

INVITATION TO TENDER FOR PROVISION OF BRAND IDENTITY DESIGN AND WEBSITE SERVICES (INCLUDING CREATING, PROGRAMMING, MAINTAINING AND TROUBLESHOOTING) FOR SINGAPORE ART MUSEUM'S PUBLIC ART WEBSITE

SECTION D

PRESCRIBED FORMS

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FORM OF TENDER

To: Singapore Art Museum (HQ)
39 Keppel Road
#03-07 Tanjong Pagar Distripark
Singapore 089065

Name(s) of Tenderer(s): ¹

Address :

Attn:

TENDER NO: SAM/ITT/2022/0001

- 1 We, _____ ² (Name(s) in Block Letters) hereby offer and undertake on the acceptance of this Tender Offer to supply the goods and/or services required under this Invitation to Tender.
- 2 Our Tender Offer is fully consistent with and does not contradict or derogate from anything in the Instructions to Tenderer and/or the Conditions of Contract or downgrade anything in your Requirement Specifications. You are entitled to disqualify our Tender Offer if it is inconsistent with or contradicts or derogates from anything in the Instructions to Tenderer and/or Conditions of Contract or downgrades anything in the Requirement Specifications.
- 3 We agree to all terms set forth in the Requirements Specifications and Conditions of Contract, as well as this Tender as a whole, upon submission of our Tender Offer, unless otherwise stated explicitly in our Tender Offer.
- 4 We declare that all the information provided in this Tender Offer (including in the Prescribed Forms) are correct and true.
- 5 We undertake that we shall, if required by you, execute a formal agreement with you. If no formal agreement is executed, this Tender Offer together with your Letter of

¹ If the tender offer is submitted by a consortium, each member of the consortium shall be named.

² If the tender offer is submitted by a consortium, the Lead Member of the consortium shall submit the tender offer on behalf of the consortium members. Documentary proof must be provided that the Lead Member is authorised by all members of the consortium to submit, sign the tender offer, receive instruction, give any information, accept any contract and act for and on behalf of all the members of the consortium. For example, paragraph 1 in this Form of Tender should read "We, (Name of Lead Member), acting for and on behalf of (Name of 1st Member) , (Name of 2nd Member) and (etc – List out Names of remaining Members) ..."

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Acceptance shall constitute a binding contract between us on the terms of the Contract as defined in the Conditions of Contract.

- 6 OUR TENDER OFFER IS VALID FOR **3** CALENDAR MONTHS FROM THE CLOSING DATE OF THIS TENDER.
- 7 We agree that as and when requested by you, we shall extend the validity of this Tender Offer for one or more periods not exceeding in total 1 calendar month.
- 8 Our Contract Price for the goods and/or services to be supplied by us is SINGAPORE DOLLARS _____.
- 9 An itemised breakdown of the Contract Price for the goods and/or services is given in the price schedule attached.
- 10 We are registered/not registered* with _____ (Name of Government Registration Authority) under the following supply category/head(s) as specified in the Invitation to Tender:

*Supply Category/Head	Financial Category	Expiry

(If the Tender Offer is submitted by a consortium, the registration status of every member in the consortium must be listed.)

*Supply Category/Head	Financial Category	Expiry

(If the Tender Offer is submitted by a consortium, the registration status of every member in the consortium must be listed.)

*Tenderer **MUST** submit supporting documentation, confirming, Supply Category/Head, Financial Category and Expiry.

- 11 We further undertake to give you any further information which you may require.

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- 12 We warrant, represent and declare that we are duly authorised to submit, sign this Tender Offer, receive instruction, give any information, accept any contract and act for and on behalf of _____³ (Insert Name of firm, company or consortium).

Dated this _____ day of _____, 2022

Tenderer's (as *Principal/Agent)
Company or Business Registration No⁴:

Tenderer's official
Stamp⁴:

Authorized Signature⁴

Name :

Designation :

(*Delete whichever is not applicable)

NOTICE: This Form of Tender duly completed MUST accompany every Tender Offer. Any change to its wordings may render the Tender Offer liable to DISQUALIFICATION.

³ If the tender offer is submitted by a consortium, the tender offer shall be submitted by the Lead Member on behalf of all members of the consortium. Each member of the consortium shall be listed. For example, "... for and on behalf of (Name of 1st Member), (Name of 2nd Member) and (etc – List out Names of remaining Members) ..."

⁴ The Lead Member's registration number, official stamp and authorised signature must be provided.

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SCHEDULE OF PERSONS EMPOWERED TO ACT

The following persons are empowered to sign contract documents and act on the firm's / company's behalf:

Name	NRIC No.	Position Held

In the case of consortiums, the documents required under Clause 16 of the Instructions to Tenderers must also be attached.

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GST STATUS

We are / are not * a taxable person under the *Goods and Services Act*.

(* delete as appropriate)

Our GST registration number is _____

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LIST OF RELEVANT TRACK RECORD IN THE LAST 5 YEARS

Contract No. / Name of Project	Client	Contract Sum (S\$)	Contract Period		Value of Work Completed (%)
			From (MM-YYYY)	To (MM-YYYY)	

Please use separate sheet if the space is insufficient.

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INFORMATION ON MAJOR SHAREHOLDERS

Person, Company or Corporation who/which owns, whether directly or indirectly, at least 20% of the total number of shares in the Tenderer or who/which controls at least 20% of the voting rights in the Tenderer		Details of shares held by such person, company or corporation		
Name	Address	Number of Shares	% Of Shares	Class of Shares

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NON-DISCLOSURE AGREEMENT

By signing this Agreement, the Recipient agrees that in consideration of the Discloser agreeing to disclose and make available the Confidential Information to the Recipient for the Purpose, the Recipient shall not disclose or divulge Confidential Information, subject to the terms and conditions set out below.

