



**IDA's Comments on the RAO**

**SINGAPORE POST LIMITED**

**SUBMISSION TO  
THE INFOCOMM DEVELOPMENT AUTHORITY OF SINGAPORE ("IDA")**

**REFERENCE ACCESS OFFER  
FOR  
POSTAL SERVICES OPERATORS**

## **THIS REFERENCE ACCESS OFFER IS**

**MADE BY: SINGAPORE POST LIMITED**, a company with company registration number 199201623M, incorporated under the laws of the Republic of Singapore and having its registered office at 10 Eunos Road 8, Singapore Post Centre, Singapore 408600 (hereinafter “**SingPost**” which expression shall include its successors and assigns)

**ON: [DATE]**

**PURSUANT TO:** Subsection 5.6 of the Postal Services Competition Code.

### **WHEREAS:**

- A. The Info-communication Development Authority of Singapore (“**the Authority**”) has published a Postal Services Competition Code (“**Code**”).
- B. Subsection 5.6 of the Code requires SingPost as a Mandated Licensee to submit a proposed Reference Access Offer (“**RAO**”) to the Authority for approval. This RAO was submitted on **[DATE]** and approved by the Authority on **[DATE]**.
- C. This RAO is in two parts – the first outlines the procedures necessary to accept the RAO and enter into a Network Access Agreement with SingPost; the second includes the minimum terms and conditions on which SingPost will enter into such a Network Access Agreement with Postal Service Operators (“**PSO**”), the detailed terms and conditions being contained in the relevant schedules.

## **PART 1 – RAO ACCEPTANCE PROCEDURES**

### **1 NOTIFICATION OF ACCEPTANCE OF RAO**

- 1.1 If a PSO, seeks to obtain the Mandated Services contained in the Code from SingPost on the prices, terms and conditions contained in this RAO, that PSO must submit a written acceptance (**Notification of Acceptance of RAO**) to SingPost in the form provided at Attachment A – **Notification of Acceptance of RAO**.
- 1.2 A PSO which submits such a Notification of Acceptance of RAO shall be known as the “Requesting PSO”. The Requesting PSO, by submitting the Notification of Acceptance of RAO will become bound by the provisions of this Part 1 of this RAO, including the representations and warranties contained in clause 3.
- 1.3 The Requesting PSO’s Notification of Acceptance of RAO must contain:
  - a) The Mandated Services it wishes to be supplied with;
  - b) The type of postal services which are licensed for provision by the Requesting PSO;
  - c) A designated contact person;
  - d) If the Requesting PSO is requesting for service under the Network Access Agreement for the first time and the paid up capital of the Requesting PSO is less

than S\$1,000,000, either a banker's guarantee or security deposit (at the Requesting PSO's option) for the amount of S\$20,000; and

- e) Such other information as specified in Attachment A – Notification of Acceptance of RAO.
- 1.4 Unless otherwise agreed or, if and until SingPost finds the Notification of Acceptance of RAO to be non-conforming under clause 2.1, and subject to clause 2, SingPost and the Requesting PSO will, following execution by the Requesting PSO of the Network Access Agreement, use their reasonable endeavours to commence discussions in relation to the implementation of the accepted prices, terms and conditions of the Network Access Agreement within seven (7) calendar days of the receipt of the Notification of Acceptance of RAO, and to complete such discussions within thirty (30) Calendar Days of the receipt of the Notification of Acceptance of RAO.
- 1.5 For the purposes of this RAO, an agreement entered into on the same terms and conditions to those in Part 2 of this RAO shall be referred to as a “**Network Access Agreement**”.
- 1.6 In addition to the dispute resolution procedures provided for in clause 16 of the Network Access Agreement, both the Requesting PSO and SingPost may jointly request the Authority to provide assistance in resolving disputes regarding the acceptance of the Network Access Agreement.
- 1.7 If the Requesting PSO requests services outside the scope of the RAO, the terms and conditions of the provision of such services shall remain outside the scope of this RAO.

## **2 ASSESSMENT OF NOTIFICATION OF ACCEPTANCE OF RAO**

- 2.1 SingPost may find a Notification of Acceptance of RAO to be non-conforming if:
- a) The services requested are outside the scope of the Mandated Services that are required to be supplied to the Requesting PSO; or
  - b) The Requesting PSO has not provided a notification in accordance with the Notification of Acceptance of RAO; or
  - c) SingPost is already supplying the Mandated Services, which are the subject of the Notification of Acceptance of RAO, to the Requesting PSO pursuant to an existing agreement and the Requesting PSO has not notified SingPost of its intention to terminate the provision of the services under that existing agreement, or
  - d) SingPost is or has been granted an exemption by the Authority from the supply of the requested services to the Requesting PSO or generally.
- 2.2 SingPost may apply to the Authority for an exemption from providing the Mandated Services to the Requesting PSO at any time.
- 2.3 Subject to SingPost obtaining the Authority's prior written approval, the operation of this RAO in respect of the Requesting PSO's Notification of Acceptance of RAO will be suspended for such time as the exemption process in clause 2.2 takes to operate.

- 2.4 If SingPost finds a Notification of Acceptance of RAO to be non-conforming under this clause 2 it will:
- a) Notify the Requesting PSO in writing within ten (10) Calendar Days of receipt of the Notification of Acceptance of RAO; and
  - b) Provide reasons for rejection to the Requesting PSO with the notice in clause 2.4(a); and
  - c) Not be required to enter into a Network Access Agreement pursuant to the Notification of Acceptance of RAO.
- 2.5 If SingPost notifies the Requesting PSO that the Notification of Acceptance of RAO is conforming, the Requesting PSO must execute the Network Access Agreement as soon as reasonably practicable.

### **3 REPRESENTATIONS AND WARRANTIES**

- 3.1 By submitting a Notification of Acceptance of RAO, the Requesting PSO represents and warrants that:
- a) It has power to enter into and observe its obligations under the Network Access Agreement;
  - b) It has in full force and effect the authorisations necessary to enter into the Network Access Agreement, observe obligations under it and allow it to be enforced;
  - c) Its obligations under the Network Access Agreement are valid and binding and are enforceable against it in accordance with its terms;
  - d) The information provided by it to SingPost in its Notification of Acceptance of RAO is complete, true and correct, and not misleading; and
  - e) Except where clause 3.3 applies, it is not a trustee of any trust or settlement.
- 3.2 SingPost represents and warrants that:
- a) It has power to enter into and observe its obligations under the Network Access Agreement;
  - b) It has in full force and effect the authorisation necessary to enter into the Network Access Agreement, observe obligations under it and allow it to be enforced; and
  - c) Its obligations under the Network Access Agreement are valid and binding and are enforceable against it in accordance with its terms.
- 3.3 Where the Requesting PSO is a trustee of a trust or settlement, it will be a condition precedent to the Network Access Agreement coming into force and effect that the Requesting PSO, the directors of the Requesting PSO and the beneficiaries of the relevant trust have entered into a deed of covenant and indemnity in a form satisfactory to SingPost to assure SingPost that the Requesting PSO has the power and authority to enter into the RAO and has an appropriate right of indemnity out of trust assets in respect

of its liability under the RAO.

- 3.4 Each Party agrees to indemnify the other Party on demand for any liability, loss, damage, cost or expense (including legal fees on a full indemnity basis) incurred or suffered by the other Party which arises out of or in connection with any breach of any of the representations given in this clause 3.

#### **4. EFFECT OF VARIATION OF SINGPOST'S RAO**

- 4.1 The Network Access Agreement arrived at by accepting this RAO will be effective for such period as SingPost is required to offer RAOs to Requesting PSOs, unless the Authority permits SingPost to withdraw this RAO and terminate the Network Access Agreement adopted by accepting this RAO.
- 4.2 Any amendments made by SingPost to this RAO will automatically form part of the Network Access Agreement.

**IDA:**

***Under the Postal Competition Code, a Mandated Licensee must notify and obtain IDA's written approval before making any changes to the RAO. Accordingly, IDA instructs SingPost to amend clause 4.2 to reflect this.***

- 4.3 The prices, terms and conditions contained in the Network Access Agreement arrived at by accepting this RAO will be effective for the duration of the Network Access Agreement, unless one of the following occurs:
- a) SingPost and the Requesting PSO agree to modify their Network Access Agreement, which will then be treated as an Individualised Access Agreement and will require approval from the Authority to take effect; or
  - b) The Authority directs SingPost to modify any provision of this RAO or approves a modification proposed by SingPost. In such a case SingPost and the Requesting PSO must amend the Network Access Agreement to conform to the modifications contained in this RAO.

#### **5. INDIVIDUALISED ACCESS AGREEMENT**

- 5.1 In the event that the Requesting PSO and SingPost agree to customize their Network Access Agreement to reflect any other services and/or value-added services pertaining to the Mandated Services to be provided by the Requesting PSO and the corresponding prices, terms and conditions accordingly, such customization will then be treated as an Individualised Access Agreement and will be negotiated separately, which will require approval from the Authority to take effect.
- 5.2 A Requesting PSO that has notified SingPost that it wishes to negotiate an Individualised Access Agreement may obtain Mandated Services on the prices, terms and conditions specified in this RAO on an interim basis pending the adoption of the Individualised Access Agreement, either as a result of voluntary agreement or the dispute resolution procedure specified in the Code.

## SINGAPORE POST LIMITED

### PART 2 – NETWORK ACCESS AGREEMENT

**THIS NETWORK ACCESS AGREEMENT** is made the \_\_\_\_ day of \_\_\_\_\_ Year Two Thousand and Eight (2008)

#### **BETWEEN**

**SINGAPORE POST LIMITED**, a company with company registration number 199201623M, incorporated under the laws of the Republic of Singapore and having its registered office at 10 Eunus Road 8, Singapore Post Centre, Singapore 408600 (hereinafter called '**SingPost**' which expression shall include its successors and assigns) of the one part,

#### **AND**

**[Please insert company's name]**, a company with company registration number **[please insert company registration number]**, incorporated under the laws of the Republic of Singapore and having its registered office at **[please insert registered office address]** and also a Postal Services Operator with a licence granted by the Info-communications Development Authority of Singapore (hereinafter called "**the Requesting PSO**") of the other part.

#### **WHEREAS:**

- (A) SingPost is the owner and operator of the Postal Facilities and is authorized by its Licence to convey by post between places in Singapore, and between places in Singapore and places outside Singapore whether by land, by sea or by air, all letters and to perform all the incidental services of receiving, collecting, sending, despatching and delivering of all letters subject to various conditions as specified in Schedule A of the Licence granted to SingPost, including the obligation to provide a universal postal service in Singapore.
- (B) The Requesting PSO is authorized by its Licence to provide the postal services for the conveyance of letters not exceeding 500 grammes in weight specified in Schedule A of its Licence (including the incidental services of receiving, collecting, sorting, sending, despatching and delivering letters), subject to various conditions.
- (C) SingPost is under obligations pursuant to the Postal Services Competition Code published by the Authority (the "**Code**") to provide Mandated Services to Requesting PSOs.
- (D) Pursuant to the Code, this Network Access Agreement (the "**Agreement**") sets out the terms, conditions and the principles upon which SingPost will provide the Requesting PSO with the Mandated Services under Condition 15 of SingPost's Licence.
- (E) The Parties hereto agree to enter into this Agreement, whereby SingPost will provide the said Mandated Services on the terms and conditions hereinafter set out and the Requesting PSO agrees to receive the Mandated Services in respect of which the Requesting PSO has submitted to SingPost a conforming Notification of Acceptance of

the Reference Access Offer and on the terms and conditions set out in this Agreement.

- (F) The Parties acknowledge that a third party may not rely on this Network Access Agreement to obtain similar benefits from either Party.

**IT IS HEREBY AGREED** as follows:

## **1 DEFINITIONS**

- 1.1 In this Agreement, the following words and expressions shall have the following meanings, except where the context otherwise requires:

Access Charges	means the charges or rates as set out in Schedule 6;
Annual Report	means a periodical published usually on a yearly or half-yearly basis by a company to inform its shareholders, of management, operational and/or financial performance of the company or its related corporate entities;
Authority	means in relation to SingPost, the Info-communications Development Authority of Singapore established and constituted under the Info-communications Development Authority of Singapore Act (Cap. 137A) of Singapore, or any governmental or regulatory body which has the responsibility of supervising and/or regulating the postal industry in Singapore and its licensees thereunder;
Barcoded	means, in relation, to Mail, the address of that Mail which has been printed in accordance with the barcode specification set out in SingPost's Designing Quality Mail Guide, such that it is capable of being read by SingPost's automated Mail machinery;
Book	means a written or printed work with pages bound along one side including (but not limited to) a work intended for publication and a bound set of blank sheets for writing or drawing in;
Bulk Mail Centre or (" <b>BMC</b> ")	means SingPost's Bulk Mail Centre located at 10 Eunos Road 5, Singapore Post Centre (East Entrance), Singapore 408600;
Catalogue	means a catalogue of goods, services or other items which invite purchase from its recipients;
Charges	means the Access Charges and such other charges payable by the Requesting PSO for the Mandated Services as set out herein;
Code	means the Postal Competition Code 2008 issued on 2 May 2008;
Confidential Information	includes, but is not limited to, all information of a commercial, technical or financial nature relating to the

Services and/or the Disclosing Party which is deemed to be unique, secret and confidential, and which constitutes the exclusive property or trade secrets of the Disclosing Party, regardless of form, format or media including without limitation, written, oral or information reduced to tangible form and also includes information communicated or obtained through meetings, documents, correspondence or inspection of tangible items;

Credit Facility	means the credit account operated in accordance with clause 8;
Designing Quality Mail Guide	means the guidelines on mail quality published, issued, amended, and/or updated on SingPost's website from time to time;
Direct Mail	means a Letter consisting solely of advertising, marketing or publicity material and comprising an identical message (except for the addressee's name, address and identifying number and other modifications which do not alter the nature of the message) which is sent to more than one addressee, to be conveyed and delivered at the address indicated by the sender on the Letter itself or on its wrapping;
Disclosing Party	means the Party who discloses Confidential Information to the Receiving Party;
Effective Date	means <b>[date]</b> , or such later date as the Parties may agree;
GST	means prevailing tax imposed under the Goods and Services Tax Act (Cap.117A) (the "GST Act");
Homogeneous Mail	has the meaning ascribed thereto in clause 1.4 of Schedule 2A;
Individualised Access Agreement or ("IAA") the	means an individualised Agreement entered into by SingPost with a PSO on individual terms, pursuant to Code;
Licence	means the licence granted by the Authority under the Postal Services Act (Cap. 237A);
Letter	means any communication in written form on any kind of physical medium to be conveyed and delivered (otherwise than electronically) to a particular addressee or address indicated by the sender on the Letter itself or on its wrappings, and includes a postal article containing such communication, but excludes any book, catalogue, newspaper or periodical;
Mail	means a Letter and/or Direct Mail as the case may be, in a Posting;



Mandated Services	means the list of services set out in the Appendix of the Code;
Machineable Mail	means Mail that satisfies the standard mail conditions as set out in SingPost's Designing Quality Mail Guide, as may be amended by SingPost from time to time;
Newspaper	includes a newspaper as defined in the Newspaper and Printing Presses Act (Cap.206), which reads "any publication containing news, intelligence, reports of occurrences, or any remarks, observations or comments, in relation to such news, intelligences, reports of occurrences, or to any other matter of public interest, printed in any language and published for sale or free distribution at regular intervals or otherwise, but does not include any publication published by or for the government;
Notification of Acceptance of RAO	means the Notification accepting the RAO as set out at Attachment A;
Optical Character Reader or (" <b>OCR</b> ")	means, in relation, to Mail, that the address of that Mail has been printed in accordance with the Optical Character Reader specifications set out in SingPost's Designing Quality Mail Guide such that it is capable of being read by SingPost's automated Mail sorting equipment;
Party	means either SingPost or the Requesting PSO as the case may be and "Parties" shall mean SingPost and the Requesting PSO collectively;
Periodical	means a magazine or similar periodical published at regular intervals;
Postage Paid Impression Permit or (" <b>PPI Permit</b> ")	means the permit allocated by SingPost incorporating the following to be shown on each Mail: <ul style="list-style-type: none"> <li>i) the design, indicator, mark, impression or other devices; and</li> <li>ii) the PPI Permit Number,</li> </ul>
Postage Paid Impression Permit Number or (" <b>PPI Permit Number</b> ")	means the number allocated by SingPost and as indicated in the PPI Permit;
Postal Facilities	means the physical and human resources and systems deployed by SingPost for the purposes of meeting SingPost's obligations under its Licence to provide a universal postal service including for the purposes of this Agreement for access to SingPost's BMC;
Posting Docket	means the document containing the quantities and other details of the Mail which enables SingPost to calculate the Postage payable by the Requesting PSO to SingPost;

Postal Sector Code	means a numeric code allocated by SingPost to identify a geographical area for the delivery of Mail;
Postage	means the amount payable by the Requesting PSO to SingPost in respect of the total amount of Mail items the Requesting PSO hands over to SingPost for posting at the BMC for the conveyance and delivery by SingPost to the relevant addresses, the amount of which shall be stated in SingPost's Posting Docket;
Prohibited Postal Articles	means the list of prohibited postal items as provided under the Postal Services Regulations 2008 as may be amended from time to time;
Reference Access Offer or ("RAO")	means the Offer provided by SingPost to PSOs for the Mandated Services;
Receiving Party	means the Party who receives Confidential Information from the Disclosing Party;
Requesting PSO	means the PSO requesting to enter into a Network Access Agreement with SingPost which has submitted a Notification of Acceptance of RAO;
Security Deposit	means the deposit in such form as stipulated in clause 8.9 for an amount of Singapore Dollars One Thousand Five Hundred (S\$1,500) or the average month's posting whichever is greater, or such other amount as may be reasonably specified by SingPost from time to time (where applicable);
the SingPost's Service Level	means the delivery or attempted delivery by SingPost to relevant addresses indicated on the Mail after the acceptance of Mail posted at the BMC and within specified delivery targets as specified at Schedule 5;
Surcharge	means in respect of the Mail, an amount representing the administrative charges/fees imposed by SingPost in rectifying any non-compliance to SingPost's lodgment requirements as may be amended by SingPost from time to time; and
Working Day	means any day which is not a Sunday or a public holiday.

