

SAM/ITQ/2020/0022

05 Nov 2020

Dear Sir / Mdm

**INVITATION TO QUOTE (ITQ): PROVISION OF CLOUD BACKUP SOLUTION FOR MICROSOFT 365 PLATFORM FOR SINGAPORE ART MUSEUM**

1. Singapore Art Museum (SAM) would like to invite vendors to submit their proposals offers for the PROVISION OF CLOUD BACKUP SOLUTION FOR MICROSOFT 365 PLATFORM FOR SINGAPORE ART MUSEUM.
2. The ITQ comprises of the following ITQ Documents:
  - I. ITQ Notice on SAM Website
  - II. This Cover Letter
  - III. Section A: Instructions to Vendors
  - IV. Section B: Requirements Specification
  - V. Section C: Evaluation Criteria
  - VI. Section D: Prescribed Forms
  - VII. Section E: Conditions of Contract
3. Quotations shall be evaluated based on the following criteria:
  - I. No debarment status.\*
  - II. Compliance to the requirements of the ITQ submission instructions.\*
  - III. Price Offer.
  - IV. Quality of Proposed Solution.

\* Critical Criteria. Quotations that do not meet these criteria are liable to be disqualified.
4. Vendors are to submit their proposals and other relevant/required supporting documentation as instructed in the ITQ Document under Section A: Instructions to Vendors by the closing date, 13 Nov 2020, 4.00PM.
5. For clarifications, you may contact the following person(s) two days before the Closing Date:

Name: Eugene Poh  
Designation: Senior IT Manager  
Email: eugene.poh@singaporeartmuseum.sg
6. Singapore Art Museum does not bind itself to accept the lowest or the whole of any quotations. This ITQ will be governed by the attached, Conditions of Contract.

Thank you.

Yours faithfully

Eugene Poh  
Senior IT Manager  
Singapore Art Museum

PROVISION OF  
CLOUD BACKUP SOLUTION  
FOR MICROSOFT 365 PLATFORM  
FOR SINGAPORE ART MUSEUM  
SAM/ITQ/2020/0022

SECTION A  
INSTRUCTIONS TO VENDORS

## SECTION A: INSTRUCTIONS TO VENDORS

### 1. Definitions

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

- (a) **"Closing Date"** means the time and the date referred to in the Covering Letter & ITQ/RFP Notice, which is the deadline for submission of ITQ Offers.
- (b) **"Invitation to Quote"** or **"ITQ"** means the invitation to participate in this Request for Proposal (RFP) and comprises of all the ITQ Documents referred to in the Covering Letter.
- (c) **"ITQ Offers"** means the submissions made by Vendors in response to the Invitation to Quote.
- (d) **"ITQ Price"** means the total price stated in the Vendor's proposal for the provision of goods and/or services required under this Invitation to Quote.
- (e) **"Vendor"** or **"Vendors"** indicates the persons invited to submit ITQ Offers to provide the goods and/or services required under this Invitation to Quote.
- (f) **"Contractor"** indicates the successful Vendor who will be awarded this ITQ.
- (g) **"SAM"** means Singapore Art Museum.
- (h) **"M365"** means Microsoft 365.
- (i) **"O365"** means Office 365 or Microsoft 365
- (j) All other terms referred to in this Invitation to Quote shall have the same meanings as those given in the Conditions of Contract.
- (k) The ITQ shall have the same meanings as those given in the Conditions of Contract

### 2. Eligibility

2.1 Vendors can participate in this ITQ only if not under any debarment from SAM.

2.2 Vendors who do not meet any mandatory criteria under the Evaluation Criteria are liable to be disqualified.

### 3. Submission of ITQ Offers

- 3.1 Vendors shall submit their ITQ Offers by the Closing Date in accordance with the following mode(s) of submission:

The following documents/information shall be submitted before the closing date via:

**Email with the following information:**

To: [procurement@singaporeartmuseum.sg](mailto:procurement@singaporeartmuseum.sg) & [eugene.poh@singaporeartmuseum.sg](mailto:eugene.poh@singaporeartmuseum.sg)

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**Closing Date: 13 November 2020, 4.00PM**

- a. ITQ Offer and / or Proposal
- b. ACRA Business Profile and GST Status
- c. List of Relevant Track Record in the Last 5 Years
- d. All forms required as stated in the Annexes of Section B: Requirements Specification
- e. Other supporting documents/materials – Detailed proposal, Company Profile, etc.

- 3.2 Vendors may submit other documents/information apart from those specifically listed under Sub-Clause 3.1 in support of Submission of ITQ Offers.

- 3.3 ITQ Offers submitted after the Closing Date shall be disqualified at SAM's discretion.

