

STANDARD TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS AND ABBREVIATIONS

1.1 In the Contract (as hereinafter defined) the following words and expressions shall have the meanings herein assigned to them except where the context otherwise requires:

Approved and **directed** shall mean approved or directed as the case may be in writing by SMRT.

Authorised Representative shall mean the officer so designated and his successors in office and also such person or persons as may be deputed by him in writing to act on his behalf for the purpose of the Contract.

Contract shall mean the documents forming the tender and acceptance thereof together with the documents referred to therein including the Agreement and the Schedules thereto comprising of: the Tender Specifications, the Contractor's Tender Submission, SMRT's Schedule of Works, these Standard Terms and Conditions of Contract and the Letter of Award and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

Goods shall mean all goods, including parts or units thereof, which the Supplier is required to supply under the Contract.

LTA shall mean the Land Transport Authority, Singapore.

SMRT shall mean the SMRT_____ or its successors or assigns and shall include any officers authorised by the company to act on its behalf.

SMRT Directives: - shall mean further details, and/or written instructions, written directions and written explanations issued by SMRT from time to time in regard to the works

SMRT Instructions: - shall mean written instructions issued by SMRT's Authorised Representative.

SMRT Premises shall mean all 251 North Bridge Road, Singapore 179102 and all other properties operated and maintained by SMRT and their related companies including such other places which are specified in the Schedules to this Contract to form part of SMRT premises.

Supplier shall mean the person or persons, partnership, firm or company whose tender has been accepted and shall include his or their heirs, executors, administrators, approved assignees, successors and duly appointed representative.

Work Specifications: - shall mean any plans, drawings, data or other information relating to the supply of the Services as set out in the Schedules to the Contract including but not limited to the specifications as set out in the SMRT's Tender Specifications, the Company's submitted Form of Tender (including the Tender Submission) and SMRT's Schedule of Works.

Workers and Personnel means labour or staff employed by the Supplier and his Supplier for this contract.

Words importing the singular only also include the plural and vice versa where the context requires.

All dimensions and measures shown on the drawings and given in the Schedule of Prices/Rates and Work Specification shall be taken to be SI Metric Units unless otherwise stated.

2. NATURE OF CONTRACT

- 2.1 This Contract shall be a contract for the supply of Goods during the term specified in the Agreement. It includes Goods to be supplied on a lump sum basis at regular, specified frequencies without the issue of SMRT's Purchase Orders and/or as and when required by the issue of SMRT's Purchase Orders.

3. SAMPLING TESTING AND PACKING

- 3.1 SMRT shall be at liberty to call for samples of any item of Goods to be supplied under the Contract for approval and for such further samples as are required until the samples submitted are in SMRT's opinion in accordance with the requirements of the Contract.
- 3.2 Samples after approval shall indicate the standards to be maintained for the duration of the Contract. If in the opinion of SMRT any Goods supplied under the Contract are not in accordance with the Contract or with any approved sample, SMRT reserves the right to submit any such Goods to expert examination and/or test, and all costs in connection therewith shall be borne by the Supplier unless such examination and/or test shows that the said stores are in accordance with the Contract or with the approved sample.
- 3.3 The Supplier shall, without additional cost, ensure that the Goods to be supplied under the Contract are adequately packed so as to ensure that they reach its destination intact and undamaged. Any other requirements on packing explicitly specified in the Contract shall be complied with and such labour and material costs incurred thereby shall be borne by the Supplier. The Supplier shall replace any Goods found on delivery to have been damaged due to inadequate packing.
- 3.4 Further, the Supplier shall at his own cost and when notified in writing by SMRT, remove and replace the Goods that are found on delivery to be damaged, defective or in any way inferior to approved samples, or not in accordance with the Contract, failing which SMRT shall have the right to purchase replacements elsewhere or to make good any damage in any manner it deems necessary and all costs thereby incurred shall be recoverable from the Supplier by deduction from money due or to become due to the Supplier under the Contract.

4. ORDERS

- 4.1 All orders for Goods to be supplied under the Contract shall be given from time to time, in writing, by SMRT on the appropriate "Purchase Order" form (hereinafter referred to as "the Order"). All such orders shall clearly state the details and nature of the Goods to be supplied and shall also state the amount, calculated at the rates in the Contract.
- 4.2 Upon receipt of any Order, the Supplier shall commence delivery of the Goods referred to therein and complete the same as promised in its tender or otherwise as soon as reasonably possible if no delivery date is specified.
- 4.3 Upon satisfactory completion of the supply of the Goods, the Supplier shall submit the invoice to SMRT who shall certify the same for payment to the Supplier at the time and in the manner herein provided.

