

TERMS AND CONDITIONS FOR USE OF THE GOVERNMENT ELECTRONIC BUSINESS (GeBIZ)

1 Definitions

- 1.1 For the purposes of this document, the following expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

"Agreement" means this Agreement on the Terms and Conditions for use of the GeBIZ as amended by the Government from time to time.

"Authentication Device" means any or any combination of Login ID, password, electronic device with encoded electronic strip and/or chip, digital signature or such other device, method, item or machine prescribed by the Government for access and/or use of GeBIZ or any part thereof by the Trading Partner.

"Certification Authority" shall have the same meaning as in the Electronic Transactions Act (Cap. 88).

"Contract(s)" shall unless otherwise specified in this Agreement refer to Contract(s) concluded by Parties through GeBIZ.

"Designated Place" means the Website Page(s) designated by the Government from time to time for the purpose of the Trading Partner accessing and viewing Message(s) transmitted by the Government through GeBIZ

"Digital Signature" shall have the same meaning as in the Electronic Transactions Act (Cap. 88).

"Framework Agreement" means a binding contract for a fixed period between the Government and the Trading Partner whereby, in accordance with pre-agreed terms, the Trading Partner agrees to provide quotations to the Government for the provision of the specified goods and/or services as and when the Trading Partner receives a Request for Quote from the Government. The Government's acceptance of the Trading Partner's quotation which is conveyed by the issue of a Purchase Order shall result in a binding contract for the provision of the specified goods and/or services and the contract shall be governed by the terms and conditions of the Framework Agreement as well as the Trading Partner's quotation and the Government's acceptance.

"Government" means the Government of the Republic of Singapore as a whole including all Ministries, government departments and Organs of State.

"GeBIZ" means the Government Electronic Business system, a structured electronic system operated by the Government via the Internet which facilitates the procurement of goods and/or services by the Government through electronic means.

"Message(s)" means data structured in accordance with GeBIZ and the Website and transmitted electronically through GeBIZ between the Parties and/or generated by GeBIZ, including where the context admits any part of such data.

"Messages Log" means a complete historical record of all Messages transmitted through and/or generated by GeBIZ.

"Party" means either the Government or the Trading Partner and "Parties" mean both the Government and the Trading Partner.

"Period Contract" means a binding contract between the Government and the Trading Partner for the provision of specified goods and/or services on pre-agreed terms over a fixed period. The Period Contract represents a standing offer by the Trading Partner to provide the specified goods and/or services to the Government on the pre-agreed terms as and when the Government issues a Purchase Order to the Trading Partner for the purchase of the specified goods and/or services. When the Government issues a Purchase Order for the purchase of the specified goods and/or services, the resulting contract between the Government and the Trading Partner shall be governed by the terms and conditions of the Period Contract.

"Purchase Order" means an order from the Government for the purchase of goods and/or services pursuant to a Period Contract or Framework Agreement in accordance with Clause 11 or Clause 12 below, as the case may be.

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“Representative” means any person authorised by the Trading Partner in accordance with this Agreement to access and use GeBIZ on the Trading Partner’s behalf. Notwithstanding anything in this Agreement, any person who uses and/or enters the correct Authentication Device as prescribed by the Government shall be deemed to be a Representative of the Trading Partner.

“Request to Quote” is defined in Clause 12.2.

“Trading Partner” means any person who has applied for and granted by the Government the right to access and use GeBIZ upon the terms and conditions of this Agreement and shall, where the context so admits, include its Representatives.

“Website” means the Internet web site of GeBIZ, <http://www.gebiz.gov.sg>, maintained by the Government and shall include but not limited to all its pages and all information, text, forms, items, images, links, sound and graphics displayed therein.

- 1.2 Words importing the singular include the plural and vice versa.
- 1.3 The headings are for convenient reference only and shall not affect the interpretation of this interpretation.
- 1.4 Words importing a gender include any other gender.
- 1.5 A reference to a person includes individuals, partnerships and other bodies, whether corporate or otherwise.
- 1.6 Any reference to any statute or legislation shall be deemed to be a reference to such statute or legislation as amended from time to time and be deemed to include any subsidiary legislation made thereunder.
- 1.7 All references to date and time in this Agreement or pursuant to this Agreement (including but not limited to the date and time of delivery of Messages) shall be Singapore date and time.

2 **GeBIZ**

- 2.1 The Government agrees to grant the Trading Partner the right to access and use GeBIZ on the terms set out herein and such other terms as may be amended by the Government from time to time.
- 2.2 The Trading Partner will pay the Government the prevailing annual subscription fee. The prevailing annual subscription fee will be set by the Government from time to time in the Website.
- 2.3 A Trading Partner who pays the said annual fee shall be entitled to access GeBiz and to participate in transactions via GeBiz in the manner set out in this Agreement for a period of one (1) year from the date the said annual fee is payable.
- 2.4 The Trading Partner agrees to fully comply with and observe all the terms of this Agreement. Without prejudice to the foregoing, the Trading Partner agrees not to transmit any Message or make any communication to the Government under this Agreement which is in any way inconsistent with or derogates from the terms of this Agreement. The Trading Partner further agrees that if any such Message or communication contains or includes anything which is inconsistent with or derogates from the terms of this Agreement, the Government shall be entitled to treat and act on such Message or communication as if it did not contain or include any such inconsistency or derogation and such inconsistency or derogation shall not have any legal effect.
- 2.5 Where any Contract has been concluded between the Government and the Trading Partner, Parties agree that the terms of this Agreement shall be subject to the terms of the Contract and any inconsistency shall be resolved in favour of the Contract.
- 2.6 Where the Government procures or seeks to procure any goods and/or services from the Trading Partner through GeBIZ, Parties agree that, subject to Clause 2.5, the terms of any resulting Contract between the Government and the Trading Partner for the purchase and supply of the

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specified goods and/or services shall be subject to the terms of this Agreement and any inconsistency between this Agreement and the Contract shall be resolved in favour of the Contract.

