



Open Tender Document: **STPI/2022/005**

**INVITATION TO TENDER FOR THE PROVISION OF  
BUSINESS PROCESS REDESIGN  
CONSULTANCY SERVICE FOR  
SINGAPORE TYLER PRINT INSTITUTE**

**1 Aug 2022**

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## Tender Notice

Tender Ref. No.:	005
Publication Date:	1 Aug 2022
Description:	<b>INVITATION TO TENDER THE PROVISION OF BUSINESS PROCESS REDESIGN CONSULTANCY SERVICE FOR SINGAPORE TYLER PRINT INSTITUTE</b>
Closing Date and Time:	15 Aug 2022 / 1600hrs
Amended Closing Date and Time:	N/A
Offer Validity Duration:	12 calendar month
Tender Box No.:	Submit all tenders via confidential email address: tender@stpi.com.sg Subject: Submission for Open Tender: STPI/2021/005
Publication of Tender Documents:	The tender documents will be made available online: <a href="https://www.stpi.com.sg/join-support/">https://www.stpi.com.sg/join-support/</a>
Contact Person:	Lucinda Seah Tel: 6336 3132 Email: lucinda@stpi.com.sg
STPI does not bind itself to accept the lowest or any Offers and is not under any obligation to inform any Tenderer of the reasons for non-acceptance of an Offer.	

01 Aug 2022

To the Tenderer,

Dear Sir / Mdm,

**INVITATION TO TENDER FOR THE PROVISION OF BUSINESS PROCESS REDESIGN  
CONSULTANCY SERVICE FOR SINGAPORE TYLER PRINT INSTITUTE**

1. STPI Creative Workshop and Gallery (“**STPI**”) invites Tender Offers for the goods and/or services described in detail in the Requirement Specifications and on the terms set out in the Tender Documents as a whole.
2. This Invitation to Tender comprises of the following Tender Documents:  
  
This Covering Letter  
Section A Instructions to Tenderer  
Section B Work Specifications  
Section C Evaluation Criteria  
Section D Conditions of Contract  
Section E Prescribed Forms
3. Refer to the Instructions to Tenderers and the Prescribed Forms for the mode(s) of submission for Tender Offers and the forms to be used. Tenderers must submit their Tender Offers to e-Tender email (**tender@stpi.com.sg**) before the Closing Date & time, which is 15 Aug 2022 / 1600hrs.
4. The Tender Offer will be evaluated based on the Evaluation Criteria set out in Section C.
5. **There will be an online tender briefing at 1000 hrs on 5 Aug 2022.** Attendance is compulsory for all Tenderers intending to submit a Tender Offer. Registration prior to the briefing is required. Tenderers are required to submit names of their representatives via email to [lucinda@stpi.com.sg](mailto:lucinda@stpi.com.sg).
6. Tenderers who wish to seek clarifications on the Tender shall submit their written request via email no later than **7** working days prior to the close of the Tender to “[lucinda@stpi.com.sg](mailto:lucinda@stpi.com.sg)”.
7. STPI does not bind itself to accept the lowest or any Tender Offers.

Yours faithfully,  
Emi Eu  
Executive Director, STPI

## **SECTION A: INSTRUCTIONS TO TENDERERS**

### **1. Definitions**

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

- (a) “**STPI**” means Singapore Tyler Print Institute.
- (b) “**Closing Date**” means the time and the date referred to in the Covering Letter, which is the deadline for submission of Tender Offers.
- (c) “**Invitation to Tender**” means the invitation to participate in this Tender and comprises all the Tender Documents referred to in the Covering Letter.
- (d) “**Tender Offers**” means the submissions made by Tenderers in response to the Invitation to Tender.
- (e) “**Tender Price**” means the total price stated in the Form of Tender for the provision of goods and/or services required under this Invitation to Tender.
- (f) “**Tenderers**” mean the persons invited to submit Tender Offers to provide the goods and/or services required under this Invitation to Tender.
- (g) “**Authorities**” or “**Authority**” means the Singapore Government Authority.