### 4. Language

- 4.1 ITQ Offers and all supporting technical data and all documentation submitted as part of the ITQ Offer must be written or properly translated into the English language.

## 5. Compliance with Instructions and Forms

5.1 ITQ Offers are to be submitted according to the instructions contained in and using any forms prescribed in the Invitation to Quote. Any ITQ Offers which:

- (a) are not in accordance with the instructions; or
- (b) vary any of the prescribed forms,

are liable to be disqualified.

## 6. Validity Period

6.1 ITQ Offers submitted shall remain valid for acceptance for the Validity Period set out in the Requirements Specification document and during such extension of the period as may be agreed in writing between Vendors and SAM.

## 7. Withdrawal of ITQ Offers

7.1 Any Vendors that withdraw ITQ Offers after the Closing Date are liable to be debarred from future SAM procurements.

## 8. Acceptance of ITQ Offers

8.1 SAM shall be under no obligation to accept the lowest or any ITQ Offer.

8.2 SAM shall have the right to accept parts of ITQ Offers from one or more Vendors except in the case of Vendors that expressly stipulate to the contrary in their ITQ Offers.

8.3 The issuance by SAM of a Letter of Acceptance accepting an ITQ Offer or parts of a ITQ Offer (subject to Sub-Clause 8.2) shall create a binding contract for the provision of the goods and/or services required under this Invitation to Quote and to the extent accepted in the Letter of Acceptance. The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract).

8.4 The Letter of Acceptance may be issued to the successful Vendor(s):

- (a) by post to the address of the successful Vendor(s) as set out by the Vendor in the ITQ Offer
- (b) by hand to the address of the successful Vendor(s) as set out by the Vendor in the ITQ Offer
- (c) By electronic mail to the email address of the successful Vendor(s) as set out by the Vendor in the ITQ Offer

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- 8.5 SAM may, at its sole discretion, require the successful Vendor(s) to sign a written agreement.
- 8.6 SAM is not under any obligation to inform any Vendor of the reasons for non-acceptance of an ITQ Offer.

**9. Ownership of Documents and Intellectual Property**

- 9.1 All information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Vendors pursuant to this Invitation to Quote by or on behalf of SAM shall remain the property of the SAM. Vendors shall immediately return all or any of the same on written request by SAM or destroy the same within 1 week of the award to the ITQ (except in the case of the successful Vendor(s)).
- 9.2 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 Vendors pursuant to this Invitation to Quote by or on behalf of the SAM belong to SAM or third parties as the case may be.
- 9.3 ITQ Offers and all accompanying documents, plans, drawing, materials or other items that are submitted by Vendors in response to this Invitation to Quote shall become the property of the SAM. However, Intellectual Property reflected or subsisting in the same shall remain vested with the Vendors or other third parties as the case may be. This Sub-Clause 9.3 is without prejudice to any provisions to the contrary in the Conditions of Contract that are applicable to the successful Vendor.

**10. INTENTIONALLY LEFT BLANK**

**11. Alteration, Erasures and Illegibility**

- 11.1 Except for amendments to entries made by the Vendor himself which are initialled by the Vendor, or communicated in writing by the Vendor to SAM, ITQ Offers bearing any other alterations or erasures and ITQ Offers in which prices are not legibly stated are liable to be rejected.

**12. Expense**

- 12.1 No expense incurred by Vendors in the preparation of ITQ Offers shall be borne by SAM.

### 13. Contract Price and Goods and Services Tax

- 13.1 Vendors must satisfy themselves before submitting any ITQ Offers as to the correctness and sufficiency of their proposed Contract Price for the execution and complete provision of all goods and/or services required under this Invitation to Quote. In this regard, Vendors shall:
- (a) notify SAM in writing of any ambiguity, inconsistency or omission in or between any of the ITQ Documents; and
  - (b) seek clarification on the same from SAM at least before the Closing Date.
- 13.2 The proposed Contract Price set out in the ITQ Offer shall be deemed to have included the delivery of all goods and/or the performance of all services to meet the Requirements Specification in full. This is so regardless of whether such goods and/or services have actually been listed or priced in any breakdown of the Contract Price or in any other part of the ITQ 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.
- 13.3 The proposed ITQ Price and all breakdowns of the same proposed in ITQ Offers must exclude any Goods and Services Tax (“GST”) chargeable for the supply of goods and/or services required under this Invitation to Quote.