5. NON-EXCLUSIVITY OF SUPPLY OF GOODS

- 5.1 If the total quantities of any Goods or the frequency of any Goods to be supplied by the Supplier during the period of the Contract is not specified in the Contract or stated to be merely an estimate, SMRT shall be under no obligation to purchase any such Goods from the Supplier or SMRT shall also reserve the right to vary the quantities ordered in accordance with its actual requirements. No claim whatsoever shall be considered on account of such variations.

- 5.2 Any statement of the estimated quantities of Goods or the estimated frequency of supply during the period of the Contract which may have been given to the Supplier in the course of inviting tenders shall be deemed to be approximate only and merely for the information of the Supplier.

6. DELIVERY AND PAYMENT

- 6.1 The Supplier shall deliver the Goods to be supplied under the Contract at the place or places stated in the Contract and/or Purchase Orders and shall obtain a receipt therefrom SMRT. Notwithstanding any such receipt of Goods by SMRT, the receipt of such Goods shall in no way relieve the Supplier from its responsibility to replace any defective or damaged Goods.
- 6.2 Within sixty (60) days from the date of goods received from the Supplier, SMRT shall make payment to the Supplier of the full value of all Goods delivered. Notwithstanding the making of full payment of the Goods by SMRT, such full payment shall not be deemed as evidence of the acceptance of SMRT of the Goods as to its quality and the Supplier shall not be relieved from its responsibility to replace any defective or damaged Goods
- 6.3 If the Supplier, after receipt of a written notice from SMRT requiring replacements for damaged and/or defective Goods within the time stipulated in the notice, fails to comply with notice, SMRT may on expiry of the time stipulated in the notice source for such damaged and/or defective Goods from other suppliers whatsoever which may be necessary to replace the damaged and/or defective Goods and all costs and expenses incurred in connection therewith shall be recoverable from the Supplier as a debt or may be deducted by SMRT from any monies due or to become due to the Supplier. Alternatively, the Contract may be terminated at the sole discretion of SMRT.

7. TERMINATION OF CONTRACT BY SMRT

- 7.1 This Contract may be terminated by SMRT giving thirty (30) days' written notice to the Supplier or upon the occurrence of any one of the following events:
- 7.1.1 Default - If the Supplier shall without reasonable cause wholly suspends the supply or delivery of any Goods and such default shall continue for seven (7) days after a notice sent by registered post to the Supplier from SMRT specifying the same, SMRT may (without prejudice to any other rights herein contained) thereupon by notice sent by registered post terminate this Contract.
- 7.1.2 Bankruptcy or Assignment – If the Supplier
- (a) commits an act of bankruptcy; or
 - (b) becomes insolvent or compounds with or makes any assignments for the benefit of his creditors; or
 - (c) assigns or sub-contracts the Contract any portion thereof without the written permission of SMRT

then, and in any such event, SMRT may without prejudice to any other rights herein contained by a notice sent by registered post terminate this Contract.

- 7.2 SMRT shall be entitled to terminate this contract with the Supplier and to recover from the Supplier the amount of any loss resulting from such termination, if the Supplier 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 be or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with SMRT or for showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with SMRT or if the like acts shall have been done by any person employed by the

Supplier or acting on his behalf (whether with or without the knowledge of the Supplier), or if in relation to this Contract or any other Contract with SMRT the Supplier or any person employed by him or acting on his behalf shall have committed any offence under the Penal Code (Cap. 224) of the Prevention of Corruption Act (Cap. 241) 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 the said Acts.

7.3 In any of the above cases the SMRT may pay a supplier or other person or persons to supply the Goods and all increased costs thereby incurred shall be deducted from any monies due or to become due to the Supplier or shall be recoverable by SMRT as damages.

7.4 Notwithstanding anything to the contrary in this Contract, SMRT may, upon giving the Supplier at least [Insert Number] days prior written notice, terminate this Contract at any time, without cause and without liability whatsoever to the Supplier.

8. NOTICES

8.1 The Supplier shall notify SMRT an address where notices under this Contract may be served upon him. In the event of the Supplier failing to notify SMRT of such an address, notices shall be deemed served upon the Supplier if sent by registered post to the address stated in this Contract or left at his office on the site.

