

**INVITATION TO QUOTE
FOR INFORMATION TECHNOLOGY HARDWARE MAINTENANCE
FOR SINGAPORE ART MUSEUM (SAM)**

(SAM/ITQ/2023/0004)

Contents

COVER LETTER.....	2
SECTION A – REQUIREMENTS SPECIFICATION	4
SECTION B – CONDITIONS OF CONTRACT	7
SECTION C – ANNEXES	19
ANNEX A – BILL OF MATERIALS.....	19

COVER LETTER

29 March 2023

To the Vendors,

Dear Sir/Mdm,

**INVITATION TO QUOTE (ITQ): FOR INFORMATION TECHNOLOGY (IT) HARDWARE
MAINTENANCE FOR SINGAPORE ART MUSEUM (SAM)**

1. Singapore Art Museum (SAM) invites Vendor Proposal for the goods and/or services described in detail in the Requirements Specification and on the terms set out in this Invitation to Quote (ITQ) as a whole.
2. For avoidance of any doubts, requirements stated in Section A – Requirements Specification shall supersede Section B – Conditions of Contract.
3. This invitation comprises of the following ITQ Documents:
 - ITQ Notice on SAM Website
 - This Covering Letter
 - Section A – Requirements Specification
 - Section B – Conditions of Contract
 - Section C – Annexes
4. Quotations shall be evaluated based on the following criteria:
 - a) No debarment status.*
 - b) Conformity to the requirements of the ITQ submission instructions.*
 - c) Ability to meet the stated timeline.*
 - d) Quotation price.
 - e) Compliance to Requirements Specification.

* This is a Critical Criteria. Quotations that do not meet these criteria are liable to be disqualified.
5. Documents to be submitted by Vendors are:
 - a) ITQ Offer and /or Proposal
 - b) Requirements Specification Compliance Table
 - c) Any other supporting documents/materials – Detailed proposal, Track record, Company Profile, etc.
6. Vendors are to submit their proposals and other relevant/required supporting documentation via email to: procurement@singaporeartmuseum.sg by the Closing Date, which is at **4.00 p.m. on 6 April 2023.**
Proposals submitted after the Closing Date shall be disqualified, at the discretion of SAM.

7. For further clarifications, vendors may submit their written request no later than 12.00 p.m. 04 April 2023 to:

Name: Muhd Syakir

Designation: Assistant Manager, IT

Email: syakir.j@singaporeartmuseum.sg

We look forward to receiving your proposal.

Yours faithfully,

Muhd Syakir

Assistant Manager, IT

Singapore Art Museum

Confidentiality Note:

Except with the consent in writing of SAM, Vendors invited shall not disclose to any third parties, this Invitation to Quote, the provisions of this Invitation documents, and any information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to the Vendors pursuant to this Invitation to Quote by or on behalf of SAM.

SECTION A – REQUIREMENTS SPECIFICATION

1. PURPOSE

- 1.1 The purpose of this ITQ is to procure IT Hardware Maintenance for the SAM.
- 1.2 The hardware maintenance will essentially cover the warranty of the hardware and support provided by the device's manufacturer.

2. DEFINITION OF TERMS

- 2.1 Unless otherwise stated, all requirements shall be treated as mandatory.
- 2.2 Clauses denoted by the word "shall" indicates compulsory tasks to be delivered by the Contractor. SAM would consider workaround or alternative solutions if the proposed system does not have the required features.
- 2.3 The word "**SAM**" indicates Singapore Art Museum.
- 2.4 The word "**Vendor**" or "**Vendors**" indicates the companies invited for this ITQ.
- 2.5 The word "**Contractor**" indicates the successful Vendor who will be awarded this ITQ.