### 14. INTENTIONALLY LEFT BLANK

### 15. Consortiums

- 15.1 As used in this Invitation to Quote, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.
- 15.2 The following shall apply if an ITQ Offer is submitted by a Consortium:
- (a) Each member of the Consortium shall be a business organization duly organized, existing and registered under the laws of its country of domicile.
  - (b) No Consortium shall include a member which has been debarred by SAM.
  - (c) After the submission of the ITQ Offer, any introduction of, or changes to, Consortium membership must be approved in writing by SAM.
  - (d) In the case of Consortiums, the following documents must be submitted with the ITQ 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 ITQ 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 ITQ 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 SAM may send any notice, request, clarification or correspondence.
- (g) If SAM awards the Contract to a Consortium:
- (i) The Letter of Acceptance may be handed to or posted to the address of the Lead Member of the Consortium given in the ITQ Offer.
  - (ii) The issue by SAM of a Letter of Acceptance 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 Quote and to the extent accepted in the Letter of Acceptance. 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 SAM for the due performance of the Contract.
  - (iv) In the event that 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 SAM sends a written notice to any Vendors to clarify any aspect of their ITQ Offers, the Vendors concerned must provide full and comprehensive responses within the number of days indicated by SAM in writing. For the avoidance of doubt, this may include the request for the submission for missing documents or information that may be required by SAM for this ITQ. No Vendors shall, in any case, be permitted to amend the proposed Contract Price already submitted unless instructed by SAM.

**17. Demonstration of capabilities**

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

**18. Short listing**

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

**19. Confidentiality**

- 19.1 Except with the consent in writing of SAM, Vendors shall not disclose to any third parties, this Invitation to Quote, the provisions of the ITQ Documents, and any information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Vendors pursuant to this Invitation to Quote by or on behalf of SAM.
- 19.2 The Vendors shall ensure that, if requested by SAM in writing, all employees, agents or suppliers that are involved in preparing or presenting the ITQ Offer must also complete and submit the prescribed form for Non-Disclosure Agreement.

**20. Applicable Law**

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

**21. Amendment to Invitation to Quote**

21.1 SAM reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Quote at any time prior to the Closing Date.

21.2 Any amendments or issue of supplementary terms to the Invitation to Quote made pursuant to Sub-Clause 21.1 shall be issued via SAM website and it shall be the responsibility of the Vendors to check SAM website on a frequent basis for any such amendments or issue of supplementary terms to the Invitation to Quote.

21.3 No oral representation shall be:

- (a) accepted or construed as amending or being supplementary to the terms of the Invitation to Quote, or
- (b) binding on SAM.

PROVISION OF  
CLOUD BACKUP SOLUTION  
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SECTION B

REQUIREMENTS SPECIFICATION

## 1. PURPOSE

- 1.1 SAM is calling this ITQ for vendors to propose Cloud Backup Solution for Singapore Art Museum's Microsoft 365 platform.
- 1.2 The scope of this ITQ shall essentially cover the implementation and/or installation, training, maintenance and the warranty for the solution which includes all necessary goods and services for the solution as stated in this Requirements Specification.
- 1.3 Vendors shall provide proposal and quotation pricing for the Cloud Backup Solution for a period of 3 years.

## 2. CLOUD PLATFORM SOLUTION

- 2.1 The proposed Cloud Backup Solution shall be a cloud software/application delivered in a Software-as-a-Service (SaaS) nature, meeting the requirements specification stated in the Functional Requirements Specification.
- 2.2 Vendors shall quote in breakdown details, the implementation/installation, licensing (tenant, user, site, etc.), training, maintenance, warranty, operating cost per annum and any other related expenditures.

## 3. FUNCTIONAL REQUIREMENTS SPECIFICATION

### 3.1 Supported Microsoft 365 Version/Edition Backup

- 3.2 The Cloud Backup Solution shall minimally be able to backup the following functions and data points for Exchange Online, OneDrive, SharePoint Online and Teams
  - 3.3 SAM currently have the following number of licenses and Shared Mailboxes on M365:
  - 3.4 – E1 & E3 License: 80
  - 3.5 – Shared Mailboxes: 20
- 

### 3.6 Microsoft Exchange Online (Exchange)

- 3.7 Minimum required M365 user license shall be: Enterprise 1 (E1) License.
- 3.8 The following data shall be backup for each M365 user license:
- 3.9 – Exchange Mailbox (Individual mailbox or Shared mailbox). Vendors shall indicate if Shared mailbox require additional backup license or cost, as Shared mailbox does not require M365 user license.
- 3.10 – Calendar Events.
- 3.11 – Contacts.
- 3.12 – Emails with attachments.
- 3.13 – Archived emails with attachments.
- 3.14 – Deleted Items/Recoverable Items folders.

### 3.15 Microsoft OneDrive (OneDrive)

- 3.16 Minimum required M365 user license shall be: Enterprise 1 (E1) License.
- 3.17 The following data shall be backup for each M365 user license:
- 3.18 – All Files and Folders.
- 3.19 – Metadata attributes.