**In this Agreement unless the contrary intention appears:**

- a) A reference to this Agreement or another instrument includes any variation or replacement of any of them;
- b) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or

replacements of any of them;

- c) The singular includes the plural and vice versa;
  - d) The word “person” includes a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency, and includes a reference to the person’s executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
  - e) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
  - f) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
  - g) A reference to a time is a reference to Singapore time;
  - h) A reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
  - i) The words “including”, “for example” or “such as” are not used as, or to be interpreted as a word of limitation, and do not limit the meaning of the words to which the example relates to that example or example of a similar kind; and
  - j) No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement or any part of it.
- 1.2 Headings are inserted for convenience and do not affect the interpretation of this Agreement.

## **2 MANDATED SERVICES**

- 2.1 SingPost agrees to supply to the Requesting PSO on the prices, terms and conditions set out in this Agreement the Mandated Services:
- a) Requested by the Requesting PSO in a Notification of Acceptance of RAO under Part 1 of this Agreement; and
  - b) Notified by SingPost to the Requesting PSO that its Notification of Acceptance of RAO is conforming under Part 1 of this Agreement.
- 2.2 SingPost reserves the right to refuse to offer the Mandated Services to any person/firm/company other than a Requesting PSO without having to assign any reason for such refusal.
- 2.3 It is acknowledged and agreed by the Parties that the treatment of all Mail under this Agreement shall be the same as in the case of ordinary Mail and, in particular, SingPost does not in either case keep detailed records of conveyance or delivery of such Mail.

## **3 DOCUMENTS FORMING PART OF THIS AGREEMENT**

- 3.1 All Annexes and Schedules attached to this Agreement (as may be amended from time

to time by SingPost) shall be deemed to form, and be read and construed as, part of this Agreement. Without limiting the generality of the foregoing, the following Annexes and Schedules shall be deemed to form, and be read and construed as, part of this Agreement:

- a) Part 1 Acceptance Procedures
- b) Attachment A Notification of Acceptance of RAO
- c) Schedule 1 Postage Paid Impression Permit (PPI) Application and Specifications
- d) Schedule 2 Postage Paid Impression (PPI) comprising the following documents:
  - A) Postage Paid Impression Domestic PSO Scheme
  - B) Postage Paid Impression Incoming International PSO Scheme
- e) Schedule 3 Singapore-Origin non-homogeneous Mail
- f) Schedule 4 "Handing off" Mail with Post Office (P.O.) Box address
- g) Schedule 5 SingPost's Service Level
- h) Schedule 6 Access Charges comprising the following documents:
  - A) Domestic PSO Scheme for Mail
  - B) Incoming International PSO Scheme for Mail
  - C) Singapore-Origin non-homogeneous Mail
  - D) "Handing off" Mail with P.O. Box addresses
  - E) Miscellaneous Charges
- i) Annexes
  - Annex 1 Sample of Banker's Guarantee
  - Annex 2 Sample of Postage Paid Impression Application Form
  - Annex 3 Sample of Postal Sector Grouping Sort Plan for Lodging Mail in Pallets
  - Annex 4 Sample of Request Form for Late lodgment of Postage Paid Impression (PPI) Mail

(The Annexes attached hereto are samples for reference only. The latest versions of the Annexes may be obtained from SingPost upon request.)

**IDA:**

***Sub-section 5.6.3.1 of the Postal Competition Code requires the Reference Access Offer (“RAO”) to be “Clear, Complete and Modular”. This is intended to ensure that the RAO is a comprehensive and complete document that is sufficiently detailed enough to enable a requesting PSOs, which is willing to accept its prices, terms and conditions, to obtain access to the Mandated Services without having to negotiate or obtain additional documents from the Mandated Licensee. Therefore, if SingPost intends to require Requesting Licensees to abide by certain sample formats, these formats should be fixed and included in the RAO, and not subject to discretionary ad hoc changes by SingPost. Accordingly, IDA, instructs SingPost to amend the highlighted section above to ensure that the forms in the RAO Annexes are complete and valid for use by requesting PSOs without the need to obtain separate forms from SingPost.***

**PROVIDED ALWAYS THAT** in the event of any conflict between the wording, terms and conditions of this Agreement and any matter contained in any Schedules and Annexes, the terms and conditions of this Agreement shall prevail.

**4 SCOPE OF AGREEMENT**

- 4.1 This Agreement is only for the posting of Singapore-Origin, incoming international Letters and Direct Mail of up to 500 grammes per item with a valid address within Singapore specified by the sender.
- 4.2 All registered articles, insured articles and outgoing international Mail categories (including Letters and Direct Mail), Singapore-Origin and incoming international Periodicals, Annual Reports, Catalogues, Books and Newspapers are excluded.

**5 DURATION OF AGREEMENT AND REVIEW**

- 5.1 This Agreement shall commence on the Effective Date and, without prejudice to clause 11, shall continue in force until the earlier of:
- a) The expiry or termination of SingPost’s Licence where SingPost is not simultaneously granted another Licence of that type;
  - b) The expiry or termination of the Requesting PSO’s Licence where the Requesting PSO is not simultaneously granted another Licence of that type;
  - c) The termination of this Agreement by a Party in accordance with clause 14 or any other right at law; or
  - d) A period of two (2) years from [ 2008].

**IDA:**

***Sub-section 5.6.1 of the Postal Competition Code requires the RAO to be effective until such time as IDA authorises the Mandated Licensee to withdraw it. The RAO is, therefore, intended to be valid for the duration of SingPost’s obligation to provide a RAO without an effective termination date. Accordingly, IDA instructs SingPost to amend clause 5.1(d) to comply with Sub-section 5.6.1 of the Postal Competition Code.***

**6 USE OF THE POSTAGE PAID IMPRESSION PERMIT**

- 6.1 The Requesting PSO shall separately apply for a Postage Paid Impression Permit for the posting of a Letter and Direct Mail, use the allocated and approved Requesting PSO PPI Permit (“**PSO PPI Permit**”) as provided in Schedule 1 and shall comply with all the specified terms and conditions for the Postage Paid Impression services as specified in Schedule 2.
- 6.2 Each Requesting PSO shall be allocated with an unique PPI Permit and unless otherwise indicated by SingPost, this sole Requesting PSO PPI Permit shall be the Requesting PSO’s only access identifier mark, which shall be imprinted clearly and legibly on the top right hand corner of all the Requesting PSO’s PPI Mail in order for such Mail to be accepted at the BMC for posting under this Agreement.
- 6.3 SingPost reserves the right at its sole discretion to withdraw any PSO PPI Permit which has been allocated to the Requesting PSO.

***IDA:***

***As SingPost has chosen to provide the Mandated Services via its Postage Paid Impression (PPI) Schemes (for homogeneous mail), IDA is concerned with SingPost’s discretion to withdraw the PPI Permit, which could have the effect of unreasonably preventing a requesting PSO from accessing SingPost’s mandated downstream delivery services (for homogeneous mail).***

***Accordingly, IDA requires SingPost to amend clause 6.3 to clarify the conditions under which it would withdraw the PPI permits; and to stipulate that PSOs desiring access to SingPost’s downstream delivery services would not be denied access to the mandated downstream delivery services notwithstanding SingPost’s withdrawal of the PPI Permit. Should withdrawal of the permit amount to a termination of the network access agreement, this should also be made subject to approval by IDA.***

## **8 CHARGES AND PAYMENT**

- 8.1 All Charges in this Agreement are inclusive of prevailing GST unless the contrary is expressly stated. Where all or any part of the Charges are expressly stated to be exclusive of GST, GST shall be payable, where applicable, to all or such part of the Charges hereunder.
- 8.2 The Requesting PSO shall pay for the Mandated Services and other associated Charges in accordance with the provisions as set out in this Agreement and in particular, in Schedule 6.
- 8.3 The Charges set out in Schedule 6 will vary as a result of an approval, order, direction, determination or requirement by the Authority.
- 8.4 The Requesting PSO may apply for a credit account with SingPost for the payment of all Postage and any other Charges. The granting of such a credit account will be at SingPost’s sole discretion. SingPost reserves the right to suspend or terminate the Credit Facility without prior written notice whatsoever and without prejudice to its other rights and remedies.

**IDA:**

***With respect to clause 8.4, SingPost should give a reasonable period of notice to PSOs when it intends to suspend or terminate the credit facility. The circumstances for immediate termination or suspension without prior notice should also be very limited and stated upfront. IDA instructs SingPost to amend clause 8.4 accordingly.***

- 8.5 Where the Requesting PSO applies for such a credit account, the Requesting PSO shall not post any Mail under this Credit Facility prior to obtaining the official written approval of the Credit Facility.
- 8.6 The Requesting PSO must provide at its sole cost and expense, the following information to SingPost to evaluate its creditworthiness:
- (i) A full list of shareholders and directors;
  - (ii) A statement of current paid-up capital;
  - (iii) Latest available audited financial statement, comprising profit and loss account, balance sheet, cash flow statement and notes to accounts; and
  - (iv) Such other information which SingPost may require.

**IDA:**

***IDA is concerned about the amount of information required by SingPost to evaluate the creditworthiness of PSO's seeking credit facilities from SingPost. In particular, clauses 8.6(iii) and 8.6(iv), appear to give SingPost complete discretion to request information from PSOs that may be commercially sensitive in nature. These provisions are not reasonable in IDA's view, especially since requesting PSOs are already required to post a \$20,000 banker's guarantee or security deposit with SingPost at the time of application for the RAO. Accordingly, IDA instructs SingPost to delete sub-clauses 8.6(iii) and 8.6(iv), or provide justification as to why they are necessary.***

- 8.7 For non-credit payment, all Charges shall be payable by cash, cheque or cashier's order at the time of posting at the BMC, subject to SingPost's discretion.
- 8.8 An administrative fee of Singapore Dollars Thirty-Two and Cents Ten (S\$32.10) is payable for each dishonoured cheque presented for payment.
- 8.9 Where SingPost is agreeable to provide credit terms to the Requesting PSO, the Requesting PSO shall lodge with SingPost a Security Deposit for the due observance by Requesting PSO of all stipulations, conditions and obligations on the part of the Requesting PSO, prior to the commencement of Mandated Services. The Security Deposit shall either be in the form of a cash deposit or an unconditional banker's guarantee, from a bank established in the Republic of Singapore and approved by SingPost. The unconditional banker's guarantee shall be substantially in the form set out in Annex 1 hereto. In the event of default by Requesting PSO in complying with the stipulations, conditions and obligations contained in this Agreement, SingPost shall be entitled but not obliged and without prejudice to any other remedy which SingPost may be entitled, to apply the Security Deposit or any part thereof in or towards payment of any monies outstanding or to remedy such defaults or to reasonably compensate SingPost any loss or expense to SingPost occasioned by such default. If any part of the Security Deposit shall be applied by SingPost in accordance with this clause, the Requesting PSO shall on demand by SingPost forthwith top-up the amount deducted from the Security

Deposit. Within three (3) months from the date of expiry or termination of this Agreement, SingPost shall return the cash deposit or discharge the banker's guarantee for the full value or the balance thereof, as the case may be, without any interest payable thereon.

**IDA:**

***With regard to clause 8.9, IDA is puzzled as to why an additional \$1,500 security deposit is required for the purposes of securing a credit facility when clause 1.3(d) of Part 1 (RAO Acceptance Procedures), already requires a requesting PSO to post a \$20,000 banker's guarantee or security deposit with SingPost when it applies for the RAO. IDA is also of the view that it is not reasonable to require PSOs to obtain SingPost's approval for the bank in which PSOs obtain the security deposit. The proposed 3-month timeframe for SingPost to return deposits or discharge the banker's guarantee is also too long.***

***Accordingly, IDA instructs SingPost to remove the requirement in clause 8.9 for a separate banker's guarantee and security deposit with SingPost, for the purposes of obtaining a credit facility, where the PSO already has an existing banker's guarantee/security deposit with SingPost. If a banker's guarantee and security deposit with SingPost is required, the clause should not require PSOs to obtain SingPost's approval for the bank in which it obtained the security deposit. IDA also requires that the specified timeframes for refunding the deposits/banker's guarantees should be reduced to a more reasonable timeframe, which IDA believes should not be more than 30 days.***

- 8.10 The Requesting PSO shall forward a valid banker's guarantee prior to or latest by the due date of the existing banker's guarantee, without prior notification from SingPost.
- 8.11 The Requesting PSO shall comply with any credit limit and other conditions placed on the Credit Facility from time to time. In the event that the Requesting PSO is no longer eligible for a Credit Facility, the Requesting PSO shall pay the Postage and any other charges via cash, cheque or cashier's order or direct debit at the time of posting, at SingPost's discretion.
- 8.12 SingPost shall send by ordinary Mail to the Requesting PSO an invoice setting out the total Charges due from the Requesting PSO in respect of the Mandated Services and the Requesting PSO shall pay all such invoices in full within thirty (30) days of the date of the invoice.
- 8.13 For any request for adjustment of the billing invoice due to the incorrect PPI Permit number or any other incorrect information provided by the Requesting PSO as indicated on the Posting Docket; or any other adjustment caused by or arising from the act or omission of the Requesting PSO or its designated lodger, the Requesting PSO shall pay an administrative fee of Singapore Dollars Thirty-Two and cents Ten (S\$32.10), per bill adjustment. This administrative fee will be payable by the Requesting PSO. SingPost reserves the right not to adjust the bill **without assigning any reason whatsoever and the Requesting PSO** whose account is being billed would still be ultimately liable for any outstanding amount due to SingPost.

**IDA:**

***IDA believes that SingPost should provide requesting PSOs with reasonable reasons when denying their requests for bill adjustments, as described under clause 8.13. IDA hereby instructs SingPost to amend the clause to require SingPost to provide requesting PSOs with a reasonable explanation when requests for bill adjustments are denied.***



- 8.14 The Requesting PSO shall promptly pay on demand all Charges levied in respect of the Mandated Services as shown in SingPost's invoice. In the event of any dispute as the amount stated in the invoice, the Requesting PSO shall settle the amount that is not in dispute in accordance with the payment terms pending the resolution of any dispute.
- 8.15 If the Requesting PSO in good faith, disputes an invoice in whole or in part, it shall submit such dispute to SingPost together with reasonable supporting documentation to substantiate such dispute within thirty (30) days after the date of the invoice. The Parties shall cooperate to investigate the dispute and resolve it within fourteen (14) days from the date the dispute was first notified to SingPost. SingPost may at its discretion, but shall not be obliged to, waive interest on the disputed amount at the rate of **twelve per cent (12%)** per annum from its original due date until the date of full payment of the disputed amount.

**IDA:**

***In IDA's view, the interest quantum of 12% per annum, stipulated in clauses 8.15, 8.17(b) and 8.20(b), is not reasonable and may appear punitive. Requesting PSOs who have legitimate concerns and which desire in good faith to dispute an invoice, should be allowed to do so without having to worry about punitive interest rates being levied on disputed amounts. Accordingly, IDA instructs SingPost to amend clause 8.15 to stipulate a more reasonable interest quantum on disputed amounts. Should SingPost be of the view that 12% is a reasonable amount, it should submit compelling reasons to IDA explaining why this is so.***

- 8.16 In the event the Requesting PSO requires SingPost to present its invoices or to allow payment of its invoices via electronic means, the Requesting PSO shall bear all charges incurred, including all third party charges if any.

**IDA:**

***In view of SingPost's Dominant Licensee obligation to provide services at just and reasonable prices, terms and conditions, IDA instructs SingPost to amend clause 8.16 to stipulate that any relevant charges arising from SingPost's provision of invoices by electronic means, would in all cases be reasonable (i.e. related to the cost incurred for providing the service).***

- 8.17 If the Requesting PSO fails to make payment to SingPost on the due date, without prejudice to any other right or remedy available to SingPost, SingPost shall be entitled to:
- a) Upon having served a notice seven (7) working days' prior to its intention to suspend the performance of the Mandated Services, immediately suspend after expiry of such notice, the performance or further performance of its obligations under this Agreement without liability to the Requesting PSO. SingPost shall not accept any Mail posted by the Requesting PSO until all Charges which are due and payable are paid in full, including any interest levied.

**IDA:**

***Sub-section 5.6.3.2(c) of the Postal Competition Code requires SingPost to seek IDA's written approval before unilaterally suspending or terminating network access agreements. This requirement applies to all situations of termination including when PSOs fail to make payments to SingPost. Therefore, IDA instructs SingPost to amend clause 8.17 to clarify that unilateral suspensions of performance obligations under the agreements are, in any case, subject to IDA's approval.***

- b) Charge interest on the unpaid amount at the rate of **twelve per cent (12%)** per

annum from the due date of the invoice till the receipt of the overdue payment, and

- c) Deduct from the Security Deposit all outstanding amounts due.

8.18 Invoices are due and payable in Singapore Dollars.

8.19 All payments for Charges under the Credit Facility must be:

- a) Paid by cheque, banker's draft, cashier's order or electronic transfer directly to the nominated account(s) of the Party to receive the payment;
- b) Paid without counterclaim and free and clear of any withholding or deduction; and
- c) Accompanied by such information as is reasonably required by the Party receiving the payment to properly allocate payments received.