3. REQUIREMENTS FOR VENDORS

- 3.1 SAM desires to procure Hardware Maintenance for its devices/licenses as listed in Bill of Material (BOM) in Section C: Annex A.
- 3.2 Required Hardware Maintenance package/plan/contract for each device/license are listed in Annex A.
- 3.3 Vendors shall ensure all Hardware Devices have the appropriate and required licenses to operate during the maintenance contract period of one (1) year from 1st April 2023 to 31st March 2024.
- 3.4 For Hardware Devices where device manufacturers are unable to provide a one (1) year maintenance contract, Vendors shall provide the maximum contract period possible. Vendor shall also state the reason why a one (1) year maintenance contract is not possible.
- 3.5 Vendors shall ensure all devices have the appropriate warranty covered for Return Material Authorisation (RMA), within the proposed maintenance package/plan/contract.
- 3.6 Vendors shall state, for each device that hardware maintenance package, plan, contract coverage in details.
- 3.7 All Hardware Maintenance package/plan/contract shall be provided by the device's manufacturers or principals.
- 3.8 If the Hardware Maintenance package/plan/contract is not provided by the device's manufacturers or principals, Vendors will need to state who are the party/parties covering the Hardware Maintenance for the devices.
- 3.9 All Hardware Maintenance shall include the necessary software support for the devices.
- 3.10 Vendors shall state the End of Life (EOL)/End of Support (EOS) of the devices covered by the manufacturer or principal.
- 3.11 The Service Level Agreement (SLA) for the Hardware Maintenance shall be minimally 24x7x4. Vendors shall clearly state the SLA for all devices.
- 3.12 If Vendors are unable to provide SLA of 24x7x4, Vendors shall provide the next best coverage.
- 3.13 For devices that has reached EOL/EOS (not covered by manufacturers or principals) but vendors are able to provide Hardware Maintenance coverage, will need to specify the coverage sources and details.

- 3.14 SAM will consider Loaner hardware by Vendors to cover the maintenance contract (SAM's preferred period) that is affected or not covered by the Device Manufacturer due to EOL/EOS.
- 3.15 Vendors shall refer all Hardware Maintenance package/plan/contract coverage as provided by device's manufacturer/principal. After award of this ITQ, the Contractor and SAM shall refer to the agreed Hardware Maintenance package/plan/contract that is in force as per purchased contract based on the Certificate of Entitlement for the Maintenance.
- 3.16 The Hardware Maintenance shall cover the period, starting from the last expiry date for each device until period stated for each device and license as listed in Annex A.
- 3.17 Vendors shall provide pricings/fees for per devices/licenses as listed in Annex A.
- 3.18 SAM shall have the discretion to not award all devices/licenses as listed in Annex A for this ITQ.
- 3.19 By submitting a quotation or proposal for this ITQ, Vendors understands the requirements of this ITQ and comply to all Requirements Specifications of this ITQ, unless explicitly expressed in writing in the Vendor's proposal or quotation.
- 3.20 SAM reserves the right to award the contract to different Contractors for specify items and not as whole.

4. DELIVERABLES

- 4.1 The Contractor shall provide certificate of entitlement of the maintenance contract provided by the device's manufacturers or principals.
- 4.2 The Contractor shall provide details of escalation workflow for incident reporting.

5. SERVICE ESCALATION

- 5.1 The Contractor shall provide a service escalation list of personnel's contacts in the event of emergency and/or unsatisfactory service rendered by the contract provider (i.e. device's manufacturer).

6. DELIVERY SCHEDULE

- 6.1 The Contractor shall deliver the goods and/or services 2 weeks after award.

7. FEES, PRICE, AND PAYMENT SCHEDULE

- 7.1 Payment for the Hardware Maintenance shall be made once from the start of the contract year.
- 7.2 Vendors must indicate their proposal fee structure / price as required by this ITQ.
- 7.3 Vendors shall provide itemised pricing for each Model items in the BOM.
- 7.4 Vendors shall provide pricing only in Singapore Dollars.
- 7.5 Vendors must satisfy themselves before submitting any Proposal Offer as to the correctness and sufficiency of their Offer Price for the execution and complete provision of all goods and/or services required under this ITQ.
- 7.6 The Offer Price set out in the Proposal 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.
- 7.7 Please indicate in your Proposal if you are / are not a taxable person / organisation under the Goods and Services Act and provide proof of GST registration.
- 7.8 All Offer Price set out in the Proposal Offer shall have a minimum validity period of 2 months, starting from the Closing Date of this ITQ.

- 7.9 Payment shall be made at the end of the month for invoices received by SAM by the 1st of the month. If invoices are received after the 1st of the month, payment shall be made at the end of the following month.