### 3.20 Microsoft SharePoint Online (SharePoint)

- 3.21 The following data shall be backup:
- 3.22 – All Teams sites including hidden Teams sites and all O365 Groups.

3.23 – All SharePoint Classic and Modern Sites.

3.24 **Microsoft Teams (Teams)**

3.25 – All Teams' Channel.

3.26 – All Posts and Conversations.

3.27 – All Files and Folders.

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3.28 **Data Recovery Options**

3.29 The Cloud Backup Solution shall provide the data recovery options for the following M365 functions and data.

3.30 **Microsoft Exchange Online (Exchange)**

3.31 For M365 user license Exchange functions, recovery options shall have:

3.32 – Restore Mailbox/Email/Calendar/Contacts to Original/Source location.

3.33 – Restore Mailbox/Email/Calendar/Contacts to another User Account.

3.34 – Restore selected email/folder/individual calendar/contact to user's mailbox.

3.35 – Ability to choose to restore as a Copy or In-Place Restore.

3.36 For M365 Shared mailbox, recovery options shall have:

3.37 – Restore Mailbox/Email/Calendar to Original/Source location.

3.38 – Restore Mailbox/Email/Calendar to another User Account.

3.39 – Restore selected email/folder/individual calendar to user's mailbox.

3.40 – Ability to choose to restore as a Copy or In-Place Restore.

3.41 **Microsoft OneDrive (OneDrive)**

3.42 For M365 user license mailbox, recovery options shall have:

3.43 – Restore OneDrive data to Original/Source location.

3.44 – Restore OneDrive data to another User Account.

3.45 – Restore selected file/folder to user's OneDrive.

3.46 – Ability to choose to retain file sharing settings for restore data.

3.47 – Ability to choose to restore as a Copy or In-Place Restore.

3.48 **Microsoft SharePoint Online (SharePoint)**

3.49 For SharePoint data, recovery option shall have:

3.50 – Ability to choose to restore as a Copy or In-Place Restore for SharePoint data (Document Libraries, List, Sites, Files, Folders).

3.51 – Ability to choose to restore SharePoint settings only to Original/Source location.

3.52 – Ability to choose to restore SharePoint settings and data as a Copy or In-Place Restore.

3.53 **Microsoft Teams (Teams)**

3.54 For Teams data, recovery option shall have:

3.55 – Ability to choose to restore as a Copy or In-Place Restore for Teams data.

3.56 – Ability to choose to restore the Teams Data to a new Teams.

3.57 – ability to choose the Teams data (Channel, Files, Folders) to restore.

3.58 **Data Retention**

3.59 The Cloud Backup Solution shall support the following Retention Policy:

3.60 – Daily.

3.61 – Weekly.

3.62 – Monthly.

3.63 The Cloud Backup Solution shall not limit the number of backup and retention period for the retention policy that is configured by SAM.

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3.64 **Backup Storage**

3.65 The Cloud Backup Solution's Cloud Storage shall not be on Microsoft Azure.

3.66 Vendors shall state which Cloud Storage the Cloud Backup Solution will store the backup data on.

3.67 The Cloud Backup Solution shall offer unlimited backup storage during the subscription of the cloud backup service.

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3.68 **Alerts and Notifications**

3.69 The Cloud Backup Solution shall have the ability to configure notifications for SAM users of the Cloud Backup Solution platform to receive notifications via email or SMS.

3.70 Vendors shall state the type of backup notifications available.

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3.71 **Auto Discovery Function to Backup**

3.72 The Cloud Backup Solution shall have the ability to automatically backup all new SharePoint and Teams data without any intervention by the SAM Administrator for the Cloud Backup Solution.

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3.73 **User Management**

3.74 The Cloud Backup Solution shall have the ability to integrate Single Sign On with the SAM's AD/LDAP/M365/Azure AD.

3.75 Only SAM selected users shall be able to access the Cloud Backup Solution.

3.76 Optional: The Cloud Backup Solution shall have the ability to have all users with M365 user license to be able to perform self-service restore function.

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3.77 **Data Security and Governance**

3.78 The Cloud Backup Solution shall have the ability that the Cloud service provider (of the solution) shall not have the ability to access SAM's data.

3.79 Vendors shall indicate the type of encryption used for the backup solution.

3.80 The Cloud Backup Solution shall not have the ability to read contents of the backup data on the Cloud Backup Solution platform.

3.81 The Cloud Backup Solution shall have the ability to capture (Audit Trail Logs) all actions performed on the Cloud Backup Solution platform.