8.20 For settlement of accounts by interbank GIRO, the Requesting PSO shall:

- a) Fulfill all conditions stated in the application form for interbank GIRO;
- b) Be fully responsible for ensuring that there are sufficient funds in the Requesting PSO's bank account for the GIRO deduction. If the GIRO deduction is not successful regardless of whatever reasons and in the event that any invoice remains unpaid after becoming due, SingPost shall be entitled to charge interest on the unpaid Charges at the rate of **twelve per cent (12%)** per annum from the due date of the invoice till the receipt of the overdue payment; and
- c) Pay an administrative fee of Singapore Dollars Five and Cents Thirty-Five (S\$5.35) each time a GIRO deduction is unsuccessful, regardless of the reasons.

**IDA:**

***IDA notes that SingPost has included administrative fees in various parts of the RAO. This makes it difficult for a requesting PSO to get a complete understanding of all administrative fees applicable to itself. As Sub-section 5.6.3.1 of the Postal Competition Code requires the RAO to be "clearly written and organized in a logical and consistent manner", IDA, therefore, instructs SingPost to consolidate all applicable charges, including all applicable administrative fees, in Schedule 6.***

## **9 LIMITATION OF LIABILITY**

9.1 To the extent permitted by law, neither Party shall be liable to the other Party in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof, for any indirect, consequential, collateral, special or incidental loss or damage suffered or incurred by the other Party in connection with this Agreement whether during or after the term of this Agreement. For the purposes of this Agreement, indirect or consequential loss or damage includes, without limitation, loss of revenue, profits, anticipated savings or business, loss of data or goodwill, loss of use or value of any equipment including software, claims of third parties, and all associated and incidental costs and expenses.

9.2 Where SingPost's liability is not excluded under this Agreement or under any applicable law, subject to satisfactory proof, SingPost's liability for direct damages to the Requesting PSO in contract, tort (including negligence) or otherwise whosoever and whatever the

cause thereof, arising by reason of or in connection with the Mandated Services shall be up to a maximum aggregate amount of Singapore Dollars Five Thousand (S\$5,000) per annum.

**IDA:**

***The maximum aggregate liability of \$5,000 per annum, as stated in clause 9.2, is less favourable than the \$5,000 per incident maximum liability provided for in SingPost's existing PPI schemes.***

***Given that the pricing methodology prescribed by the Postal Competition Code requires the prices for Mandated Services to be set at a rate no less favourable than what is currently offered to existing customers in the Mandated Licensee's standard retail schemes, the same principle should apply to the rest of the terms and conditions in the RAO. Accordingly, IDA instructs SingPost to amend the liability limits in clause 9.2 to ensure that they are no less favourable than the liability limits prescribed in SingPost's standard PPI scheme.***

- 9.3 Neither Party shall be in breach of this Agreement, and shall not be liable to the other for its failure to perform its obligations under this Agreement if, and to the extent that, such failure results from the other Party failing to perform any of its obligations under this Agreement.
- 9.4 SingPost accepts no liability for Mail already damaged or which has been inappropriately packed and/or sealed prior to hand over by the Requesting PSO at the BMC.
- 9.5 SingPost shall not be liable for all claims for libel, slander or infringement of copyright arising from the material transmitted or received in connection with the Mandated Services and all other claims arising out of any act or omission of the Requesting PSO in connection with the Mandated Services. In the event of any such claim, the Requesting PSO shall indemnify and keep indemnified SingPost in full in respect of such claim.
- 9.6 For the avoidance of doubt, SingPost shall not be liable in respect of any injury, loss or damage suffered by any person for any reason pursuant to the statutory exclusion of liability of public postal licensees provided for in Section 57 of the Postal Services Act (Cap. 237A).
- 9.7 Nothing in this Agreement in any way excludes or restricts a Party's liability for death or personal injury resulting from the negligence of that Party.

**10 INDEMNITY**

- 10.1 The Requesting PSO shall indemnify and keep SingPost indemnified against any claim, action, suit or proceeding brought or threatened to be brought against SingPost by a third party in relation to SingPost's performance of the Mandated Services, arising out of any act, omission or default (whether or not negligently) of any of the Requesting PSO's obligations hereunder, and to pay SingPost damages, costs and interest in connection with such claim, action, suit or proceeding.

**IDA:**

***IDA is of the view that it is unreasonable for the indemnity (clause 10) to apply only to SingPost. There is no reason why requesting PSOs should not also obtain the same protection against third party action arising out of acts, omissions or defaults on the part of SingPost. Accordingly, IDA instructs SingPost to amend clause 10, such that the indemnity applies both ways.***

## 11 FORCE MAJEURE

- 11.1 Neither SingPost nor the Requesting PSO shall be liable for any loss or damage arising from its failure to perform any of its obligations under this Agreement if such failure is the result of circumstances outside its control including but not limited to the outbreak of war, any governmental act, act of war, explosion, accident, civil commotion, riot, industrial dispute, strike, lockout, stoppages or restraint of labour from whatever cause, whether partial or general, weather conditions, traffic congestion, mechanical breakdown, obstruction of any public or private road or highway or any other force majeure, fire, flood or any other act of God, provided always that the Requesting PSO will remain liable for all Charges due and payable to SingPost.

**IDA:**

***The highlighted sentence in clause 11.1 appears to contradict the preceding section of the same clause. IDA hereby instructs SingPost to amend the clause to explicitly clarify that the charges requesting PSOs will still be liable for, are only those that arose from SingPost's performance of its normal obligations under the RAO, and these are unrelated to the Force Majeure.***

## 12 GOODS AND SERVICES TAX

- 12.1 Subject to clause 8.1, the Requesting PSO shall pay to SingPost, in addition to the charges, a sum equal to the prevailing Goods and Services Tax ("GST") chargeable on the supply to the Requesting PSO of the Service by SingPost in accordance with the Agreement.
- 12.2 Any invoice or other request for payment of invoice due to the SingPost under the contract shall, if he is a taxable person for the purpose of the GST Act be in the same form and contain the same information as if it were a tax invoice for the purposes of the regulations made under the GST Act.

## 13 OTHER TAXES AND LEVIES

- 13.1 Except as provided for otherwise, the Requesting PSO shall be responsible for all taxes, duties, levies, and other similar charges (and any related interest and penalties), however designated (hereinafter referred to as "Taxes"), arising out of or in connection with the Service, including but not limited to, any tax which the Requesting PSO is required to withhold or deduct from payments to SingPost, except any income tax imposed upon SingPost by the Inland Revenue Authority of Singapore.
- 13.2 If Taxes pursuant to sub-clause 13.1 above are required to be paid, the Requesting PSO shall pay such Taxes as are necessary to ensure that SingPost receives a net amount equal to the Charges which SingPost would have received had the payment not been made subject to such Taxes.

## 14 TERMINATION

- 14.1 Subject to clause 14.3, either Party ("Terminating Party") may terminate the entire Agreement, or any Schedule of this Agreement in full or to the extent necessary by providing notice to the other Party where:

- a) The Terminating Party provides not less than one (1) month's prior written notice to the other Party; or
- b) The other Party breaches of any of the terms and conditions of this Agreement (including the Schedules and Annexes hereto), the Terminating Party has given fourteen (14) days' notice of such breach and the other Party has failed to rectify such breach within that time.

14.2 Subject to clause 14.3, SingPost may terminate the entire Agreement, or any Schedule of this Agreement in full or to the extent necessary by providing notice to the Requesting PSO where:

- a) An unauthorised use of the PSO PPI Permit by the Requesting PSO occurs, including but not limited to the use of the PSO PPI Permit in the course of delivery of Mail by any other means other than through SingPost, and SingPost has given fourteen (14) days' notice of such breach and the Requesting PSO has failed to rectify such breach within that time;
- b) In the event that SingPost is of the opinion that the PSO PPI Permit has been used in such a manner as to cause embarrassment or inconvenience or in any manner unacceptable to SingPost, and where SingPost has given fourteen (14) days' notice of such breach and the Requesting PSO has failed to rectify such breach within that time;
- c) The Requesting PSO has outstanding Charges or any other monies due and payable to SingPost which remain unpaid, and where SingPost has given fourteen (14) days' notice of such breach and the Requesting PSO has failed to rectify such breach within that time;
- d) SingPost is unable to provide the Mandated Services due to lack of reasonable operating capacity;
- e) The Requesting PSO has been adjudged bankrupt or if a receiving order has been made against it, or if the Requesting PSO is insolvent or is in liquidation (whether voluntary or compulsory) or if the Requesting PSO has made compositions or arrangements with, or assignment for the benefit of, its creditors;
- f) The Requesting PSO, in the case of a corporation, has a winding-up petition presented against it, or has a receiver or a receiver and manager or a judicial manager appointed;
- g) The Requesting PSO, in the case of a corporation, has in SingPost's reasonable opinion, ceased to carry on business;
- h) The continued operation of this Agreement would be unlawful or would pose an imminent threat to life or property;
- i) In SingPost's reasonable opinion, the Requesting PSO attempted to use, is likely to use or has used any of the Mandated Services (whether with or without the authorisation and/or permission of SingPost) in contravention of any law and SingPost has the necessary confirmation from the Authority that the Requesting PSO is in contravention of the law;
- j) Any material information provided or representation made by the Requesting PSO to SingPost is untrue, misleading or inaccurate and has an adverse material impact on SingPost in relation to its provision of Mandated Services

under this Agreement; or

- k) Where any gift or consideration of any kind was given or offered to any of SingPost's staff as an inducement or reward in connection with the provision of the Mandated Services.
- 14.3 Prior to terminating this Agreement or Schedule in full or to the extent necessary, the Terminating Party will notify the Authority that it proposes to terminate this Agreement or Schedule in full or to the extent necessary and request the Authority's approval, unless imminent threats to life or property or compliance with other legal or regulatory obligations require immediate action, in which case the Terminating Party may immediately terminate the operation of this Agreement or Schedule in full or to the extent necessary.
- 14.4 If the Authority issues an order granting in whole or in part the request under clause 14.3, the Terminating Party may immediately terminate this Agreement, the Schedules or parts of this Agreement covered by the Authority's order by giving written notice to the other Party provided such notice complies with the conditions of any order of the Authority in relation to the termination of this Agreement.
- 14.5 Upon termination of this Agreement or Schedule in full or to the extent necessary, all Mandated Services or other rights conferred on either Party under this Agreement or Schedule (as the case may be) shall immediately terminate and the Requesting PSO shall immediately:
- a) Cease to use the Requesting PSO PPI Permit allocated to it;
  - b) Cease supplying, distributing and printing the stationary incorporating the Requesting PSO PPI Permit;
  - c) Ensure that the Requesting PSO PPI Permit is completely covered on all remaining copies of such stationery and shall undertake to destroy the remaining copies of the stationery; and
  - d) Return forthwith at its own expense to SingPost any associated equipment, stationery or operational items supplied by SingPost.
- 14.6 If the Requesting PSO fails to comply with clause 14.5, upon reasonable prior written notice being served upon the Requesting PSO, SingPost shall have the right to access the Requesting PSO's premises for the purpose of recovering the stocks of materials bearing the Requesting PSO PPI Permit or any other material or stationery belonging to SingPost and shall be at liberty to destroy and dispose of them.
- 14.7 Upon termination of this Agreement or Schedule in full or to the extent necessary, each Party must, at its own expense, deliver to the other Party, or after notices from that other Party, destroy or erase all documents or other forms of storage which comprise or contain the other Party's Confidential Information or from which the other Party's Confidential Information can be reproduced.
- 14.8 Any such termination by either Party of this Agreement or Schedule in full or to the extent necessary shall be without prejudice to any other rights or liabilities of either Party accrued prior to and including the date of termination.
- 14.9 Notwithstanding anything contained herein, in the event the Authority revokes or is to revoke this Agreement or Schedule in full or to the extent necessary, this Agreement or Schedule will automatically and immediately terminate on and from the date of revocation notified by the Authority without entitling the Requesting PSO to receive any

compensation in respect of such termination.

- 14.10 In the event the Authority removes any service under the Mandated Services provided under this Agreement from being required to be supplied or exempts SingPost from supplying a Mandated Service SingPost may immediately terminate the supply of such Mandated Service and those aspects of this Agreement which relate to such a Mandated Service, by giving written notice to the Requesting PSO with effect on or after the effective date of such removal or exemption as notified by the Authority.
- 14.11 Notwithstanding the termination or expiry of this Agreement, clause 16 shall continue in full force and effect.
- 14.12 Notwithstanding clauses 14.1 to 14.11 hereof, SingPost may, upon payment by the Requesting PSO of such sums as demanded by SingPost, and in its absolute discretion, subsequently restore the PPI Permit. Accordingly, all clauses stated herein shall continue to be in force. In the case of resumption of the Mandated Services or any part thereof, the Requesting PSO shall pay a non-refundable fee of Singapore Dollars Thirty-Two and Cents Ten (S\$32.10).
- 14.13 A Party's right to suspend or terminate performance of this Agreement or Schedule in full or to the extent necessary pursuant to clause 14 shall be without prejudice to any other rights or remedies, which the Party may have in law or in equity.

**IDA:**

**IDA has several concerns with regard to the termination provisions proposed in Section 14. In particular the following:**

**a) 14.2(d) – This clause appears to give SingPost the right to terminate the entire agreement if it is unable to provide the Mandated Services due to lack of operating capacity. Once SingPost has agreed to a Network Access Agreement, it is expected to take all reasonable actions to ensure that it has sufficient operating capacity to honour its obligations under the agreement. As such, there should be no circumstance under which a termination is warranted simply on the count of a lack of operating capacity. Accordingly, clause 14.2(d) should be deleted.**

**b) 14.2(k) – In IDA’s view, the circumstances stipulated in 14.2(k) do not constitute sufficient grounds for a termination of a network access agreement. Instances of bribery of SingPost staff are unlikely to significantly affect the ability of either party to live up to their obligations under the Network Access Agreement. Clause 14.2(k) should, therefore, be deleted. The proper recourse for instances of bribery should be for SingPost to refer the offender to the relevant government agencies, rather than for SingPost to terminate the agreement.**

**c) 14.6 – In IDA’s view, a PSO’s failure to comply with clause 14.5 is, in itself, not sufficient grounds for SingPost to be given full right of entry and access to a PSO’s property. SingPost should consider other avenues for the recovery of its stocks including, for instance, the option to charge PSOs a reasonable value for the unreturned stocks. Accordingly, clause 14.6 should be amended to reflect such other alternatives.**

**d) 14.10 – In the event that IDA removes any service from the list of Mandated Services provided for under this agreement, it is IDA’s view that SingPost should still provide requesting PSOs fair notice before terminating the service in order to minimize disruption to the latter’s operations. Clause 14.10 should thus be amended to allow for a reasonable lead time before SingPost terminates the network access agreement.**

**e) 14.12 – A Mandated Licensee has an obligation to provide downstream delivery services at just and reasonable prices, terms and conditions. Accordingly, it is not reasonable, in IDA’s view, for SingPost to have “absolute discretion” to demand any sum from a Requesting PSO as a condition for restoring a PSO’s PPI Permit, if such is required for the purposes of accessing SingPost’s downstream access services. Any sum payable to SingPost for restoration of a withdrawn PPI Permit, should be directly related to the outstanding amount owed by the PSO to SingPost prior to the withdrawal of its PPI Permit. IDA hereby instructs SingPost to amend clause 14.2 accordingly.**

**IDA instructs SingPost to revise Section 14 to take into account IDA’s comments above.**

## **15 NOTICES**

- 15.1 All notices, demands or other communications required or permitted to be given or made under or in connection with this Agreement shall be in writing and shall be sufficiently given or made (i) if delivered by hand or (ii) sent by pre-paid registered post or (iii) sent by legible facsimile transmission (provided that the receipt of such facsimile transmission is confirmed and a copy thereof is sent immediately thereafter by pre-paid registered post) addressed to the intended recipient at its address or facsimile number set out



below. Either Party may from time to time notify the other Party of its change of address or facsimile number in accordance with this clause.

The Requesting PSO:  
**[please insert name]**  
**[please insert address]**  
Tel: **[please insert]**  
Fax: **[please insert]**

SingPost:  
**Account Director (Wholesale Business)**  
**Mail Business Division**  
10 Eunos Road 8  
Singapore Post Centre #05-37  
Tel: 6845 6811  
Fax: 6841 4653

**IDA:**

***As there may arise questions relating to the implementation of the RAO once executed between SingPost and a Requesting PSO, IDA instructs SingPost to include in clause 15, a requirement for SingPost and the Requesting PSO to designate a contact person from each party whom either party may contact with regard to the implementation of the RAO. The information to be exchange for this purpose would in addition to the name, telephone number (DID) and fax number, include also the email address and/or mobile number of the designated person from each party to facilitate communication.***

- 15.2 Any such notice, demand, court process or communication shall be deemed to have been duly served if it is (i) delivered by hand or sent by pre-paid registered post, at the time of delivery; or (ii) if made by successfully transmitted facsimile transmission, at the time of dispatch (provided that the receipt of such facsimile transmission is confirmed and that immediately after such dispatch, a copy thereof is sent by pre-paid registered post).