- 2.7 Parties agree that subject to Clause 2.5, the form and contents of Messages shall be subject to this Agreement and any inconsistency between any Message and this Agreement shall be resolved in favour of this Agreement.
- 2.8 Parties further agree that subject to Clause 2.6 the form and contents of Messages transmitted pursuant to Contracts concluded through GeBIZ shall be subject to such Contracts and any inconsistency shall be resolved in favour of such Contracts.
- 2.9 Where a Message contains any document as an attachment, Parties agree that subject to Clause 2.7 and 2.8, the contents of the attachment shall be subject to the form and contents of the Message and any inconsistency shall be resolved in favour of the Message.
- 2.10 The Parties agree that, unless otherwise specified in this Agreement or by the Government, all transactions pertaining to the formation of contracts between the Parties for the procurement of goods and/or services by the Government shall only be conducted through GeBIZ by transmission of Messages.
- 2.11 In the event that GeBIZ is unavailable due to reasons solely attributable to the operations of GeBIZ and is likely to remain so for a reasonable period of time (which shall be determined solely at the discretion of the Government), the Government shall notify the Trading Partner of the unavailability of GeBIZ by posting a notice on the Website (which shall constitute sufficient notice to the Trading Partner). In such an event, the Parties may transact with each other in writing through conventional means if the Government expressly specifies in its notice that the Parties may do so. However, once GeBIZ becomes available, the Parties shall immediately revert to transacting with each other through GeBIZ.

3 Security, Access and Use of GeBIZ

- 3.1 The Trading Partner shall access and use GeBIZ in the manner and with the use of such Authentication Device as are or as may be prescribed by the Government from time to time.
- 3.2 The Government reserves the right to prescribe different Authentication Devices for accessing and/or using GeBIZ or any part thereof, including but not limited to prescribing different Authentication Device(s) for accessing and/or using different parts of GeBIZ. The Government also reserves the right to vary, from time to time, the Authentication Device(s) and/or the manner of accessing and/or using GeBIZ or any part thereof. The Government will inform the Trading Partner by posting a notice on the Website of any change(s) in the Authentication Device(s) and/or the manner of accessing and/or using GeBIZ or any part thereof and such posting notice shall constitute sufficient notice to the Trading Partner. It shall be the sole duty of the Trading Partner to check the Website for any such change(s). The Government shall be under no obligation to furnish any reason for actions or decisions taken under Clause 3.2.
- 3.3 Without prejudice to Clause 3.2, the Government reserves the right to prescribe password(s) and Login ID(s) for the Trading Partner and its Representatives as well as any combination and/or sequence of letters and/or numerals for the password(s) and Login ID(s). The Government shall also have the right to amend such password(s) and Login ID(s) from time to time upon giving the Trading Partner at least 2 weeks notice. The Government shall be under no obligation to furnish any reason for actions or decisions taken under Clause 3.3.
- 3.4 The Government shall be entitled to deactivate or revoke:
 - a. passwords and/or Login IDs of the Trading Partner and its Representatives upon termination of this Agreement;
 - b. passwords and/or Login IDs of Representatives whose authorisation has been revoked; and
 - c. passwords and/or Login IDs which the Government knows or suspects to have been compromised.