8. ENQUIRIES OR CLARIFICATIONS

- 8.1 The Representative(s) for this Contract and the corresponding contact details are as follows:

Name, Designation: Mr Muhd Syakir, Assistant Manager, IT

Email Address: syakir.j@singaporeartmuseum.sg

- 8.2 The Vendor must have a Project Office for the purposes set out in Clause 22 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 ITQ Offer.

SECTION B – 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:
 - (i) The ITQ Notice, Cover Letter, Conditions of Contract and Requirement Specifications that are part of the Invitation to Quote;
 - (ii) The Proposal Offer (to the extent accepted by SAM in the Letter of Acceptance and/or Purchase Order);
 - (iii) The Letter of Acceptance and/or Purchase Order; and
 - (iv) 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 Contractor 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 Proposal. 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) **"Contractor"** means the successful Vendor which has been awarded this Contract by SAM.
 - (e) **"Deliverables"** means the services, proposals, plans, reports, drawings, designs, documents, samples and/or other items that the Contractor 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 Contractor 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) **"SAM"** means Singapore Art Museum, a company incorporated under the Companies Act
 - (j) **"Party"** means either SAM or the Contractor and **"Parties"** means both SAM and the Contractor.
 - (k) **"Services"** means all the works and services which the Contractor 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 AND CONTRACT PERIOD

2.1 The Contractor shall perform the Services and complete the supply of all items of Goods in accordance with the terms of this Contract.

2.2 The Contractor shall be an independent contractor and shall not be an agent, partner or employee of SAM. For the avoidance of doubt, the Contractor is not authorised to enter into any contracts on behalf of SAM.

2.3 This Contract:

- (a) Shall come into force and commence on the date the Contractor 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
- (b) 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.
- (c) May be extended by SAM. The Contractor grants SAM the option, at The SAM's sole discretion, to extend the contract period for one or more additional periods not exceeding a total of two (2) years. The option to extend shall be exercised by written notice. Unless otherwise agreed in writing, the option to extend must be exercised at least 1 month before the expiry of the current contract period.

2.4 The Contractor 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 Contractor 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) SAM reserves the right to issue written clarifications on the Requirement Specifications to set out SAM'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 Contractor confirms that this has been fully anticipated when the Proposal Offer was submitted and has been taken into account in the Contract Price. For the avoidance of doubt, the Contractor shall have no claim to any compensation or damages regardless of the nature of the clarifications issued.

3. PERFORMANCE

3.1 The Contractor 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 Contractor 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 Contractor shall work closely and collaboratively, at no extra charge, with such other contractors as SAM 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 SAM through a written notice in a form that may be prescribed by SAM in writing; or
 - (b) Deemed to have been accepted by SAM 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 Contractor 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 Proposal Offer or as provided as samples (during the Proposal 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 SAM 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 SAM'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. PAYMENT

- 4.1 Payment shall be made in accordance with the payment schedule set out in the Requirement Specification unless otherwise agreed in writing.
- 4.2 Payments made to the Contractor shall not:
- (a) Be considered evidence of the quality of any Goods or Services to which such payments relate.
 - (b) Prejudice any of SAM's rights under this Contract to reject deficient Goods or Services and the corresponding rights to obtain replacement of Goods or re-performance of Services either by the Contractor or otherwise.
- 4.3 The amount of any payment due from or debt owed by the Contractor to SAM under this Contract may be deducted by SAM from any monies payable by SAM to the Contractor under this Contract.
- 4.4 SAM shall not have to pay for any expenses or costs of whatever nature other than those expressly set out under this Contract.
- 4.5 Unless otherwise agreed in writing by SAM, payment shall be made by electronic bank transfer. The Contractor shall provide SAM with all bank account information reasonably required by SAM in order to effect such payment. Each Party shall bear their own bank charges.

5. RIGHTS OF THIRD PARTIES

- 5.1 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.

6. GIFTS, INDUCEMENTS OR REWARDS

- 6.1 SAM may terminate this Contract and to recover from the Contractor the amount of any loss resulting from such termination, if the Contractor 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 SAM or for showing or forbearing to show favour to any person in relation to any contract with SAM, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor).