## **16 CONFIDENTIALITY**

- 16.1 Each Party acknowledges that during the course of the performance of this Agreement, it may have access to Confidential Information of the other Party or one of its affiliates, and the Parties acknowledge that they are in a confidential relationship with the other. Confidential Information shall be used by Receiving Party only in performing or receiving the benefit of this Agreement and may not be used for other purposes, except upon such terms as may be agreed upon in writing by the Disclosing Party. The Receiving Party agrees to maintain the confidentiality of the Confidential Information disclosed to it under these Terms and Conditions and to use the same degree of care as it uses with regard to its own Confidential Information to prevent the disclosure, publication or unauthorised use of the Confidential Information and in any case, no less than reasonable care. Neither Party may duplicate or copy Confidential Information of the other Party other than to the extent necessary for legitimate business use in connection with this Agreement.
- 16.2 The Receiving Party shall not be liable for the disclosure or use of Confidential Information if the same:
- a) Is in or enters the public domain, other than by breach of this Agreement; or
  - b) Is known to the Receiving Party on a non-confidential basis prior to disclosure

pursuant to this Agreement; or

- c) Is or has been lawfully disclosed to the Receiving Party by a third party without an obligation of confidentiality; or
  - d) Is required to be disclosed pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law.
- 16.3 Notwithstanding anything contained herein, SingPost may disclose the Confidential Information pursuant to any rules, regulations or direction of any regulatory authority.

## **17 DISPUTE RESOLUTION**

- 17.1 If a dispute arises out of or in connection with this Agreement, either Party may, by notice, require the other Party to seek to resolve the dispute by negotiation in good faith.
- 17.2 If the Parties fail to resolve any dispute under clause 17.1 within 90 days after the notice referred to in clause 17.1, either Party may refer the dispute for determination by the Authority.
- 17.3 Notwithstanding clauses 17.1 and 17.2, if either Party considers that the matter to be resolved by the Authority requires urgent resolution, it shall:
- a) Give notice to the other Party to that effect, with its reasons, and require the matter to be discussed between the representatives of the Parties;
  - b) If the relevant representatives have not met or have otherwise failed to resolve such dispute within 7 working days of the notice given under clause 17.3, the Party who gave such notice shall be entitled to refer the matter forthwith for determination by resolution to the Authority and to apply to the Authority for rules of procedures which will lead to urgent resolution of the matter.
- 17.4 Notwithstanding clauses 17.1 to 17.3 above, where the Parties fail to resolve any dispute regarding network access arising from the implementation of this Agreement, the Parties will refer such a dispute to the Authority for resolution and will obtain the Authority's written approval before unilaterally suspending or terminating the Agreement.
- 17.5 Notwithstanding clauses 17.1, to 17.4, if the Authority declines to intervene, nothing in this Agreement shall prevent a Party, with the consent of the other Party from attempting to settle any dispute arising out of this Agreement by the following methods:
- (a) Mediation conducted in private and in accordance with the rules of the Singapore Mediation Centre, with each Party bearing its own costs for participation and halving the costs of engaging the mediator, with any agreement binding the Parties on its terms. Where the parties fail to reach agreement under this clause, the dispute may be referred to the arbitration process under clause 17.5(b) below; and/or
  - (b) Arbitration, conducted in private and in accordance with the Arbitration Rules of Singapore International Arbitration Centre ("SIAC") with each Party bearing its own costs for participation and halving the costs of engaging the arbitrator with any agreement binding the Parties on its terms.
- 17.6 Where the Parties fail to reach agreement on the appointment of a mediator or arbitrator

for the purposes of clause 17.4, the Parties will agree;

- (a) In the case of mediation, to refer the dispute by mutual agreement to arbitration;  
or
- (b) In the case of arbitration, agree to the arbitrator being appointed by the chairperson of SIAC.

## **18 ASSIGNMENT AND SUB-CONTRACTING**

- 18.1 Neither Party may assign the benefit of this Agreement, unless with prior written consent of other Party, which will not be unreasonably withheld.
- 18.2 SingPost recognizes that the Requesting PSO may use sub-contractors (including affiliates, franchisees, third party carriers and owner-drivers) to convey Mail from one place to another and therefore such subcontractors may access the BMC under and in accordance with this Agreement on behalf of the Requesting PSO. Notwithstanding the above, the Requesting PSO shall remain at all times principally responsible for all its obligations under this Agreement.

## **19 EXCLUSION OF RIGHTS OF THIRD PARTIES**

- 19.1 A person who is not a Party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of this Agreement.

## **20 INDEPENDENT CONTRACTORS**

- 20.1 The relationship of the Parties shall be solely that of independent contractors. Nothing in this contract shall be deemed to constitute, create or give effect to or otherwise recognise a joint venture, partnership or formal business entity of any kind, and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein contained shall be construed as authorising either Party to act as an agent or representative of the other Party.

## **21 ENTIRE AGREEMENT**

- 21.1 This Agreement and all Attachments, Schedules and Annexes hereto (as may be amended from time to time) shall constitute the entire understanding between the Parties hereto concerning the provision of the Mandated Services and supersedes and replaces any prior agreements and negotiations related to the subject matter herein.
- 21.2 In the event of any conflict between the wording, terms and conditions of this Agreement and any matter contained in any Attachments, Schedules and Annexes, the terms and conditions of this Agreement shall prevail.

## **22 VARIATIONS**

- 22.1 This Agreement will be automatically amended in accordance with any amendments required by the Authority from time to time and the Requesting PSO shall be bound to observe and comply with the terms and conditions herein and any such amendments thereof.

- 22.2 Except as otherwise provided for in clause 22.3, this Agreement will also be automatically amended in accordance with any variations which are notified by SingPost to the Authority. Following the receipt of written approval from the Authority, the Requesting PSO shall be bound to observe and comply with the terms and conditions herein and any such amendments thereof.
- 22.3 Where any other amendments or variations of a non-price nature are necessitated because of:
- a) Any operational or network changes (including but not limited to the timing of transport connections, change in the location of SingPost's Mail Processing Centre, or BMC);
  - b) Any structural changes that are implemented by SingPost affecting the Mail Processing Centre and/or BMC; and
  - c) Any new machinery systems or requirements and any other mechanical processing changes (including but not limited to changes in system and/or machineability requirements or specifications which are required for processing of the Mail),

the notification of such amendment or variation by SingPost to the Authority and the Requesting PSO shall be deemed sufficient provided at least one (1) month's prior written notice is given to both parties.

**IDA:**

***Under the Postal Competition Code, a Mandated Licensee must notify and obtain IDA's written approval before making any changes to the RAO. Therefore, SingPost cannot prescribe the circumstances under which only a notification to IDA would suffice for amendments to be made effective. Accordingly, IDA instructs SingPost to delete clause 22.3 from the proposed RAO. Should SingPost seek to be exempted from any of its Dominant Licensee obligations under the Postal Competition Code, it should instead submit a separate application to IDA under Section 2.6 of the Postal Competition Code.***

- 23.1 Without limiting either Party's obligations under this Agreement, unless otherwise agreed by SingPost, the Requesting PSO shall have in force and maintain with an insurance company licenced in Singapore for the term of this Agreement, general liability or public liability insurance against injury to persons and property to the value of not less than S\$1 million in respect of each claim.
- 23.2 The policy of insurance set forth in clause 23.1 shall include SingPost as a co-insured party and expressly provide for the waiver of any and all rights of subrogation against SingPost which the insurer may otherwise be entitled to.

**IDA:**

***In IDA's view, it is not reasonable for SingPost to require Requesting PSOs to be insured for liabilities of not less than \$1 million, when SingPost has sought to limit its own liability to \$5,000 per annum. In addition, IDA is puzzled as to why SingPost should require requesting PSOs to include SingPost as a co-insured party and provide a waiver for SingPost of any subrogation rights which the insurer may be entitled to. Accordingly, IDA instructs SingPost to amend clause 23.1 to provide for a more reasonable liability quantum, and to delete clause 23.2. Should SingPost be of the view that the \$1 million quantum is reasonable, it should submit compelling and relevant justifications to IDA for its consideration.***

- 23.3 The Requesting PSO shall ensure that whilst within SingPost's premises, its drivers, servants, employees, agents, representatives and/or sub-contractors observe and comply promptly with all safety measures, recommendations and regulations as may be given or necessary or requested by any relevant governmental authorities and/or SingPost, including but not limited to the Workplace Safety and Health Act (Cap. 354A) and other relevant legislation, subsidiary legislation, all enactments and/or re-enactments thereof and SingPost's safety programme and safety management system pertaining to industrial safety and health.
- 23.4 All usage of the supplied equipments within SingPost's premises shall be at the Requesting PSO's own risk.

## **24 PUBLICITY**

- 24.1 The Requesting PSO shall be responsible for and shall bear all costs incurred in carrying out any publicity campaign(s) which it may wish to undertake to publicise the availability of the Mandated Services provided under this Agreement.
- 24.2 Any or all of the publicity involving or reflecting SingPost must be approved in writing by SingPost before its release, which approval shall not be unreasonably withheld or delayed.

## **25 SEVERABILITY**

- 25.1 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 25.2 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable, the Parties shall negotiate in good faith in order to agree upon the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible gives effect to their intentions as expressed herein.

## **26 APPLICABLE LAW AND JURISDICTION**

- 26.1 This Agreement shall be subject to and construed in accordance with the laws of the Republic of Singapore and the Parties hereby submit to the exclusive jurisdiction of such courts.
- 26.2 For the avoidance of doubt and without prejudice to sub-clause 26.1 hereof, it is hereby agreed and understood that this Agreement shall, notwithstanding anything contained herein, be subject to the Postal Services Act (Cap. 237A) including any statutory modification or re-enactment thereof and any rules and regulations made there under and any directions whatsoever which the Authority has given or may give to SingPost or under any provisions of any licence granted by the Authority, where applicable.

SIGNED as an agreement.

SIGNED by [ ]  
as authorised signatory for [ ]  
in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

SIGNED by [ ]  
as authorised signatory for **SINGAPORE POST LIMITED**  
in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

## **ATTACHMENT A**

### **NOTIFICATION OF ACCEPTANCE OF RAO – SINGPOST REFERENCE ACCESS OFFER**

If a Requesting PSO seeks to obtain the Mandated Services contained in the Network Access Agreement from SingPost on the prices, terms and conditions contained in SingPost's Reference Access Offer, that Requesting PSO must submit this written Notification of Acceptance of RAO to SingPost in the form as provided in Attachment A to the RAO.

A Postal Services Operator which wishes to use the Mandated Services and which submits this Notification of Acceptance of RAO to SingPost shall be known as the “**Requesting PSO**”. The Requesting PSO by submitting the Notification of Acceptance of RAO, will become bound by the provisions of Part 1 of this RAO, including the representations and warranties contained in clause 3.

If SingPost finds this Notification of Acceptance of RAO to be non-conforming according to the criteria in Part 1 of SingPost’s RAO, it will follow the procedures in that clause.

Is acceptance of RAO on an interim basis pending adoption of an Individualised Access Agreement? YES / NO (delete where in applicable)

**The Requesting PSO is:**

[Name of company:

Company registration number:

Having its registered office at:]

**The Requesting PSO’s designated contact person:**

[REQUESTING PSO TO COMPLETE]

**The Requesting PSO is licensed to provide the following types of postal services:**

[REQUESTING PSO TO COMPLETE] ..... [ ]

**The Requesting PSO requests the following Mandated Services**

*(Please tick the appropriate boxes)*

Postage Paid Impression Domestic Mail PSO Scheme ..... [ ]

Postage Paid Impression Incoming International Mail PSO Scheme ..... [ ]

Singapore-Origin non-homogeneous Mail PSO Scheme..... [ ]

"Handing Off" Mail with Post Office (P.O.) Box address ..... [ ]

The Requesting PSO must provide to SingPost along with its Notification of Acceptance of RAO, at its sole cost and expense, the following creditworthiness, security and insurance information:

- 1 A full list of shareholders and directors;
- 2 A statement of current paid-up capital;
- 3 Evidence of the insurance required under clause 23 of the RAO.
- 4 If the paid up capital of the Requesting PSO is less than S\$1,000,000, the Requesting PSO must provide SingPost with either a banker’s guarantee or security deposit (at the



Requesting PSO's option) for the amount of S\$20,000.

SingPost may amend the Requesting PSO's credit, security and insurance requirements in accordance with the Network Access Agreement.

**IDA:**

***In accordance with IDA's comments on clause 8.6 above, IDA instructs SingPost to make consequential amendments to Attachment A in relation to information requested by SingPost with regard to the creditworthiness of requesting PSOs.***

## **Schedule 1**

### Postage Paid Impression (“PPI”) Permit Application and Specifications

**SCHEDULE 1**  
**POSTAGE PAID IMPRESSION (“PPI”) PERMIT**  
**APPLICATION AND SPECIFICATIONS**

**1 TERMS AND CONDITIONS**

- 1.1 For the purposes of this Agreement, the PPI Permit allocated by SingPost to the Requesting PSO shall be referred to herein as the PSO PPI Permit (“**PSO PPI Permit**”), which shall serve as the Requesting PSO’s identifier mark for access through SingPost’s delivery system.
- 1.2 A PSO PPI Permit from SingPost is required for the posting of all Mail bearing the PPI design in accordance with clauses 2.4 and 2.5 herein (“**PPI Mail**”). The permit is non-transferable and shall be valid from the date of issue and shall continue to remain in force until it is suspended, revoked or otherwise dealt with in accordance with the provisions hereof.
- 1.3 The Requesting PSO may apply for a PSO PPI Permit from SingPost by completing and submitting an application form (see Annex 2) together with the latest copy of its Business Profile issued by The Accounting and Corporate Regulatory of Singapore in order for the application to be considered as a complete application.
- 1.4 SingPost may, upon receipt of the application form and all relevant supporting documents, issue the PSO PPI Permit provided that SingPost shall be at liberty to reject any application without assigning any reason whatsoever. Each Requesting PSO will be issued with a unique PSO PPI Permit Number.

**IDA:**

***As a Mandated Licensee, SingPost is required to provide requesting PSOs access to mandated downstream access services. Therefore, SingPost is required to accept any application for a PPI permit so long as the requesting PSO’s Notification of Acceptance of RAO is in conformity with clause 2.1 of Part 1 of the proposed RAO. Accordingly, IDA instructs SingPost to amend clause 1.4 to remove the ability for SingPost to reject PPI Permit applications without assigning any reason whatsoever.***

- 1.5 The PPI Permit is the property of SingPost and the Requesting PSO has no property rights to the PPI Permit. The Requesting PSO may not allow any other person, entity or organisation to use the PPI Permit issued by SingPost to the Requesting PSO, nor transfer or assign the same to any other person whomsoever. The PPI Permit shall only be used for the posting of PPI Mail at the BMC.
- 1.6 The Requesting PSO must strictly comply with SingPost’s PPI Permit Specifications and all other requirements as may be specified by SingPost from time to time. Without limiting the generality of the foregoing, the Requesting PSO shall:
- a) Use the PPI Permit Number allocated to it by SingPost;
  - b) Preprint or clearly label the PSO PPI Permit on all envelopes, postcards, carrier sheets and wrappings. No rubber stamps with the PPI Permit shall be allowed to be used on the Mail;

- c) Not make any amendment, modification, alteration, or reformatting of the PSO PPI Permit;
  - d) Not assign a date reference to the PSO PPI Permit;
  - e) Use such PSO PPI Permit only for any Mail conveyed or delivered by SingPost; and such Mail must be posted with SingPost with an accurate, fully completed and approved Posting Docket, and shall at all times pay the correct Postage to SingPost;
  - f) Not portray any imagery or words related to SingPost with the PSO PPI Permit in any way which would or may bring SingPost into disrepute;
  - g) Not use any marks, indicators or impressions which may be associated with or is confusingly similar to those used by SingPost;
  - h) Post the PPI Permit Mail only at SingPost's BMC, 10 Eunos Road 5, Singapore Post Centre (East Entrance) during its operating hours; and
  - i) Inform SingPost promptly if the Requesting PSO's contact details change.
- 1.7 The Requesting PSO shall not use the PSO PPI Permit on any Mail or other items to be collected, conveyed or delivered by the Requesting PSO itself or by any other third party.
- 1.8 The rights granted under these terms are personal to the Requesting PSO and the Requesting PSO may not assign or license any of the rights granted under these terms without the prior written consent of SingPost. Nothing in these terms confers on any third party any benefit or the right to enforce any clause of these terms.
- 1.9 Items carrying any other customers' PPI Permit shall not be posted under this Agreement.
- 1.10 In the event if any PPI Mail is found not to be posted at SingPost's BMC and that Postage has not been paid, SingPost reserves the right to:
- a) Notify the Requesting PSO, who shall collect the Mail from SingPost and pay a surcharge of Singapore Dollar One and Cents Two (S\$1.02) per item or any other rates as may be determined from time to time; or
  - b) Process and deliver the Mail and charge the addressee a surcharge of Singapore Dollar One and Cents Two (S\$1.02) per item in addition to the unpaid Postage.
- Such actions of SingPost shall be without prejudice to any other rights or remedies which SingPost may have.
- 1.11 SingPost will levy a non-refundable annual administrative fee of Singapore Dollars One Hundred Twenty-Eight and Cents Forty (S\$128.40) for any PPI Permit that is dormant or inactive (without any Mail posting transactions) for continuous period of twelve (12) months or more from the date of issuance of the PPI Permit.

## **2 PPI PERMIT SPECIFICATIONS**

- 2.1 At SingPost's sole discretion, the Requesting PSO may be required to use the Requesting PSO PPI Permit allocated to the Requesting PSO under the RAO for all of its

other postings outside of the Network Access Agreement posted through SingPost.