9. COMPLETION OF DOCUMENTS

9.1 The Supplier shall be deemed to have fully perused and understood this and its associated documents prior to the submission of his tender.

10. INCREASE IN COSTS

10.1 No account shall be taken by SMRT of any amount by which any cost incurred by the Supplier shall have been increased whether by reason of the making after the date of his tender in the Republic of Singapore or elsewhere of any law or of any order, regulation, or by-law having the force of law or by reason of any rise in the rates of wages payable to labour or in the cost of material or transport or otherwise above such costs ruling at the date of his tender.

11. DEDUCTIONS FROM MONEY DUE TO SUPPLIER

11.1 SMRT shall be entitled to deduct any money the Supplier shall be liable to pay under the Contract to SMRT, from the Security Deposit referred to in Clause 17 herein or any sum which may become payable to the Supplier hereunder, provided always that this provision shall not affect any other remedy by action at law or otherwise to which SMRT may be entitled for the recovery of such money.

12. GOODS TO CONFORM TO SPECIFICATION

12.1 All Goods supplied by the Supplier shall be of the respective kinds described in the Work Specification. If the Supplier is found to have committed any non-compliance with any part of the Work Specifications or Drawings, non-fulfilment of any contractual obligations, SMRT reserves the right to:

12.1.1 to order any Goods to be removed and made good to the satisfaction of SMRT at the Supplier's expense; or

12.1.2 in lieu of replaced Goods not supplied in accordance with the Contract, SMRT may allow such Goods to remain and shall recover any cost difference (as reasonably determined by SMRT) between the specified requirements and the non-compliance.

13. DELAY IN SUPPLY AND DELIVERY

13.1 If in the opinion of SMRT there is delay in the supply and/or delivery of any Goods due to any of the following circumstances, namely, acts of God, force majeure events, riots and civil commotion's, strikes, lock-outs or other labour disturbances, fire, war, acts of terrorism, outbreaks of avian flu or such other similar infectious diseases, perils of the sea, delay in transit and other causes of perils beyond the Supplier's control then in any such case the Supplier shall for the duration of any such circumstance aforesaid, to be relieved of his obligation to deliver the services affected but the provisions of the Contract shall remain in full force in regard to any services not affected by such circumstances, aforesaid.

13.2 In the event of failure by the Supplier to deliver the Goods by the date specified in the Contract other than due to the circumstances provided for in the sub-clause 13.1 above (provided such circumstances do not exceed 90 days), SMRT shall have the right:-

- (a) To cancel all or any such Orders 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 Supplier or shall be recoverable as damages;
- (b) To require the Supplier to pay or allow SMRT to deduct from any moneys due or to become due to the Supplier, calculated at the rate of Singapore Dollars (Please refer to Tender Specifications) per day, as liquidated damages (and not as a penalty) for every day of delay until the Goods are delivered;
- (c) That if the amount for which the Supplier is liable hereunder has not been ascertained at the time due for payment of any monies due to the Supplier under this Contract (including monies in the Security deposit), SMRT may withhold out of such monies a sum sufficient in the reasonable judgement of SMRT to cover such cost and no more, and SMRT shall settle such cost as soon as possible and refund any excess withheld without undue delay; and
- (d) That nothing herein shall affect any other remedy by action at law or otherwise to which SMRT or such authority may be entitled for the recovery of such cost.

14. LIABILITY OF PARTIES

14.1 Notwithstanding anything to the contrary herein, SMRT shall in no circumstances be liable to the Supplier for any consequential or indirect loss or damage of any nature whatsoever (including without limitation loss of profits, loss of business, loss of contracts, loss of revenue, loss of anticipated savings or loss of goodwill) arising out of or in connection with the terms of this Contract or any matter whatsoever. Further, in the event that SMRT is held liable for any act, default, event, incident or matter whatsoever (except for liability for personal injury or death), the total aggregate liability of SMRT shall not, in any event, exceed the maximum aggregate of ten per cent (10%) of the value of this Contract.

14.2 The Supplier shall before commencement of any work under this Contract ensure that there is in force a policy of insurance (refer to Annex B) indemnifying SMRT, the Supplier and his contractors against the aforesaid risks and matters.