7. DELAY IN PERFORMANCE

- 7.1 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 Contractor's control, then in any such case the Contractor 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.
- 7.2 Subject to Sub-Clause 7.1, if the Contractor fails to complete the performance of Services or supply of Goods by the date(s) specified in this Contract, SAM shall have the right –
- (a) to cancel all or any part of such Services or Goods from this Contract without compensation to the Contractor 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 Contractor or shall be recoverable as damages; or
 - (b) to deduct any moneys due or to become due to the Contractor or require the Contractor to pay a sum calculated at the rate of 1.0% 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 100% 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.
- 7.3 For the avoidance of doubt, if SAM opts to impose liquidated damage under Sub-Clause 7.2(b) and regardless of whether the maximum amount of liquidated damages has been reached, SAM shall still be entitled to exercise:
- (a) its rights under Sub-Clause 7.2(a); provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under Sub-Clause 7.2(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.

8. SUB-CONTRACTING AND ASSIGNING

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

9. APPLICABLE LAW

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

10. DISPUTE RESOLUTION

- 10.1 The Parties submit to the non-exclusive jurisdiction of the Courts of Singapore.
- 10.2 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.
- 10.3 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 10.2.
- 10.4 For the avoidance of doubt, failure to comply with Sub-Clauses 10.2 or 10.3 shall be a breach of contract.

11. SUSPENSION OR TERMINATION

- 11.1 SAM shall, after giving 7 days written notice to the Contractor, have the right to suspend or terminate this Contract if SAM 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 SAM pay the Contractor the price of the Goods or Services that have been performed and accepted by SAM. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by SAM to the Contractor by reason of this Clause 11.
- 11.2 In addition to any other rights to terminate this Contract or any rights to cancel parts of the Services under this Contract, SAM shall have the unilateral right to terminate this Contract without assigning any reasons whatsoever by giving the Contractor 30 days' written notice. For the avoidance of doubt, the Contractor shall not be entitled to any compensation or damages whatsoever in relation to such a termination. The Contractor shall only be entitled to payment for any Services provided and accepted up to the end of the 30 day notice period.

12. RIGHTS OF SAM IN THE EVENT OF DEFAULT BY THE CONTRACTOR

- 12.1 If any declaration or submission made by the Contractor in its Proposal Offer is discovered to be false, SAM shall be entitled to rescind and terminate this Contract or cancel any part of the Goods or Services by written notice without SAM being liable for any damages or compensation. The termination or cancellation shall take effect from the date of the written notice.
- 12.2 If the Contractor is in breach or defaults in his performance of this Contract, SAM may issue a written notice of breach or default to the Contractor. The Contractor 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 SAM in writing.
- 12.3 If the Contractor fails to remedy the default or otherwise propose an acceptable solution under Sub-Clause 12.2, the Contractor shall be taken to have repudiated the Contract and SAM 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 SAM shall not be liable to the Contractor for any damages or compensation.

- 12.4 SAM shall be entitled to terminate this Contract or cancel any part of the Goods or Services by written notice without SAM being liable for any damages or compensation if:
- (a) any proceedings are commenced for the liquidation, dissolution or bankruptcy of the Contractor and the same not discharged or discontinued within 14 days of its commencement, or if the other Contractor becomes bankrupt or goes into liquidation either voluntarily or compulsorily except for the bona fide purpose of amalgamation, merger or re-construction;
 - (b) The Contractor 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 Contractor and is not withdrawn within 14 days of its commencement; or
 - (d) The Contractor 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.

- 12.5 If there is any termination of this Contract or cancellation of Goods or Services under this Clause 12, SAM 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 SAM 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 Contractor or shall be recoverable as damages.

13. VARIATION OF CONTRACT

- 13.1 No attempts to vary this Contract shall have any force unless made in writing and executed by the Contractor and the authorised contract signatory of SAM.

14. TAXES, FEES AND DUTIES

- 14.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Contractor or its employees. If SAM receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees, or to withhold payments from the Contractor in order that SAM may subsequently so pay, any of the said taxes, fees, duties, fines, levies and assessments, the Contractor authorises SAM to comply with the terms of the said request.
- 14.2 If the Contractor is a taxable person under the Singapore Goods and Services Tax Act, SAM shall pay to the Contractor the Goods and Services Tax chargeable on the supply of Goods and Services to SAM.
- 14.3 The Contractor shall submit a copy of the Certification of Registration for Goods and Service Tax if requested to do so by SAM in writing.