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- 3.5 The Trading Partner shall authorise Representative(s) to access and use GeBIZ on its behalf. The Trading Partner shall notify the Government in writing of its Representative(s) in the form and manner prescribed by the Government from time to time. The Trading Partner's Representative(s) shall not be allowed to access and use GeBIZ on the Trading Partner's behalf until the Government activates the account(s) of the Representative(s) in GeBIZ and gives written notice to the Trading Partner of the same. The effective date of the activation of the account(s) of the Trading Partner's Representative(s) shall be the date of the Government's written notice.
- 3.6 The Trading Partner shall also immediately notify the Government in writing in the form and manner prescribed by the Government from time to time of any changes in its particulars or the particulars of its Representative(s). The Government shall make the necessary changes in GeBIZ and give written notice to the Trading Partner of the same. The changes shall only take effect on the date of the Government's written notice to the Trading Partner. The Trading Partner's Representative may make changes to his own particulars in GeBIZ and the changes shall take effect immediately upon execution of the changes in GeBIZ by the Representative.
- 3.7 The actions, failures, omissions and defaults of the Trading Partner's Representative(s) shall be construed and be given legal effect as if they are the actions, failures, omissions and defaults of the Trading Partner and the Trading Partner shall be fully responsible for all such matters.
- 3.8 The Trading Partner shall do all things necessary to preserve and maintain the integrity and security of GeBIZ, including but not limited to ensuring that there is no unauthorised access and/or use of GeBIZ or any Authentication Device and that the Authentication Devices are treated with extreme care and are available to and used by only its authorised Representatives. Each Authentication Device is issued to a specific individual authorised Representative of the Trading Partner and it shall remain confidential and shall not be shared with any other person.
- 3.9 The Trading Partner shall ensure that all Messages transmitted by it or its Representative(s) are duly authorised. The Trading Partner shall in any event be fully responsible for all Messages transmitted by it or by its Representatives(s).
- 3.10 The Trading Partner agrees, after taking into account all relevant factors, that the security procedure for GeBIZ constitutes a commercially reasonable security procedure.
- 3.11 The Trading Partner agrees that the Government is entitled to rely on the correct use and/or entry of the prescribed Authentication Device(s) by the Trading Partner or its Representative(s) as conclusive evidence of the authenticity of the Message and the authority of the originator of such Message.
- 3.12 Subject to the Government's obligation only to verify that Messages were transmitted by the Trading Partner or its Representative(s) using the appropriate Authentication Device prescribed by the Government, the Government shall be entitled to rely on Messages and the Trading Partner shall be bound by them.
- 3.13 The Government shall be entitled to prescribe such codes and abbreviations for use in GeBIZ and may delete, amend or make additions to such codes and abbreviations from time to time. The codes and abbreviations used in GeBIZ shall be set out and explained in the Website.
- 3.14 The Trading Partner shall provide its own facilities (including but not limited to computer terminals, modem, software, hardware, systems, subscription to services of Certification Authority, subscription to the services of Internet Service Provider and telecommunications facilities) for accessing and using GeBIZ and shall be fully responsible for ensuring that such facilities are adequate, suitable, compatible and appropriate for the purposes of accessing and using GeBIZ in accordance with this Agreement.
- 3.15 Where the prescribed Authentication Device is a Digital Signature, the Trading Partner shall subscribe to public certification services provided by the Certification Authority prescribed by the Government. The Trading Partner shall fully comply with the directions, instructions and/or requirements of the Government and/or the Certification Authority in relation to use of the Authentication Device.
- 3.16 The Trading Partner shall not use the Website:

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- a. in violation of any applicable law or for the commission of any improper purpose or civil wrong;
 - b. in a manner that is harmful to the interest of another user or other persons or is likely to cause annoyance to other users or persons;
 - c. to interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website; or
 - d. to collect or store any personal data of any other user of the Website.
- 3.17 The Government reserves the right to delete, disallow or move at any time, any content from the Website that a Trading Partner and/or its Representatives submits, uploads, posts, emails, transmits or otherwise makes available through or on the Website, which in the Government's view, violates any of the terms of this Agreement or is otherwise objectionable. For the avoidance of doubt, the Government shall not be under any obligation to give the Trading Partner any notice or prior opportunity to delete or remove such content that violates any of the terms of this Agreement or is otherwise objectionable from the Website, in the exercise of this right.
- 3.18 The Government may preserve all or such part of any content that a Trading Partner and/or its Representatives uploads, posts, emails, transmits or otherwise makes available through or on the Website as it sees fit, and may also disclose all or any part of such content to any person or organization if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:
- a. comply with legal process;
 - b. enforce the Agreement against any Trading Partner;
 - c. investigate and respond to claims that any content uploaded, posted, emailed, transmitted or otherwise made available on the Website by a Trading Partner violates the legal rights of any party; or
 - d. protect the legal rights, property, and/or personal safety of any party.
- 3.19 The Government may from time to time upgrade, alter or modify GeBIZ or any part thereof. The Government will inform the Trading Partner by posting a notice on the Website of any change(s) in GeBIZ and/or any hardware, software or other facilities required to access and/or use GeBIZ and such posting notice shall constitute sufficient notice to the Trading Partner. It shall be the sole duty of the Trading Partner to check the Website for any such change(s). The Trading Partner shall also be solely responsible for making the necessary upgrades, alterations or modifications to its systems, hardware, software and other facilities to ensure its continued access and use of GeBIZ. The Government shall be under no obligation to furnish any reason for actions or decisions taken under Clause 3.20.
- 3.20 The Trading Partner shall bear all costs and expenses in relation to its access and use of GeBIZ, including but not limited to the costs and expenses incurred in ensuring its continued access and use of GeBIZ.

4 Representations and Warranties

- 4.1 The Trading Partner represents and warrants at all times as follows:
- a. all particulars of the Trading Partner and its Representatives given and to be given to the Government from time to time are accurate;
 - b. the Trading Partner is validly existing, not insolvent or bankrupt and has the legal capacity and power to enter into, perform and comply with its obligations under this Agreement; and
 - c. all actions, conditions and things required to be taken, fulfilled and done in order to enable the Trading Partner to enter into, perform and comply with its obligations under this Agreement and to ensure that those obligations are valid, legally binding on the Trading Partner and enforceable against the Trading Partner have been taken, fulfilled and done.

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- 4.2 The Trading Partner undertakes to ensure and hereby represents and warrants at all times that Messages and other communications sent to the Government using GeBIZ and/or pursuant to this Agreement are and shall be
- a. complete, accurate, true and correct; and
 - b. transmitted or sent by such persons as are duly authorised by the Trading Partner to transmit or send the Messages and communications.
- 4.3 The Trading Partner represents and warrants at all times to be bound by all Messages and other communications transmitted or sent by the Trading Partner and/or its Representatives. The Trading Partner further agrees that the Government is under no obligation to check any Messages or other communications to ascertain their completeness, veracity and accuracy.
- 4.4 In the event that there are any changes to the matters represented or warranted under Clause 4.1 above, the Trading Partner shall within one (1) working day provide written notification to the Government in the manner set out in Clause 5.1 of this Agreement.

