a debt payable by SSA to the Contractor provided always the aforesaid shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to SSA as a result of the breach of the Contract by the Contractor.
- 14.6 In the event of the completion of the Services being undertaken by SSA instead of other contractor, allowance shall be made, when ascertaining the amount to be certified as expenses properly incurred by SSA, 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 a contractor.
- 14.7 Notwithstanding anything contained herein, the Contractor shall not be entitled to claim for any reimbursement including but not limited to loss of anticipated profit for the value of any of the Services not performed prior to the termination of the Contract.

15 SUB-CONTRACTING AND ASSIGNING

- 15.1 The Contractor shall not sub-contract or assign the Contract without the written consent of SSA. SSA shall be under no obligation to any sub-contractors appointed or assigned by the Contractor.

16 VARIATION OF CONTRACT

- 16.1 Save as provided for in this Clause 16, no variation whether oral or otherwise in the terms of the Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of SSA.
- 16.2 The SSA may, at any time during the Contract, vary the Requirement Specifications and other provisions of the Contract by notice in writing to the Contractor.
- 16.3 In the event of such a variation being requested, SSA shall formally request the Contractor to state in writing the effect such variation will have on the Tender Price and the delivery timelines. The Contractor shall furnish such details within seven (7) days of receipt of SSA's request or such other period as may be agreed. The Contractor shall not vary the Services in any respect unless instructed in writing to do so by SSA.
- 16.4 A variation under this Clause 16 shall not invalidate the Contract but if such variation involves an increase in the cost to the Contractor of carrying out the Services, an appropriate adjustment to the Tender Price shall be made upon mutual agreement.
- 16.5 Where a variation is requested by the Contractor, the Contractor shall satisfy SSA as to the reasonableness of the variation and of the change to the Contract Period and of the extra costs or savings resulting from the variation.

- 16.6 Upon SSA being satisfied regarding the reasonableness of the variation and any extension to the Contract Period by the variation, SSA may agree to such variation (at no extra costs to SSA) and inform the Contractor accordingly in writing.

17 TAXES, FEES AND DUTIES

- 17.1 The Contractor shall be responsible for all corporate and personal income taxes, customs duties, fees, fines, levies, assessments and other charges payable under the laws of Singapore, by the Contractor or its employees, including the Contractor's resident representatives (if applicable), in carrying out its obligations under the Contract.
- 17.2 If SSA receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees or to withhold payments from the Contractor in order that SSA may subsequently so pay any of the abovementioned taxes, duties, fees, fines, levies, assessments and charges, the Contractor hereby authorizes SSA to comply with the terms of the said request.

18 COMPLIANCE WITH STATUTES, REGULATIONS, ETC

- 18.1 The Contractor shall, at its own costs, obtain and maintain all licences and authorisations, including import/export licences and permits and other governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.
- 18.2 The Contractor shall give all notices required to be given under the laws of Singapore.
- 18.3 The Contractor shall conform in all respects to the provisions of all laws of Singapore and shall keep SSA indemnified against all penalties and liabilities of every kind for the breach of any such laws.

19 INDEMNIFICATION OF SSA

- 19.1 In the event of SSA (including for this purpose every officer and employee) being held liable for damages arising out of any claim by any workman or employee employed by the Contractor in or for the performance of the Contract, the Contractor shall indemnify and keep SSA fully indemnified against such claim and any costs (including legal costs on a full indemnity basis) and expenses in respect thereof provided the same is not caused by the gross negligence or willful default of SSA, its officers or agents.
- 19.2 The Contractor warrants that the Services and all deliverables shall comply with the Requirement Specifications and the Contractor shall indemnify and keep SSA fully indemnified against all actions, claims and demands, losses, expenses or costs (including legal costs on a fully indemnity basis) arising out of or in connection with the performance of the Contract by the Contractor, its employees, agents and subcontractors.
- 19.3 The Contractor warrants, either express or implied, that the Contractor's products and/or Services will not infringe upon the IP rights of any third parties, and SSA and its agents' use of the products and/or Services will be free and clear of any claims of

third parties or any further compensation.

- 19.4 The Contractor shall indemnify SSA from all claims (including any claim by any third party against SSA), liabilities, damages and costs (including legal costs on a full indemnity basis), arising from or related to the use or exploitation of the Contractor's products and/or Services.

