

TENDER REF. NO.: SCCC/EP/2021/001



UEN Registration No.: 201309577Z

**INVITATION TO TENDER**

**FOR THE DEVELOPMENT AND FACILITATION OF GUIDED TOURS**

**AND/ OR GUIDED TOURS WITH WORKSHOPS**

**FOR THE SINGAPORE CHINESE CULTURAL CENTRE'S**

**LONG-TERM EXHIBITION**

**FOR ONE (1) YEAR FROM 1 JANUARY 2022 TO 31 DECEMBER 2022**

**WITH AN OPTION TO RENEW FOR ONE (1) YEAR**

**FROM 1 JANUARY 2023 TO 31 DECEMBER 2023**

## INVITATION TO TENDER

Tender Ref. No.: SCCC/EP/2021/001

To the Tenderer,

Dear Sir / Mdm,

### **INVITATION TO TENDER FOR THE DEVELOPMENT AND FACILITATION OF GUIDED TOURS AND/OR GUIDED TOURS WITH WORKSHOPS FOR THE SINGAPORE CHINESE CULTURAL CENTRE'S LONG-TERM EXHIBITION FOR ONE (1) YEAR FROM 1 JANUARY 2022 TO 31 DECEMBER 2022 WITH AN OPTION TO RENEW FOR ONE (1) YEAR FROM 1 JANUARY 2023 TO 31 DECEMBER 2023**

1. Singapore Chinese Cultural Centre (SCCC) invites Tender Offers for the goods and/or services described in detail in the Tender Specifications and on the terms set out in the Tender Documents as a whole.
2. This Invitation to Tender comprises of the following Tender Documents which may be downloaded from the SCCC website at: <https://singaporeccc.org.sg/tenders-quotations/>.

#### Tender Notice

Section 1:	Tender Guidelines
Section 2:	Tender Specifications
Section 3:	Evaluation Criteria
Section 4:	Conditions of Contract
Section 5:	Prescribed Forms

Form A:	Form of tender
Form B:	Tenderer's profile
Form C:	Schedule of Persons Empowered to Act
Form D:	Profile of tenderer's project team organisation chart
Form E:	Information on major shareholders
Form F:	Lesson plans proposal
Form G:	Budget breakdown
Form H:	List of relevant track record in the last 3 years
Form I:	Marketing plan
Form J:	Mandatory trial tour and hands-on activity

Separate documents to be shared after the mandatory briefing

Annex A:	Workshop spaces
Annex B:	Exhibition outline
Annex C:	Level 2 exhibition layout
Annex D:	Level 7 exhibition teaser

3. The Tenderer is required to complete and submit the prescribed forms in sealed envelopes, together with all supporting data or relevant information in an A4 folder, with a soft copy of the application stored in a thumb drive, to SCCC before the closing date of tender: **Tues, 26 Oct 2021, 2pm.**
4. The closing date for submission of tender is Tenders submitted after the stipulated date and time will not be accepted.
5. The Tender Offer will be evaluated based on the Evaluation Criteria set out in Section 3.
6. Tender Offers are to be deposited into the Tender Box located at:  
**Singapore Chinese Cultural Centre**  
**1 Straits Boulevard**  
**Level 1 Lift Lobby**  
**Singapore 018906**
7. Details of the mandatory briefing for all interested tenderers are as follows:  
**Tues, 12 Oct 2021**  
**4pm – 6pm**  
**Zoom**
8. Please RSVP your attendance to [education@singaporeccc.org.sg](mailto:education@singaporeccc.org.sg) by Fri, 8 Oct 2021, 5pm.
9. **Tenderers are required to sign a Non-Disclosure Agreement (NDA) with a company stamp prior to the briefing.**
10. Tenderers who wish to seek further clarifications on the Tender shall submit their written request no later than Fri, 22 Oct 2021, 5pm.
11. SCCC does not bind itself to accept the lowest or any Tender Offers.

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## TENDER NOTICE

Tender Ref. No.:	SCCC/EP/2021/001
Publication Date:	27 Sept 2021
Description:	Development and Facilitation of Guided Tours and/or Guided Tours with Workshops for the Singapore Chinese Cultural Centre's Long-term Exhibition.
Closing Date and Time:	26 Oct 2021, 2pm
Offer Validity Duration:	3 calendar months
Tender Box No.:	Singapore Chinese Cultural Centre, 1 Straits Boulevard, #11-01, Singapore 018906
Publication of Tender Documents:	SCCC website: <a href="http://www.singaporeccc.org.sg/tender/">http://www.singaporeccc.org.sg/tender/</a>
Tender Briefing:	<p>Details of the <b>compulsory</b> tender briefing are as follows:</p> <p>12 Oct 2021 4pm – 6pm Zoom</p> <p>RSVP the following to <a href="mailto:education@singaporeccc.org.sg">education@singaporeccc.org.sg</a> by <u>Fri, 8 Oct 2021, 5pm.</u></p> <p>Name Organisation Designation Mobile number</p> <p>A unique Zoom link will be sent to your email address. If there are more than one person from your organisation attending the briefing, please ensure that they RSVP to get this unique Zoom link.</p>
Contact Person:	<a href="mailto:shirleykhng@singaporeccc.org.sg">shirleykhng@singaporeccc.org.sg</a> <a href="mailto:ngmeiwan@singaporeccc.org.sg">ngmeiwan@singaporeccc.org.sg</a>
SCCC does not bind itself to accept the lowest or any offers and is not under any obligation to inform any Tenderer of the reasons for non-acceptance of an offer.	

## **SECTION 1: TENDER GUIDELINES**

### **1 Definitions**

Throughout this Invitation to Tender and any resultant Contract (defined in the Conditions of Contract), unless the context otherwise requires, the following definitions shall apply:

- a) **“SCCC”** means Singapore Chinese Cultural Centre.
- b) **“Site”** means the premises at 1 Straits Boulevard, Singapore 018906.
- c) **“Closing Date”** means the time and the date referred to in the Covering Letter, which is the deadline for submission of Tender Offers.
- d) **“Invitation to Tender”** means the invitation to participate in this Tender and comprises all the Tender Documents referred to in the Covering Letter.
- e) **“Tender Offers”** mean the submissions made by Tenderers in response to the Invitation to Tender.
- f) **“Tender Price”** means the total price stated in the Form of Tender for the provision of goods and/or services required under this Invitation to Tender.
- g) **“Tenderers”** mean the persons invited to submit Tender Offers to provide the goods and/or services required under this Invitation to Tender.
- f) All other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

### **2 Eligibility**

- 2.1 Tenderers can participate in this Tender only if not under any debarment from any of SCCC’s tenders and Tenders on or after the Closing Date.
- 2.2 Tenderers who do not meet any critical criteria under the Evaluation Criteria are liable to be disqualified at SCCC’s discretion.
- 2.3 Tenderers are to attend a compulsory tender briefing. Tenderers shall refer to the tender notice and invitation letter for details.

### 3 Submission of Tender Offers

- 3.1 The tenderer shall complete and sign the Tender's Offer and complete all parts of this Tender Document required to be completed by a tenderer by the Closing Date in accordance with the following mode(s) of submission:

<p><b>The following documents/information shall be submitted using Tender Box</b></p> <ul style="list-style-type: none"><li>A. Form of tender</li><li>B. Tenderer's profile</li><li>C. Schedule of Persons Empowered to Act</li><li>D. Team organisation chart and Curriculum Vitae of facilitators involved in the programme</li><li>E. Information on major shareholders</li><li>F. Lesson plans proposal (learning objectives and outcomes, skills taught, relevant pedagogical approaches for different target groups, materials list)</li><li>G. Budget breakdown</li><li>H. List of relevant track record in the last 3 years</li><li>I. Marketing plan</li><li>J. 3 written testimonials or feedback from schools</li><li>K. Proposed date and timing for 1 mandatory trial tour and hands-on-activity</li><li>L. Any other supporting documents/materials that are in softcopy</li></ul> <p><b>All submissions must be in two (2) bound copies and one (1) softcopy</b></p>
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- 3.2 Tenderers may submit other documents/information apart from those specifically listed under Sub-Clause 3.1 in support of Tender Offers. Such other documents/information may be submitted using any of the mode(s) of submission allowed under Sub-Clause 3.1.
- 3.3 The Tenderer shall submit this Tender Document in a sealed envelope by hand into the Tender Box located at SCCC, 1 Straits Boulevard, L1 Lift Lobby, by the stipulated date and time. Tenders submitted after the stipulated date and time will not be accepted.
- 3.4 The tenderer shall mark the top left corner of the envelope with the Tender No: SCCC/EP/2021/001.
- 3.5 The Tenderer shall also submit samples of the goods and/or packages if SCCC so requests.
- 3.6 Tenders submitted after the stipulated date and time will not be accepted.
- 3.7 Tenderers shall submit the tender and supporting documents in the number of sets as specified in the Invitation to Tender. Two sets are to be marked "Original" and a softcopy of the application stored in a thumb drive.
- 3.8 All expenses incurred in the preparation of this tender shall be borne by the Tenderer.