15. GOVERNMENT REGULATIONS

- 15.1 The Contractor 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 Contractor to fulfil all its obligations under the Contract.

16. INDEMNIFICATION

- 16.1 In the event of SAM being held liable for damages arising out of any claim by any agent, workman or employee of the Contractor or any sub-contractors or suppliers of the Contractor, pursuant to the performance of this Contract, the Contractor shall indemnify SAM against such claim and any related costs, charges and expenses incurred by SAM.

17. CONSORTIUM

- 17.1 As used in this Contract, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

17.2 *Joint and Several Responsibility*

- (a) Each member of the Consortium shall be jointly and severally responsible to SAM for the due performance of this Contract.

17.3 *Addition of members to Consortium*

- (a) Any proposed changes to Consortium membership must be approved in writing by SAM.
- (b) Should additional member(s) be added to the Consortium at any time with the written approval of SAM, he or they shall be deemed to be included in the expression 'the Contractor'.

17.4 *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:
- (i) This Contract shall continue and not be dissolved, and
 - (ii) The remaining member(s) of the Consortium shall be obliged to carry out and complete the Services.

18. CONTRACTOR'S PERSONNEL

- 18.1 The Contractor shall replace its personnel (inclusive of the personnel of any sub-contractors or agents) within 5 days from the date of written notice from SAM 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 SAM.

- 18.2 The Contractor shall ensure that:

- (a) There is compliance by the Contractor and its employees, subcontractors and agents with all the rules and regulations of SAM'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 SAM or third parties (as the case may be) at the Sites; and
- (c) There is compliance by the Contractor and its employees, subcontractors and agents with all reasonable directions or instructions of SAM or third party supervisors or managers at the Sites.

- 18.3 If the Contractor's Proposal 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 SAM is given. The Contractor 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.

19. SAM LICENCE OF INTELLECTUAL PROPERTY

- 19.1 Nothing in this Contract shall affect any person's right to own or licence Background IP.
- 19.2 SAM agrees that all rights, title to or interest in, all Foreground IP created by the Contractor shall vest in the Contractor.
- 19.3 In consideration of SAM agreeing to the vesting of the Foreground IP in the Contractor, the Contractor shall obtain for and grant to SAM 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 Contractor 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 Contractor's breach or default.
- 19.4 The Contractor shall obtain for and grant to SAM 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 Contractor, its employee, subcontractor, supplier or agent.
- 19.5 For the avoidance of doubt, Sub-Clause 19.2 does not, vest in the Contractor, any IP in any results, report, data or information generated or produced by the Contractor, SAM or another person on behalf of SAM 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 SAM.
- 19.6 If the Contractor, its employee, subcontractor, supplier or agent intends to sell or transfer their Background IP or Foreground IP, the Contractor 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 Contractor, its employee, subcontractor, supplier or agent has granted to SAM.
- 19.7 If any licence granted or obtained for Foreground IP or Background IP under Sub-Clauses 19.3 or 19.4 is registerable under any IP registration system in Singapore, the Contractor shall:
- (a) register the licence under the IP registration system in Singapore; and
 - (b) deliver copies of documentary proof of such licence registration to SAM as soon as possible.
- 19.8 The Contractor shall indemnify SAM against any action, claim, damages, charges and costs arising from or incurred by SAM 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.

20. CONFIDENTIALITY

- 20.1 Except with the written consent of SAM, the Contractor 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 SAM in connection with this Contract to any person.
- 20.2 In addition, the Contractor shall not make use of any information obtained directly or indirectly from SAM or compiled or generated by the Contractor 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 SAM.
- 20.3 The Contractor 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 SAM. For the avoidance of doubt, this restriction includes any citation that SAM is or was a customer of the Contractor.
- 20.4 The Contractor 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 SAM solely for the purposes for which such personal data has been disclosed to the Contractor and for no other purposes. The Contractor warrants that the security measures which it has in place to protect such personal data are no less stringent than those employed by SAM and undertakes to indemnify SAM for any breach of this warrant that would cause SAM to be in breach of the provisions of the Act.