The Recipient hereby agrees that:

1. The '**Discloser**' of the Confidential Information is:
Singapore Art Museum (UEN: 201330746G)
39 Keppel Road
#03-07 Tanjong Pagar Distripark
Singapore 089065

The '**Recipient**' of the Confidential Information is:

Name:

Company:

Address:

2. The '**Confidential Information**' disclosed under this Agreement is proprietary to the Discloser, its subsidiaries, affiliates and/or licensors, and consists of:

all Tender / Invitation to Quote documents and includes all other information, materials and documents transmitted to, or otherwise received by, the Recipient that the Discloser has identified as being confidential or proprietary in writing or otherwise, or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary.

3. The purpose of the disclosure of the Confidential Information to the Recipient is:
To seek quotations for Tender / Invitation to Quote
4. The Recipient recognises the Discloser's proprietary right in and to the Confidential Information and agrees to keep secret and confidential and not to copy, reproduce, disseminate, transmit, distribute, publish or otherwise disclose to any third parties, whether before or after the completion of the purpose described in Clause 3, any Confidential Information except in accordance with the terms of this Agreement. The Recipient shall only be permitted to use the Confidential Information exclusively for the Purpose as set out above. Any disclosure of the Confidential Information must be strictly limited to those employees, agents, advisers and sub-contractors who

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reasonably have a need to know such Confidential Information to enable them to carry out their duties to the Recipient.

5. The Recipient shall protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised use, reproduction, dissemination, transmission, distribution, disclosure or publication of the Confidential Information as the Recipient uses to protect its own confidential information.
6. The Recipient shall use its best efforts to ensure that its employees, agents and sub-contractors comply with the restrictions in this Agreement. Any breach by any such person of its obligations of confidentiality shall be deemed a breach by the Recipient of this Agreement. The Recipient shall indemnify and keep the Discloser harmless against all damages, losses, costs or expenses including any special, incidental or consequential damages, legal costs and expenses, arising or resulting from the Recipient's (or its employees', agents' or sub-contractors') breach or non-performance of its obligations under this Agreement.
7. *The obligations of confidentiality under this Agreement do not apply to Confidential Information which:*
 - 7.1 is already known to the Recipient at the time of disclosure;
 - 7.2 is or becomes publicly known or generally available to the public through no wrongful act on the Recipient's part;
 - 7.3 is rightfully received by the Recipient from a third party without breach of any obligation of confidentiality;
 - 7.4 is explicitly approved for release by the prior written consent of the Discloser; or
 - 7.5 is required to be disclosed by the Recipient to a court of competent jurisdiction or an appropriately empowered governmental agency or regulatory body.
8. The Recipient does not acquire any intellectual property rights in the Confidential Information under this Agreement except the limited rights to use the Confidential Information as set out in Clause 2 above.
9. Failure on the part of the Discloser to exercise any right under this Agreement or failure on the part of the Discloser to insist that the Recipient adhere to the strict terms of this Agreement shall not be considered a waiver by the Discloser of its right to demand at a later date strict adherence to the terms of this Agreement.

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10. Any Confidential Information provided to the Recipient will at all times remain the property of the Discloser and must be returned to the Discloser together with any copies taken by or on behalf of the Recipient immediately upon a request by the Discloser. Upon the completion of the purpose described in Clause 3 or upon demand by the Discloser, the Recipient shall return all copies of Confidential Information to the Discloser, and, if required by the Discloser, shall provide written confirmation by a duly authorised officer that it:
 - 10.1 does not have in its possession any copies of the Confidential Information; and
 - 10.2 has not made, given, sold or otherwise disposed of any unauthorised copies of the Confidential Information for/to any other party.
11. The Discloser makes no representation or warranty (whether express or implied) about the accuracy or completeness of the Confidential Information and none of the Discloser, or any of its directors, officers, representatives or agents will have any liability to the Recipient or any other person or entity resulting from the Confidential Information or any use thereof
12. The Recipient acknowledges and agrees that any Confidential Information disclosed to it or its representatives by the Discloser prior to the date of this Agreement shall also be subject to the terms of this Agreement.
13. The Recipient acknowledges and agrees that money damages will not be a sufficient remedy for any breach of this Agreement by it and that the Discloser is entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.
14. The terms of this Confidentiality Agreement may not be amended or modified except by a written instrument executed by the parties hereto.
15. This Agreement shall be governed and construed in accordance with the laws of the Republic of Singapore. The Recipient irrevocably agrees to submit to the exclusive jurisdiction of the courts of Singapore over any claim or matter arising out of or in connection with this Agreement.

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Signed for and on behalf of the Recipient:

Name:

Date:

Signed for and on behalf of the Discloser:

Name:

Date:

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BACKGROUND INFORMATION

1. DETAILS ON COMPANY/FIRM/PERSON

1.1 Name and address:

1.2 Person to Contact :

1.3 Type of Company/Firm: Corporation / Partnership / Sole Proprietorship /Joint Venture

1.4 Type of Business: _____
(Please indicate whether a factory is being operated)

1.5 Registration Number with ACRA: _____
(Please provide a copy of Business/Company profile registered with ACRA)

1.6 Qualification and experience of qualified personnel under your employment:

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2. FINANCIAL INFORMATION

2.1 Financial Information for the last 3 years

Y/E	2018	2019	2020
Annual Turnover \$K			
Net Profit Before Tax \$K			
Paid Up Capital \$K			

(Please attach Balance Sheet, Profit & Loss Statements and Cash Flow statements for the period mentioned above)

2.2 Bankers' Reference:

Name of Bank: _____

Branch: _____

Address: _____

A/C No.: _____