**IDA:**

***The RAO pertains only to the provision of Mandated Services. Prices, terms and conditions for services that fall outside the scope of the Mandated Services, should not be included in the RAO. Accordingly, IDA instructs SingPost to delete clause 2.1 as it does not pertain to the provision of Mandated Services.***

- 2.2 SingPost reserves the right at its sole discretion to withdraw any PSO PPI Permit which has been allocated to the Requesting PSO.

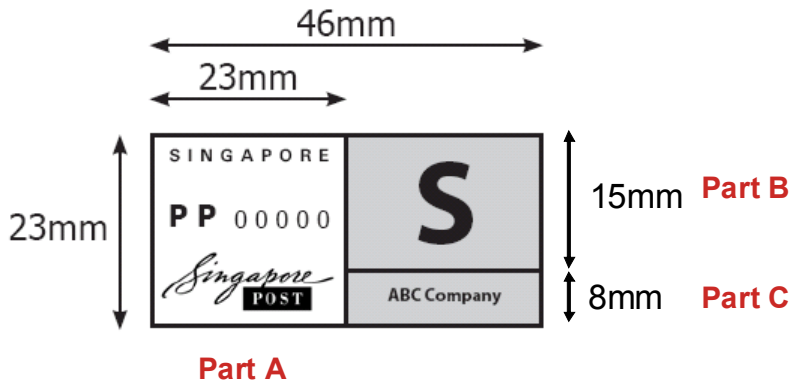
**IDA:**

***In accordance with IDA's comments on clause 6.3 of the "Network Access Agreement" above, IDA instructs SingPost to amend clause 2.2 such that SingPost is obliged to give prior notice and reasonable explanation to PSO if it withdraws a PSO's PPI permit, and this should be made subject to approval by IDA.***

- 2.3 The Requesting PSO that applies for access through SingPost shall be issued with a PSO PPI Permit which must be submitted to SingPost together with the artwork for approval at least 2 weeks before commencement of any of the Mandated Services.

- 2.4 The PSO PPI Permit design, indicator, mark, impression or other devices shall be confined within the right box (Part B) of the basic PPI design in the size as specified. It consists of three parts as shown below:

Illustration of PSO PPI Permit



*(Illustration shown above is not drawn to scale)*

**2.5 Specifications**

a) PART A

Mandatory to follow exactly as stated

Size : 23mm (W) x 23mm (H)

Colour : Any colour

Position : Top right hand corner of Mail piece

Font type and Font size (For Permit No.) : Tahoma, 8 point  
 Font type and Font size (For PP) : Tahoma, 10 point, Bold  
 Font type and Font size (For Singapore) : Universe, 6 point, Bold  
 Dimension (Singapore Post logo) : 20mm (L) x 7mm (W)  
 Positioning of PPI Permit number : To centralize the PPI Permit number accordingly

b) **PART B**

Size : 23mm (W) x 23mm (H)  
 Colour : Any colour  
 Design : Capital letter "S" to denote Requesting PSO's access through SingPost  
 Font type and font size : Tahoma, 24 point, bold

c) **Part C**

Only the Requesting PSO's registered company name is allowed. No company logo or any other design shall be placed in this area.

Size : 23mm (W) x 8 mm (H)  
 Colour : Any colour  
 Design : Requesting PSO's company name to be printed in capital for identification  
 Font type and font size : Tahoma, 8 point

Parts A, B, and C shall be uniform in colour. The PPI Permit should be clearly visible and legible at all times.

2.6 **Printing Guidelines**

- a) Leave a clear 8mm space around the basic design; and
- b) Gradation, multi-colored formats, outlines, decorative borders and shadowing are prohibited.



## **Schedule 2**

Postage Paid Impression (PPI):

2A) Domestic PSO Scheme

2B) Incoming International PSO  
Scheme

**SCHEDULE 2A**  
**POSTAGE PAID IMPRESSION (PPI)**  
**DOMESTIC PSO SCHEME**

**1 LODGMENT**

- 1.1 The Postage Paid Impression (“PPI”) Domestic PSO Scheme (“the Scheme”) is only for the posting of Singapore-Origin Letters and Direct Mail of up to 500 grammes per item with any valid address within Singapore specified by the sender. It will exclude all other categories including registered articles, insured articles and parcels.
- 1.2 All Domestic PSO Mail must be imprinted with the allocated PSO PPI Permit on the right hand top corner of each Mail and be handed over to SingPost at the BMC, 10 Eunos Road 5, Singapore Post Centre (East Entrance), Singapore 408600 during its operating hours.
- 1.3 Postings must be accompanied by the relevant Posting Dockets. There must be a minimum posting 1,500 items (“minimum items per posting”) in order to qualify for the Scheme, depending on the category of Mail, excluding all registered, insured Mail and parcels.

**IDA:**

***IDA notes that the minimum posting threshold of 1500 items appears less reasonable than the thresholds provided in SingPost’s standard PPI scheme, which allows for minimum postings of 300 items. The methodology prescribed in the Postal Competition Code, requires the prices for Mandated Services to be set at a rate no less favourable than what is currently offered to existing customers in the Mandated Licensee’s standard retail schemes. Accordingly, IDA instructs SingPost to review clause 1.3 to comply with the requirements under the Postal Competition Code.***

- 1.4 All Mail comprising a lodgment must be homogeneous. Homogeneous Mail means Mail whose attributes are the same, in terms of:
- 1 Mode of conveyance (local Mail with local addresses for local delivery);
  - 2 Weight (variation of weight-steps within each Mail size is allowed);
  - 3 Mail size (Standard Regular, Standard Large or Non Standard: no combination of Mail sizes will be accepted);
  - 4 Mail type (Letters or Direct Mail);
  - 5 Packaging;
  - 6 Mail characteristics (such as return address, company name and logo, PPI Permit number or other identification marks of the Requesting PSO);
  - 7 Mail title, and
  - Mail quality.
- 1.5 This scheme only applies to Mail originally generated and sourced in Singapore. It does not apply to re-mail items, i.e. Mail originated and/or collected from overseas for re-posting in Singapore.



## **2 MAIL PRESENTATION**

- 2.1 The PPI Permit imprinted on the envelopes, carrier sheet, postcard, polywrap cover or label must correspond with the PPI Permit as reflected on the Posting Docket.
- 2.2 The return address on the Mail must be a Singapore address.
- 2.3 Mail must only be posted under the PSO's PPI Permit as issued and allocated to the Requesting PSO under Schedule 1.

## **3 DOCKET INFORMATION**

- 3.1 Each posting must be accompanied by two (2) copies of the local Mail Posting Dockets which are available free of charge at the BMC.
- 3.2 The Requesting PSO is **required** to fill in all the information in the Posting Docket, including but not limited to the following:
  - a) Weight per Mail item;
  - b) Total charges, where applicable;
  - c) Total quantity;
  - d) Requesting PSO PPI Permit Number, Name and Address and contact number;
  - e) Date of posting;
  - f) Time of lodgment;
  - g) Mode of payment;
  - h) Mailing scheme;
  - i) Net weight per receptacle used for lodgment; and
  - j) Number of bags/receptacles.
- 3.3 Each Mail lodgment must be declared in separate Posting Dockets.

## **4 BAGGING REQUIREMENTS**

- 4.1 Requesting PSO shall hand over the Mail to the BMC in SingPost supplied bags or in the Requesting PSO's own pallets.
- 4.2 Mail in Bags
  - 4.2.1 The bags must be pre-tagged with a SingPost bag label indicating the respective postal sectors. Bags with at least 5 kilogrammes must be bagged and labeled accordingly to the respective postal sectors. Each bag must not exceed 20 kilogrammes.
  - 4.2.2 Each Mail lodgment must be bagged separately.
  - 4.2.3 Homogeneous Mail in bags weighing less than 5 kilogrammes may be bundled and put together in a single bag and labeled as "Mixed Postal Sectors".
- 4.3 Mail in Pallets
  - 4.3.1 The pallets must conform to standard industrial pallet size. The recommended specifications are as follows:
    - a) 0.8 metre x 0.8 metre, 1.0 metre x 1.0 metre, 1.2 metre x 1.2 metre; and
    - b) The angle bar must be 10 centimetre wide on each side

- 4.3.2 The pallet for lodgment (including the base of the pallet) must be wrapped with at least 2 layers of plastic wrappings.
- 4.3.3 The Requesting PSO shall fully bear the cost of the pallets, including the cost of retrieving and disposing the pallets from the BMC.
- 4.3.4 The pallets must not exceed 1.2 metre in height.
- 4.3.5 The pallets must be sorted according to the regional delivery base sort plan provided by SingPost in Annex 3. The pallet must be clearly labeled, indicating the following information (including but not limited to):
- a) Delivery base;
  - b) The total quantity of Mail;
  - c) Pallet count out of the total number of pallets (e.g. 1/20 total pallets lodged); and
  - d) Title of the Mail.
- 4.3.6 If there is *insufficient quantity* of Mail bundles to a particular postal sector, the Mail must be arranged in bundles in a sequential neat order, by either row or column and according to the sector codes on the pallet. The whole pallet must then be poly-pallet-wrapped. The following information (including but not limited to) must also be indicated on the label on each pallet:
- a) "Mixed Postal Sectors";
  - b) A list of all the postal sectors;
  - c) The total quantity of Mail;
  - d) Pallet count out of the total number of pallets (e.g. 1/20 total pallets lodged); and
  - e) Title of the Mail
- 4.3.7 The tare weight of the pallets (i.e. without the Mail) must be clearly stated on the Posting Docket.

## **5 BUNDLING OF MAIL**

- 5.1 The Mail must be presorted to the first 2 digits of the 6-digit Postal Sector Code and each bundle of presorted Mail must contain items for one postal sector only. Presorting should be carried out in the following manner:
- a) For street address - Sort the item according to the first 2-digit of the Postal Sector Code (e.g. 460078)
  - b) For P.O. Box address - Sort the items according to the 3<sup>rd</sup> and 4<sup>th</sup> digits (e.g. 901643 or 912305)
- 5.2 Each Mail bundle must be bundled firmly within the published weight steps and size in pieces of 10s, 20s, 50s or 100s with the address side up so that the delivery address and the PPI Permit are facing the front of the bundle; using sufficient strapping or rubber bands so that they do not burst open given reasonable handling

**IDA:**

***SingPost's standard bulk mail scheme differentiates between presorted mail and non-presorted mail. However, the clauses under Section 5 appear to require all mail to be pre-sorted. Accordingly, IDA instructs SingPost to review and amend these clauses to ensure that the requirements in Section 5 are no less favourable than those stipulated in SingPost's standard bulk mail schemes.***

- 5.3 The remaining Mail without sufficient quantity to be bundled in the neat count of 10s, 20s, 50s etc should be bundled accordingly to the exact count of the Mail pieces. Mail from other sector codes shall not be used to make up the remaining count.
- 5.4 The Mail pieces must be capable of being handled individually and must not be stuck together due to the use of any adhesive in the enveloping and sealing process.
- 5.5 The Mail must also be bundled such that it will not cause any damage or tear to the Mail items. SingPost shall not be responsible for any damage or tear arising thereof.

**6 BAGS, BAG LABELS AND OTHER RECEPTACLES BELONGING TO SINGPOST**

- 6.1 SingPost shall make available to the Requesting PSO the following:
  - a) Bags and labels as the Requesting PSO may reasonably require (at no extra cost to the Requesting PSO); and
  - b) Roll containers, subject to availability, which shall only be used during lodgment at the BMC.
- 6.2 The Requesting PSO shall return all the items referred to in clause 6.1(a) to SingPost upon the termination of the PSO PPI Permit or otherwise reasonably requested by SingPost. The Requesting PSO shall keep the property in safe custody and in reasonably good condition allowing for reasonable wear and tear.
- 6.3 The Requesting PSO shall:
  - a) Not use the items stated in clause 6.1 for any other purpose other than to effect the posting of Mail through SingPost;
  - b) Not allow any third party to take possession of, or to have any rights over, such property; or
  - c) Not indiscriminately dispose of any un-usable, worn or torn Mail bags. All un-usable, worn or torn bags must be returned to SingPost for disposal.
- 6.4 The use of the supplied bags, roll containers, other available equipment and consumables shall be at the Requesting PSO's own risk.
- 6.5 SingPost shall be entitled to inspect the items stated in clause 6.1 at any reasonable time, and in the case of any misuse of the property by the Requesting PSO or any third party, SingPost may repossess such property, and shall exercise this right in a reasonable manner.

**7 HIGH VOLUME POSTING**

7.1 For any daily Mail postings exceeding the following:

1	Machineable /and or presorted Mail lodgment	500,000 items per
2	Non-machineable Mail or non-standard or non-presorted	50,000 items per lodgment
3	Or a total quantity of not more than as	2.5 million items per day

processed by SingPost

The Requesting PSO must notify SingPost in writing at least seven (7) working days before the date of such posting. SingPost shall discuss the staggered lodgment plan in detail with the Requesting PSO to enable the delivery to be effected in an orderly and efficient manner. If the Requesting PSO fails to notify SingPost within the period set out above, SingPost's Service Level shall not be applicable.

**IDA:**

***IDA is concerned that the 7 working-day prior notification for high volume postings may be unduly long as requesting PSOs may not be able to control how much lead time they receive from customers for high volume postings. Accordingly, IDA instructs SingPost to amend clause 7.1 with a view towards shortening the lead time required from requesting PSOs for high volume postings. IDA believes a lead time of at most 5 working days is more reasonable. Should SingPost feel that a longer lead time is required, it should submit compelling reasons to IDA explaining why this is so.***

## **8 PRICING SCHEMES**

8.1 The pricing scheme is set out in Schedule 6.

8.2 In order to qualify for the Access Charges as set out in Schedule 6, the Requesting PSO has to ensure that the Mail satisfies SingPost's machineable Mail quality conditions listed in the latest version of SingPost's Designing Quality Mail Guide ("**Quality Mail Guide**"). Mail that does not satisfy the machineable quality conditions as stipulated shall be classified as non-machineable.

8.3 The lodgment time that is stamped on the Posting Docket by SingPost's BMC time-stamping machines shall be deemed conclusive for the purposes of determining the early posting rates.

8.4 For newly bar-coded Mail, the Requesting PSO shall be required to send samples of Mail (at least 500 pieces) to SingPost for testing. SingPost reserves the right not to offer the Access Charges for bar-coded Mail that has not been sent to it for testing before posting.

## **9 MAIL VERIFICATION**

9.1 SingPost shall be entitled in its absolute discretion at any time to carry out any sampling and checking of the Mail handed over by the Requesting PSO against the Posting Docket details declared by the Requesting PSO so as to verify that the correct Postage is calculated; that the Posting Docket declaration is accurate and complete; and that the Requesting PSO has complied with all of its obligations under this Agreement.

9.2 Mail shall only be deemed to have been accepted by SingPost only upon such time as SingPost has completed any sampling and checking as may be required pursuant to clause 9.1 above.

- 9.3 The Requesting PSO has to submit at least 3 sample copies during lodgment with the accompanied contents of each Mail posted under Direct Mail during posting for the purpose of verification; failing which, the Access Charges under the Letter category will apply. For this purpose of verification, SingPost reserves its rights to open the Direct Mail lodged.
- 9.4 SingPost BMC staff shall notify the Requesting PSO of any discrepancies at the time of posting and shall make any corrections to the Posting Docket which are reasonably necessary.
- 9.5 Two (2) copies of the Posting Docket will be signed and dated by a BMC staff. One (1) copy of the Posting Docket will then be returned to the Requesting PSO at the end of two (2) working days from the date of posting at the BMC.
- 9.6 The following details the actions that SingPost shall take in the event of non-compliance during sampling, checking and processing of the Mail handed to it by the Requesting PSO:

Clause	Issue	Action
9.6.1	Inaccurate information stated on Posting Docket in relation to the quantity, weight, size, type, characteristics or any other information as declared on the Posting Docket which determines the final Postage payable.	In the presence of the Requesting PSO or its representative, SingPost shall amend the Posting Docket to reflect the actual Mail information as presented. The Requesting PSO or its representative will be required to endorse and acknowledge the amendment(s) on the Posting Docket thereafter.
9.6.2	Arrival of Mail and/or the presentation of the accompanying Posting Docket at the BMC after its operating hours.	SingPost will not accept the Mail unless the Requesting PSO agrees to the applicable late lodgment posting conditions and pays all applicable fees thereto.
9.6.3	Posting Dockets are not presented upon lodgment or Mail arrives at BMC without an accompanying Posting Docket.	The Requesting PSO shall present the Posting Dockets together with the Mail for lodgment within the BMC operating hours.
9.6.4	PPI Permit Number imprinted on the Mail differs from the PPI Permit Number declared on the Posting Docket.	The Requesting PSO shall rectify the errors and re-present the Mail for lodgment within the BMC operating hours.
9.6.5	Mail does not bear a Singapore return address.	The Requesting PSO shall rectify the errors and re-present the Mail for lodgment within the BMC operating hours.
9.6.6	The Mail is found to be inadequately packed or is already damaged upon handing over to SingPost at the BMC.	Items will be returned to the Requesting PSO for repacking.

