

## **TERMS AND CONDITIONS OF QUOTATION**

### **1. Terms of Application**

Submission of Quotations by contractor/supplier constitutes unconditional acceptance by contractor/supplier of all terms and conditions printed on this form, the provisions in the Supplier Code of Conduct as may be updated from time to time and which may be found at <https://www.sats.com.sg/Tenders/Notices/SATS-Supplier-Code-of-Conduct.pdf> ("Supplier Code of Conduct") and all other attachments herewith.

The quotation of the contractor/supplier shall be valid for a period of three (3) months and no quotation may be withdrawn within the said period.

### **2. Award of Quotation**

The award of the Quotation shall be subject to such additional terms and conditions as may be agreed upon between SATS Ltd. and the contractor/supplier in writing. SATS Ltd. shall not be bound to award the whole, the lowest or any quotations, nor is it liable for any claims for whatever costs, which may be incurred in the preparation of the quotation.

### **3. Supply**

The successful contractor/supplier shall supply the item/items in accordance with the agreed delivery schedule.

### **4. Liquidated Damages**

In accordance with the delivery time as specified in the quotation submission, liquidated damages for late deliveries for item/items ordered shall be as follows unless varied, in writing, for any particular quotation as shown in the Quotation Document.

One percent (1%) of the amount in respect of the quantity due for delivery per day or ten dollars (S\$10.00) per day, whichever is the higher, up to a period not exceeding 10 days.

### **5. Purchase in Default from Alternate Contractor/Supplier**

SATS may without any further reference to the successful contract/supplier, purchase such item/items which has/have not been supplied by the agreed delivery date from other source/sources and recharge the successful contractor/supplier the price difference, if any. For the avoidance of doubt if SATS is unable to purchase the item/items from an alternate supplier SATS reserves the right to purchase a similar item and recharge the price difference, if any to the successful contractor/supplier.

### **6. Quality**

The quality of the item/items supplied shall be in accordance with the approved sample/specification accepted by SATS at the time of quotation. In the event where the item/items supplied fails to meet the stipulated sample/specifications, SATS reserves the right to reject such item/items and the successful contractor/supplier will be required to replace the rejected item/items with item/items of the correct specifications within such period as SATS shall so determine failing which SATS shall take such action as it deems necessary and look to the successful contractor/supplier for all additional costs incurred.

**7. Termination**

Notwithstanding the foregoing provisions when the successful contractor/supplier defaults in the performance of obligations undertaken, SATS reserves the right to cancel the award and take such action as it deems necessary and look to the successful contractor/supplier for all additional costs incurred.

**8. Purchase Order**

Purchase Order(s) may be issued by the Purchasing Authority for the items purchased and the delivery dates set out in such order shall be used to determine late deliveries.

**9. Gifts, Inducements and Rewards**

Without prejudice to the terms of the Supplier Code of Conduct, the successful contractor/supplier shall not, and shall ensure that its officers, servants and agents, whether prior to submitting its quotation or after, do not, directly or indirectly offer or give or agree 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 the award of the Quotation, or for showing or forbearing to show favour to any person in relation to the award of the Quotation, whether or not such action shall comprise an offence under Chapter IX of the Penal Code (Chapter 224) or the Prevention of Corruption Act (Chapter 241).

**10. Price Increase**

No price increase will be allowed once an award has been made to the successful vendor covering the entire duration of the award period.

**11. General**

11.1 The contract arising from the award of the Quotation and each Purchase Order, if any, shall be governed by the laws of Singapore. Any dispute arising out of or in connection with such contract, including any question regarding the existence, validity or cancellation of such contract, shall be referred to and finally resolved in the courts of Singapore. A person who or which is not party to these Conditions shall not have any right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any provision of such contract.

11.2 Without prejudice to the terms of the Supplier Code of Conduct, the successful contractor/supplier shall comply with all laws and regulations.

**12. Other Conditions**

Other Conditions pertaining to the nature of the Quotation shall be indicated on supporting schedules, and these shall form part of the Quotation documents.