5 Service of Notices Under the Agreement

- 5.1 Unless otherwise expressly provided under this Agreement, any notice which the Government is required to give to the Trading Partner under this Agreement shall only be deemed to have been served on the Trading Partner if the notice is sent by
- a. post to the address provided by the Trading Partner in its GeBIZ Trading Partner Registration Form or such other address as may be specified in writing by the Trading Partner to the Government, whichever is the latest in time;
 - b. facsimile transmission to the facsimile number provided by the Trading Partner in its GeBIZ Trading Partner Registration Form or such other facsimile number as may be specified in writing by the Trading Partner to the Government, whichever is the latest in time; or
 - c. email to the email address provided by the Trading Partner in its GeBIZ Trading Partner Registration Form or such other email address as may be specified in writing by the Trading Partner to the Government, whichever is the latest in time.
- 5.2 It shall be the duty of the Trading Partner to immediately notify the Government of any change in its correspondence address, facsimile number and email address and those of its Representatives.
- 5.3 Unless otherwise expressly provided under this Agreement or unless otherwise specified by the Government pursuant to Clause 5.4, any notice which the Trading Partner is required to give to the Government under this Agreement shall only be deemed to have been served on the Government if the notice is sent by post to :
- GeBIZ Service Centre, 1 Depot Road, #03-01J, Singapore 109679
- Facsimile transmission to (65) 62741321
- 5.4 The Government may specify from time to time changes in its correspondence address or facsimile number for purposes of service of notices under this Agreement. Any such changes shall be posted on the Website and such posting shall constitute sufficient notice to the Trading Partner of the changes. The changes shall take effect on the date of posting of the changes on the Website. It shall be the sole duty of the Trading Partner to check the Website for any changes in the Government's corresponding address or facsimile number.
- 5.5 For the purposes of Clause 5, notices required to be served under this Agreement shall not include Messages.
- 5.6 Where this Agreement requires the Government to serve a notice on the Trading Partner by posting the notice on the Website, the following shall apply:

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- a. such posting on the Website shall constitute sufficient notice to the Trading Partner notwithstanding that the Trading Partner may not have viewed the notice; and
- b. the notice shall, unless otherwise specified by the Government, take effect from the time of posting on the Website.

6 Off-line Communication

- 6.1 The Trading Partner may direct queries, comments or difficulties encountered with the access and/or use of GeBIZ in the manner specified in Clauses 5.3 and 5.4 or to the Government's Internet e-mail address specified in the Website for the purposes of receiving such off-line communication.
- 6.2 The Government may likewise conduct off-line communication with the Trading Partner in the manner specified in and in accordance with Clause 5.1.
- 6.3 Any communication under Clause 6 shall not have any legal effect between the Parties and without prejudice to the foregoing, shall not constitute a Message or evidence of any action, transaction or notice under this Agreement or any contract or performance of any contract concluded through GeBIZ.

7 Evidence and Validity

- 7.1 Information in the form of an electronic record shall be given legal effect, validity and enforceability.
- 7.2 Messages transmitted and/or generated on the basis of and in accordance with this Agreement shall have, between the Parties, a comparable evidential value to that accorded to written documents.
- 7.3 Without prejudice to Clause 7.4, the Parties expressly accept and agree that any and all Messages transmitted through and/or generated by GeBIZ are final, conclusive and binding for all purposes and shall be relevant and admissible in evidence. The Parties further expressly agree that they shall not dispute the authority, accuracy and/or authenticity of any Message (or any part thereof) on the ground that the Message is transmitted and/or generated electronically.
- 7.4 The Messages Log shall be sufficient evidence of any and all Messages between the Parties transmitted through GeBIZ and/or generated by GeBIZ. The Parties expressly accept the Messages Log as final and conclusive and binding for all purposes. The Parties expressly agree that the Messages Log shall be relevant and admissible in evidence and that they shall not dispute the authority, accuracy and/or authenticity of the Messages Log (or any part thereof) on the ground that the Messages Log is generated, stored and/or maintained electronically.
- 7.5 The Parties expressly accept that Contracts are validly formed by Message(s) transmitted through and/or generated by GeBIZ, and expressly waive any right to bring any action challenging the validity of a Contract concluded between themselves solely on the ground that the Contract was concluded through GeBIZ.

8 Delivery and Receipt of Messages

- 8.1 Unless otherwise expressly provided in this Agreement, Messages sent by the Government to the Trading Partner shall be deemed to have been received by the Trading Partner when the Message is displayed on the Designated Place.
- 8.2 The date and time of the display of the Government's Message on the Designated Place shall be indicated in the Message or shall otherwise be captured in the Messages Log. The Parties expressly agree that this shall constitute evidence of the date and time of the receipt of the Government's Message by the Trading Partner and shall be final and conclusive and binding for all purposes. The Parties also expressly agree not to dispute the authenticity and/or accuracy of the date and time of display of the Government's Message on the Designated Place.