9.6.7	The Requesting PSO does not provide for verification purposes sample items of the Mail to be posted and/or the Mail cannot be opened for inspection (either due to packaging, sealing or any other reasons) during lodgment.	The Mail will be charged the Access Charges under the Letter category.
9.6.8	Mail handed to SingPost for posting is discovered to be classified as a prohibited article as defined in Regulation 3 of the Postal Services Regulations 2008.	SingPost may accept the posting subject to the provisions set out in Regulation 4 of the Postal Services Regulations 2008.
9.6.9	The Posting Docket does not legibly bear the time of lodgment as printed by SingPost's BMC time-stamping machine.	The early posting Access Charges shall not apply.
9.6.10	Only part of the consignment of Mail as stated in the Posting Docket arrives at the BMC and/or an incomplete Posting Docket is presented to SingPost for acceptance within the early posting cut off timing.	The early posting Access Charges shall not apply.
9.6.10	Different Mail types and categories are not clearly identified and/or not segregated as required during lodgment.	SingPost will not accept the Mail for posting until such time the errors are rectified and the Mail is re-presented for lodgment.
9.6.11	The bags are not labeled, bundled, bagged or palletized in accordance with posting procedures stated in clauses 4, 5 and 6 hereof.	The affected consignment of Mail may be charged at non-bulk mail rates.
9.6.12	The bags are mislabeled to the wrong postal sectors or are lodged without labels.	The affected consignment of Mail may be charged at non-bulk mail rates.
9.6.13	During processing, other Mail categories or Mail from other Mailing schemes is found and differs from the Mail category that has been declared and paid for as stated in the Posting Docket at the BMC.  For example, Mail is paid for under Direct Mail Access	SingPost shall return the Mail to the Requesting PSO with a surcharge of Singapore Dollar One and Cents Two (S\$1.02) per piece or a minimum of Singapore Dollars Twenty-One and Cents Forty (S\$21.40), whichever is greater. If the Mail is to be re-posted, the correct Postage for the relevant Mail category or scheme will also have to be paid.

	Charges but subsequently during processing is discovered to be “Letters”, or Direct Mail is found mixed with Letters, or where Incoming International Mail is found to be paid for under the Domestic PSO Scheme.	
9.6.14	Mail is found not to be properly faced during processing; or  Mail items within the lodgment or relevant segment of the lodgment are found to be stuck together during processing.	The affected consignment of Mail may be charged at non-bulk mail rates.
9.6.15	During processing of the Mail, the Mail and/or Mail bundles are found:  a) To have to been mis-sorted to the wrong Postal Sector Codes; or  b) To have an Optical Character Reader (OCR) read rate of less than 90%; or  c) Where the barcode read rate is less than 99%; or  d) Where there is a mixture of 6-digit and 4-digit Postal Sector Code; or  e) Where the barcode is or has become misaligned such that it is undetectable or unreadable by the machines.	The affected consignment of Mail may be charged at non-bulk mail rates.

- 9.7 In the event of any errors or discrepancies on the Posting Docket regarding the amount payable to SingPost or the quantity of Mail lodged, the Requesting PSO shall notify the same to SingPost in writing within three (3) working days from the date of posting, failing which SingPost shall be entitled to treat the record on the Posting Docket as true and correct.

**IDA:**

***In IDA’s view, three working days for PSOs to notify SingPost of errors and discrepancies on posting dockets may be too short. Accordingly, IDA instructs SingPost to amend clause 9.7 to extend the notification period to 5 working days, unless SingPost can provide IDA with reasonable and compelling reasons why three working days are sufficient.***

**10 ELECTRONIC POSTING DOCKET**

- 10.1 The Requesting PSO must, at its own costs, submit all Posting Dockets including its supporting documents and data electronically via SingPost's electronic posting docket system when it is made available to the Requesting PSO.
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**SCHEDULE 2B**  
**POSTAGE PAID IMPRESSION (PPI)**  
**INCOMING INTERNATIONAL PSO SCHEME**

**1 LODGMENT**

- 1.1 The Incoming International PSO scheme is applicable to all PPI incoming international Letters and Direct Mail with a minimum posting of 300 pieces per lodgment and up to 500 grammes per item. It will exclude all other Mail categories (i.e. registered articles, insured articles, parcels and any Singapore-Origin Mail).
- 1.2 All Incoming International Mail must bear the PSO PPI Permit on the top right hand corner of each Mail.
- 1.3 Posting must be accompanied by the relevant Posting Dockets.
- 1.4 Incoming International Mail (whether Homogeneous or non-homogeneous) must only be posted under this scheme.
- 1.5 The Incoming International Mail must be lodged at the BMC at 10 Eunos Road 5, Singapore Post Centre (East Entrance), Singapore 408600 during its operating hours.
- 1.6 Singapore-Origin, international outgoing and incoming international bulk Mail cannot be combined to make up the minimum posting per posting required under this scheme.
- 1.7 The Requesting PSO shall, upon SingPost's request, be required to provide satisfactory proof that the posting is of overseas-origin.

**2 MAIL PRESENTATION**

- 2.1 The Requesting PSO shall indicate a return address on the Mail which must be a Singapore address.
- 2.2 All overseas posting permit indicator, address, postmarking or any other markings which indicate the overseas origin of the Mail must not be visible on the Mail.
- 2.3 Mail must be posted under the PSO PPI permit number as issued under Schedule 1 and not any other PSO customers' PPI Permit numbers.

**3 DOCKET INFORMATION**

- 3.1 Each posting must be accompanied with 2 copies of the local Mail specific posting docket which are available free of charge at the BMC. One (1) copy of the docket will be returned to the Requesting PSO at the end of two (2) working days from the date of posting at the BMC.
- 3.2 The Requesting PSO is required to fill in all the information including but not limited to the following in the Posting Dockets:

- a) Weight per Mail item;
  - b) Total charges;
  - c) Total quantity;
  - d) Requesting PSO Permit number, Name and Address and contact number
  - e) Date of posting;
  - f) Mode of payment;
  - g) Mailing scheme;
  - h) Net weight of the receptacle used for lodgment; and
  - i) Number of bags/receptacles.
- 3.3 Each mail lodgment must be declared in separate dockets.

#### **4 SORTING, BUNDLING AND BAGGING OF MAIL**

- 4.1 Mail must be segregated according to the following:
- a) Sort and bundle Mail firmly according to the domestic Mail chargeable weight steps and size (Standard Regular, Standard Large and Non Standard) together. For example, Mail up to 20 grammes weight step and of Standard Regular size to be sorted and bundled together, Mail of up to 20 grammes weight step and of Standard Large size to be bundled in a separate bundle and so on.
  - b) On top of each bundle of Mail, the following information must be indicated:
    - i) Average weight of the Mail pieces within the bundle;
    - ii) Size of the Mail; and
    - ii) Number of pieces of Mail in each bundle
- 4.2 Each Mail bundle must be bundled firmly in accordance with the published weight steps and sizes in pieces of 10s, 20s, 50s or 100s with the address side up so that the delivery address and the PPI Permit are facing the front of the bundle; using sufficient strapping or rubber bands so that they do not burst open given reasonable handling.
- 4.3 The Mail pieces must be capable of being handled individually and must not be stuck together due to the use of any adhesive in the enveloping and sealing process.
- 4.4 The Mail must also be bundled such that it will not cause any damage or tear to the Mail items.
- 4.5 Mail bundles of the same weight steps and sizes must be sorted and put together in the same bag not exceeding 20 kilogrammes.

#### **5 BAGGING REQUIREMENTS**

- 5.1 Requesting PSO shall hand over the Mail to the BMC in SingPost supplied bags or in the Requesting PSO's own pallets.
- 5.2 Mail in Bags
- 5.2.1 Bags must be bagged tightly, correctly tagged and labeled "Incoming International Mail".

5.2.2 On the reverse of each bag label, the following information (including but not limited to) must be clearly indicated:

- i) Weight steps and sizes of the Mail in the bag;
- ii) The total number of bundles within each bag;
- iii) The total pieces of the Mail enclosed within the bag; and
- iv) The total weight of each bag.

### 5.3 Mail in Pallets

5.3.1 The pallets must conform to standard industrial pallet size. The recommended specifications are as follows:

- a) 0.8 metre x 0.8 metre, 1.0 metre x 1.0 metre, 1.2 metre x 1.2 metre; and
- b) The angle bar must be 10 centimetre wide on each side

5.3.2 The pallet for lodgment (including the base of the pallet) must be wrapped with at least 2 layers of plastic wrappings.

5.3.3 The Requesting PSO shall fully bear the cost the pallets, including the costs of disposing and retrieving the pallets.

5.3.4 The pallets must not exceed 1.2 metre in height.

5.3.5 The tare weight of the pallet used (without the Mail) must be clearly stated on the Posting Docket of each lodgment.

## **6 BAGS, BAG LABELS AND OTHER RECEPTACLES BELONGING TO SINGPOST**

6.1 SingPost shall make available to the Requesting PSO the following:

- a) Bags, and labels as the Requesting PSO may reasonably require (at no extra cost to the Requesting PSO); and
- b) Roll containers, subject to availability, shall only be used during lodgment at the BMC

6.2 The Requesting PSO shall return all the items referred to in clause 6.1(a) to SingPost upon the termination of the PPI Permit or otherwise reasonably requested by SingPost. The Requesting PSO shall keep the property in safe custody and reasonably good condition allowing for reasonable wear and tear.

6.3 The Requesting PSO shall not:

- a) Use the items stated at clause 6.1 for any other purpose other than the to effect the posting of Mail through SingPost;
- b) Allow any third party to take possessions of, or have any rights over, such property; or

c) Indiscriminately dispose any un-usable, worn or torn Mail bags. All un-usable,, worn, or torn bags must be returned to SingPost for disposal.

6.4 The use of the supplied bags, roll containers, other available equipment and consumables shall be at the Requesting PSO's own risks.

6.5 SingPost shall be entitled to inspect the items stated in clause 6.1 at any reasonable time, and in the case of any misuse of the property by the Requesting PSO or any third party, SingPost may repossess such property, and shall exercise this right in a reasonable manner.

**7 PRICING SCHEME**

7.1 The Incoming International PSO pricing scheme is set out in Schedule 6.

**8 MAIL VERIFICATION**

8.1 SingPost shall carry out such sampling and checking of the Mail posted by the Requesting PSO against the Posting Docket details as SingPost reasonably consider necessary to ensure that the correct Postage is calculated, the Posting Docket declaration is accurate and that the Requesting PSO has complied with its obligations under this Agreement.

8.2 Mail shall only be deemed to have been accepted by SingPost only upon such time as SingPost has completed any sampling and checking as may be required pursuant to clause 8.1 above.

8.3 SingPost's BMC staff shall notify the Requesting PSO of any discrepancies at the time of posting and make any corrections to the Posting Docket which are reasonably necessary.

8.4 Two (2) copies of the Posting Docket will be signed and dated by a BMC staff. One (1) copy of the Posting Docket will be returned to the Requesting PSO at the end of 2 working days from the date of posting at the BMC.

8.5 The following details the actions that SingPost shall take in the event of non-compliance during sampling, checking and processing:

Clause	Issue	Actions
8.5.1	Inaccurate posting docket in terms of quantity, Mail characteristics, Mail size, Mail type, category and any other information as declared on the docket which determines the final Postage payable.	In the presence of the Requesting PSO or its representative, SingPost will amend the docket to reflect the actual Mail information as presented. The Requesting PSO or its representative will sign to endorse and acknowledge the amendments on the dockets.
8.5.2	Arrival of Mail and/or the presentation of the accompanying Posting Docket at the BMC after its operating hours.	SingPost will not accept the Mail unless the Requesting PSO agrees to the applicable late lodgment posting conditions and pays all applicable fees thereto.

8.5.3	Posting Dockets are not presented upon lodgment or Mail arrives at BMC without an accompanying Posting Docket.	The Requesting PSO shall present the Posting Dockets together with the Mail for lodgment within the BMC operating hours.
8.5.4	PPI Permit Number imprinted on the Mail differs from the PPI Permit Number declared on the Posting Docket.	The Requesting PSO shall rectify the errors and re-present the Mail for lodgment within the BMC operating hours.
8.5.5	The Mail is discovered not to be of overseas-origin.	Such Mail shall not be entitled to be lodged under the Incoming International PSO Scheme.
8.5.6	The Mail does not indicate a return address in Singapore.	The Requesting PSO shall rectify the errors and re-present the Mail for lodgment within the BMC operating hours.
8.5.7	Mail is discovered to have inadequate packing or already damaged upon handing over to SingPost at the BMC.	Items will be returned to the Requesting PSO for repacking.
8.5.8	Mail handed to SingPost for posting is discovered to be classified as a prohibited article as defined in Regulation 3 of the Postal Services Regulations 2008.	SingPost may accept the posting subject to the provisions set out in Regulation 4 of the Postal Services Regulations 2008.
8.5.9	Different Mail types and categories are not clearly identified and/or not segregated as required during lodgment.	The Requesting PSO shall rectify the errors and re-present the Mail for lodgment within the BMC operating hours.
8.5.10	The bags are not labeled, bundled, bagged and palletized in accordance with posting procedures stated at clauses 4 and 5 herewith.	The Requesting PSO shall rectify the errors and re-present the Mail for lodgment within the BMC operating hours.
8.5.11	<p>During processing, other Mail category is found which is different from the category of Mail that has been paid for at the BMC.</p> <p>For example, Incoming International Mail which had been paid for under Incoming International PSO Scheme but is subsequently found to be Singapore-Origin Mail or contain Mail intended for overseas.</p>	SingPost shall return the Mail to the Requesting PSO at a surcharge of Singapore Dollar One and Cents Two cents (S\$1.02) per piece or a minimum of Singapore Dollars Twenty-One and Cents Forty (S\$21.40), whichever is greater. If the Mail is to be re-posted, the correct Postage for the relevant category of Mail will have to be paid.

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- 8.6 In the event of any errors or discrepancies on the Posting Docket regarding the amount payable to SingPost or the quantity of Mail lodged, the Requesting PSO shall notify the same to SingPost in writing within three (3) working days from the date of posting, failing which SingPost shall be entitled to treat the record on the Posting Docket as true and correct.

**9 ELECTRONIC POSTING DOCKET**

- 9.1 The Requesting PSO must, at its own costs, submit all Posting Dockets including its supporting documents and data electronically via SingPost's electronic posting docket system when it is made available to the Requesting PSO.

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## **Schedule 3**

### Singapore-Origin Non-Homogeneous Mail

**SCHEDULE 3**  
**SINGAPORE ORIGIN NON-HOMOGENEOUS MAIL**

**1 LODGMENT**

- 1.1 This scheme is only for the lodgment of non-homogeneous Singapore-Origin Mail, generated and sourced in Singapore for delivery to recipients in Singapore of up to 500 grammes per item. It will exclude registered articles, insured articles and parcels. It does not apply to incoming international Mail, i.e. Mail originated and/or collected from overseas for re-mailing in Singapore.
- 1.2 The Mail is non-homogeneous in terms of weight, size, type, packaging, Mail characteristics, title and Mail quality.
- 1.3 All non-homogeneous Mail must be franked with a franking machine, with the franking imprint on the right hand top corner of each Mail.
- 1.4 The Requesting PSO must apply for a new franking machine permit if it does not currently have one or if the Requesting PSO has an existing franking permit number(s), this existing franking permit number shall be submitted to SingPost for the purpose of franking Mail under this scheme.
- 1.5 Posting of such franked mail must be made at the BMC at 10 Eunos Road 5, Singapore Post Centre, Singapore 409600, during BMC operating hours.
- 1.6 The Requesting PSO shall be subject to the same terms and conditions of service as provided under the franking machine permit and the additional terms and conditions as described herewith for posting under this scheme of service. In the event of any inconsistencies between this Schedule and the "Franking Machine Permit Terms and Conditions", the terms of this Schedule shall take precedence.

**2 MAIL PRESENTATION**

- 2.1 Only the Requesting PSO's allocated franking permit number, identified and submitted to SingPost under clause 1.4 above shall be imprinted on the envelopes, carrier sheet, postcard, polywrap cover or label for delivery to addresses in Singapore.
- 2.2 The return address on the Mail must be a Singapore address.

**3 FRANKED MAIL DOCKET INFORMATION**

- 3.1 The Requesting PSO is required to submit a monthly franking docket directly to the Franking Section, Singapore Post, Singapore Post Centre, #05-33, Singapore 408600 by the second day of the following month.

**4 FRANKING IMPRINT**

- 4.1 The franking imprint must be in red fluorescent ink.
- 4.2 The Postage value and the date impression must be legible and complete.



4.3 The value and date impression should be franked on the top right hand corner of the envelope or on the surface of the packet showing the recipient's address.

4.4 The date impression franked on the Mail must bear the actual date of posting.

## **5 BAGGING**

5.1 The Requesting PSO shall hand over the franked Mail at the BMC in SingPost's supplied bags.

5.2 The bags must be tagged with the franked Mail labels.

5.3 Each bag shall not exceed 20 kilogrammes.

5.4 Domestic Mail must be lodged in bags specified by SingPost.

## **6 BUNDLING**

6.1 Each Mail bundle must be bundled firmly within the published weight steps and sizes in pieces of 10s, 20s, 50s or 100s with the address side up so that the delivery address and the franked impressions are facing the front of the bundle; using sufficient strapping or rubber bands so that they do not burst open given reasonable handling.

6.2 The Mail pieces must be capable of being handled individually and must not be stuck together due to the use of any adhesive in the enveloping and sealing process.

6.3 The Mail must also be bundled such that it will not cause any damage or tear to the Mail items. SingPost shall not be responsible for any damage or tear arising thereof.

## **7 BAGS, BAG LABELS AND OTHER RECEPTACLES BELONGING TO SINGPOST**

7.1 SingPost shall make available to the Requesting PSO:

a) Bags and labels as the Requesting PSO may reasonably require (at no extra cost to the Requesting PSO); and

b) Roll containers, subject to availability shall only be used, during lodgment at the BMC

7.2 The Requesting PSO shall return all the items referred to in clause 7.1(a) to SingPost upon the termination of this service or otherwise reasonably requested by SingPost. The Requesting PSO shall keep the property in safe custody and reasonably good condition allowing for reasonable wear and tear.