Throughout this Invitation to Tender and any resultant Contract (defined in the Conditions of Contract), unless the context otherwise requires, the following definitions shall apply:

- h) **"SCCC"** means Singapore Chinese Cultural Centre.
- i) **"Site"** means the premises at 1 Straits Boulevard, Singapore 018906.
- j) **"Closing Date"** means the time and the date referred to in the Covering Letter, which is the deadline for submission of Tender Offers.
- k) **"Invitation to Tender"** means the invitation to participate in this Tender and comprises all the Tender Documents referred to in the Covering Letter.
- l) **"Tender Offers"** mean the submissions made by Tenderers in response to the Invitation to Tender.
- m) **"Tender Price"** means the total price stated in the Form of Tender for the provision of goods and/or services required under this Invitation to Tender.
- n) **"Tenderers"** mean the persons invited to submit Tender Offers to provide the goods and/or services required under this Invitation to Tender.
- f) All other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

#### **4 Language**

- 4.1 Tender Offers and all supporting technical data and all documentation submitted as part of the Tender Offer must be written in the English language. Bilingual proposals will be considered favourably.

#### **5 Tender Price and Goods and Services Tax (GST)**

- 5.1 Tenderers must satisfy themselves before submitting any Tender Offers as to the correctness and sufficiency of their Tender Price for the execution and complete provision of all goods and/or services required under this Invitation to Tender. In this regard, Tenderers shall:
  - a) Notify SCCC in writing of any ambiguity, inconsistency or omission in or between any of the Tender Documents; and
  - b) Seek clarification on the same from SCCC by the stipulated period as indicated in the Covering Letter.
- 5.2 The Tender Price set out in the Tender Offer shall be deemed to have included the delivery of all goods and/or the performance of all services to meet the Requirement Specifications in full. This is so regardless of whether such goods and/or services have actually been listed or priced in any breakdown of the Tender Price or in any other part of the Tender Offer. The price of anything not specifically listed or priced shall be deemed to have been included in the other price(s) actually set out in the Tender Offer.

- 5.3 The Tenderer shall not include any Goods and Services Tax (GST) in the Price Schedule and Schedule of Rates of Tender's Offer.
- 5.4 The Tenderer shall declare his GST status in his tender. He shall clearly indicate whether he is, or whether he will be a taxable person under the GST Act. He shall, if available, furnish the GST registration number to SCCC.
- 5.5 If the Tenderer is a taxable person under the Singapore GST Act, SCCC will pay the Tenderer, in addition to the rates and prices proposed, the GST chargeable on the supply of Goods and Services provided pursuant to this tender.
- 5.6 A Tenderer who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person after the award of the tender shall forthwith inform SCCC of his change in GST status. He shall be entitled to claim from SCCC any GST charged on the supply of the Goods or Services made by him after his change in GST status.

## **6 Queries**

- 6.1 Any queries in respect of this Tender Document or any matter related thereto may be submitted in writing to [shirleykhng@singaporeccc.org.sg](mailto:shirleykhng@singaporeccc.org.sg) and [ngmeiwan@singaporeccc.org.sg](mailto:ngmeiwan@singaporeccc.org.sg) before 22 Oct 2021, 5pm.
- 6.2 SCCC reserves the absolute right not to entertain or respond to any query which, in SCCC's opinion, is inappropriate or improper.
- 6.3 On submitting his tender, the Tenderer shall be deemed to have examined this Tender Document and site conditions and is satisfied with regards to any query on this Tender Document.

## **7 Presentation**

- 7.1 The Tenderer shall, on the request of SCCC, make a presentation on such aspects of his Tender as may be required by SCCC.

## **8 Compliance with Instructions and Forms**

- 8.1 Tender Offers are to be submitted according to the instructions contained in and using any forms prescribed in the Invitation to Tender.
- 8.2 Any Tender Offers which:
  - a) Are not in accordance with the instructions;
  - b) Vary any of the prescribed forms,

Are liable to be disqualified at SCCC's discretion.

## **9 Validity Period**

- 9.1 Tenders submitted shall remain valid for acceptance for a period of 180 days commencing on the closing date. This validity period may be extended by mutual consent in writing by SCCC and the Tenderer.

## **10 Withdrawal of Tender Offers**

- 10.1 Any Tenderers that withdraw Tender Offers after the Closing Date are liable to be debarred from The SCCC's future tenders.

## **11 Acceptance of Tender Offers**

- 11.1 SCCC shall be under no obligation to accept the lowest of any Tender Offers.
- 11.2 SCCC shall normally not enter into correspondence with any Tenderer regarding reasons for non-acceptance of a Tender.
- 11.3 SCCC reserves the right to accept portion of each Tender as SCCC may decide, unless the Tenderer expressly stipulates in its Tender Offer that certain parts of the Tender Offer are to be treated as indivisible. The prices shall be adjusted in accordance with the schedules of prices set out in the Tender Offer.
- 11.4 The Letter of Acceptance issued by SCCC shall create a binding contract ("Contract") on the part of the Tenderer to supply to SCCC the goods and/or services offered in the tender.
- 11.5 The Contract shall be governed by the Conditions of Contract.
- 11.6 SCCC shall notify a successful Tenderer of its acceptance of his tender, whether in whole or in part, by sending a Purchase Order or Letter of Acceptance by post to that Tenderer and the posting of the Purchase Order or the Letter of Acceptance shall be deemed good service of such notice.
- 11.7 SCCC may at its discretion require the Tenderer to sign a written agreement.
- 11.8 Tenderer may submit an alternative offer to the tender specifications, however SCCC reserves the right not to accept the alternative offer.
- 11.9 SCCC may make awards to more than one Tenderer.

## **12 Ownership of Documents and Intellectual Property**

- 12.1 All information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of SCCC shall remain the property of SCCC. Tenderers shall immediately return all or any of the same on written request by SCCC or destroy the same within 1 week of the award to the Tender (except in the case of the successful Tenderer).

- 12.2 All Intellectual Property (as defined in the Conditions of Contract) reflected or subsisting in the information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of SCCC belong to SCCC or third parties as the case may be.
- 12.3 Tender Offers and all accompanying documents, plans, drawing, materials or other items (less samples that are covered under Clause 13 below) that are submitted by Tenderers in response to this Invitation to Tender shall become the property of SCCC. However, Intellectual Property reflected or subsisting in the same shall remain vested with the Tenderers or other third parties as the case may be. This Sub-Clause 12.3 is without prejudice to any provisions to the contrary in the Conditions of Contract that are applicable to the successful Tenderer.

### **13 Samples**

- 13.1 Where the Invitation to Tender states that samples of good(s) or any other item(s) are to be submitted; such samples shall be:
- a) Delivered at the sole cost of the Tenderers;
  - b) Delivered to the place stipulated on the date or by the deadline stipulated;
  - c) Delivered in such numbers for each of the good(s) or item(s) as stipulated
  - d) Marked clearly with the:
    - i. Tender reference number (from the Covering Letter);
    - ii. Description of the good or item concerned; and
    - iii. Name of the Tenderer concerned.
- 13.2 When submitting samples, Tenderers shall indicate in writing whether the samples are to be returned (subject to Sub-Clause 13.3). If no such indication is given, SCCC shall not be obliged to return any samples. SCCC may, at its sole discretion, decide to return the samples at its own costs or give the Tenderer written notification to collect the samples. SCCC shall have the right to dispose, in any way and without payment of compensation, of any samples that Tenderers fail to collect after being given written notification to do so.
- 13.3 Where the Invitation to Tender states that samples may be subject to destructive testing, samples subjected to destructive testing need not be returned to the Tenderer notwithstanding Sub-Clause 13.2.
- 13.4 Where samples are required, the failure to provide the samples in the manner stipulated in the Invitation to Tender may render the Tender Offers concerned liable to disqualification at SCCC's discretion.