3.82 The Cloud Backup Solution shall have the ability to export Audit Trail report.

- 3.83 The Cloud Backup Solution shall have the ability to store all Audit Trail logs as long as SAM is subscribed to the Cloud Backup Solution service.
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3.84 **Optional Functions**

- 3.85 The Cloud Backup Solution shall have the ability to search emails using Subject or Attachment name across all user's mailbox.
- 3.86 The Cloud Backup Solution shall have the ability to add additional meta data filters to search query results.
- 3.87 The Cloud Backup Solution shall have the ability to perform legal hold.
- 3.88 The Cloud Backup Solution shall have the ability to display a dashboard information for the backup performed.
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3.89 **Implementation and Training**

- 3.90 Vendors shall include a one-time professional service to setup the Cloud Backup Solution platform for SAM's M365 Tenant. The implementation shall include M365 backup best practices configuration, including configuration of alerts.
- 3.91 Vendors shall include a training session, covering all aspects of the Cloud Backup Platform functions via Video Conferencing, for a maximum of 2 SAM users. Vendors shall state the duration of the training session(s)
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3.92 **Maintenance, Warranty and Support**

- 3.93 The Cloud Backup Solution, being a Cloud Platform, maintenance of the Cloud Backup Solution shall be performed by the Contractor and/or Cloud Backup Solution Provider, and SAM shall not be required to provide any efforts in the maintenance or responsible for any maintenance to the Cloud Backup Solution.
- 3.94 Vendors shall ensure that the any maintenance of the Cloud Backup Solution shall adhere to the Service Level Agreement as provided in this Requirements Specification.
- 3.95 Vendor shall provide all maintenance and warranty services for the Cloud Backup Solution for SAM, as long as SAM is subscribed to the SaaS for the Cloud Backup Solution.
- 3.96 Vendors shall provide and indicate the modes of support for the Cloud Backup Solution.
- 3.97 Vendors shall propose methods of contact for support, which minimally shall include email contact and phone number.
- 3.98 For Phone support, Vendor shall indicate the operating hours (Singapore Time).
- 3.99 Support for the Cloud Backup Solution shall adhere to the Service Level Agreement as provided in this Requirements Specification.
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3.100 **Service Level Agreement (SLA)**

- 3.101 The Cloud Backup Solution platform shall be available 99.999% over a period of 1 year.
- 3.102 The Cloud Backup Solution platform shall provide technical support 24 hours daily, including public holidays.
- 3.103 The Cloud Backup Solution platform and the Contractor shall inform SAM of any scheduled maintenance minimally 2 weeks in advanced.

- 3.104 Vendor's SOR Support shall provide support to SAM within 4 hours for Onsite Support and within 4 hours for Remote Support.
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**3.105 Schedule of Rates (SOR)**

- 3.106 Vendors who are not direct providers of the Cloud Backup Solution, shall provide a SOR for Support (Onsite and Remote) based on Man-hour rates. The rates shall be in-force as long as SAM, as long as SAM is subscribed to the SaaS for the Cloud Backup Solution.
- 3.107 Vendors shall provide the license cost, if any, for every additional M365 license user. If Minimum Order Quantity (MOQ) is required, Vendor shall state the MOQ required. Additional licence purchase shall be prorated to the contract end period (by days)

**4. SERVICE ESCALATION**

- 4.1 The Contractor shall provide a service escalation list of personnel's contacts in the event of emergency and/or unsatisfactory restoration/service rendered.

**5. DELIVERY SCHEDULE**

- 5.1 The Contractor shall start delivery of the goods and services within 2 weeks after the Letter of Acceptance is signed.

**6. FEES, PRICE AND PAYMENT SCHEDULE**

- 6.1 Vendors shall provide their quotation pricing for the proposed Cloud Backup Solution in the format as indicated in ANNEX A (ANNEX A – PRICE SCHEDULE).
- 6.2 Vendors shall indicate their proposal fee structure / price as required in this ITQ in ANNEX A.
- 6.3 Vendors shall indicate items which are optional under the table for Optional Item/Service.
- 6.4 Vendors shall satisfy themselves before submitting any quotation and ITQ Offer as to the correctness and sufficiency of their ITQ Price for the execution and complete provision of all goods and/or services required under this ITQ.
- 6.5 The ITQ Price set out in the ITQ Offer shall be deemed to have included the delivery of all goods and/or the performance of all services to meet the Requirements Specification in full.
- 6.6 Payment for shall be made quarterly (4 times per annum).
- 6.7 Vendors shall quote ITQ Price in Singapore Dollars.
- 6.8 All Offer Price set out in the Proposal Offer shall have a minimum validity period of 3 months, starting from the Closing Date of this ITQ. Vendors shall indicate the alternative Proposed Offer if the validity is less than 3 months.
- 6.9 Vendors shall accept that payment shall be made at the end of the month for invoices received by SAM by the 1<sup>st</sup> of the month. If invoices are received after the 1<sup>st</sup> of the month, payment shall be made at the end of the following month.