7.3 The Requesting PSO shall not:

a) Use the items stated at clause 7.1 for any other purpose other than the to effect the posting of Mail through SingPost;

b) Allow any third party to take possessions of, or have any rights over, such

property or

- c) Indiscriminately dispose the any un-usable, worn or torn Mail bags. All un-usable, worn, or torn Mail bags must be returned to SingPost for disposal.
- 7.4 SingPost shall be entitled to inspect the items stated at clause 7.1 at any reasonable time, and in the case of misuse of the property by the Requesting PSO or any third party, may repossess such property, and agrees to act reasonably when exercising this right.
- 7.5 The use of the supplied bags, roll containers, other available equipment and consumables shall be at the Requesting PSO's own risks.
- 7.6 SingPost shall be entitled to inspect the items stated in clause 6.1 at any reasonable time, and in the case of any misuse of the property by the Requesting PSO or any third party, SingPost may repossess such property, and shall exercise this right in a reasonable manner.

## **8 PRICING**

- 8.1 Mail must be franked according to SingPost's prevailing public Postage rates.
- 8.2 Based on prompt submission of the monthly franking dockets, SingPost shall return to the Requesting PSO an additional one percent (1%) of the franked postage value (in addition to the existing one percent (1%) rebate given on franked Postage value arising from the adjustment of the GST rate that took effect from 1 July 2007).
- 8.3 This amount will be accumulated and disbursed quarterly in January, April, July and October of each calendar year to the Requesting PSO.
- 8.4 Only Mail that is franked using the allocated Requesting PSO franking permit number shall be eligible for such a rebate as mentioned in clause 8.2 above.

## **9 MAIL VERIFICATION**

- 9.1 SingPost shall carry out sampling and checking of the Mail bags posted by the Requesting PSO to ensure that the Mail is franked with the franked permit submitted under clause 1.4, bundled and bagged according to the requirements of this scheme of service.

## **10 ELECTRONIC FRANKING DOCKET**

- 10.1 The Requesting PSO must, at its own costs, submit all franking dockets including its supporting documents and data electronically via SingPost's electronic franking docket system when it is made available to the Requesting PSO.

## **Schedule 4**

“Handing Off” Mail  
With Post Office (P.O.) Box Address

**SCHEDULE 4**  
**"HANDING OFF" MAIL WITH POST OFFICE (P.O.) BOX**  
**ADDRESS**

**1 SCOPE**

- 1.1 The scheme is for "handing off" Mail with Post Office (P.O.) Box addresses.
- 1.2 The scheme shall be limited to Letters and Direct Mail up to 500 grammes per item.

**2 OPERATIONAL PROCEDURES**

- 2.1 The Requesting PSO shall lodge Mail with P.O. Box address for domestic delivery at BMC.
  - 2.2 Mail has to be lodged within the operating hours of the BMC.
  - 2.3 Mail shall be lodged under the respective schemes and posting conditions as provided at Schedule 2A, 2B and 3.
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## **Schedule 5**

### SingPost's Service Level

## **SCHEDULE 5 SINGPOST'S SERVICE LEVEL**

### **1 TERMS AND CONDITIONS**

- 1.1 SingPost endeavours to provide a Service Level and quality that is enjoyed by all of SingPost's customers,
- 1.2 SingPost endeavours to convey and deliver Mail to the relevant addressee in Singapore within the time frame as agreed from time to time between SingPost and the Requesting PSO, which will be in an efficient manner and without unreasonable delay.
- 1.3 Without prejudice to the generality of clause 1.2, SingPost shall use reasonable endeavors to meet the Service Level.
- 1.4 For the avoidance of doubt, the Service Level shall not apply to items where:
- a) The delivery of which is affected by any cause beyond SingPost's reasonable control pursuant to clause 10 of the main Agreement; and
  - b) Not posted in accordance with the posting, bagging and bundling requirements as stated in Schedules 1 to 4.
- 1.5 The end to end measurement system used to determine the Actual Service Performance herewith under clause 1.7 shall be the monthly Simulated Letter Test conducted by SingPost and as submitted to and published on a quarterly basis by the Authority.
- 1.6 Subject to satisfactory proof that at least 0.5% of the lodgment volume is affected, the Requesting PSO shall be eligible for SingPost's Service Level compensation scheme, which shall be calculated in accordance with the following formula:
- a) Singapore-Origin PPI Homogeneous Letters  
 $PCA = 0.5NP \times P1$
  - b) Singapore-Origin PPI Homogeneous Direct Mail and Incoming International Mail  
 $PCA = 0.5NP \times P2$

where:

PCA is Performance Compensation Amount

NP is net Postage of affected lodgment

P1 is:

- Zero (0) if Actual Service Performance  $\geq$  98%

- the difference between Actual Service Performance and 98%, if Actual Service Performance  $\geq$  93% and  $<$  98%

- 5% if Actual Service Performance  $<$  93%

P2 is:

- Zero (0) if Actual Service Performance  $\geq$  95%
- the difference between Actual Service Performance and 95%, if Actual Service Performance  $\geq$  90% and  $<$  95%
- 5% if Actual Service Performance  $<$  90%

Notwithstanding anything contained herein, the PCA shall be up to a maximum aggregate amount of Singapore Dollars Five Thousand (S\$5,000) per annum.

1.7 SingPost's Service Level shall be as follows

a) **Singapore-Origin PPI Homogeneous Letters**

98% of the Letters lodged at the BMC during BMC operating hours will be delivered by the next working day.

b) **Singapore-Origin PPI Homogeneous Direct Mail**

95% of the Direct Mail lodged at the BMC during BMC operating hours and addressed to recipients within and outside CBD will be delivered within three (3) working days following the date of posting (i.e. J + 3) for non-festive periods and within five (5) working days following the date of posting (i.e. J + 5) for festive periods (December to February)

For the purposes of this Agreement, "J" refers to the date of posting.

c) **Incoming International Mail**

95% of the Mail lodged at the BMC during BMC operating hours will be delivered within three (3) working days following the date of posting (i.e. J + 3) for non-festive periods and within five (5) working days following the date of posting (i.e. J + 5) for festive periods (December to February).

d) **Singapore-Origin Non-Homogeneous Mail**

For Mail lodged at the BMC during BMC operating hours, 99% will be delivered by the next working day for delivery to the Central Business District ("**CBD**") and 98% will be delivered by the next working day for delivery outside the CBD.

e) **Mail lodged after BMC's operating hours**

Mail lodged after BMC operating hours shall be treated as the next working day's lodgment. The delivery standards stated in clause 1.7 (a), (b) and (c) above shall apply but shall commence from the following working day after the date of late lodgment.

f) **Mail with Post Office (P.O.) Box addresses**

Please refer to 1.7(a) to (e) above.

**IDA:**

***IDA has several concerns with regard to the service standards set out in clause 1.7:***

***a) 1.7(a) – Under IDA’s current Quality of Service Framework, SingPost has an additional requirement to ensure 100% delivery of basic letters by the second working day. As this standard applies to SingPost for delivery of mail to its own customers, it should also apply to SingPost’s delivery of mail from PSOs as well. The non-discrimination requirements in Sub-section 4.2.2(a)(ii) of the Postal Competition Code require SingPost not to discriminate in favour of itself, or any affiliate, in the provision of basic letter services. Accordingly, IDA instructs SingPost to amend clause 1.7(a) to ensure that the delivery standard it gives PSOs must be no worse off than what SingPost gives to its own existing basic letter customers.***

***b) 1.7(c) – The proposed standard for incoming international mail is lower than what IDA current requires for incoming international mail the Quality of Services Framework for postal services. For example, IDA currently requires 99% of all incoming mail received at the airport by 8pm to be delivered by the next working day to areas within the CBD (for non-CBD areas, it is 98%). Since requesting PSOs will be delivering their incoming international mail directly to SingPost’s Bulk Mail Centre instead of SingPost collecting at the airport, IDA does not see why the quality of service standards for PSOs’ incoming international mail should be less stringent than what SingPost currently applies to incoming international mail from its own customers. Accordingly, IDA instructs SingPost to amend clause 1.7(c) to ensure that incoming international mail from requesting PSOs are subjected to the same quality of service standards that IDA has imposed on SingPost for its delivery of incoming international mail from its own customers.***

***c) 1.7(d) – IDA has the same concerns as listed above in clause 1.7(a). The current quality of services standards of 100% delivery by the second working day should also apply to Singapore-origin Non-Homogeneous mail. Accordingly, IDA instructs clause 1.7(d) to ensure that the delivery standard it gives PSOs for Singapore-origin Non-Homogeneous mail should include 100% delivery by second working day, to ensure that the standards are no worse off than what SingPost gives to its own existing basic letter customers.***

***IDA instructs SingPost to revise clause 1.7 as required by in IDA’s comments above.***

- 1.8 All requests for compensation consideration shall be notified to SingPost within fourteen (14) working days from the date of lodgment.
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## **Schedule 6**

### Access Charges:

- 6A) Domestic PSO Scheme
- 6B) Incoming International PSO Scheme
- 6C) Singapore-Origin Non-Homogeneous Mail
- 6D) "Handing Off" Mail with Post Office (P.O.) Address
- 6E) Miscellaneous Charges

## **SCHEDULE 6 ACCESS CHARGES**

### **1 POSTAGE**

- 1.1 The average weight per Mail is first established using representative samples of Mail pieces per weight step. The total pieces of Mail are then established using the following formula:

$$\frac{\text{Total weight of the consignments - the receptacles weights}}{\text{Average weight per Mail per weight step}}$$

The total Postage for the Mail is calculated by multiplying the total number of pieces by the per Mail piece charge per weight step

- 1.2 The Requesting PSO agrees to pay the Access Charges as listed in Schedule 6, where applicable and in accordance with the main Agreement.
- 1.3 The Requesting PSO shall at all times co-operate with any reasonable request of SingPost for information in relation to each posting and the Access Charges payable thereon, save that this shall not oblige the Requesting PSO to identify its customers.

**IDA:**

***Section 3.4 of the Postal Competition Code requires all PSOs to prevent the unauthorized use of End-User Service Information (EUSI). The scope of EUSI includes but is not limited to a sender's usage patterns, source and frequency of mail delivered, and the names and addresses of both the sender and recipient. Under the code, Licensees must further ensure that unless the Sender, or Recipient has provided consent, Licensees must not provide EUSI to a third party.***

***In view of the above, IDA is of the view that the requirement in clause 1.3 is unreasonable and may not be in line with the spirit of the Postal Competition Code's provisions regarding the protection of EUSI. Accordingly, IDA instructs SingPost to delete clause 1.3, or to submit an alternative version that does not oblige requesting PSOs to provide any form of EUSI to SingPost.***

**SCHEDULE 6A  
DOMESTIC PSO SCHEME**

(i) **LETTERS (inclusive of prevailing GST)**

**Qualifying Dimension**

MAIL SIZE	Dimension	MACHINEABLE	NON-MACHINEABLE
Standard Regular	Minimum	140mm (L) x 90mm (W) x 0.2mm (T) x 2 grammes	
	Maximum	240mm (L) x 162mm (W) x 6.0mm (T) x 50 grammes	
Standard Large	Minimum	241mm (L) x 163mm (W) x 0.9mm (T) x 20 grammes	140mm (L) x 90mm (W) x 0.2mm (T) x 2 grammes
	Maximum	324mm (L) x 229mm (W) x 7.0mm (T) x 500 grammes	324mm (L) x 229mm (W) x 14.0mm (T) x 500 grammes

**Product Code**

MAIL SIZE	VOLUME	MACHINEABLE			NON-MACHINEABLE
		Best Quality - Barcoded - Presorted	Good Quality - Barcoded - Not Presorted	Average Quality - OCR Readable - Presorted	Minimum Quality - Presorted
Non-Bulk	300 - 1,499	Refer to Non-Bulk Mail Rates			
Standard Regular	1,500 - 10,000 > 10,000	LR2/E LR1/E	LR5/E LR3/E	LR6/E LR4/E	LR7/E
Standard Large	1,500 - 8,000 > 8,000	LL9/E LL8/E	- -	LR11/E LL10/E	LL12/E
Non Standard	≥ 1,500	-	-	-	LN13/E

**Access Rates**

RATE CODE	WEIGHT PER ITEM UP TO					
	20g	40g	50g	100g	250g	500g
LR1	\$0.241	\$0.296	\$0.353			
LR2	\$0.243	\$0.302	\$0.362			
LR3						
LR4						
LR5	\$0.245	\$0.305	\$0.366			
LR6						
LR7	\$0.248	\$0.309	\$0.371			
LL8	\$0.433			\$0.635	\$0.753	
LL9	\$0.452			\$0.683	\$0.825	
LL10						
LL11	\$0.471			\$0.711	\$0.859	
LL12	\$0.511			\$0.811	\$1.009	
LN13	\$0.503	\$0.791		\$0.939	\$1.358	

**Early Posting Access Rates**

	EARLY POSTING CUT-OFF TIME	
	MACHINEABLE	NON-MACHINEABLE
Monday to Friday*	3.00 pm	1.00 pm
Saturday*	12.00 pm	12.00 pm

\* Excluding Public Holidays

RATE CODE	WEIGHT PER ITEM UP TO					
	20g	40g	50g	100g	250g	500g
LR1E	\$0.239	\$0.293	\$0.349			
LR2E	\$0.241	\$0.299	\$0.358			
LR3E						
LR4E						
LR5E	\$0.243	\$0.302	\$0.362			
LR6E						
LR7E	\$0.246	\$0.306	\$0.367			
LL8E	\$0.429			\$0.629	\$0.745	
LL9E	\$0.447			\$0.676	\$0.817	
LL10E						
LL11E	\$0.466			\$0.704	\$0.850	
LL12E	\$0.506			\$0.803	\$0.999	
LN13E	\$0.498	\$0.783		\$0.930	\$1.344	

(ii) **DIRECT MAIL (inclusive of prevailing GST)**

**Qualifying Dimension**

MAIL SIZE	Dimension	MACHINEABLE	NON-MACHINEABLE
Standard Regular	Minimum	140mm (L) x 90mm (W) x 0.2mm (T) x 2 grammes	
	Maximum	240mm (L) x 162mm (W) x 6.0mm (T) x 50 grammes	
Standard Large	Minimum	241mm (L) x 163mm (W) x 0.9mm (T) x 20 grammes	140mm (L) x 90mm (W) x 0.2mm (T) x 2 grammes
	Maximum	324mm (L) x 229mm (W) x 7.0mm (T) x 500 grammes	324mm (L) x 229mm (W) x 14.0mm (T) x 500 grammes

**Product Code**

MAIL SIZE	VOLUME	MACHINEABLE			NON-MACHINEABLE
		Best Quality - Barcoded - Presorted	Good Quality - Barcoded - Not Presorted	Average Quality - OCR Readable - Presorted	Minimum Quality - Presorted
Non-Bulk	300 - 1,499	Refer to Non-Bulk Mail Rates			
Standard Regular	1,500 - 10,000 > 10,000	PR2/E PR1/E	PR5/E PR3/E	PR6/E PR4/E	PR7/E
Standard Large	1,500 - 8,000 > 8,000	PL9/E PL8/E	- -	PR11/E PL10/E	PL12/E
Non Standard	≥ 1,500	-	-	-	PN13/E

**Access Rates**

RATE CODE	WEIGHT PER ITEM UP TO											
	20g	40g	50g	100g	150g	200g	250g	300g	350g	400g	450g	500g
PR1	\$0.217	\$0.266	\$0.318									
PR2	\$0.219	\$0.272	\$0.326									
PR3												
PR4												
PR5	\$0.221	\$0.275	\$0.329									
PR6												
PR7	\$0.241	\$0.300	\$0.360									
PL8	\$0.390			\$0.450	\$0.511	\$0.571	\$0.592	\$0.613	\$0.636	\$0.656	\$0.678	
PL9	\$0.407			\$0.476	\$0.545	\$0.614	\$0.640	\$0.665	\$0.691	\$0.716	\$0.742	
PL10												
PL11	\$0.424			\$0.496	\$0.568	\$0.640	\$0.667	\$0.693	\$0.720	\$0.746	\$0.773	
PL12	\$0.496			\$0.593	\$0.690	\$0.787	\$0.825	\$0.863	\$0.902	\$0.940	\$0.979	
PN13	\$0.488	\$0.767		\$0.815	\$0.863	\$0.911	\$0.992	\$1.074	\$1.154	\$1.236	\$1.317	

**Early Posting Access Rates**

	EARLY POSTING CUT-OFF TIME	
	MACHINEABLE	NON-MACHINEABLE
Monday to Friday*	3.00 pm	1.00 pm
Saturday*	12.00 pm	12.00 pm

\* Excluding Public Holidays

RATE CODE	WEIGHT PER ITEM UP TO											
	20g	40g	50g	100g	150g	200g	250g	300g	350g	400g	450g	500g
PR1E	\$0.215	\$0.263	\$0.315									
PR2E	\$0.217	\$0.269	\$0.323									
PR3E												
PR4E												
PR5E	\$0.219	\$0.272	\$0.326									
PR6E												
PR7E	\$0.239	\$0.297	\$0.356									
PL8E	\$0.386			\$0.446	\$0.506	\$0.565	\$0.586	\$0.607	\$0.630	\$0.649	\$0.671	
PL9E	\$0.403			\$0.471	\$0.540	\$0.608	\$0.634	\$0.658	\$0.684	\$0.709	\$0.735	
PL10E												
PL11E	\$0.420			\$0.491	\$0.562	\$0.634	\$0.660	\$0.686	\$0.713	\$0.739	\$0.765	
PL12E	\$0.491			\$0.587	\$0.683	\$0.779	\$0.817	\$0.854	\$0.893	\$0.931	\$0.969	
PN13E	\$0.483	\$0.759		\$0.807	\$0.854	\$0.902	\$0.982	\$1.063	\$1.142	\$1.224	\$1.304	

(iii) **NON-BULK MAIL RATES (inclusive of prevailing GST)**

<b>WEIGHT PER ITEM UP TO</b>	<b>Standard Regular</b>	<b>Standard Large</b>	<b>Non Standard</b>
<b>20g</b>	\$0.249	\$0.519	\$0.519
<b>40g</b>	\$0.311		\$0.831
<b>100g</b>		\$0.831	\$1.039
<b>250g</b>		\$1.039	\$1.558
<b>500g</b>			

**SCHEDULE 6B**  
**INCOMING INTERNATIONAL PSO SCHEME**

Mail will be charged at SingPost's prevailing public Postage rates.