### **14 Alteration, Erasures and Illegibility**

- 14.1 Except for amendments to entries made by the Tenderer which are initialled by the Tenderer, Tender Offers bearing any other alterations or erasures and Tender Offers in which prices are not legibly stated are liable to disqualification at SCCC's discretion.

## 15 Consortiums

15.1 As used in this Invitation to Tender, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.

15.2 The following shall apply if a Tender Offer is submitted by a Consortium:

- a) Each member of the Consortium shall be a business organisation duly organised, existing and registered under the laws of its country of domicile.
- b) No Consortium shall include a member which has been debarred from SCCC tenders and Tenders.
- c) After the submission of the Tender Offer, any introduction of, or changes to, Consortium membership must be approved in writing by SCCC.
- d) In the case of Consortiums, the following documents must be submitted with the Tender Offer:
  - i. A certified copy of the consortium or partnership agreement, signed by all members of the Consortium.
  - ii. Documentary proof must be provided that there is a Lead Member which is authorised by all members of the Consortium to sign and submit the Tender Offer, receive instructions, give any information, accept any contracts and act for and on behalf of all the members of the Consortium. The documentary proof could be in the form of:
    - (1) Relevant provision(s) in the certified copy of the consortium or partnership agreement, or
    - (2) Certified copies of powers of attorney from each members of the Consortium,
- e) The Tender Offer must be submitted by the Lead Member.
- f) Information must be submitted with respect to:
  - i. The legal relationship among the members of the Consortium;
  - ii. The role and responsibility of each member of the Consortium; and
  - iii. The address of the Consortium to which SCCC may send any notice, request, clarification or correspondence.
- g) If SCCC awards the Contract to a Consortium:
  - i. The Letter of Acceptance and/or Purchase Order may be handed to or posted to the address of the Lead Member of the Consortium given in the Tender Offer.
  - ii. The issue by SCCC of a Letter of Acceptance and/or Purchase Order shall create a contract that is binding on all the members of the Consortium for the provision of the goods and/or services required under this Invitation to Tender and to the extent accepted in the Letter of Acceptance and/or Purchase Order. The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract).
  - iii. Each member of the Consortium shall be jointly and severally responsible to SCCC for the due performance of the Contract.
  - iv. If any member of the Consortium withdraws from the Consortium or is adjudicated a bankrupt, or goes into liquidation in accordance with the laws of the country of incorporation, then the surviving member(s) of the Consortium shall be obliged to carry out and complete the performance of the Contract.

## **16 Clarifications**

- 16.1 If SCCC sends a written notice to any Tenderers to clarify any aspect of their Tender Offers, the Tenderers concerned must provide full and comprehensive responses within 7 days of the date of the written notice. For the avoidance of doubt, this may include the request for the submission for missing documents or information that may be required by SCCC for this Tender provided that no Tenderer shall, in any case, be permitted to amend the proposed Contract Price already submitted.

## **17 Demonstration of capabilities**

- 17.1 Tenderers shall at their own expense, at the written request of SCCC, prepare and conduct demonstrations/presentations in Singapore to substantiate the claims and proposals in their Tender Offers. The time, date and venue for any such demonstrations/presentations shall be determined by SCCC.

## **18 Short listing**

- 18.1 SCCC reserves the right to shortlist Tenderers in accordance with the criteria set out in the Invitation to Tender and give those so shortlisted the opportunity to submit new Tender Offers on the basis of revised requirements on the part of SCCC. The submission of new Tender Offers shall be in accordance with a common deadline and new submission instructions issued by SCCC in writing.
- 18.2 The new Tender Offers received based on the revised requirements must be complete and comprehensive and shall form the basis of the final Tender Offer evaluation. All Tender Offers received earlier shall be treated as lapsed.

## **19 Confidentiality**

- 19.1 Except with the consent in writing of SCCC, Tenderers shall not disclose to any third parties, this Invitation to Tender, the provisions of the Tender Documents, and any information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of SCCC.

## **20 Applicable Law**

- 20.1 All Tender Offers submitted pursuant to this Invitation to Tender and the formation of any resulting contracts shall be governed by the laws of the Republic of Singapore.

## **21 Amendment to Invitation to Tender**

- 21.1 SCCC reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Tender at any time prior to the Closing Date.
- 21.2 Any amendments or issue of supplementary terms to the Invitation to Tender made pursuant to Sub-Clause 21.1 shall be issued through email, facsimile or SCCC website and it shall be the

responsibility of the Tenderers to check email, facsimile or website on a frequent basis for any such amendments or issue of supplementary terms to the Invitation to Tender.

21.3 No oral representation shall be:

- a) Accepted or construed as amending or being supplementary to the terms of the Invitation to Tender, or
- b) Binding on SCCC.

## **22 Notification**

22.1 Tenderers should note that notification may not be sent to unsuccessful tenderers by the Employer.

## **23 Variations**

23.1 SCCC reserves the right to negotiate with the Tenderer, where exceptional circumstances so necessitate, to vary any provision or part of this Tender Document without reference to any other party. Any such variation shall be subjected to the mutual consent in writing to SCCC and the Tenderer.

## **24 Contract Period**

24.1 In the Conditions of Contract, the contract period always commences on the date the Letter of Acceptance and/or Purchase Order was received by the Appointed Team. The default end date is the date which we have the complete performance of all Services and the complete supply of all Goods required.

24.2 The Contract may be extended for one or more periods at SCCC's sole discretion.

24.3 The Tenderer must have a Project Office for the purposes set out in Clause 24 of the Conditions of Contract. The address of the proposed Project Office that will be used for purposes of the Contract must be provided in the Tender Offer.

**SECTION 2: TENDER SPECIFICATIONS**

**1. Objective**

1.1 The objective of this Invitation to Tender (“ITT”) is to seek interested parties to submit tender to develop and facilitate guided tours and/or guided tours with workshops for Singapore Chinese Cultural Centre (SCCC)’s long-term exhibition for one (1) year from 1 January 2022 to 31 December 2022 with the option to renew for one (1) year from 1 January 2023 to 31 December 2023.

**2. Educational Programmes Overview**

2.1 SCCC will be appointing Tenderers for the development and facilitation of school programmes for the long-term exhibition entitled “SINGAPO 人 : Discovering Chinese Singaporean Culture” through open tender. More information about the Exhibition may be found in Annex B – D.

2.2 In conjunction with this Exhibition, SCCC will be inviting Tenderers to provide a variety of school programmes through the mediums of, but not limited to, the following expressions:

- Visual and/or creative arts
- Literary arts
- Speech and drama
- Story-telling
- Theatre
- Music

2.3 Tenderers are invited to submit proposals that highlight Chinese Singaporean culture through a form. These include, but are not limited to, the following expressions:

- Culture + Visual Arts
- Culture + Drama
- Culture + Language
- Culture + Writing

2.4 The programmes will commence from 1 January 2022 to 31 December 2022. 1 January 2022 is the estimated commencement date, subject to final confirmation from SCCC.

2.5 Tenderers are invited to submit proposals based on the following categories and recommended duration. Tenderers may submit proposals for one or more categories:

<b>Category of school programmes</b>	<b>Recommended Duration</b>
Guided tour of the exhibition	60 minutes
Guided tour of exhibition, followed by a hands-on-activity	120 minutes



- 2.6 The programmes are for these groups:
- Schools
    - 4 – 6 years (Preschool)
    - 7 – 12 years (Primary School)
    - 13 – 16 years (Secondary School)
    - 17 – 18 years (JC/CI/ITE)
    - Special Education School
  - Families with children ages 4 – 12 years
  - Corporations
- 2.7 Tenderers may propose programmes for more than 1 group.
- 2.8 Tenderers may propose programmes which are onsite (solely conducted in our Centre’s premises), online (via Zoom) or hybrid (onsite + online).
- 2.9 The proposed programme should be completed in one session and should not span multiple sessions.
- 2.10 The programmes will take place within SCCC or SCCC’s designated online platforms. More information about the workshop space may be found in Annex A.