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- 8.3 Unless otherwise expressly provided in this Agreement, Messages sent by the Trading Partner to the Government shall be deemed to have been received by the Government when it is sent by the Trading Partner through GeBIZ and GeBIZ generates a Message (hereafter referred to as "Acknowledgement Message") containing the date and time of delivery of the Trading Partner's Message.
- 8.4 The Parties expressly agree that the Acknowledgement Message shall constitute evidence of the date and time of receipt of the Trading Partner's Message by the Government and accept the Acknowledgement Message as final and conclusive and binding for all purposes. The Parties also expressly agree not to dispute the authenticity and/or accuracy of the Acknowledgment Message.
- 8.5 The place of dispatch and receipt of any and all Messages shall be deemed to be in Singapore."

9 Formation of Contract through GeBIZ

- 9.1 Unless otherwise expressly provided in this Agreement, a Contract may only be formed in the manner specified in this Agreement.

10 Invitation To Tender ("ITT")

- 10.1 The Government may at any time invite Trading Partners to submit offers in response to an ITT for the supply of goods and services through GeBIZ. This is referred to hereafter as electronic ITT.
- 10.2 All electronic ITTs from the Government shall be issued to Trading Partners through GeBIZ. The Message constituting an electronic ITT is referred to as "ITT Message". The ITT Message shall not constitute an offer or acceptance by the Government but shall only represent an invitation to treat from the Government to Trading Partners.
- 10.3 A Trading Partner may, in response to the ITT Message, submit its offer to the Government through GeBIZ within the time specified in the ITT Message. The Message constituting the Trading Partner's offer is referred to as "Offer Message". The issuance of the Offer Message shall constitute the Trading Partner's binding offer to the Government.
- 10.4 If the Government decides to accept the Trading Partner's Offer Message, it shall convey its acceptance by issuing a letter of acceptance to the Trading Partner. The Government's Message constituting the letter of acceptance if issued through GeBIZ is referred to as "Letter of Acceptance Message".
- 10.5 The Government reserves the right to disregard any Offer Message which is submitted after the time specified in the ITT Message, regardless of whether the delay in the submission of the tender was occasioned wholly or in part by any unavailability of GeBIZ, interruption in the access and/or use of GeBIZ or any other factor attributable to the operations of GeBIZ, except where the delay is caused solely by mishandling on the part of the Government.

11 Period Contracts

- 11.1 Period Contracts may be concluded between Parties through GeBIZ. When there is an existing Period Contract between the Government and the Trading Partner, the Trading Partner shall be deemed to have made standing offers to the Government for the provision of goods and/or services specified in the Period Contract for the price agreed upon in the Period Contract and in accordance with the terms of the Period Contract.
- 11.2 All Purchase Orders from the Government for the purchase of specified goods and/or services under a Period Contract shall be issued to the Trading Partner through GeBIZ. The Message constituting a Purchase Order is referred to as "Purchase Order Message". The issuance of the Purchase Order Message(s) shall constitute the Government's acceptance of the standing offer(s) of the Trading Partner under the Period Contract.

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12 Framework Agreements

- 12.1 Framework Agreements may be concluded between Parties through GeBIZ. When there is an existing Framework Agreement between the Government and the Trading Partner, the Trading Partner shall be deemed to have made standing offers to the Government for the provision of goods and/or services specified in the Framework Agreement in accordance with the terms of the Framework Agreement.
- 12.2 All requests for quotes (“Requests for Quotes”) under the Framework Agreements will be issued by the Government to the Trading Partner through GeBIZ. The Message constituting a Request for Quote is referred to as “Request for Quote Message”. The issuance of the Request for Quote Message(s) shall not constitute an offer or acceptance by the Government but shall only represent an invitation to treat from the Government to the Trading Partner.
- 12.3 Upon receiving the Request for Quote Message, the Trading Partner shall submit its quote (“Framework Agreement Quote”) to the Government through GeBIZ within the time specified in the Framework Agreement. The Message constituting a Framework Agreement Quote is referred to as “FA Quote Message”. The issuance of the FA Quote Message(s) shall constitute the Trading Partner’s binding offer(s) to the Government.
- 12.4 If the Government decides to accept the Trading Partner’s FA Quote Message, it shall convey its acceptance by issuing a Purchase Order to the Trading Partner through GeBIZ. The Message constituting the Purchase Order is referred to as “Purchase Order Message”.
- 12.5 The Government reserves the right to disregard any Framework Agreement Quote which is submitted after the time specified in the Framework Agreement, regardless of whether the delay in the submission of the Framework Agreement Quote was occasioned wholly or in part by any unavailability of GeBIZ, interruption in the access and/or use of GeBIZ or any other factor attributable to the operations of GeBIZ, except where the delay is caused solely by mishandling on the part of the Government.