All other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

### **2. Eligibility**

2.1 Tenderers can participate in this Tender only if not under any debarment from any of STPI’s tenders on or after the Closing Date.

2.2 If a Tender Offer is made without explicitly declaring whether the Tenderer is currently under any debarment from any of STPI’s tenders, STPI shall treat the Tender Offer as an express continuing declaration by the Tenderer that the Tenderer is not debarred from participating in STPI’s tenders and eligible to participate in this Tender and, if the aforesaid declaration is discovered to be false, STPI will be entitled to rescind any contracts entered into with the Tenderer pursuant to this Tender, without STPI being liable therefore for any damages or compensation.

2.3 Tenderers who do not meet any critical criteria under the Evaluation Criteria are liable to be disqualified at STPI’s discretion.

2.4 **There will be an online tender briefing at 1000 hrs on 5 Aug 2022.** Attendance is **compulsory** for all Tenderers intending to submit a Tender Offer. Registration prior to the briefing is required. Tenderers are required to submit names of their representatives via email to “[lucinda@stpi.com.sg](mailto:lucinda@stpi.com.sg)”.

### **3. Submission of Tender Offers**

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

<b>The following documents/information shall be submitted</b>
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All documents, information and forms mentioned in <b>SECTION E: PRESCRIBED FORMS</b>
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- 3.2 Tenderers may submit other documents/information apart from those specifically listed under Sub-Clause 3.1 in support of Tender Offers. Such other documents/information may be submitted using any of the mode(s) of submission allowed under Sub-Clause 3.1.
- 3.3 By submitting a Tender Offer, the Tenderer consents to STPI's collection, use, disclosure and processing (including the transmission outside of Singapore) of the personal data (as defined in the Personal Data Protection Act 2012):
- (a) where the Tenderer is an individual, of the Tenderer; or
  - (b) where the Tenderer is an organisation, of its officers, employees, staff, representatives, agents, licensees and third-party sub-contractors,
- for the purposes of assessing the Tenderer's suitability for the provision of goods and/or services required under this Invitation to Tender.
- 3.4 In relation to the personal data of such persons referred to in Sub-Clause 3.3(b) above, the Tenderer warrants that it has obtained their consent for STPI's collection, use, disclosure and processing of such personal data for the purposes highlighted in Sub-Clause 3.3.
- 3.5 Where Tender Offers, or parts of Tender Offers, are submitted using the tender email address, the documents/information/items must contain:
- (a) the Tender reference number (from the Covering Letter);
  - (b) the Closing Date;
  - (c) the tender box number (if any); and
  - (d) the name and address of the Tenderer stated in the email
- 3.6 It will be the responsibility of Tenderers to ensure that electronic submissions are received and acknowledged.
- 3.7 Tender Offers submitted after the Closing Date shall be disqualified.

#### **4. Language**

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

#### **5. Compliance with Instructions and Forms**

- 5.1 Tender Offers are to be submitted according to the instructions contained in, and using any forms prescribed in, the Invitation to Tender.
- 5.2 Any Tender Offers which are not in accordance with the instructions and/or vary any of the prescribed forms are liable to be disqualified at STPI's sole discretion.

#### **6. Validity Period**

6.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period set out in the Form of Tender and during such extension of the period as may be agreed in writing between Tenderers and STPI.

## **7. Withdrawal of Tender Offers**

7.1 Any Tenderers that withdraw Tender Offers after the Closing Date are liable to be debarred from STPI's future tenders.

## **8. Acceptance of Tender Offers**

8.1 STPI shall be under no obligation to accept the lowest or any Tender Offer by a Tenderer.

8.2 STPI shall have the right to accept parts of Tender Offers from one or more Tenderers, except in the case of Tenderers that expressly stipulate to the contrary in their Tender Offers.

8.3 The issuance by STPI of a Letter of Acceptance and/or Purchase Order accepting a Tender Offer or parts of a Tender 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 Tender and to the extent accepted in the Letter of Acceptance and/or Purchase Order. The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract).