### **3. Scope of Work**

- 3.1 Tenderers must submit the education pedagogy for the proposed programme, explaining the following:
- Objectives of the programme
  - Outcomes of the programme
  - Skills taught
  - Relevant pedagogical approaches for the target groups in the proposed programme
  - Materials list
- 3.2 Learning objectives of the tour and/or hands-on-activity should be related to the exhibition. There should be a clear link between the discussion questions and the hands-on-activity.
- 3.3 Within 14 days of the award of contract, Tenderer shall submit a detailed pedagogical paper of the proposed programme for SCCC’s approval. This includes, but are not limited to, the following:
- Documentation and writing of detailed lesson plans
  - Learning outcomes and objectives
  - Evaluation rubrics
  - Instructions of facilitation
- 3.4 SCCC has the right to terminate contract if Tenderer does not comply with the Scope of Work listed.

- 3.5 Appointed Tenderer is required to conduct 1 mandatory tour and/or hands-on-activity for SCCC's inspection and vetting, prior to launching the programme officially to schools. The cost of this trial class at SCCC shall be borne by the Tenderer.
- 3.6 Appointed Tenderer must be open to feedback from SCCC on lessons conducted, and implement necessary follow-up based on given feedback.
- 3.7 A review of the programme quality and attendance will be done at least once every 6 months. Failure to achieve the desired quality of programme or programme satisfaction will affect the Tenderer's chances of bidding for future contracts with SCCC.

**4. Requirement Specifications**

4.1 The scope of work requirement consists of the following items:

Item 1:	<p><u>Programme Development</u></p> <p>For students to be fully engaged with the ideas in the exhibition, the recommended proposed programme approaches should be:</p> <ul style="list-style-type: none"> <li>• Multi-disciplinary</li> <li>• Interactive</li> <li>• Thought-provoking</li> <li>• Encourage reflection</li> </ul> <p>Programme content should be relevant to the Ministry of Education curriculum for subjects such as Chinese, History, Social Studies, Character &amp; Citizenship Education, National Education, English and/ or Art.</p> <p><b>Bilingual programmes would be considered favourably.</b></p> <p>Tenderers must ensure that the programme will achieve at least 80% satisfaction rating from attendees. This quality must be consistent throughout the duration of the contract.</p> <p>Tenderers are responsible for conducting in-depth research needed to create their programmes.</p> <p>Tenderers should include a guided tour proposal of the exhibition. Successfully awarded Tenderers will be invited to attend the exhibition's presentations and walkthroughs conducted by SCCC.</p> <p>All handling materials, manipulatives or worksheets for students shall be provided by the Tenderer.</p>
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<p>Item 2:</p>	<p><u>Programme Creation and Branding</u></p> <p>Programme creation should be original and distinct to this exhibition and must not be repeated elsewhere.</p> <p>Programme will be marketed exclusively under SCCC’s logo and branding.</p> <p>Appointed Tenderers are commissioned to run the programmes as SCCC’s facilitators, and not as independent operators.</p> <p>All bookings of programmes must be done through SCCC and not through the Tenderer. Schools will pay SCCC directly. Tenderers must market the awarded programme and refer bookings to SCCC.</p>								
<p>Item 3:</p>	<p><u>Facilitation of Programme</u></p> <p>Tenderers shall provide adequately trained and experienced facilitators for said programme.</p> <p>The facilitator to attendees ratios are suggested as follow:</p> <table border="1" data-bbox="354 940 980 1125"> <thead> <tr> <th>Age group</th> <th>Facilitator to student ratio</th> </tr> </thead> <tbody> <tr> <td>4 – 6 years</td> <td>1 facilitator to 10 attendees</td> </tr> <tr> <td>More than 7 years olds</td> <td>1 facilitator to 20 attendees</td> </tr> <tr> <td>Special Needs</td> <td>1 facilitator to 5 attendees</td> </tr> </tbody> </table> <p>The facilitator to attendee ratio would be adjusted according to the prevailing Safe Management Measures.</p> <p>Tenderer shall provide the differentiated fees that will be charged according to the facilitator to attendee ratios.</p>	Age group	Facilitator to student ratio	4 – 6 years	1 facilitator to 10 attendees	More than 7 years olds	1 facilitator to 20 attendees	Special Needs	1 facilitator to 5 attendees
Age group	Facilitator to student ratio								
4 – 6 years	1 facilitator to 10 attendees								
More than 7 years olds	1 facilitator to 20 attendees								
Special Needs	1 facilitator to 5 attendees								
<p>Item 4:</p>	<p><u>Programme Venue and Code of Conduct</u></p> <p>All activities shall be held within SCCC’s exhibition spaces and/or workshop spaces.</p> <p>Facilitators shall be mindful of protecting the works within the galleries when conducting in-gallery activities.</p> <p>Facilitators are responsible for the cleanliness and orderliness of the galleries and workshop spaces before and after use.</p> <p>Please see Annex A – D for photographs of these spaces.</p>								

Item 5:	<p><u>Registration and Tenderer Fees</u></p> <p>Registration and arrangements for payment of programmes must be made through the email address <a href="mailto:education@singaporeccc.org.sg">education@singaporeccc.org.sg</a> or phone numbers 68127224/ 68127209.</p> <p>Programme fees will be collected by SCCC from attendees.</p> <p>Tenderers' Fees will be based on an 80-20 revenue-sharing model, where 80% of the collected programme fees will be paid to Tenderer.</p> <p>Payment to Tenderer will be done directly by SCCC.</p>
Item 6:	<p><u>Materials Costs</u></p> <p>All programme costs, including development, materials, facilitation and other costs shall be borne by the Tenderer.</p> <p>Tenderers shall provide all materials within the proposed budget.</p>

**5. Marketing and Publicity**

- 5.1 Tenderer shall provide marketing efforts within proposed budget for promotion of said programme for stated period.
- 5.2 All marketing and publicity collaterals and materials shall be submitted to SCCC for vetting and approval before dissemination.
- 5.3 Proposed marketing plan should be included in Tenderer's proposal.
- 5.4 The Tenderer's marketing plan must include website listings and social media posts.

## SECTION 3: EVALUATION CRITERIA

1. The evaluation criteria used for this Invitation to Tender is as follows:

No.	Criteria	Weightage
1.	<p><u>Pricing</u></p> <ul style="list-style-type: none"> <li>• Proposed programme fee for different facilitator to attendee ratios</li> <li>• Fee for each additional facilitator (if needed for prevailing Safe Management Measures)</li> <li>• Pricing is in Singapore Dollars, excluding applicable GST.</li> </ul>	40%
2.	<p><u>Quality of Programme</u></p> <ul style="list-style-type: none"> <li>• Quality of lesson plan proposal and its suitability with exhibition theme, while remaining relevant to school curriculum</li> <li>• Bilingual</li> </ul>	50%
3.	<p><u>Compliance with Tender Specifications and Conditions of Contract</u></p> <ul style="list-style-type: none"> <li>• Draft project implementation plan including schedule to meet with SCCC's timeline</li> <li>• Project Team Organisation Chart including CV of key persons in the development, facilitation and project management team assigned to perform this project.</li> <li>• Past 3 years track record in developing and facilitating programmes for listed target groups and size.</li> </ul>	10%
	<b>TOTAL</b>	100%

## 2. Delivery Schedule

2.1 Tenderer shall submit a draft project implementation plan including a schedule outlining the deadlines for key deliverables for the development, internal training of staff and facilitation process within the agreed dates.

### **3. Project Team Organisation Chart**

- 3.1 Curriculum vitae of all key persons involved in this project, including the facilitators and project manager assigned to perform this contract and the tasks of which he or she will be appointed to perform in this contract. There should be at least one project manager with at least 5 years of relevant experience, and the appointed project manager is to fully manage and oversee the entire project from start to completion and is the point of contact for all communication.
- 3.2 Project team members must not be changed without the prior written approval from SCCC. Resignations of project staff is not included. New members will be appointed or replaced in consultation with SCCC.

### **4. Track Record**

- 4.1 Tenderer must demonstrate competency with developing and facilitating school groups for museums or equivalent spaces.
- 4.2 Tenderer shall submit a company profile including a listing of past projects of a similar nature. Past projects with any of the listed institutions should be recorded. Please include details of the scope of work.
  - A National Heritage Board institution, National Gallery Singapore, Singapore Art Museum;
  - For a local private museum or international museum.