13 Invitation to Quote (“ITQ”)

- 13.1 The Government may at any time invite Trading Partners to submit offers in response to an ITQ for specified goods and/or services through GeBIZ. For the avoidance of doubt, an ITQ is not pursuant to any existing or underlying Period Contract or Framework Agreement between the Parties and is referred to hereafter as electronic ITQ.
- 13.2 All electronic ITQs from the Government shall be issued to the Trading Partner through GeBIZ. The Message constituting an electronic ITQ is referred to as “Quotation Message”. The Quotation Message shall not constitute an offer or acceptance by the Government but shall only represent an invitation to treat from the Government to the Trading Partner.
- 13.3 The Trading Partner may, in response to the Quotation Message, submit its offer to the Government through GeBIZ within the time specified by the Government. The Message constituting the Trading Partner’s offer is referred to as “Offer Message”. The issuance of the Offer Message shall constitute the Trading Partner’s binding offer to the Government.
- 13.4 If the Government decides to accept the Trading Partner’s offer, it shall convey its acceptance by issuing a letter of acceptance to the Trading Partner. The Message constituting the letter of acceptance if issued through GeBIZ is referred to as “Letter of Acceptance Message”.
- 13.5 The Government reserves the right to disregard any Offer Message which is submitted after the time specified by the Government, regardless of whether the delay in the submission of the Quote was occasioned wholly or in part by any unavailability of GeBIZ, interruption in the access and/or use of GeBIZ or any other factor attributable to the operations of GeBIZ, except where the delay is caused solely by mishandling on the part of the Government.

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14 Submission of Electronic Invoice to Government

- 14.1 Unless otherwise expressly specified, the Trading Partner shall use Vendors@Gov to generate and submit invoices to the Government for contracts entered into by the Parties through GeBIZ. Where it is expressly specified in Annex A to this Agreement, the Trading Partner may use GeBIZ to generate and submit invoices to the Government. Where GeBIZ is used by the Trading Partner to generate and submit invoices to the Government, the Message constituting an invoice is referred to as "Invoice Message". Where GeBIZ is used by the Trading Partner to generate and submit invoices, the Parties agree that the Invoice Message and any print-outs of the same shall constitute the official invoice document of the Trading Partner.

15 Termination of Agreement

- 15.1 Notwithstanding anything in this Agreement and in addition to its other rights and remedies under this Agreement or at law, the Government may terminate this Agreement on the occurrence of any of the following events at any time by giving the Trading Partner at least one (1) working day's notice in writing:
- a. if the Trading Partner breaches anything in this Agreement and neglects or otherwise fails to remedy such breach within seven (7) working days of being required in writing to do so by the Government;
 - b. if the Trading Partner become insolvents or is adjudged bankrupt, wound up or is placed under judicial management, receivership or voluntary arrangement or if a petition for bankruptcy, winding up or appointment of judicial manager has been presented against the Trading Partner or a resolution is passed for its winding up or if the Trading Partner enters into any composition or arrangement with its creditors;
 - c. if the Trading Partner is convicted of fraud or corruption in or outside Singapore or of any offence under the Computer Misuse Act (Cap. 50A); or
 - d. if payment of the annual fee specified in Clause 2.2 is not made within fourteen (14) working days from the date it becomes due.
- 15.2 In addition to its rights under Clause 15.1, the Government may terminate this Agreement at any time by giving seven (7) working days' notice in writing to the Trading Partner.
- 15.3 The Government's notice of termination shall be sent to the Trading Partner in accordance with Clause 5.1a or Clause 5.1b and the Trading Partner shall be deemed to have received the notice of termination on the date it is sent by the Government.
- 15.4 The Government shall be entitled to terminate this Agreement in accordance with Clause 15 without being liable for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect.
- 15.5 Subject to Clause 15.6, the Trading Partner may terminate this Agreement at any time by giving seven (7) working days' notice in writing to the Government. The Trading Partner's notice of termination shall not take effect except in accordance with Clause 15.8.
- 15.6 The Trading Partner shall not be entitled to terminate this Agreement if there is any existing Period Contract or Framework Agreement between the Government and the Trading Partner which has not expired or otherwise been determined.
- 15.7 The Trading Partner's notice of termination shall be sent to the Government in accordance with Clause 5.3.
- 15.8 After receiving the Trading Partner's notice of termination, the Government shall determine the date on which the Trading Partner's notice of termination shall take effect and shall notify the Trading Partner in accordance with Clause 5.1 of the effective date of termination of this Agreement. The date of termination of this Agreement as determined by the Government shall not exceed seven (7) working days from the Government's actual receipt of the Trading Partner's notice of termination.

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15.9 The following consequences shall immediately follow upon notice of termination being given in accordance with this Clause 15:

- a. The Trading Partner may make new offers to the Government through GeBIZ any time before the termination of this Agreement.
- b. The Government may at any time before the termination of this Agreement, accept through GeBIZ any offer made by the Trading Partner before or after service of the notice of termination and such acceptance shall constitute a binding Contract between the Parties.

15.10 The following consequences shall immediately follow upon termination of this Agreement:

- a. The Parties shall not be able to transact with each other through GeBIZ.
- b. The Trading Partner's obligations under all Contracts concluded through GeBIZ before the termination of this Agreement shall continue and shall not be affected in any way by the termination of this Agreement.
- c. The Trading Partner's obligations under existing Period Contracts and Framework Agreements shall continue and shall not be affected in any way by the termination of this Agreement.
- d. The termination of this Agreement shall not affect any rights and liabilities accruing immediately before the date of termination.