20 DOCUMENTATION

- 20.1 The Contractor shall at no additional charge supply and deliver to SSA all the documentation used and/or developed under and/or for the purposes of performing the Services.
- 20.2 SSA shall have the exclusive proprietary rights to all documentation to be submitted or produced under and for the purposes of the Contract, except the documentation or part thereof over which the Contractor or its sub-contractors have proprietary rights over, prior to the effective date of the Contract.

21 CONFIDENTIALITY

- 21.1 The Contractor undertakes not to divulge or communicate to any person any Confidential Information however acquired which refers to SSA, the Services and the terms of the Contract without first having obtained the written consent of SSA.
- 21.2 The Contractor shall take all reasonable precautions in dealing with any information, documents and papers passed by SSA to the Contractor so as to prevent any unauthorised person from having access to such information, documents or papers. For the purposes of this Clause, all information is to be treated as confidential except such as is or has become public knowledge otherwise than through the default or neglect of the Contractor, its employees, agents or subcontractors.
- 21.3 Further to Clauses 21.1 and 21.2, the Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of SSA.
- 21.4 Upon the completion of the Contract, the Contractor shall deliver, when requested by SSA, to SSA all documents, papers and things and any copies thereof, whether in electronic form or otherwise belonging to SSA which may be in the possession or under the control of the Contractor, its employees, agents or sub-contractors.
- 21.5 The employees, agents, sub-contractors and the employees of agents and subcontractors of the Contractor shall, if so required by SSA, sign an Undertaking to Safeguard Official Information in the form prescribed in Schedule B.
- 21.6 The confidentiality obligations under this Clause will not apply to Confidential Information that:
- (a) The Contractor develops independently;
 - (b) Is or becomes publicly available without breach of agreement or other legal obligations; or
 - (c) Is released for disclosure with the written consent of SSA.

- 21.7 Termination or expiry of the Contract for whatever cause shall not put an end to the obligation of confidentiality imposed on the Contractor, its employees, agents and/or sub-contractors and their employees under this Clause 21.

22 SCHEDULE & ANNEXURE

- 22.1 The Schedules, Appendices and Addenda attached to the Contract shall form integral part of the Contract.
- 22.2 In the event of any inconsistency and unless otherwise specified in the Letter of Acceptance, the documents shall apply in the following order of precedence:
- (a) Addendum
 - (b) Part 2 – Conditions of Contract and its Appendix
 - (c) Part 3 – Requirement Specifications
 - (d) Schedule
 - (e) Annex

23 CUMULATIVE REMEDIES

- 23.1 The provisions of the Contract, and the rights and remedies of the Parties under the Contract are cumulative, and are without prejudice and in addition to any rights or remedies a Party may have at general law or in equity; no exercise by a Party of any one right or remedy under the Contract, or at law or in equity, shall (save to the extent, if any, provided expressly in the Contract or at law or in equity) operate so as to hinder or prevent the exercise by it of any other right or remedy.

24 CONDITIONS NOT TO BE WAIVED

- 24.1 No waiver of any breach of the Contract shall be deemed to be waiver of any other or of any subsequent breach. The failure of either Party to enforce at anytime any of the provisions of the Contract shall in no way be interpreted as a waiver of such provision.

25 APPLICABLE LAW AND JURISDICTION

- 25.1 The Contract and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the domestic Laws of the Republic of Singapore for every purpose.
- 25.2 The Parties shall submit to the jurisdiction of the Singapore Courts.

26 CONSORTIUM

- 26.1 As used in the Contract, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.
- 26.2 Joint and Several Responsibility. Each member of the Consortium shall be jointly and severally responsible to SSA for the due performance of the Contract.
- 26.3 Addition of Members to Consortium. Any introduction of, or changes to Consortium membership must be approved in writing by SSA. Should additional member(s) be

added to the Consortium at any time with the approval of SSA, he/she or they shall be deemed to be included in the expression 'the Contractor'.

26.4 Withdrawal from Consortium. If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:

- (a) The Contract shall continue and not be dissolved, and
- (b) The remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

27 SUPPLY OF SERVICES AS AND WHEN REQUIRED BY SSA

27.1 Where SSA has entered into a Period Contract with the Contractor for the supply of Services as and when required by SSA during the period of time specified in the Period Contract, the Period Contract shall be deemed to be the Contract for the period of time specified. SSA shall be under no obligation to purchase the Services specified in the Period Contract except to the extent of the Purchase Order or equivalent for those Services issued by SSA.