## SECTION 4: CONDITIONS OF CONTRACT

### 1. Definitions

- 1.1 In these Conditions of Contract, unless the context otherwise requires, the following definitions shall apply:
- a) "**Background IP**" means IP which is created prior to or independently of this Contract.
  - b) "**Contract**" means:  
The Tender Notice, Covering Letter, Instructions to Tenderers, Conditions of Contract and Performance Specifications that are part of the Invitation to Tender; The Tender Offer (to the extent accepted by SCCC in the Letter of Acceptance and/or Purchase Order); The Letter of Acceptance and/or Purchase Order; and Any other documents accepted in the Letter of Acceptance and/or Purchase Order as being part of the Contract.
  - c) "**Contract Price**" means the total amount payable to the Tenderer for the performance of the Services and supply of the Goods under this Contract. Unless otherwise agreed in writing, the Contract Price shall be deemed to be the amount stated in the Form of Tender. Provided that if this Contract is a period contract where Goods and Services may be ordered from time to time pursuant to Purchase Orders, the Contract Price shall be treated on a Purchase Order basis and shall be deemed to be the Purchase Order Price payable for the Goods and Services specifically ordered under each Purchase Order.
  - d) "**Tenderer**" means the successful Tenderer which has been awarded this Contract by SCCC.
  - e) "**Deliverables**" means the proposals, plans, reports, drawings, designs, documents, samples and other items that the Tenderer has to provide under this Contract apart from the Goods.
  - f) "**Foreground IP**" means IP which results from or is generated pursuant to or for the purpose of this Contract.
  - g) "**Goods**" means all goods, including parts or units thereof, which the Tenderer is required to supply under this Contract.
  - h) "**IP**" or "**Intellectual Property**" means intellectual property and shall include but not be limited to patents, copyright and industrial design.
  - i) "**SCCC**" means Singapore Chinese Cultural Centre, a company incorporated under the Companies Act
  - j) "**Party**" means either SCCC or the Tenderer and 'Parties' means both SCCC and the Tenderer.
  - k) "**Services**" means all the works and services which the Tenderer is required to perform under this Contract.
- 1.2 Words denoting the singular include the plural and vice versa.
- 1.3 Words denoting one gender include both genders.

- 1.4 Words denoting natural persons include corporations, firms and unincorporated associations and vice versa.
- 1.5 References to statutory provisions include a reference to any amendment, consolidation, or re-enactment, whether by the same name or otherwise, for the time being in force.
- 1.6 The headings are for convenience only and not for the purpose of interpretation.

## **2. Scope of Contract**

- 2.1 The Tenderer shall carry out and complete the supply of all goods and services in accordance with the contract in every respect and to the directions and satisfaction of SCCC.
- 2.2 The Tenderer shall be an independent vendor and shall not be an agent, partner or employee of SCCC. For the avoidance of doubt, the Tenderer is not authorised to enter into any contracts on behalf of SCCC.
- 2.3 This Contract:
  - a) Shall come into force and commence on the date the Tenderer received the Letter of Acceptance and/or Purchase Order; provided that the Goods and Services may be required from or on other dates as may otherwise be set out in the Requirement Specifications or in the Letter of Acceptance and/or Purchase Order; and
  - a) Shall, unless terminated, expire after the complete performance of all Services and the complete supply of all Goods required (including any maintenance or warranty period) or at the end of any contract period expressly stated in the Requirement Specifications.
- 2.4 The Tenderer shall do all things which are necessary or reasonably to be inferred from the Contract even if not specifically set out in the Contract.
- 2.5 The Tenderer acknowledges that it is fully aware and anticipates that some details of the Requirement Specifications may have to be clarified during the performance of this Contract. In this context:
  - a) SCCC reserves the right to issue written clarifications on the Requirement Specifications to set out SCCC's requirements more precisely and such written clarifications shall be deemed to be part of this Contract. These clarifications shall include the need to delay the completion or progress of the whole or any part of the Services or delay the delivery dates of some or all of the Goods.
  - b) The Tenderer confirms that this has been fully anticipated when the Tender Offer was submitted and has been taken into account in the Contract Price. For the avoidance of doubt, the Tenderer shall have no claim to any compensation or damages regardless of the nature of the clarifications issued.



### **3. Performance**

- 3.1 The Tenderer shall provide the Goods and Services with all reasonable care, skill and diligence.
- 3.2 All Goods supplied under this Contract shall be new and unused or made of new and unused materials; unless there is agreement in writing to the contrary.
- 3.3 Time shall be of the essence in this Contract and the Tenderer shall perform the Services and supply the Goods within any timelines/deadlines set out in this Contract or as otherwise agreed in writing between the Parties.
- 3.4 The Tenderer shall work closely and collaboratively, at no extra charge, with such other contractors as SCCC may appoint in relation to the exhibition, event, activity or project that this Contract relates to.
- 3.5 Upon the receipt of any Deliverables or Goods, such Deliverables or Goods shall be:
  - a) Accepted or rejected by SCCC through a written notice in a form that may be prescribed by SCCC in writing; or
  - b) Deemed to have been accepted by SCCC if no written notice to either accept or reject the same is issued within 14 days of receipt of the Deliverables or Goods concerned.
- 3.6 The Tenderer shall at its own costs and without prejudice to the timelines/deadlines to be met under this Contract:
  - a) Re-perform or correct any deficiencies in the Deliverables that are rejected; and
  - b) Remove and replace Goods that are damaged, defective or in any way inferior to approved samples or is otherwise not in accordance with this Contract.
- 3.7 Where the Contract is awarded based on particular brand(s)/model(s) of Goods as set out in the Tender Offer or as provided as samples (during the Tender process or under this Contract), the particular brand(s)/model(s) must be supplied. Provided that different brand(s)/model(s) may be accepted by SCCC in writing to replace the particular brand(s)/model(s) if:
  - a) the particular brand(s)/model(s) is discontinued by the manufacturer and written documentation of this is provided to SCCC's satisfaction; and
  - b) The replacement brand(s)/model(s) provide the same or better functionality and performance as the particular brand(s)/model(s).

### **4. Variations**

- 4.1 Any variation of the provisions of this contract shall be subject to the mutual consent on writing of SCCC and the Tenderer.

## **5. Payment**

5.1 Payment shall be made in accordance with the payment schedule as set out below unless otherwise agreed in writing:

- a) The Tenderer shall be paid the sum equivalent to 80% of the gross revenue collected by SCCC.
- b) The Fee shall be paid within 30 days after the satisfactory conduct of all sessions booked by a specific school and receipt of an invoice for the same.

5.2 Payments made to the Tenderer shall not:

- a) Be considered evidence of the quality of any Goods or Services to which such payments relate.
- b) Prejudice any of SCCC's rights under this Contract to reject deficient Goods or Services and the corresponding rights to obtain replacement of Goods or reperformance of Services either by the Tenderer or otherwise.

5.3 The amount of any payment due from or debt owed by the Tenderer to SCCC under this Contract may be deducted by SCCC from any monies payable by SCCC to the Tenderer under this Contract.

5.4 SCCC shall not have to pay for any expenses or costs of whatever nature other than those expressly set out under this Contract.

5.5 Unless otherwise agreed in writing by SCCC, payment shall be made by electronic bank transfer. The Tenderer shall provide SCCC with all bank account information reasonably required by SCCC in order to affect such payment. Each Party shall bear their own bank charges.

## **6. Rights of Third Parties**

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

## **7. Gifts, Inducements or Rewards**

7.1 SCCC may terminate this Contract and to recover from the Tenderer the amount of any loss resulting from such termination, if the Tenderer shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with SCCC or for showing or forbearing to show favour to any person in relation to any contract with SCCC, or if the like acts shall have been done by any person employed by the Tenderer or acting on his behalf (whether with or without the knowledge of the Tenderer).