**7. OTHERS**

- 7.1 Vendors shall complete and submit a Requirement Specifications Compliance Table for every line in the Requirement Specifications (Section B) using the form in ANNEX B (ANNEX B – Requirement Specifications Compliance Table Sample)



- 7.2 For avoidance of doubt, it is understood that Vendors accepts all terms stated in Section E: Conditions of Contract. Vendors shall indicate explicitly in writing if there are terms in the Conditions of Contract that they are unable to comply.
- 7.3 SAM shall have the flexibility to reduced or increase the number license annually, at the start of the contract period year.

**ANNEX A – PRICE SCHEDULE**
**QUOTATION FOR PROPOSED CLOUD BACKUP SOLUTION FOR MICROSOFT 365 PLATFORM FOR SINGAPORE ART MUSEUM**

Vendor Registered GST No. \_\_\_\_\_ (if applicable)

Proposed Quotation					
#	Item/Service Description	Quantity	Unit Price	Total Price	Remarks
01					
02					
03					
04					
05					
<b>Total Proposed Pricing</b>					

Optional Items/Services					
#	Item/Service Description	Quantity	Unit Price	Total Price	Remarks
01					
02					
03					
04					
05					

Schedule of Rates (SOR)				
#	Item/Service Description	Rate	Unit Price	Remarks
01	Onsite Support (Weekdays)	Man-Hour		
02	Remote Support (Weekdays)	Man-Hour		
03	Onsite Support (Weekends & Public Holidays)	Man-Hour		
04	Remote Support (Weekends & Public Holidays)	Man-Hour		
05	Addon License			MOQ:

\*Insert additional lines for if required.

**Note:**

- It is compulsory to submit quotation using the below table format.
- Itemised costing **MUST** be submitted. You must quote each item in the matrix.
- Not fulfilling this stipulation will result in the disqualification of your entire submission
- In Singapore Dollars only.

**ANNEX B – REQUIREMENT SPECIFICATIONS COMPLIANCE TABLE SAMPLE**

Items No.	Requirement Specifications	Compliance (Yes/No/Noted)
<b>1.</b>	<b>PURPOSE</b>	
<b>1.1</b>		
<b>1.2</b>		
<b>1.3</b>		
<b>2.</b>	<b>CLOUD PLATFORM SOLUTION</b>	
<b>2.1</b>		
<b>2.2</b>		
<b>3.</b>	<b>FUNCTIONAL REQUIREMENTS SPECIFICATION</b>	
<b>3.1</b>		
<b>3.2</b>		
<b>3.3</b>		
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4.	<b>SERVICE ESCALATION</b>	
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5	<b>DELIVERY SCHEDULE</b>	
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6	<b>FEEs, PRICE AND PAYMENT SCHEDULE</b>	
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7	<b>OTHERS</b>	
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PROVISION OF  
CLOUD BACKUP SOLUTION  
FOR MICROSOFT 365 PLATFORM  
FOR SINGAPORE ART MUSEUM  
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SECTION C  
EVALUATION CRITERIA

1. The evaluation criteria and weightage used for this Invitation to Quote is as follows:

Criteria	Weightage
1. Not debarred by SAM on or after the Closing Date.	*Critical
2. Compliance to the requirements of the ITQ submission instructions. (including use of Prescribed Forms)	*Critical
3. <u>Price Offer</u>  Price offered with detailed breakdown of fees/costs per item.	40%
4. <u>Quality of Proposed Solution</u>  Vendors' proposed solutions, compliance and commitment to the requirement specifications as stated in the ITQ document.	60%

\* These are critical criteria. ITQ Offers that do not meet these criteria are liable to be disqualified, at SAM's discretion.

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SECTION D  
PRESCRIBED FORMS



### ACRA BUSINESS PROFILE & GST STATUS

1. Vendor is required to attach their Company's ARCA Business Profile.
2. We, \_\_\_\_\_ (Company Name) are / are not \*  
a taxable company under the *Goods and Services Act*.

(\* delete as appropriate)

Our GST registration number is \_\_\_\_\_.