8.4 The Letter of Acceptance and/or Purchase Order may be issued to the successful Tenderer(s) by email address of the successful Tenderer(s), as set out in the Tender Offer and such issuance of the Letter of Acceptance and/or Purchase Order shall be deemed effective communication of acceptance of the Tender Offer or parts of a Tender Offer.

8.5 STPI may, at its sole and absolute discretion, require the successful Tenderer(s) to sign a written agreement (as set out in Clause 8).

8.6 STPI is not under any obligation to inform any Tenderer of the reasons for non-acceptance of a Tender Offer.

8.7 The said Tenderer shall, within the time stated in the Letter of Acceptance, submit the Security Deposit (if required and stated in the Tender), Work Injury Compensation, Public Liabilities, Third-Party Risk insurance and such other documents as STPI may require, and execute the Form of Agreement.

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

9.1 All information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of STPI shall remain the property of STPI. Tenderers shall immediately return all or any of the same on written request by STPI or destroy the same (and provide STPI with written confirmation of the destruction having been carried out), within 1 week of the award to the Tender (except in the case of the successful Tenderer).

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 Tenderers pursuant to this Invitation to Tender by or on behalf of STPI belong to STPI or third parties as the case may be.

9.3 Tender Offers and all accompanying documents, plans, drawing, materials or other items that are submitted by Tenderers in response to this Invitation to Tender shall become the property of STPI. However, Intellectual Property reflected or subsisting in the same shall remain vested with the Tenderers or other third parties, as the case may be. This Sub-Clause 9.3 is without prejudice to any provisions to the contrary in the Conditions of Contract that are applicable to the successful Tenderer.

## **10. Alteration, Erasures and Illegibility**

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

## **11. Expense**

11.1 No expense incurred by Tenderers in the preparation of Tender Offers shall be borne by STPI.

## **12. Tender Price and Goods and Services Tax**

12.1 Tenderers must satisfy themselves before submitting any Tender Offers as to the correctness and sufficiency of their Tender Price for the execution and complete provision of all goods and/or services required under this Invitation to Tender. In this regard, Tenderers shall:

- (a) notify STPI in writing of any ambiguity, inconsistency or omission in or between any of the Tender Documents; and
- (b) seek clarification on the same from STPI by the stipulated period, as indicated in the Covering Letter.

12.2 The Tender Price set out in the Tender Offer shall be deemed to have included the delivery of all goods and/or the performance of all services to meet the Requirement Specifications in full. This is so regardless of whether such goods and/or services have actually been listed or priced in any breakdown of the Tender Price or in any other part of the Tender Offer. The price of anything not specifically listed or priced shall be deemed to have been included in the other price(s) actually set out in the Tender Offer.

12.13 The Tender Price and all breakdowns of the same proposed in Tender Offers must exclude any Goods and Services Tax ("GST") chargeable for the supply of goods and/or services required under this Invitation to Tender.

## **13. Clarifications**

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



**14. Demonstration of capabilities**

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

**15. Short listing**

15.1 STPI reserves the right to shortlist Tenderers in accordance with the criteria set out in the Invitation to Tender and give those so shortlisted the opportunity to submit new or amended Tender Offers on the basis of revised requirements on the part of STPI. The submission of new Tender Offers shall be in accordance with a common deadline and new submission instructions issued by STPI in writing.

15.2 The new Tender Offers received based on the revised requirements must be complete and comprehensive and shall form the basis of the final Tender Offer evaluation. All Tender Offers received earlier shall be treated as lapsed.

**16. Confidentiality**

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

**17. Applicable Law**

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

**18. Amendment to Invitation to Tender**

18.1 STPI reserves the right to amend any terms in, or to issue supplementary terms to, the Invitation to Tender at any time prior to the Closing Date.

18.2 Any amendments or issue of supplementary terms to the Invitation to Tender made pursuant to Sub-Clause 18.1 shall be issued through email or STPI's website and it shall be the responsibility of the Tenderers to check their email and facsimile or STPI's website on a frequent basis for any such amendments or issue of supplementary terms to the Invitation to Tender.