## **8. Delay in Performance**

- 8.1 If there is delay in the performance of the Services or the supply of Goods due to any acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond the Tenderer's control, then in any such case the Tenderer shall, for the duration of any such circumstances, be relieved of the obligation to perform the Services or supply the Goods thereby affected. Any part of the Services or Goods that are not so affected shall continue to be performed in accordance with this Contract.
- 8.2 Subject to Sub-Clause 8.1, if the Tenderer fails to complete the performance of Services or supply of Goods by the date(s) specified in this Contract, SCCC shall have the right
- i. to cancel all or any part of such Services or Goods from this Contract without compensation to the Tenderer and to obtain the same (including similar or equivalent goods and services in the case where the exact goods and services are not available) from other sources and all increased costs incurred shall be deducted from any moneys due or to become due to the Tenderer or shall be recoverable as damages; or
  - ii. to deduct any moneys due or to become due to the Tenderer or require the Tenderer to pay a sum calculated at the rate of 0.5% of the Contract Price for each day of delay (including Sundays and Public Holidays), as liquidated damages until the delayed Services or Goods are fully performed or supplied; up to a maximum amount of liquidated damages equivalent to 10% of the Contract Price. This maximum amount is based on the aggregate of all liquidated damages imposed for all cases of delay during the entire period of this Contract and is not the maximum sum for each individual case of delay.
- 8.3 For the avoidance of doubt, if SCCC opts to impose liquidated damage under Sub-Clause 8.2(b) and regardless of whether the maximum amount of liquidated damages has been reached, SCCC shall still be entitled to exercise:
- a) its rights under Sub-Clause 8.2(a); provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under Sub-Clause 8.2 (a); and
  - b) Any rights to terminate this Contract; provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under the clauses allowing for termination.

## **9. Sub-Contracting and Assigning**

- 9.1 The Tenderer shall not sub-contract or assign the whole or any part of this Contract without the written consent of SCCC. The Tenderer shall be fully responsible for all acts or omissions of any subcontractors or assignees and the acts or omissions of any such third parties shall be deemed to be the acts or omissions of the Tenderer.

## **10. Applicable Law**

- 10.1 This Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.

## **11. Dispute Resolution**

- 11.1 The Parties submit to the non-exclusive jurisdiction of the Courts of Singapore.
- 11.2 In the event of any dispute, controversy or claim arising out of or relating to this Contract, no Party shall proceed to litigation unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.
- 11.3 A Party that receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Sub-Clause 11.2.
- 11.4 For the avoidance of doubt, failure to comply with Sub-Clauses 11.2 or 11.3 shall be a breach of contract.

## **12. Suspension or Termination**

- 12.1 SCCC shall, after giving 7 days written notice to the Tenderer, have the right to suspend or terminate this Contract if SCCC is affected by any state of war, act of god or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension nor shall termination save that SCCC pay the Tenderer the price of the Goods or Services that have been performed and accepted by SCCC. The Tenderer shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by SCCC to the Tenderer by reason of this Clause 12.
- 12.2 In addition to any other rights to terminate this Contract or any rights to cancel parts of the Services under this Contract, SCCC shall have the unilateral right to terminate this Contract without assigning any reasons whatsoever by giving the Tenderer 30 days' written notice. For the avoidance of doubt, the Tenderer shall not be entitled to any compensation or damages whatsoever in relation to such a termination. The Tenderer shall only be entitled to payment for any Services provided and accepted up to the end of the 30-day notice period.
- 12.3 SCCC may terminate this Contract with immediate effect by giving notice in writing to the Tenderer on any one of the following grounds:
- a) If the Tenderer has wholly suspended work without justification or is failing to proceed with due diligence and due expedition and following expiry of two weeks' written notice from SCCC to that effect has failed to take effective steps to recommence work or is continuing to proceed without due diligence or expedition, as the case may be;
  - b) If the Tenderer refuses or persistently fails or neglects to comply with the instructions of SCCC issued under the provisions of this Contract and following expiry of two weeks written notice from SCCC to that effect has failed to take effective steps to comply with the said instructions; and
  - c) If the Tenderer becomes bankrupt or insolvent or makes a composition with creditors or if, being a company, a winding-up order of any kind is made in respect of the Tenderer, or if a receiver or manager is appointed over the Tenderer's undertaking or assets or possession of or execution on any part of such undertaking or assets is taken or levied by creditors.

12.4 Upon termination under sub-clause 12.1

- a) SCCC may engage other agents to complete those parts of the Services uncompleted by the Tenderer and the Tenderer shall be liable to SCCC for all additional costs incurred;
- b) SCCC may withhold payment of any monies payable to the Tenderer until the Services are completed and the damages payable to SCCC arising from such termination are quantified and ascertained by SCCC (such quantification and ascertainment to be made within a reasonable time) and if the aggregate amount of such damages and all monies paid to the Tenderer under this Contract exceeds the Contract Price, such excess amount shall constitute a debt payable to SCCC by the Tenderer; and
- c) from SCCC within the said period, he shall be deemed to have disclaimed any rights to or interests in the said proceeds. The Tenderer shall not be entitled to make any claims whatsoever against SCCC or its employees or agents for any action taken by SCCC in accordance with the provisions of this sub-clause.

12.5 The rights of SCCC specified under Clause 14 shall be in addition to such other rights and remedies as SCCC may have or be entitled to against the Tenderer for breach of contract or otherwise.

### **13. Non-Disclosure**

13.1 The Tenderer agrees not to disclose, reveal or divulge to any person or entity any information concerning the organisation, business, finances, transactions or other affairs of SCCC which may come to the Tenderer's knowledge at any time during or after the agreement term, unless SCCC grants written consent of such a disclosure. If need to be, all tenderers are required to enter into a non-disclosure agreement with SCCC.

### **14. Rights of SCCC in the Event of Default by the Tenderer**

14.1 If any declaration or submission made by the Tenderer in its Tender Offer is discovered to be false, SCCC shall be entitled to rescind and terminate this Contract or cancel any part of the Goods or Services by written notice without SCCC being liable for any damages or compensation. The termination or cancellation shall take effect from the date of the written notice.

14.2 If the Tenderer is in breach or defaults in his performance of this Contract, SCCC may issue a written notice of breach or default to the Tenderer. The Tenderer shall, within 7 days of the date of the notice of breach or default, remedy the breach or default or otherwise propose a solution that is accepted by SCCC in writing.

14.3 If the Tenderer fails to remedy the default or otherwise propose an acceptable solution under Sub-Clause 14.2, the Tenderer shall be taken to have repudiated the Contract and SCCC shall have the right to terminate the Contract or cancel any part of the Goods or Services by way of a written notice of termination or cancellation as the case may be. The termination or cancellation shall take effect from the date of the written notice and SCCC shall not be liable to the Tenderer for any damages or compensation.

14.4 SCCC shall be entitled to terminate this Contract or cancel any part of the Goods or Services by written notice without SCCC being liable for any damages or compensation if:

- a) any proceedings are commenced for the liquidation, dissolution or bankruptcy of the Tenderer and the same not discharged or discontinued within 14 days of its commencement, or if the other Tenderer becomes bankrupt or goes into liquidation either voluntarily or compulsorily except for the bona fide purpose of amalgamation, merger or re-construction;
- b) the Tenderer compounds with any of its creditors or has a receiver appointed in respect of the whole or any part of its assets;
- c) a writ of distress or execution or other process of any court is levied or issued against any property of the Tenderer and is not withdrawn within 14 days of its commencement; or
- d) the Tenderer ceases or threatens to cease to carry on business except for the bona fide purpose of amalgamation, merger or reconstruction. The termination or cancellation shall take effect from the date of the written notice.

14.5 If there is any termination of this Contract or cancellation of Goods or Services under this Clause 14, SCCC shall have the right to purchase, from other sources, the Goods and Services (including similar or equivalent goods and services in the case where the exact goods and services are not available) that have not yet been performed or supplied at the time of termination or cancellation. All increased costs incurred by SCCC in purchasing the Goods or Services or similar or equivalent goods or services from other sources shall be deducted from any moneys due or to become due to the Tenderer or shall be recoverable as damages.

## **15. Taxes, Fees and Duties**

15.1 The Tenderer shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Tenderer or its employees. If SCCC receives a request from the tax authorities to pay on behalf of the Tenderer and/or the Tenderer's employees, or to withhold payments from the Tenderer in order that SCCC may subsequently so pay, any of the said taxes, fees, duties, fines, levies and assessments, the Tenderer authorises SCCC to comply with the terms of the said request.

15.2 If the Tenderer is a taxable person under the Singapore *Goods and Services Tax Act*, SCCC shall pay to the Tenderer the Goods and Services Tax chargeable on the supply of Goods and Services to SCCC.