15. WORK INJURY COMPENSATION

- 15.1 The Supplier shall before commencement of any work under this Contract ensure that there is in force a policy of insurance indemnifying SMRT, the Supplier and all his Suppliers from all liabilities under the Work Injury Compensation Act or any statutory modification or re-enactment thereof and at Common Law and from all costs and expenses incidental or consequential thereto.
- 15.2 Nothing in this clause shall be construed to take away or to waive or in any manner to modify the right of SMRT to be indemnified by Supplier in respect of all compensations, costs, and other expenses whatsoever which by reason of the Supplier's default or otherwise become payable by SMRT under any said Act or law.

16. SUB-CONTRACTING

- 16.1 The Supplier shall not without the written consent of SMRT being first obtained, assign this Contract or sub-contract all or any portion of the Contract; provided that such consent shall not be unreasonably withheld to the prejudice of the Supplier. In the event of any portion of the services being sub-contracted with the written consent of SMRT, the Supplier shall be solely and personally responsible for the due observance by such authorised sub-Suppliers of all the terms, stipulations and conditions of this Contract.
- 16.2 SMRT may, at any time, assign and transfer any or all of its rights, interests, and/or obligations arising out of the Contract by giving written notice thereof to the Contractor. Any such assignment or transfer shall take effect on the date specified in such notice. In the event that SMRT assigns and transfers all its rights, interests, and/or obligations arising of the Contract, SMRT shall be released from all obligations and liabilities arising out of the Contract

17. SECURITY DEPOSIT

- 17.1 The Supplier shall within 14 days of receipt of the Letter of Award, deposit with SMRT an amount equal to five percent (5%) of the Contract Sum or other amount separately specified, by way of an insurance bond or banker's guarantee as security for the due performance and observance by the Supplier of all the stipulations, conditions and agreements herein contained. A specimen of the security deposit is herein attached as Annex A to the Conditions of Contract.
- 17.2 The security given pursuant to this clause whether in the form of an insurance bond or a banker's guarantee as aforesaid shall hereafter be called "the Security Deposit". It is agreed that SMRT may utilize and make payments out of the Security Deposit in accordance with the terms of this Contract.

18. PAYMENT OF SECURITY DEPOSIT

- 18.1 The Security Deposit or any balance thereof, shall become payable and be paid to the Supplier only if and when all defective or damaged Goods have been replaced and made good to the satisfaction of SMRT.

19. TAXES

- 19.1 All the amounts quoted by the Supplier herein are exclusive of goods and services tax or any other taxes that may be applicable to this Contract or the provision of the services herein. The Supplier shall be liable and responsible for the payment of all goods and services tax and all other taxes, duties, levies and other similar charges (and any related interest and penalties) ("Taxes"), arising out of or in connection with this Contract, and shall as required by SMRT, pay to or reimburse SMRT or directly pay to any governmental or regulatory authority or any other person entitled thereto, the amount of any and all such Taxes that may be so incurred.

20. COMMENCEMENT OF CONTRACT

- 20.1 No work on this Contract shall be recommended unless and until the Security Deposit stipulate under Clause 17 herein shall have been deposited with SMRT.

21. EFFECT OF WAR, RIOTS, FLOODS, ETC

- 21.1 If during the performance of this Contract a state of war in which the Government is involved or any state of riot, civil commotion or general strike or any earthquake, flood or tempest arises or exist which has materially affected the fulfilment of this Contract any question respecting the continuance, suspension or determination of this Contract shall be settled by mutual agreement between SMRT and the Supplier or failing such agreement shall be settled as provided in Clause 7 herein.

22. DISPUTES & JURISDICTION

- 22.1 Provided always that in case any dispute or difference except a dispute or difference as to rates of wages or condition of employment of workmen employed by the Supplier in and for the performance of this Contract including workmen employed by authorized sub-suppliers engaged directly by the Supplier, either during the progress or after the determination, abandonment, or breach of the Contract then SMRT shall determine such dispute or difference by a written decision given to the Supplier.
- 22.2 SMRT's written decision shall be final and binding on the parties unless the Supplier within 14 days of the receipt thereof by written notice to SMRT disputes the same, in which case or in case SMRT for 14 days after a written request to him by the Supplier fails to give a decision as aforesaid, such dispute or difference shall be adjudicated in the Courts of Singapore. The Supplier hereby submits to the exclusive jurisdiction of the Courts of Singapore. The construction, validity and performance of this Contract shall be governed in all respects by the laws of Singapore.