LIST OF RELEVANT TRACK RECORD IN THE LAST 5 YEARS

Contract No. / Name of Project	Client	Contract Sum	Contract Period		Value of Work Completed
			From	To	

\* Please use separate sheet if the space is insufficient

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SECTION E  
CONDITIONS OF CONTRACT

## 1. DEFINITIONS

1.1 In these Conditions of Contract, unless the context otherwise requires, the following definitions shall apply:

- (a) "**Contract**" means:
  - (i) the Invitation Notice, Covering Letter, Instructions to Contractors, Conditions of Contract and Requirement Specifications that are part of the Invitation to Tender (ITT), or Invitation to Quote (ITQ);
  - (ii) the Quotation (to the extent accepted by SAM in the Letter of Acceptance);
  - (iii) the Letter of Acceptance; and
  - (iv) any other documents accepted in the Letter of Acceptance as being part of the Contract.
- (b) "**Contract Price**" means the total amount payable to the Contractor for the 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 Quotation. Provided that if this Contract is a period contract where Goods 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 specifically ordered under each Purchase Order.
- (d) "**Contractor**" means the successful Contractor which has been awarded this Contract by SAM.
- (e) "**Deliverables**" means the proposals, plans, reports, drawings, designs, documents, samples and other items that the Contractor has to provide under this Contract apart from the Goods.
- (f) "**Goods**" means all goods, including parts or units thereof, which the Contractor is required to supply under this Contract.
- (g) "**SAM**" means Singapore Art Museum.
- (h) "**Party**" means either SAM or the Contractor and "**Parties**" means both SAM and the Contractor.

1.2 Words denoting the singular include the plural and vice versa.

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- 1.3 Words denoting one gender includes 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 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; provided that the Goods 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
  - (b) shall, unless terminated, expire after the complete supply of all items of Goods required (including any maintenance or warranty period) or at the end of any contract period expressly stated in this Contract.
  - (c) may be extended by SAM. The Contractor grants SAM the option, at SAM's sole discretion, to extend the contract period for one or more additional periods not exceeding a total of 3 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 months 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 delivery dates of some or all of the Goods.

- (b) the Contractor confirms that this has been fully anticipated when the Quotation 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.

## **2A PERIOD CONTRACT, PURCHASE ORDERS & REQUEST FOR QUOTATIONS**

### **Period Contract**

- 2A.1 This Contract is a period contract for the supply of Goods and/or Services as and when required by the SAM during the contract period specified in the Requirement Specifications.
- 2A.2 The Contractor accepts and acknowledges that:
  - (a) SAM is not obliged to purchase any minimum amount of Goods and/or Services or any at all under this Contract; and
  - (b) the Contractor is not an exclusive supplier for the Goods and/or Services and SAM may purchase the same or similar Goods and/or Services from other sources.

### **Purchase Orders**

- 2A.3 All orders for Goods and/or Services shall be given from time to time by way of written Purchase Orders (in such form as may be determined by SAM in writing). All such Purchase Orders shall state the details of the Goods ordered.
- 2A.4 On receipt of any Purchase Order, the Contractor shall commence performance of the Contractor's obligations to provide Goods and/or Services and complete the same on the terms of this Contract.
- 2A.5 Where the unit rates for all items of Goods and/or Services required by SAM have:
  - (a) been fully set out in the Quotation or have otherwise been agreed in writing, the total amount payable for the satisfactory provision of the Goods and/or Services ordered ("**Purchase Order Price**") shall be based on the said unit rates that have been set out in the Quotation or have been otherwise agreed in writing; or
  - (b) not been set out as stated in Sub-Clause 2A.5(a), the total amount payable for the satisfactory provision of the Goods and/or Services ordered ("**Purchase Order Price**") shall be based on the unit rates to the extent that these that have been set out in the Quotation Offer or have been otherwise agreed in writing; as well as the prices as determined under Requests for Quotations.
- 2A.6 For the avoidance of doubt, Goods and/or Services shall be provided in accordance with each Purchase Order and this Contract for all Purchase Orders issued within the

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contract period; regardless of whether the Goods and/or Services are to be provided after the contract period.

### **Request for Quotations**

- 2A.7 Where the unit rates for all items of Goods and/or Services required by SAM are not fully set out in the Quotation and have not been otherwise agreed in writing, SAM shall be entitled to issue written Requests for Quotation (in such form as may be determined by SAM in writing) to establish the price payable for such Goods and/or Services whose prices are not yet known.
- 2A.8 The Contractor shall respond in writing to such Requests for Quotation within 7 days of receipt or as indicated by the SAM, whichever is earlier. The prices quoted by the Contractor pursuant to Requests for Quotations shall remain valid for acceptance for a period of 45 days from the date of receipt of the Contractor's response.
- 2A.9 For the avoidance of doubt, the Contractor may quote only for items of Goods and/or Services whose prices are not yet known and shall have no right to raise (but may lower) the unit rates of items of Goods and/or Services that have been set out in the Quotation or have otherwise been agreed in writing.
- 2A.10 A Request for Quotation is not, and cannot, be construed as a promise or representation by SAM to issue any Purchase Order.