27.2 All orders for Services to be supplied under the Contract shall be given from time to time, in writing, by SSA on the appropriate order form (the "Purchase Order"). All such Purchase Orders shall clearly state the details and nature of the Services to be supplied and shall also state the amount, calculated at the rates in the Contract that shall become due to the Contractor on the satisfactory completion of supply of all Services specified on such Purchase Order. On satisfactory completion of such supply the Contractor shall submit its bill to SSA who shall certify the same for payment to the Contractor at the time and in the manner herein provided.

27.3 On receipt of any Purchase Order the Contractor shall commence supply of the Services referred to therein and complete delivery of the same as soon as promised in its Tender or otherwise as expeditiously as possible.

28 CONTRACT NOVATION

28.1 Notwithstanding any provision to the contrary (including but not limited to Clause 9 above), the Contractor agrees that in the event that Sport Singapore ("SportSG") exercises its right of re-entry and the lease between SSA and SportSG ceases and is determined, SportSG shall have the right at its option or discretion to require the Contract between the Contractor and SSA to be novated to SportSG.

/End

**APPENDIX
TO CONDITIONS OF CONTRACT**

(PART 2)

PROVISION OF ARMED GUARD AND ARMORY SERVICES AT THE NATIONAL SHOOTING CENTRE FROM OCTOBER 2026 TO SEPTEMBER 2029 WITH THE OPTION TO EXTEND FOR ANOTHER ONE YEAR

APPENDIX

MATTER	CLAUSE	REMARKS
SECURITY DEPOSIT		
Time by which to lodge Security Deposit	3.1	N.A
Sum of Security Deposit	3.1	N.A
Validity Period of Security Deposit	3.2	N.A
Period to Remedy Default	3.3	30 days
CONTRACT PERIOD		
Expiry Date	6.1	Six (6) months from the Contract commencement date with the option for another month [up to <u>three</u> (3) months]
DELAY IN PERFORMANCE		
Liquidated Damage	11.2(b)	Please refer to Clause 9.1 of the Requirement Specifications (Part 3)
TERMINATION AFTER DELAY		
Maximum Relief Period	12.1	30 days

/End

(PART 2)

PROVISION OF ARMED GUARD AND ARMORY SERVICES AT THE NATIONAL SHOOTING CENTRE FROM OCTOBER 2026 TO SEPTEMBER 2029 WITH THE OPTION TO EXTEND FOR ANOTHER ONE YEAR

FORM OF AGREEMENT

THIS AGREEMENT made on the _____ day of _____ 2026
BETWEEN Singapore Shooting Association, The (hereinafter called "SSA") of the one part
and _____
(hereinafter called "Contractor ") of the other part.

WHEREAS SSA has accepted a Tender by the Contractor to the **PROVISION OF ARMED GUARD AND ARMORY SERVICES AT THE NATIONAL SHOOTING CENTRE FROM OCTOBER 2026 TO SEPTEMBER 2029 WITH THE OPTION TO EXTEND FOR ANOTHER ONE YEAR.**

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 construed as part of this Agreement:
 - a. Cover Letter and Instructions to Tenderers;
 - b. Conditions of Contract;
 - c. Requirement Specifications;
 - d. Form of Tender (including Annexures) submitted by the Contractor including subsequent correspondence (if any) amplifying or clarifying the Tender;
 - e. The SSA's Letter of Acceptance.

3. In consideration of the payments to be made by SSA to the Contractor as hereinafter mentioned, the Contractor hereby agrees to perform the Services mentioned in the Contract in conformity in all respects with the provisions of the Contract.
4. The SSA hereby agrees to pay to the Contractor in consideration of the provision of the Services mentioned in the Contract in conformity in all respects with the provisions of the Contract.

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

SIGNED by

_____)
[Name, NRIC/Passport No. & Designation])

for and on behalf of

THE SINGAPORE SHOOTING ASSOCIATION)

SIGNED by

) _____
[Name, NRIC/Passport No. & Designation])

for and on behalf of

) _____
[Company Name, ACRA & Stamp/Seal])

in the presence of:

) _____
[Name, NRIC/Passport No. & Designation of Witness])

/End

(PART 2)

**PROVISION OF ARMED GUARD AND ARMORY SERVICES AT THE
NATIONAL SHOOTING CENTRE FROM OCTOBER 2026 TO SEPTEMBER
2029 WITH THE OPTION TO EXTEND FOR ANOTHER ONE YEAR**

UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION

THIS UNDERTAKING is made the _____ day of _____ 2026 by

[_____] (UEN No. [_____]),
[Company Name in BOLD & CAPITAL]

a company incorporated under the laws of Singapore, with its registered address at

(h[_____])
[Company Registered Address in BOLD & CAPITAL]

referred as the "Company")

to

SINGAPORE SHOOTING ASSOCIATION, THE UEN S65SS0039D, a registered charity with the Registry of Societies and having its principal place of business at **990 OLD CHOACHU KANG ROAD SINGAPORE 699814** (hereinafter referred as "SSA")

(The Company and SSA shall hereinafter be referred to jointly as the "Parties" and singularly as a "Party").