23. SET-OFF

- 23.1 All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by SMRT arising out of or attributable to the Contract or any other contract with the Supplier may be deducted by SMRT from monies due or which may become due to the Supplier under the Contract.

24. NON WAIVER OF RIGHTS

- 24.1 The failure by SMRT to insist upon strict performance of any part of the Contract, or delay in or failure to exercise any rights or remedies herein, or properly to notify the Supplier in the event of breach, or the payment for any Goods hereunder shall not be deemed to be a waiver of any right of SMRT to insist upon strict performance hereof or of any rights or remedies, nor shall any termination of the Contract by SMRT operate as a waiver of any of its terms.

25. SEVERANCE

- 25.1 If any provision of this Contract or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further.

26. AMENDMENTS AND VARIATION

- 26.1 Any amendment, variation or supplement to this Contract shall require the written consent of each of the Parties.

27. ENTIRE AGREEMENT

- 27.1 The Contract constitutes the whole and only contract between the Parties relating to the subject matter of the Contract and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto.
- 27.2 Each Party acknowledges that in entering into the Contract it is not relying upon any representation, warranty, promise or assurance made or given by any party or any other person, whether or not in writing, at any time prior to the execution of the Contract that is not expressly set out herein.

28. CONTRACT (RIGHTS OF THIRD PARTIES) ACT 2001

- 28.1 Unless expressly provided to the contrary in this Contract, a person who is not a party to this Contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 2001 and notwithstanding any term of this Contract, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of this Contract.

29. CONFIDENTIALITY

- 29.1 Except with the consent in writing of SMRT, the Supplier shall not disclose this Contract or any provisions or Schedules thereof or any information issued or furnished by or on behalf of the SMRT in connection therewith to any person, except the Supplier's approved sub-contractors or employees on a need to know basis nor use such information for any other purpose whatsoever. Where such disclosure is necessary, the Supplier shall ensure that the sub-Contractor or employee is bound by an obligation similar to that contained in this clause.

30. UNDERTAKING BY CONTRACTOR TO NOVATE (For SMRT Trains Ltd's use only)

- 30.1 The Contractor agrees to execute an undertaking in the form set out under Annex C when deemed necessary by SMRT.

AMENDMENTS TO CONTRACT

One-Year Warranty

- a) Unless specified in the Tender Specification, all parts supplied under this Contract shall be warranted against all defects arising from or relating to design, materials, workmanship, delivery, installation or manufacturing for twelve (12) months from the date of delivery or commissioning whichever is the later ("Warranty Period").
- b) The Supplier hereby expressly warrants that the parts are good and merchantable quality and fit for the purpose required by SMRT and comply with the Work Specifications and SMRT's requirements.
- c) During the Warranty Period, the Supplier shall at no cost whatsoever to SMRT carry out the necessary repairs or replacement using only genuine parts and components. If any parts and components is replaced with new parts and components, the new parts and components shall have a further warranty period of six (6) months from the date of replacement or the balance of the warranty period for the original parts and components, whichever is longer. All replacement parts and components shall become the property of SMRT on installation.

**SECURITY DEPOSIT
(SPECIMEN FORM)**

THIS DEED is made the _____ day of _____ 200 _____ between _____ (Name of Bank) of _____ (Address) (hereinafter referred to as "the Bank" *) of the one part and SMRT _____ of _____ (Address) (hereinafter referred to as "SMRT") of the second part.

WHEREAS:

- (1) _____ (Name of Supplier) of _____ (Address) (hereinafter referred to as "the Supplier") has entered into a Contract with SMRT under Contract No _____ for the _____ (Description of works) for the total contract price of Singapore Dollars _____ (S\$ _____) (hereinafter referred to as "the Contract").
- (2) The Supplier is required by Clause 17 of the Conditions of Contract to provide SMRT a Security Deposit in a sum of _____ duly executed by a bank or insurance company approved in writing by SMRT, which Security Deposit shall be held by SMRT as security for and until the performance and completion by the Supplier of all the Conditions of the Contract in all respects.
- (3) The Bank* has agreed to enter into this Deed to satisfy the Supplier's obligations as required by the Contract.