**SINGPOST'S PREVAILING PUBLIC POSTAGE RATES (inclusive of prevailing GST)**

<b>WEIGHT PER ITEM UP TO</b>	<b>Standard Regular</b>	<b>Standard Large</b>	<b>Non-Standard</b>
<b>20g</b>	\$0.26	\$0.50	\$0.50
<b>40g</b>	\$0.32		\$0.80
<b>100g</b>		\$0.80	\$1.00
<b>250g</b>		\$1.00	\$1.50
<b>500g</b>		\$1.50	



**SCHEDULE 6C**  
**SINGAPORE-ORIGIN NON-HOMOGENEOUS MAIL**

Mail must be franked according to SingPost's prevailing public Postage rates.

SingPost shall return to the Requesting PSO an additional one percent (1%) of the franked postage value (in addition to the existing one percent (1%) rebate given on franked Postage value arising from the adjustment of the GST rate that took effect from 1 July 2007).

**IDA:**

***IDA notes that the proposed rate for heterogeneous domestic mail is set at 1% discount below SingPost's prevailing public postage rates. Sub-section 2.1.2(b) of the Appendix to the Postal Competition Code requires SingPost to set its RAO rates for unsorted and heterogeneous mail by using the standard retail price and then subtracting avoidable costs. IDA is perplexed as to how SingPost's avoidable costs can represent only 1% of its standard retail price for such mail. Accordingly, IDA instructs SingPost to clarify how it obtained the 1% number to represent its avoidable costs. SingPost should provide IDA with quantitative cost data, where possible, to support its case.***

**SINGPOST'S PREVAILING PUBLIC POSTAGE RATES (inclusive of prevailing GST)**

WEIGHT PER ITEM UP TO	Standard Regular	Standard Large	Non Standard
20g	\$0.26	\$0.50	\$0.50
40g	\$0.32		\$0.80
100g		\$0.80	\$1.00
250g		\$1.00	\$1.50
500g		\$1.50	

**SCHEDULE 6D**  
**"HANDING OFF" MAIL WITH POST OFFICE (P.O.) BOX ADDRESS**

Mail with P.O. Box addresses shall be charged accordingly:

- i) Singapore-Origin Homogeneous Mail – refer to Schedule 6A
- ii) Incoming International Mail – refer to Schedule 6B
- iii) Singapore-Origin non-homogeneous Mail – refer to Schedule 6C

## **SCHEDULE 6E MISCELLANEOUS CHARGES**

### **1 REQUEST FOR RETRIEVAL OF MAIL AFTER POSTING**

- 1.1 Upon receiving a request for retrieval of mail after posting, SingPost shall endeavour to retrieve the Mail as soon as reasonably practicable and upon the Requesting PSO's payment of a processing fee of Singapore Dollars Twenty-One and Cents Forty (S\$21.40) per Mail item for every successful retrieval.

### **2 CHARGES FOR MAIL WITH LESS THAN 300 PIECES PPI PER LODGMENT**

- 2.1 A processing fee of Singapore Dollars Five and Cents Thirty-five (S\$5.35) or Singapore Cents Three (S\$0.03) per piece, whichever is greater, is chargeable if the posting is less than 300 pieces of Mail per lodgment per Mail homogeneity.

**IDA:**

***The \$5.35 minimum processing fee, and the \$0.03 per piece handling fee, is higher than the amount SingPost has filed with IDA under the terms and conditions of its standard PPI scheme. IDA hereby instructs SingPost to amend clause 2.1 to bring the charges in line with what SingPost has stipulated in its standard PPI scheme.***

### **3 DUPLICATE OR ENDORSEMENT ON ADDITIONAL COPY OF PPI POSTING DOCKETS**

- 3.1 Request for duplicate or endorsement on additional copies of the PPI Posting Dockets must be made in writing to SingPost. An administrative fee of Singapore Dollars Five and Cents Thirty-Five (S\$5.35) per piece is payable for each duplicate or additional endorsement copy.

### **4 LATE LODGMENT OUTSIDE BMC OPERATING HOURS**

- 4.1 Ad hoc Mail posting after the standard BMC operating hours is available by filling in the Request Form for Late Lodgment of Postage Paid Impression (PPI) Mail at Annex 4. At least one working day's notice, prior to the late lodgment posting is required.
- 4.2 SingPost reserves the right not to accept or process any late lodgment Mail that comes in more than one hour later than the published time. A penalty fee of 50% of the published fixed late lodgments fees will be payable for any cancellation of the late lodgment booking.
- 4.3 All Mail for late lodgments **must be presorted and pre-bagged to the first 2 digits of the 6-digit Postal Sector Code.**

**IDA:**

***Clause 4.3 appears to allow late lodgments only for pre-sorted mail. However, IDA notes that in SingPost's standard PPI scheme, late lodgments are allowed for all PPI mail. Accordingly, IDA instructs SingPost to amend the late lodgment provisions under Section 4 to ensure that it is at least no less favourable than what SingPost has provided for under its standard PPI schemes.***

- 4.4 The late lodgment hours and the corresponding applicable charges are given below for ad hoc late lodgment:

Description	Monday - Friday*
Within 1 hour after BMC operating hours	S\$300
After 1 hour but within 2 hours after BMC operating hours	S\$600
Description	Saturday*
Within 2 hours after BMC operating hours	S\$400
Description	Sunday*
10.00 am - 2.00 pm	S\$800

\* Late lodgment will not be accepted on the eve of and on public holidays

- 4.5 Requesting PSO who requires permanent daily late lodgment throughout the year (excluding Sundays and eve of and on public holidays) with a daily late lodgment quantity of at least 10,000 pieces of presorted and barcoded domestic Singapore-Origin Mail may arrange for discussions with SingPost for a separate late lodgment and payment scheme.

# **Annex 1**

## **Sample of Banker's Guarantee**

Date:

[Letterhead of issuing bank]

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# SAMPLE

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SINGAPORE POST LIMITED  
Finance Billing Unit  
10 Eunos Road 8  
#07-32 Singapore Post Centre  
Singapore 408600

Dear Sirs,

Banker's Guarantee no. XXXXXXXX for S\$ $x000.00$

- 1 IN CONSIDERATION OF SINGAPORE POST LIMITED (hereinafter called "Singapore Post") agreeing to provide [*Company name and Address*] (hereinafter called "the Customer") such services pursuant to a contract dated [*insert date*] (hereinafter called "the Contract"), we [*banker's name*] of [*banker's business address*] (hereinafter called "the Guarantor") hereby irrevocably and unconditionally undertake and guarantee to pay to Singapore Post upon receipt of its written demand in accordance with Paragraph 3 herein, all sums of monies which shall at any time be due and owing or which may become due and payable by the Customer to Singapore Post in respect of the Contract, up to a limit of Singapore Dollars [*insert amount in words*] (*insert amount in numerals*) (hereinafter called "the Guaranteed Sum").
- 2 This Guarantee shall be valid from [*insert effective date*] until [*insert expiry date*] (hereinafter called the "Expiry Date"). All claims must be made within three (3) calendar months from the Expiry Date.
- 3 A notification in writing by any duly authorized officer of Singapore Post notifying the Customer and the Guarantor of the sum of monies which is due and owing or which may become due and payable by the Customer to Singapore Post, shall be deemed to be final and conclusive in respect thereof.
- 4 The Guarantor shall effect the payment required as the principal debtor under such a claim within fourteen (14) business days of the date of Singapore Post's notification in writing.
- 5 The Guarantor further agrees that it shall not be discharged or released from this Guarantee by any arrangement between the Customer and Singapore Post, or by any alteration in obligations undertaken by the Customer or by any forbearance whether as to payment, time or otherwise, whether made with or without the Guarantor's consent.
- 6 This Guarantee is not assignable or transferable in any form whatsoever.
- 7 This Guarantee shall continue in full force and effect and shall not be affected or in any way be prejudiced by the liquidation, winding-up, judicial management, receivership or insolvency of the Customer, and/or any change in the Guarantor's constitution.
- 8 All payments by the Guarantor hereunder shall be made without set-off, counterclaim or cross-claim and shall be free of any withholding taxes, impost or levies.
- 9 This Guarantee shall be governed by and construed in accordance with the laws of the Republic of Singapore, and the parties shall submit to the jurisdiction of the courts of the Republic of Singapore.

Signed by [*Bank officer*]  
For and on behalf of [*Name of banker*] [*Designation*]

## **ANNEX 2**

### **Sample of Postage Paid Impression Application Form**

**IDA:**

*IDA instructs SingPost to delete the word "SAMPLE OF" from the title of the Postage Paid Impression Application Form. This form should be valid for use by Requesting PSOs without PSOs having to obtain a different version of the form from SingPost.*



Singapore Post Limited  
 Bulk Mail Centre  
 10 Eunos Road 5,  
 Singapore Post Centre  
 Singapore 408600  
 Tel: (65) 6845 6651 / 6845 6211  
 Fax: (65) 6841 2990  
 (Reg. No. 199201623M)

**POSTAGE PAID IMPRESSION (PPI) APPLICATION FORM**

**SINGPOST CONTACT PERSON:**

**A. PARTICULARS**

<b>Company's Name &amp; Address</b>		<b>Company/ Business</b>	
Singapore ( )  Nature/ Type of Business:  Industry Classification Code: _____ (Please see overleaf)		Registration No: _____ (Please attach copy of the latest Business Profile from Accounting and Corporate Regulatory Authority for verification)	
		<div style="border: 1px solid black; padding: 20px; font-size: 2em; font-weight: bold;">SAMPLE</div>	
<b>Contact Name:</b>	<b>Designation:</b>	<b>Department/ Division:</b>	
<b>Telephone:</b>	<b>Fax:</b>	<b>Email:</b>	

**B. SERVICE USAGE INFORMATION**

**Frequency of Posting:** \_\_\_\_\_  
 Daily / Monthly / Quarterly / Others

**Estimated Quantity Per Posting:** \_\_\_\_\_  
 (Minimum quantity per posting must be 300 homogeneous pieces or a processing fee v

**C. CONFIRMATION OF SERVICES**

- 1) We hereby certify that the above particulars are correct.
- 2) We have read the Terms and Conditions and the Specifications and agree to abide by them
- 3) I attached a latest copy of my company's Business Profile issued by the Accounting and Corporate Regulatory Authority with this application
- 4) We agree that upon acceptance of this order form, this document shall constitute a fully binding agreement between ourselves and SingPost.

\_\_\_\_\_ Authorised Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_ Company's Stamp

\* Please allow one week for processing  
 \* You may contact us for a copy of the latest PPI terms and conditions

**For Official Use**

Processing Officer's Name	Signature	Date
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- Business Profile issued by Accounting and Corporate Regulatory Authority
- Date and PPI Permit Number is issued to customer Date: \_\_\_\_\_ PPI permit: \_\_\_\_\_

please mark 'X' in the appropriate box  
 \* please delete whichever inapplicable



## **ANNEX 3**

# **Sample of Postal Sector Grouping Sort Plan for Lodging Mail in Pallets**

**IDA:**

***IDA instructs SingPost to delete the word “SAMPLE OF” from the title of the Postal Sector Grouping Sort Plan for Lodging Mail in Pallets. Unless SingPost is able to provide compelling reasons otherwise, the plan contained herein should be the valid plan for use by Requesting PSOs without PSOs having to obtain a different version from SingPost***

	Name of Regional Delivery Base		Postal Sector - First 2-digit of the 6 digit postal code
			01, 02, 04, 06
			05, 07, 08
			03, 17
			09, 10, WTC
			11, 13
			12
			14, 15
			16
			27
			18
			19
			20, 21
			22, 23
			24, 25, 26
			32, 33
			34, 35, 36

			28, 29, 30
			31
			56
			57
5			37, 40, 41
			38, 39
			42, 43
			44, 45
			46, 47
			48, 49, 50, 51
			52
			53, 54
			55, 79, 80
			82
			58, 59, 65
			66, 67, 68, 69, 70, 71
			60, 64

			<b>61, 62, 63</b>
			<b>72, 73, 74</b>
			<b>75, 76, 77, 78, 83</b>
	<b>ATC</b>		<b>81</b>

## **ANNEX 4**

### **Request Form for Late Lodgment of Postage Paid Impression (PPI) Mail**

## Request Form For Late Lodgment of Postage Paid Impression (PPI) Mail

### A. Particulars

<b>Company Name &amp; Address of Applicant</b>		<b>PPI Permit No. / Account No.:</b>	
(Late Lodgment charges will be billed to)			
		<b>Date of Lodgment Required:</b>	
Singapore (                      )		<b>Time of Lodgment:</b>	
* If the permit no. or billing a/c is charged to a different party from the applicant, the applicant must present a letter of approval from the party to be billed to.			
<b>Contact Name</b>	<b>Designation</b>	<b>Department/ Section</b>	<b>Telephone Number</b>
(Dr/Mr/Miss/Mrs/Mdm/Ms)			
<b>Mobile Number</b>	<b>Fax Number</b>	<b>Email address</b>	
<b>Name &amp; Address of Company Lodging in mail</b>		<b>PPI Permit No. / Account No.:</b>	
Singapore (                      )			
<b>Contact Name</b>	<b>Designation</b>	<b>Department/ Section</b>	<b>Telephone Number</b>
(Dr/Mr/Miss/Mrs/Mdm/Ms)			

### B. Services Required (Please tick the appropriate box)

<b>Monday to Friday**</b>			
<input type="checkbox"/>	<input type="checkbox"/>	Within 1 hour after BMC operation hours	
		S\$300.00 flat rate	
<input type="checkbox"/>	<input type="checkbox"/>	After 1 hour but within 2 hours after BMC operation hours	
		S\$600.00 flat rate	
<b>Saturday Only**</b>			
<input type="checkbox"/>	<input type="checkbox"/>	Within 2 hours after BMC operation hours	
		S\$400.00 flat rate	
<b>Sunday Only**</b>			
<input type="checkbox"/>	<input type="checkbox"/>	10.00 am - 2.00 pm	
		S\$800.00 flat rate	

\*\* Late lodgment will not be accepted on the eve of and on Public Holidays.

**PPI Permit No. / Title of Articles and Number of Copies**

PPI Permit No.	Title of Article	No. of Copies
Conditions available at <a href="http://www.singpost.com">www.singpost.com</a> for SingPost's Service Levels		
<b>C. Services Required (Please tick the appropriate box and fill in the details required)</b>		
1)	Ad-hoc Mail posting after the standard BMC operating hours is available by filling in the Request Form for Late Lodgment of Postage Paid Impression (PPI) Mail. At least one working day notice, prior to the late lodgment posting, is required.	
2)	SingPost reserves the right not to accept or process any late lodgment Mail that comes in more than one hour later than the published time(s). A penalty fee of 50% of the published fixed late lodgment fees will be payable for any cancellation of the late lodgment booking.	
3)	All Mail for late lodgment must be homogeneous and be presorted and pre-bagged to the first 2 digits of the 6-digit Postal Sector Codes.	
4)	There shall be no late lodgment acceptance for Mail posted under the ICBM and the Local Non-Homogeneous Mail schemes.	
5)	Mail lodged after BMC operating hours shall be treated as next working day's lodgment. Please refer to our PPI Service Terms Conditions available at <a href="http://www.singpost.com">www.singpost.com</a> for SingPost's Service Levels.	
6)	SingPost will only accept the late postings upon the receipt of this application form, which must be completed and signed.	
7)	Please do not post the mail until you have received our official confirmation on the acceptance of your application.	
8)	We / I agree to abide by the PPI Service Terms and Conditions pertaining to the late posting charges and also pay the full cost of these late posting charges as calculated by SingPost.	
9)	We / I agree to pay the charge(s) for the period requested in the event that the late lodgment is not made.	
	Authorized Officer's Signature/ Name	Company Stamp/ Date
<b>D. For Official Use</b>		
<b>To be fill in by Supervisor</b>		
Date of Customer Request:		BMC Billing Reference No.:
Late Lodgment accepted:	<input type="checkbox"/> YES	<b>Breakdown of Charges</b>
	<input type="checkbox"/> NO	Standard Charge
		Add
		Other / Special Charge
Approved by:		Add
		GST
Signature & Date:		<b>Total Charges for Late Posting</b>
<b>To be fill in by Input Staff</b>		
PPI Permit No. to be billed:		Docket No.:
Name of Company:		
Name of Input Staff:		Total Charges:
Copied faxed to customer on:		Signature & Date:

**IDA:**

***Paragraph 2.2.1(c) of the Appendix to the Postal Competition Code requires SingPost to ensure that the RAO includes an offer to allow Requesting PSOs the option of providing bar-coding and/or sorting services. SingPost has not provided this option to PSOs in this proposed RAO. Accordingly, IDA hereby instructs SingPost amend the RAO to provide such an option to Requesting PSOs for IDA's approval.***