WHEREAS:

- A. The Parties wish to explore and evaluate the possibility of a business relationship relating to the subject matter more particularly described in **Schedule B-1** (the "Subject Matter").
- B. The Company desires to acquire SSA's Confidential Information (as defined herein) for evaluation purpose and determining the suitability of entering into the business relationship with SSA relating to the Subject Matter (the "Purpose").
- C. SSA agrees to disclose to the Company certain of its Confidential Information pertaining to the Subject Matter on the terms and conditions set out below.

THE COMPANY UNDERTAKES as follows: -

- 1. The Company understands that information disclosed by SSA to the Company which SSA in good faith considers as confidential, which may include but is not limited to confidential and proprietary information, trade secrets and know-how relating to the Subject Matter (the "Confidential Information"), shall be clearly and

prominently marked with the word "Confidential" or such other words of similar import. Confidential Information shall also include the categories of information (if any) described in **Schedule B-1**. Any Confidential Information not being capable of being so marked, including Confidential Information which may be disclosed orally and/or visually, shall, within seven (7) days of its disclosure, be summarised in writing, marked with the word "Confidential" or such other words of similar import and delivered by SSA to the Company, provided that any such Confidential Information shall be treated as being confidential immediately upon disclosure.

2. The Company hereby undertakes that it will: -
 - a. Maintain the Confidential Information in confidence;
 - b. Not use the Confidential Information except for the Purpose;
 - c. Limit the disclosure of the Confidential Information to only those of its employees and professional advisers who need to have access to it for the Purpose;
 - d. Not forward or distribute the Confidential Information or any copy (soft or hard copies) of the Confidential Information to another person or entity without SSA's consent in writing;
 - e. Keep all documents containing or incorporating any of the Confidential Information at the usual place of business of the Company and reasonably protect the security of all soft and hard copies of the Confidential Information and the integrity of the Company's computer and electronic storage media in a manner no less diligent than how the Company would protect its own information;
 - f. Upon the termination of this Undertaking, or where parties decide not to enter in a business relation, or at SSA's instruction, whichever is earlier, to **return** all hard copies of the Confidential Information and **permanently destroy** all soft copies of the Confidential Information and purge it from the Company's system, and make a declaration to SSA in the form as set out in **Schedule B-2**; and
 - g. Procure from each of its employees and professional advisers having access to the Confidential Information a written undertaking to maintain the same as confidential, and shall take such steps as may be reasonably practicable to enforce such obligations;
3. The undertaken obligations of Clause 2 above shall not apply to information:
 - a. Which is in the public domain or which becomes readily available to the general public through no fault of the Company;
 - b. Which is explicitly approved for release by prior written authorisation of SSA;
 - c. Which can be established by evidence was independently developed by the Company without use of the Confidential Information; or

- d. Which is required to be disclosed by law or court order, provided SSA is, where practicable, given advance notice of such requirement of disclosure.
4. If the Parties decide not to enter into a business relationship relating to the Subject Matter, the Company agrees to return to SSA of its own accord and make no further use of all written or tangible materials furnished or developed hereunder, any note or memoranda of conversations relating thereto, and any other information or analysis produced or compiled as part of the Purpose and observe its obligations under Clause 2(f) above.
5. The Company represents and warrants that it has the right to enter into this Undertaking without breaching any fiduciary or contractual or statutory obligations. Save as expressly provided herein, SSA does not make any representation or warranty, and expressly disclaims any implied representation or warranty, as to the accuracy or completeness of the information disclosed. Nothing in this Undertaking shall be construed as a representation or warranty by SSA that the information disclosed does not or will not infringe the intellectual property rights or violate any other legal rights of any third party.
6. In no event shall SSA be liable to the Company (or to a third party) for any losses, costs or expenses in connection with the use of or reliance on the information disclosed by SSA.
7. The Company agrees that monetary damages would not be sufficient remedy for any breach of this Undertaking and that SSA would be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this Undertaking by the Company. Such remedy shall not be the exclusive remedy for any breach of this Undertaking, but shall be in addition to all other rights and remedies available at law.
8. This Undertaking shall be binding on the legal successors of the Parties. It shall be governed by and construed in accordance with the laws of the Republic of Singapore. The Company hereby submits to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.