## **16. Government Regulations**

16.1 The Tenderer shall, at its own costs, obtain and maintain all licences, permits, authorizations or certifications required without any restrictions or qualifications whatsoever so as to enable the Tenderer to fulfil all its obligations under the Contract

## **17. Indemnities**

17.1 The Tenderer shall indemnify and keep SCCC indemnified against all claims, demands, actions, judgements, damages, costs and expenses for personal injury or death arising directly or indirectly from the Services or the performance of this Contract unless the same are due to the act or neglect of SCCC or its employees or agents.

- 17.2 The Tenderer shall indemnify and keep SCCC indemnified against all claims, demands, actions, judgements, damages, costs and expenses for damage to property which are caused directly or indirectly by any act or omission or negligence of the Tenderer, his employees or agents or any person for whom the Tenderer is responsible or due to any circumstances within the Tenderer's control.
- 17.3 The Tenderer shall indemnify and keep SCCC indemnified against all claims, demands, actions, judgements, damages, costs and expenses in respect of any infringement or alleged infringement of any patent, copyright, trade secret or other property right which infringement or alleged infringement arise directly or indirectly from the performance of this Contract or use of the Equipment or any matter relating thereto unless such infringement or alleged infringement is due solely to the use of any specifications or drawings provided by SCCC.
- 17.4 None of the indemnities shall be defeated or reduced by reason of the fact that SCCC may have neglected or omitted to exercise any powers of supervision or control whatsoever that it may have under this contract.

## **18. Consortium**

- 18.1 As used in this Contract, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.
- 18.2 Joint and Several Responsibility
- Each member of the Consortium shall be jointly and severally responsible to SCCC for the due performance of this Contract.
- 18.3 Addition of members to Consortium
- a) Any proposed changes to Consortium membership must be approved in writing by SCCC
  - b) Should additional member(s) be added to the Consortium at any time with the written approval of SCCC, he or they shall be deemed to be included in the expression 'the Tenderer'.
- 18.4 Withdrawal from Consortium
- a) If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:
  - b) This Contract shall continue and not be dissolved, and
  - c) The remaining member(s) of the Consortium shall be obliged to carry out and complete the Services.

## **19. Tenderer's Personnel**

- 19.1 The Tenderer shall replace its personnel (inclusive of the personnel of any subcontractors or agents) within 5 days from the date of written notice from SCCC that the said personnel is either:

- a) Technically incompetent in carrying out the Services or the work to be done in order to supply the Goods; or
- b) Behaving in a manner that is found to be unacceptable and which affects the proper completion of the Services or supply of the Goods. What amounts to technical incompetence or unacceptable behaviour for the purposes of this Sub-Clause 18.1 shall be determined at the sole discretion of SCCC.

19.2 The Tenderer shall ensure that:

- a) There is compliance by the Tenderer and its employees, subcontractors and agents with all the rules and regulations of SCCC's buildings and premises or the buildings and premises belonging to third parties where Services have to be performed or Goods have to be delivered (collectively "the Sites");
- b) The performance of Services or delivery of Goods at the Sites do not cause any disruption or interference to the normal business or activities carried out by SCCC or third parties (as the case may be) at the Sites; and
- c) There is compliance by the Tenderer and its employees, subcontractors and agents with all reasonable directions or instructions of SCCC or third-party supervisors or managers at the Sites.

19.3 If the Tenderer's Tender Offer states that Services or parts of Services are to be performed by specific personnel, such Services must be performed by the personnel concerned; and such personnel must not be replaced unless the written consent of SCCC is given. The Tenderer shall ensure that any replacement personnel have comparable skills and experience as the personnel being replaced such that there is no adverse effect on the progress or quality of the Services.

## **20. Third Party Insurance**

20.1 As a condition precedent to the commencement of the Services, the Tenderer shall insure:

- a) Against his and SCCC's liabilities and that of SCCC's employees in respect of or in connection with personal injuries or death arising directly or indirectly from the Services or the performance of this Contract.
- b) Against his and SCCC's liabilities and that of SCCC's employees in respect of or in connection with any damage to property (other than the Works) arising directly or indirectly from the Services or the performance of this contract; and
- c) Against his and SCCC's liabilities and that of SCCC's employees in respect of any liability to the Tenderer's employees or workmen or such persons engaged for the purposes of the Services under the Workmen's Compensation Act with any amendments, modifications thereto or re-enactment thereof or any law.
- d) Such insurance shall be taken out with an insurer approved by SCCC for such period(s) and on such terms as SCCC may require and in default of production of a satisfactory relevant policy or premium receipt or current certificate of insurance from such insurer SCCC may itself insure against the risks described in sub-clause 23.1 and recover the costs thereof from the Tenderer and/or deduct such cost from any sums due to the Tenderer.



## 21. SCCC Ownership of Intellectual Property

- 21.1 Nothing in this Contract shall affect any person's right to own or licence Background IP.
- 21.2 SCCC agrees that all rights, title to or interest in, all Foreground IP created by the Tenderer shall vest in the Tenderer.
- 21.3 In consideration of SCCC agreeing to the vesting of the Foreground IP in the Tenderer, the Tenderer shall obtain for and grant to SCCC and its agents, free of any additional charge, an irrevocable, worldwide, perpetual, non-exclusive licence, to use, modify and reproduce all Foreground IP which is or becomes vested in the Tenderer so as to:
- a) Use, repair, maintain, refurbish, reproduce, modify, adapt, integrate or develop any Goods and to do anything necessary or incidental for these purposes;
  - b) Use, reproduce or adapt any Deliverables and Goods under this Contract; and
  - c) Complete the performance of Services or delivery of Goods under this Contract in the event of termination or cancellation of any part this Contract as a result of the Tenderer's breach or default.
- 21.4 The Tenderer shall obtain for and grant to SCCC and its agent, free of any additional charge, a worldwide, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Tenderer, its employee, subcontractor, supplier or agent.
- 21.5 For the avoidance of doubt, Sub-Clause 21.2 does not, vest in the Tenderer, any IP in any results, report, data or information generated or produced by the Tenderer, SCCC or another person on behalf of SCCC as a result of this Contract. The title to all IP in any such results, report, data or information so generated or produced as a result of this Contract shall be owned by SCCC.
- 21.6 If the Tenderer, its employee, subcontractor, supplier or agent intends to sell or transfer their Background IP or Foreground IP, the Tenderer shall ensure that the purchaser of the Background IP or Foreground IP and every successor in title to the interest in the Background IP or Foreground IP has prior written notice of the licence that the Tenderer, its employee, subcontractor, supplier or agent has granted to SCCC.
- 21.7 If any licence granted or obtained for Foreground IP or Background IP under Sub-Clauses 21.3 or 21.4 is registrable under any IP registration system in Singapore, the Tenderer shall:
- a) register the licence under the IP registration system in Singapore; and
  - b) deliver copies of documentary proof of such licence registration to SCCC as soon as possible.
- 21.8 The Tenderer shall indemnify SCCC against any action, claim, damages, charges and costs arising from or incurred by SCCC due to any infringement or alleged infringement of patents, design, copyright or any other IP rights in relation to the use of Foreground IP or Background IP or otherwise in relation to the Goods or Services under this Contract.

## **22. Confidentiality**

- 22.1 Except with the written consent of SCCC, the Tenderer shall not disclose this Contract or any of its provisions, or any purchases made under this Contract or any information issued or furnished by or on behalf of SCCC in connection with this Contract to any person.
- 22.2 In addition, the Tenderer shall not make use of any information obtained directly or indirectly from SCCC or compiled or generated by the Tenderer in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of SCCC.
- 22.3 The Tenderer shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of SCCC. For the avoidance of doubt, this restriction includes any citation that SCCC is or was a customer of the Tenderer.
- 22.4 The Tenderer hereby also agrees and undertakes to use any personal data as defined in the Personal Data Protection Act 2012 (the "Act") as disclosed to it by SCCC solely for the purposes for which such personal data has been disclosed to the Tenderer and for no other purposes. The Tenderer warrants that the security measures which it has in place to protect such personal data are no less stringent than those employed by SCCC and undertakes to indemnify SCCC for any breach of this warrant that would cause SCCC to be in breach of the provisions of the Act.