16 Revocation of Authorisation of Trading Partner's Representative

16.1 The revocation of the authorisation given by the Trading Partner to its Representative for the purposes of transacting through GeBIZ on the Trading Partner's behalf shall be effected in GeBIZ in one of the following ways only:

- a. The Trading Partner shall notify the Government in writing of the revocation of the authorisation given to its specified Authorised Representative. The Government shall delete the Trading Partner's Representative's account in GeBIZ and shall send a written notice to this effect to the Trading Partner by post, facsimile or email in accordance with Clause 5. The revocation of the authorisation of the Trading Partner's Representative shall only take effect on the date of the Government's written notice; or
- b. The Trading Partner's Representative may delete his account in GeBIZ and the revocation of the authorisation of the Trading Partner's Representative shall take effect immediately upon the deletion of the account.

16.2 The Trading Partner shall be fully responsible for the actions, failures, omissions and defaults of its Representative until the effective date of the revocation of the Representative's authorisation.

16.3 The following consequences shall immediately follow upon the revocation of the authorisation of the Trading Partner's Representative:

- a. The Representative shall not be allowed to access and use GeBIZ on the Trading Partner's behalf.
- b. The revocation of the Representative's authorisation shall not in any way affect the Trading Partner's obligations under this Agreement, Contracts concluded through GeBIZ and existing Period Contracts and Framework Agreements.
- c. It shall be the sole duty of the Trading Partner to ensure that it is able to continue to access and use GeBIZ and fulfill its obligations under this Agreement, all contracts concluded through GeBIZ and existing Period Contracts and Framework Agreements, despite the revocation of its Representative's authorisation.

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16.4 The Government shall not be liable in any way for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are referable in any way to the revocation of the authorisation of the Trading Partner's Representative.

17 Liability and Indemnity

17.1 As the Government does not control or pre-screen the content that is submitted to the Government by other Trading Partners and/or its Representatives via the Website, the Trading Partner acknowledges that it may be exposed to content that is offensive, indecent, defamatory or objectionable. The Trading Partner agrees that it shall not hold the Government liable, regardless of the form of action, for any damages, losses, costs, expenses, liabilities or compensation whatsoever (whether direct, indirect, special or consequential or economic loss and whether foreseeable or not) arising from or in connection with the or referable to the access and/or use of GeBIZ by other Trading Partners and/or their Representatives that is beyond the reasonable control of the Government.

17.2 The Trading Partner acknowledges that there are security, corruption, transmission error and access availability risks associated with using open networks and Internet websites and hereby expressly assumes such risks.

17.3 Without prejudice to the foregoing, the Government does not make any warranty or representation that the access and/or use of GeBIZ or any part thereof will be uninterrupted, timely, secure, free from virus or other malicious, destructive or corrupting code, programme or macro, free from transmission errors or otherwise error-free.

17.4 No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality and/or fitness for a particular purpose, is given in conjunction with GeBIZ.

17.5 Any hyperlink to any other website or any reference to any website, entity, product or service is not an endorsement or verification by the Government of such website, entity, product or service. Any access, use or engagement of or other dealings with such website, entity, product or service shall be solely at the Trading Partner's own risks.

17.6 The Government shall not be liable in any way for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are referable to, regardless of the form of action, any breach of security, delay, corruption or destruction of data or systems (including due to but not limited to causes such as virus or other malicious, destructive or corrupting code, programme or macro), transmission error and unavailability of access associated with accessing and/or using GeBIZ or any part thereof even if the Government is advised as to the possibility.

17.7 The Government shall not be liable in any way for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are referable to, regardless of the form of action, any difficulty whatsoever encountered in accessing and/or using GeBIZ or any part thereof arising out of or in connection to the Trading Partner's facilities (including but not limited to computer terminals, modem, software, hardware, systems, subscription to services of Certification Authority, subscription to the services of Internet Service Provider and telecommunications facilities).

17.8 The Government shall not be liable in any way for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, which arise from or are referable to, regardless of the form of action, any difficulty whatsoever encountered by the Trading Partner in accessing and/or using GeBIZ or any part thereof or any upgrading, modification or alteration made to GeBIZ (including but not limited to changes to Authentication Devices).

17.9 The Trading Partner shall solely be responsible and liable and shall hold the Government free of liability for the acts, failures, omissions and defaults of the Trading Partner and its Representatives, including but not limited to:

- a. any content that is submitted, uploaded, posted, emailed, transmitted or otherwise made available by the Trading Partner and/or its Representatives through or on the Website;

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- b. unauthorised access and/or use of GeBIZ or any part thereof;
- c. unauthorised disclosure or use of any Authentication Device;
- d. access and/or use of GeBIZ or any part thereof in a manner inconsistent with this Agreement; or
- e. doing anything contrary to this Agreement and failing to act in accordance with this Agreement.

17.10 The Government shall not be liable in any way, regardless of the form of action for any damages, losses, costs, expenses, liabilities or compensation, whether direct or indirect, in the event of the termination or suspension of GeBIZ (whether notice is given to Trading Partner or not) due to events beyond the Government's control.

17.11 Without prejudice to the foregoing, the Government shall not be liable, regardless of the form of action, for any damages, losses, costs, expenses, liabilities or compensation whatsoever (whether direct, indirect, special or consequential or economic loss and whether foreseeable or not) arising from or in connection with or referable to the access and/or use of GeBIZ.

17.12 The Trading Partner hereby agrees to indemnify and hold the Government harmless against all damages, losses, costs (including legal costs), expenses and liabilities suffered or incurred by the Government arising out of or referable to any claims, suits or proceedings brought against the Government by third parties arising out of or in connection to the Trading Partner's and/or its Representative's access and/or use (including but not limited to unauthorised access and/or use) of GeBIZ or any part thereof.