SIGNED by

) _____
[Name, NRIC/Passport No. & Designation])

for and on behalf of

) _____
[Company Name, ACRA & Stamp/Seal])

in the presence of:

) _____
[Name, NRIC/Passport No. & Designation of Witness])

/End

CONFIDENTIAL

SCHEDULE B-1 TO CONDITIONS OF CONTRACT

(PART 2)

1. Subject Matter:

TENDER NO. 2026-01 – PROVISION OF ARMED GUARD AND ARMORY SERVICES AT THE NATIONAL SHOOTING CENTRE FROM OCTOBER 2026 TO SEPTEMBER 2029 WITH THE OPTION TO EXTEND FOR ANOTHER ONE YEAR

2. For the purposes of this Undertaking, Confidential Information shall include all discussions and information pertaining to the Subject Matter, including but not limited to:
- a. Details regarding the requirements in the Invitation to Tender documents;
and
 - b. Any other information provided during the Tender Briefing.

/End

**SCHEDULE B-2
TO CONDITIONS OF CONTRACT**

(PART 2)

FORM OF DECLARATION

Date:

To: General Manager
Singapore Shooting Association, The
National Shooting Centre
990 Old Choa Chu Kang Road
SINGAPORE 699814

**CONFIDENTIAL INFORMATION RELATING TO THE PROVISION OF ARMED GUARD
AND ARMORY SERVICES AT THE NATIONAL SHOOTING CENTRE FROM
OCTOBER 2026 TO SEPTEMBER 2029 WITH THE OPTION TO EXTEND FOR
ANOTHER ONE YEAR**

I hereby irrevocably confirm and warrant that as at the date of this letter,

- (i) The Company has permanently destroyed the soft copy of the captioned document and completely purged it from my system;
- (ii) The Company has not forwarded a copy of the document to any other person without your knowledge and written consent;
- (iii) The Company shall make no further use of all written or tangible materials furnished or developed hereunder, any note or memoranda of conversations relating thereto, and any other information or analysis produced or compiled relating to the above subject; and
- (iv) The Company no longer have in my possession any soft copy of the document.

SIGNED by

) _____)
[Name, NRIC & Designation]
)
for and on behalf of

[Company Name]

in the presence of:)
) _____)
[Name, NRIC & Designation of Witness]

/End

(PART 2)

PROVISION OF ARMED GUARD AND ARMORY SERVICES AT THE NATIONAL SHOOTING CENTRE FROM OCTOBER 2026 TO SEPTEMBER 2029 WITH THE OPTION TO EXTEND FOR ANOTHER ONE YEAR

PAYMENT SCHEDULE

The Tender Price for the provision of the Services shall be payable as follows: -

Description	
1.	Thirty (30) days from the date of receipt of invoice from the Contractor upon the completion of the Services

Any GST payable on the supply of services by the Contractor to SSA under the Contract shall be reimbursed by SSA.

PROVIDED THAT if SSA in the Letter of Acceptance accepts payment in accordance with the Contractor's alternative payment terms contained in the Tender submitted, then such alternative payment terms shall apply.

/End

(PART 2)

PROVISION OF ARMED GUARD AND ARMORY SERVICES AT THE NATIONAL SHOOTING CENTRE FROM OCTOBER 2026 TO SEPTEMBER 2029 WITH THE OPTION TO EXTEND FOR ANOTHER ONE YEAR

BANKER'S GUARANTEE

To: The Singapore Shooting Association (hereinafter called "SSA").

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 SSA of the other part whereby SSA agreed to _____ (state nature of contract) for the sum of Singapore Dollars _____ (S\$ _____).

And Whereas the Contractor is required under the Contract to pay _____ percent of the total value of the Contract as a Security Deposit for the performance of his obligations under the Contract.

Now in consideration of SSA not insisting on the Contractor paying _____ percent 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 SSA against all losses, damages, costs, expenses or otherwise sustained by SSA 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 expiry date*: _____].
- 4 This guarantee is conditional upon a claim 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) 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 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 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 SSA may make more than one claim on this guarantee so long as the claims are made pursuant to Clause 4 hereof and within the period specified therein and the aggregate amount specified in all such claims 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)

/End