## **23. SCCC'S Representatives**

- 23.1 SCCC shall appoint one or more persons to supervise and liaise with the Tenderer for the purposes of this Contract. The Representative(s) shall be as named in the Requirement Specifications or otherwise through written notifications.
- 23.2 All instructions, directions, notices, consents, approvals or waivers that may be given at SCCC's discretion under this Contract shall not be binding on SCCC unless given in writing or under the hand of the Representative(s).
- 23.3 For the avoidance of doubt, the Representative(s) cannot vary this Contract unless the Representative(s) concerned are also authorized contract signatories.

## **24. Project Management**

### **24.1 Project Office**

- a) If the Tenderer does not already have a Project Office in Singapore, the Tenderer shall, if required to do so under the Requirement Specifications or otherwise in writing by SCCC, establish a Project Office in Singapore at its own expense. The Project Office is to coordinate the performance of this Contract and serve as the common service location for SCCC to contact for the provision of all the Goods or Services.

- b) If required under the Requirement Specifications or otherwise agreed in writing by SCCC, more than one Project Office shall be set up.

#### 24.2 Project Manager

- a) The Tenderer shall designate a Project Manager and the Project Manager shall be primarily responsible for directing and coordinating all the Tenderer's obligations under this Contract. The Project Manager shall be deemed to be the Tenderer's agent in all dealings with SCCC and all actions of the Project Manager shall be binding on the Tenderer.
- b) The Representative(s) shall have direct access to the Project Manager at all times during the performance of this Contract and if the Project Manager is absent from Singapore for any duration, the Tenderer shall designate another employee to perform his duties and functions.
- c) If required under the Requirement Specifications or otherwise agreed in writing by SCCC, more than one Project Manager shall be designated.

#### 24.3 Implementation Plan

Unless otherwise agreed by SCCC in writing:

- a) within 7 days from the date of the Letter of Acceptance and/or Purchase Order (or each Purchase Order if this is a period contract), the Tenderer shall produce a Final Implementation Plan showing the time schedule and sequence of events necessary for the provision of the Goods or Services.
- b) The Final Implementation Plan shall not be acceptable unless it meets the timelines and/or stipulated completion dates set out in the Requirement Specifications (and the Purchase Order concerned if this is a period contract).

#### 24.4 Progress Reports & Meetings

- a) The Representative(s) shall have the right to regular written reports on progress and status of completion of the Services and delivery of the Goods in a format approved in writing by the Representative(s). The Representative(s) may, at the Representative's sole discretion, request for such reports in monthly, fortnightly or weekly intervals and may change the intervals from time to time. The submission and receipt of these reports shall not in any way prejudice the rights of SCCC to make any claims against the Tenderer if the terms of this Contract are not met.
- b) The Representative(s) shall have the right to call for progress meetings from time to time and/or on regular weekly or other intervals as determined by the Representative(s). During such meetings, the Project Manager shall attend and report to the Representative(s) on the completion of the Services and delivery of the Goods. The progress meetings shall be held at venues chosen by the Representative(s).
- c) The Tenderer shall notify the Representative(s) of any expected delay in the performance of this Contract. The Consultant shall refer immediately to the Representative(s) any matter likely to impede the provision of the Goods or Services; provided that such notices shall not excuse the Tenderer from meeting its obligations under this Contract.

## **25. Cumulative Remedies**

25.1 The provisions of this Contract, and each of the rights and remedies of SCCC under this Contract are cumulative and are without prejudice to one another and are in addition to any rights or remedies SCCC may have in law or in equity. No exercise by SCCC of any one right or remedy shall operate so as to hinder or prevent the exercise by it of any other right or remedy.

## **26. Waiver**

26.1 The failure by SCCC to enforce at any time or any period any one or more of the terms or conditions of this contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms or conditions of this Contract.

26.2 No waiver of any breach of a provision of this Contract shall be deemed to be a waiver by SCCC of any other provision or of any subsequent breach of the same provision. The failure of SCCC to immediately enforce any of the provisions of this Contract shall in no way be interpreted as a waiver of such provision and waivers shall be binding on SCCC only if done in writing.

## **27. Warranty (Applicable only if required under the requirement specifications)**

27.1 If a warranty is required for the Goods under the Requirement Specifications, the Warranty Period shall commence on the date of receipt of the Goods by SCCC. The length of the Warranty Period shall be twelve (12) months unless another period is specified in the Requirement Specifications.

27.2 Where during the Warranty Period, any Goods is found to be:

- a) Defective in design, materials or workmanship; or
- b) Not in accordance with this Contract or any specifications incorporated therein by reference or otherwise; or
- c) Having been used, installed, operated, stored and maintained in accordance with the written instructions of the Tenderer, fails to function properly or fails to meet any performance guarantees set forth in this Contract or specifications published by the Tenderer as applicable to the Goods;

27.3 The Tenderer shall, at its own expense (including transportation costs), at the written notification of SCCC, replace, rectify or completely repair the damaged or defective Goods. The Tenderer may, in lieu rectification or repair, elect to replace the damaged or defective Goods within 5 days of the notification.

## **28. Title and Risk**

28.1 Title to the Goods shall pass from the Tenderer to SCCC upon receipt by SCCC in Singapore.

28.2 The risk of loss or damage to the Goods shall pass from the Tenderer to SCCC upon receipt by SCCC in Singapore. Provided that risk of loss or damage to the Goods shall be borne by the Tenderer from the time the Goods are received by the Tenderer for the purpose of modification, replacement, repair or rectification until the same are delivered and received by SCCC.

## 29. Severability

29.1 The invalidity, illegality or unenforceability of any of the provisions of this Contract shall not affect the validity, legality and enforceability of the remaining provisions of this Contract.

## 30. Return of Documents and Other Items

30.1 Within 14 days of the termination or expiry of this Contract, the Tenderer shall return all records/documents and copies of the same; and all items under the Tenderer's possession which:

- a) belong to SCCC;
- b) were received from SCCC; or
- c) Were produced pursuant to this Contract.

In the case of softcopies, such records/documents shall be emailed to SCCC's Representative or copied to CDRs/DVDs if the same are provided by SCCC and any copies stored in the computer or other storage equipment or media used by the Tenderer shall be securely deleted or erased.

## 31. Samples Testing

31.1 SCCC shall, at its sole discretion, have the right to call for samples of the Goods to be supplied under this Contract for approval and for such further samples as are required until the samples submitted are in accordance with the requirements of this Contract. Upon the approval of SCCC, the approved samples shall form the standards to be maintained for the duration of this Contract.

31.2 If any Goods supplied are not in accordance with this Contract or with any approved sample, then, SCCC shall have the right to submit any such Goods to expert examination and/or test and all costs in connection with the same shall be borne by the Tenderer unless such examination and/or test shows that the said Goods are in accordance with this Contract or with the approved samples.

## 32. Option to Purchase

32.1 The Tenderer grants SCCC the option to purchase additional quantities of the Goods ("**the Option to Purchase**"). The Option to Purchase shall be exercisable by written notice given by SCCC to the Tenderer within a period of (state a period in terms of months) from the date of the Letter of Acceptance and/or Purchase Order. If SCCC exercises the Option to Purchase, the additional quantities purchased shall form part of the Goods defined in this Contract and subject to the same terms; read with all necessary changes.

32.2 If there are/is:

- a) unit rates for the Goods, the price for the additional quantities of the Goods purchased under this Clause 32 shall be based on the same unit rates; or

- b) only a lump sum price for the Goods, the price for the additional quantities of the Goods purchased under this Clause 32 shall be based on the lump sum price; prorated where necessary.

**33. Notice**

- 33.1 Any notice to be served on the Tenderer under this contract may be sent by post in an envelope addressed to the Tenderer at his place of business or residence last known to SCCC or at the Tenderer's registered office, as the case may be, and any notice so posted shall be deemed to have been given at the time when the same would normally be delivered in the ordinary course of post.

**34. Arbitration**

- 34.1 Any dispute or difference between the parties in connection with this Tender Document or this Contract or any matter related thereto shall be referred to arbitration in Singapore in accordance with the Arbitration Act with any amendments, modifications thereto or re-enactments thereof.

**35. Applicable law**

- 35.1 This Tender Document and this Contract shall be construed in accordance with and governed by the Laws of Singapore.