17.13 The word "Government" in Clause 17 shall include the Government's servants and agents.

18 Confidentiality

18.1 The Trading Partner shall ensure that any Message (including part thereof) from the Government is maintained in confidence and is not disclosed to any unauthorised person or used by the Trading Partner other than for the purposes to which the Message relates. Messages or any part thereof shall not be regarded as containing confidential information to the extent that such information is in the public domain.

18.2 Clause 18 shall survive the termination of this Agreement.

19 Intellectual Property Rights

19.1 The copyright in GeBIZ and the Website is owned by the Government or its licensors. The GeBIZ and/or the Website or any part thereof shall not be reproduced, distributed, adapted, modified, republished, displayed, broadcasted, hyperlinked, framed or transmitted in any manner or by any means or stored in an information retrieval system or "mirrored" on any other server without the Government's prior written permission.

19.2 Clause 19 shall survive the termination of this Agreement.

20 Waiver

20.1 No waiver of any breach shall be effective unless made in writing by the Party granting such waiver and given to the other Party in accordance with Clause 5.

20.2 Unless otherwise expressly provided, the extent of any waiver granted shall be restricted to the specific breach concerned and shall not extend to any further occurrence of such breach or any other breach.

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20.3 The rights and remedies provided to the Parties under this Agreement are cumulative and not exclusive of any rights or remedies available in law.

21 Independent Parties

21.1 For the purposes of this Agreement, the Trading Partner shall be and shall be deemed to be, independent and not an agent or employee of the Government.

21.2 Neither Party shall have the authority to make any statement, representation or commitment of any kind, or to take any action which shall be binding or intended to be binding on the other Party, except as expressly provided in this Agreement or authorised in writing in accordance with Clause 5.

22 Assignment

22.1 The Trading Partner shall not assign or transfer this Agreement or any part, interest or share herein without the prior written consent of the Government given by the Government in accordance with Clause 5.

23 Severance

23.1 If any part of this Agreement should be held in law to be void, voidable, unenforceable or illegal, such provision shall be deemed modified to the extent required to comply with such law or, if necessary, shall be severed from the rest of the Agreement and the remainder of the Agreement shall have full force and effect.

24 Applicable Law and Jurisdiction

24.1 This Agreement shall be governed by, construed and interpreted in accordance with the laws of Singapore.

24.2 Each Party agrees to submit to the exclusive jurisdiction of the Singapore Courts as regards any claim or matter arising under or referable to this Agreement.

25 Variation of Agreement

25.1 The Government reserves the right to vary this Agreement from time to time by amending, adding onto or deleting any of the terms in this Agreement.

25.2 Any variation of this Agreement shall be posted on the Website and such posting shall constitute sufficient notice to the Trading Partner of the variation. The variation shall take effect on the date of the posting of the variation on the Website. It shall be the sole duty of the Trading Partner to check the Website for any variation of this Agreement posted on the Website.

26 Application

26.1 The Government shall post the current applicable version of this Agreement on the Website. Any use and/or access of GeBIZ shall be governed by the applicable version of the Agreement at the time when the Message is transmitted and any notice required to be given under this Agreement shall be governed by the applicable version of this Agreement at the time when the notice is sent.

26.2 Except as otherwise expressly provided, this Agreement shall apply only to the transmission of data and not to the substance of the Messages transmitted.

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27 Third Party Rights

- 27.1 The Parties agree and accept that apart from the Government of the Republic of Singapore, Statutory Boards and such other entities authorised by the Government (“Government authorised entities”) may use GeBIZ to procure goods and/or services from the Trading Partner. To this effect, when a Statutory Board or Government authorised entity transacts with the Trading Partner through GeBIZ, all references to the Government in this Agreement in respect of transacting with the Trading Partner through GeBIZ shall be read as referring to the Statutory Board or Government authorised entity.
- 27.2 All Statutory Boards and Government authorised entities that transact with the Trading Partner through GeBIZ shall have the right under the Contracts (Rights of Third Parties) Act to enforce against the Trading Partner any of the terms of this Agreement pertaining to transactions between the Statutory Boards or Government authorised entities and the Trading Partner through GeBIZ. The Parties agree that the Parties may rescind or vary this Agreement without the consent of any Statutory Board or Government authorised entity.
- 27.3 Save as expressly provided in Clause 27, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of the terms of this Agreement.”
- 27.4 The Trading Partner agrees and accepts that the Government shall not be responsible or held liable for the acts or omission of Statutory Boards and Government authorised entities that transact with the Trading Partner through GeBIZ. Accordingly, the Trading Partner agrees not to sue or to hold the Government liable for any acts or omission of the Statutory Boards and Government authorised entities.

28 Mediation

- 28.1 Notwithstanding anything in this Agreement, in the event of any dispute, claim, question or disagreement between the Government and the Trading Partner arising out of or relating to this Agreement, or the breach thereof, no Party shall proceed to litigation or any other form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.
- 28.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 28.1.
- 28.3 Failure to comply with Clauses 28.1 and 28.2 shall be deemed to be a breach of this Agreement.

Annex A

List of Buyer Agencies accepting e-invoices through GeBIZ.

1. Ministry of Defence