NOW THIS DEED WITNESSTH as follows:

1. The Bank* hereby unconditionally undertakes and covenants to pay on demand any sum or sums which may from time to time be demanded in writing by SMRT up to a maximum aggregate sum of Singapore _____ dollars _____ (S\$ _____) to be held by SMRT as security for and until the performance and completion by the Supplier of all the conditions of the Contract in all respects.
2. Payment of the aforesaid sum or any part thereof shall be made forthwith by the Bank* upon receipt of a written demand made by SMRT.
3. The liability of the Bank* under this Deed shall not be discharge or impaired by reason of any modification(s) or variation(s) (with or without the knowledge or consent of the Bank*) in any of the stipulations or provisions of the Contract or the works, acts or things to be executed performed or done under the Contract or by reason of any breach or breaches of the Contract by the Supplier or by reason of any forbearance whether as to time, payment, performance or any other matter accorded by SMRT to the Supplier.
4. The Bank's liability under this Deed shall be effective from _____ until _____ (hereinafter called the expiry date) which is inclusive of three months after the contract expiry date.
5. The Deed is conditional upon a claim being made by SMRT by notice in writing to us and a claim hereunder must be made before the expiry date of this Deed. Any claim made shall be payable immediately.
6. SMRT may make more than one claim on this Deed so long as the claims are made before the expiry date of this Deed and the total claims do not exceed the security deposit.
7. This Deed shall be governed by and construed in accordance with the Laws of the Republic of Singapore.

ANNEX B - INSURANCE SPECIFICATION

Insurance to be provided by the Supplier	<p>Without limiting the obligations or responsibilities under the Conditions of Contract, the Supplier shall at all material times provide, but not limited to, the following insurance:</p> <ul style="list-style-type: none"><li data-bbox="464 479 1401 577">(a) For liabilities to third parties including damage to SMRT/LTA properties at a minimum indemnity limit of S\$1,000,000 any one occurrence/unlimited for the Contract Period.<li data-bbox="464 602 1401 667">(b) For liability to workmen or employees of the Contractor under the Singapore Work Injury Compensation Act at Common Law<li data-bbox="464 692 1401 786">(c) The insurance procured under this clause shall name SMRT as an additional insured and include a cross liability clause and waiver of right of subrogation clause in favour of SMRT.
Other Insurances	<p>The Supplier shall have the right to provide for his own account or that of his contractor, authorized subcontractor, supplier, vendor or similar party such other forms of insurance, additional limits of liability and the like as he may deem necessary.</p>

ANNEX C

UNDERTAKING FROM CONTRACTORS

This UNDERTAKING is dated <xxx>.

We, <insert name and address of Contractor> hereby declare to and for the benefit of the Land Transport Authority of Singapore, whose address is at 1 Hampshire Road, Singapore 219428, and its successors in office (“the Authority”), as follows:

1. We understand that by virtue of a licence issued by the Authority to SMRT Trains Ltd (the “Operator”) on 1 October 2016 (the “Licence”), the Operator has been licensed to operate the rapid transit system known as the Licensed Systems.
2. By virtue of a contract entered between the Operator and ourselves dated <XX> (the “Contract”), we have been engaged by the Operator to <insert description of subject matter of relevant contract>.
3. Our attention has been drawn to the fact that under the Licence, the Authority is entitled to require the novation of the Contract to the Authority or a replacement operator licensed by the Authority upon cancellation or expiry of the Licence.
4. We confirm that we are agreeable to novate the Contract to the Authority or such replacement operator in accordance with Section 3 above, and that the provision set out in the Appendix hereto has been duly and properly incorporated into the Contract.
5. We undertake to co-operate fully with the Authority or the replacement operator to achieve a smooth transition in the event of such novation.

IN WITNES WHEREOF, this undertaking has been executed for and on behalf of the company named below by its duly authorized representative:

Signed for and on behalf of

(the Contractor>

By

Name:

Title:

In the presence of

Name:

Title:

(The signatory should be the Chief Executive Officer, Managing Director or equivalent in the Key Contractor)

APPENDIX TO ANNEX C

<THE CONTRACTOR> acknowledges and agrees that this Contract may be novated to such person or entity as SMRT Trains Ltd shall direct (the "Replacement Operator").

<The Contractor> shall, in the event of such novation:

- (a) Undertake to perform any and all of its obligations under this Contract and to be bound by the terms and conditions of this Contract in every way as if the Replacement Operator were and had been from the inception, a party to this Contract in lieu of SMRT Trains Ltd; and
- (b) Release and discharge SMRT Trains Ltd from any and all obligations and liabilities owed to the <Contractor> under this Contract, and shall accept the liability of the Replacement Operator in lieu of the liability of SMRT Trains Ltd