21. SAM'S REPRESENTATIVE

- 21.1 SAM shall appoint one or more persons to supervise and liaise with the Contractor for the purposes of this Contract. The Representative(s) shall be as named in the Requirement Specifications or otherwise through written notifications.
- 21.2 All instructions, directions, notices, consents, approvals or waivers that may be given at SAM's discretion under this Contract shall not be binding on SAM unless given in writing or under the hand of the Representative(s).
- 21.3 For the avoidance of doubt, the Representative(s) cannot vary this Contract unless the Representative(s) concerned are also authorized contract signatories as required under Clause 13.

22. PROJECT MANAGEMENT**22.1 *Project Office***

- (a) If the Contractor does not already have a Project Office in Singapore, the Contractor shall, if required to do so under the Requirement Specifications or otherwise in writing by SAM, 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 SAM to contact for the provision of all the Goods or Services.
- (b) If required under the Requirement Specifications or otherwise agreed in writing by SAM, more than one Project Office shall be set up.

22.2 **Project Manager**

- (a) The Contractor shall designate a Project Manager and the Project Manager shall be primarily responsible for directing and coordinating all the Contractor's obligations under this Contract. The Project Manager shall be deemed to be the Contractor's agent in all dealings with SAM and all actions of the Project Manager shall be binding on the Contractor.
- (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 Contractor shall designate another employee to perform his duties and functions.
- (c) If required under the Requirement Specifications or otherwise agreed in writing by SAM, more than one Project Manager shall be designated.

22.3 **Implementation Plan**

Unless otherwise agreed by SAM 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 Contractor 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).

22.4 **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 SAM to make any claims against the Contractor 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 Contractor 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 Contractor from meeting its obligations under this Contract.

23. **CUMULATIVE REMEDIES**

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

24. WAIVER

- 24.1 No waiver of any breach of a provision of this Contract shall be deemed to be a waiver by SAM of any other provision or of any subsequent breach of the same provision. The failure of SAM 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 SAM only if done in writing.

25. WARRANTY (APPLICABLE ONLY IF REQUIRED UNDER THE REQUIREMENT SPECIFICATIONS)

- 25.1 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 SAM. The length of the Warranty Period shall be twelve (12) months unless another period is specified in the Requirement Specifications.
- 25.2 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 Contractor, fails to function properly or fails to meet any performance guarantees set forth in this Contract or specifications published by the Contractor as applicable to the Goods;
- 25.3 The Contractor shall, at its own expense (including transportation costs), at the written notification of SAM, replace, rectify or completely repair the damaged or defective Goods. The Contractor may, in lieu rectification or repair, elect to replace the damaged or defective Goods within 5 days of the notification.

26. TITLE AND RISK

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

27. SEVERABILITY

- 27.1 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.

28. RETURN OF DOCUMENTS AND OTHER ITEMS

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

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

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

29. SAMPLES TESTING

29.1 SAM 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 SAM, the approved samples shall form the standards to be maintained for the duration of this Contract.

29.2 If any Goods supplied are not in accordance with this Contract or with any approved sample, then, SAM 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 Contractor unless such examination and/or test shows that the said Goods are in accordance with this Contract or with the approved samples.

SECTION C – ANNEXES

ANNEX A – BILL OF MATERIALS

No.	Model - ARUBA	Serial number	Required Warranty Period (till date)
A.1	Aruba Guest License 100 ENDPOINTS	C0000003979	31 st March 2024
A.2	Aruba Guest License 100 ENDPOINTS	C0000003980	31 st March 2024
A.3	Aruba Onboard License 100 DEVICES	C0000003981	31 st March 2024
A.4	Aruba Onboard License 100 DEVICES	C0000003982	31 st March 2024

No.	Model - HPE StoreEasy	Serial number	Required Warranty Period (till date)
B.1	HPE StoreEasy 1650 Storage	SGH651S2P6	31 st March 2024
B.2	HPE LTO-7 Ultrium 15000 Int Tape Drive	9C16528FD3	31 st March 2024

No.	Model - HPE	Serial number	Required Warranty Period (till date)
C.1	Proliant DL380p G8	SGH412DR1F	31 st March 2024