### **3. PERFORMANCE**

- 3.1 The Contractor shall provide the Goods and/or Services with all reasonable care, skill and diligence.
- 3.2 All Goods and/or Services 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 supply the Goods and/or Services 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 and/or Services, such Deliverables or Goods and/or Services shall be:
- (a) accepted or rejected by SAM through a written notice in a form that may be prescribed by the 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 and/or Services concerned.

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- 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 and/or Services 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 Quotation or as provided as samples (during the ITQ or ITT 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 **Annex A** of Section B of the ITT/ITQ Documents, unless otherwise agreed in writing.
- 4.2 Payments made to the Contractor shall not:
- (a) be considered evidence of the quality of any Goods and/or Services to which such payments relate.
  - (b) prejudice any of SAM's rights under this Contract to reject deficient Goods and/or Services and the corresponding rights to obtain replacement of Goods and/or 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) or if in relation to any contract with SAM, the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the *Penal Code* or *Prevention of Corruption Act* or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the *Penal Code* or the *Prevention of Corruption Act*.

## 7. DELAY IN PERFORMANCE

- 7.1 If there is delay in the supply of Goods and/or Services 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 supply the Goods and/or Services thereby affected. Any part of the Goods and/or Services 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 supply of Goods and/or Services by the date(s) specified in this Contract, the SAM shall have the right:
- a) to cancel all or any part of such Goods and/or Services from this Contract without compensation to the Contractor and to obtain the same (including similar or equivalent goods and/or Services in the case where the exact goods and/or 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 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;

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up to a maximum amount of liquidated damages equivalent to 100% of the Contract Price.

7.3 For the avoidance of doubt, if SAM opts to impose liquidated damages 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 or termination save that SAM shall 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 Quotation is discovered to be false, SAM shall be entitled to rescind and terminate this Contract or cancel any part of the Goods and/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 and/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 and/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

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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 and/or Services under this Clause 12, SAM shall have the right to purchase, from other sources, the Goods and/or 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 supplied at the time of termination or cancellation. All increased costs incurred by SAM in purchasing the Goods and/or Services or similar or equivalent goods and/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/or 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.

Provided that the same is not caused by the gross negligence or willful default of 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.

### *Joint and Several Responsibility*

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

### *Addition of members to Consortium*

- 17.3 Any proposed changes to Consortium membership must be approved in writing by SAM.

- 17.4 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'.

### *Withdrawal from Consortium*

- 17.5 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 work to be done in order to supply the Goods and/or Services; or
- (b) behaving in a manner that is found to be unacceptable and which affects the proper supply of the Goods and/or Services.

What amounts to technical incompetence or unacceptable behavior 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 Goods and/or Services have to be delivered (collectively "the Sites");
- (b) the delivery of Goods and/or Services 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 Quotation 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 the 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 affect on the progress or quality of the Services.

## **19. INTELLECTUAL PROPERTY**

19.1 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 the Goods and/or Services supplied 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.

## **21. SAM'S REPRESENTATIVES**

- 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 the SAM to contact for the provision of all the Goods.
- (b) If required under the Requirement Specifications or otherwise agreed in writing by the 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 (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 and/or Services.
- (b) the Final Implementation Plan shall be 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 the 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 a regular weekly or other interval as determined by the Representative(s). During such meetings, the Project Manager shall attend and report to the Representative(s) on the delivery of the Goods and/or Services. 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; 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 the 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
- (a) Not in accordance with this Contract or any specifications incorporated therein by reference or otherwise; or
- (b) 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;

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 or upon written request by SAM on the completion of the provision of Goods under each Purchase Order, 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.

### **30. OPTION TO PURCHASE**

30.1 The Contractor grants SAM 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 SAM to the Contractor within a period of 30 days from the date of the Letter of Acceptance. If the Authority exercises the Option to Purchase, the additional quantities purchased shall form part of the Goods and/or Services defined in this Contract and subject to the same terms; read with all necessary changes.

30.2 If there are/is:

- (a) unit rates for the Goods and/or Services, the price for the additional quantities of the Goods and/or Services purchased under this Clause 30 shall be based on the same unit rates; or
- (b) only a lump sum price for the Goods and/or Services, the price for the additional quantities of the Goods and/or Services purchased under this Clause 30 shall be based on the lump sum price; prorated where necessary.

### **31. PAYMENT SCHEDULE**

31.1 Payment shall be made 30 days from the receipt of invoice on the 1<sup>st</sup> of the month. Invoice received after the first of the month, payment will be made after 60 days.