18.3 No oral representation shall be:

- (a) accepted or construed as amending or being supplementary to the terms of the Invitation to Tender; or
- (b) binding on STPI.

**19. Notification**

19.1 Tenderers should note that notification may not be sent to unsuccessful Tenderers by STPI.

**20. Disclaimer**

- 20.1 This Invitation to Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. STPI shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate. For the avoidance of doubt, the “information” mentioned in this Sub-Clause 20.1 excludes the Conditions of Contract and Requirement Specifications.

## SECTION B: WORK SPECIFICATION

### 1. Work Scope

1.1 The scope of work is to conduct a Business Process Redesign (BPR) taking a value chain approach from Artwork production, Visiting Artist Programme (VAP), Logistics and Warehouse Inventory to Sales and Events Management, Marketing, PR and Communications, and Customer Services, and Support functions. The objective is to improve the company's competitive advantage in tangible (e.g. increase in sales and income) and intangible ways (e.g. enhanced STPI brand and reputation) while increasing productivity level on all fronts. See Fig 1:



Fig 1: STPI Value Chain

1.2 The Tenderer shall map the current core processes and provide recommendations to improve workflow across the value chain to enhance efficiency and effectiveness. The proposed recommendations would be endorsed by STPI management, and the new enhanced processes would be documented as SOP.

### 2. Description of Work

2.1 The BPR will cover the following activities:

- Process mapping of the company's current business processes in and across the 6 functional areas and the support functions (e.g. Corporate Services including Finance and HR) in Fig. 1.
- Propose improvements to the processes and /or systems if any, to be agreed with STPI's Management.
- Document the improved processes/workflows and Standard Operating Procedures ("SOPs") for each functional area.
- Training for staff to ensure the new processes/workflows are adopted.
- Implementation and review to assess if staff has complied with the new processes and fine-tune if needed.

2.2 Throughout, the Contractor must work collaboratively with staff to strengthen internal buy-in and sustainability of the improved processes. The Contractor needs to be ready to guide and facilitate should staff need assistance and provide administrative support (e.g. consolidating and preparing the manual) to ensure that the project milestones proceed as per timeline.

### 3. Project deliverables

- A set of documentation on current workflows / processes in and across the 6 functional areas;

- b) A set of recommendations to improve workflows in (a) to enhance efficiency (and proposal for system implementation if any)
- c) A set of documentation on the improved workflows/processes and Standard Operating Procedures (“SOP”) for each functional area;
- d) Conduct staff training session/s to implement improved processes; and
- e) Conduct a run-in/ review of the improved process to check for compliance and final fine tuning.

#### **4 Timeline**

- 4.1 A project timeline shall be provided to STPI within **seven (7) days** by the Contractor upon issuance of Letter of Acceptance / Purchase Order. The said schedule shall include all the necessary information on the stages of works and method of application
- 4.2 The project should be completed **within six (6) months after commencement of the Work.**
- 4.3 The Contractor shall discuss the project timeline with STPI and shall adhere to the above deadlines when carrying out the project plan. Any request to revise the timeline is subjected to the STPI’s approval.
- 4.4 The Contractor shall keep proper working papers, with appropriate cross referencing, to document the work done.

## **SECTION C: EVALUATION CRITERIA**

### **1 Critical Evaluation Criteria**

1.1 Tenderers must first satisfy the following critical evaluation criteria before their tender proposal will be considered:

- a) Experienced in carrying out Business Process Redesign for major companies or public institutions (including the Public Service)
- b) Not debarred from participating in any STPI's Tenders
- c) The Tenderer shall not be under the list of companies under the Business Under Surveillance program that are published in the MOM website as at the date and time of tender closing
- d) Submission of Form of Tender
- e) Attended mandatory online briefing
- f) Contractors must quote the price for all items including optional requirements

### **2 Evaluation Approach**

2.1 Tenderers who have satisfied the critical evaluation criteria in Clause 1 will be evaluated based on the following:

<b>Criteria</b>	<b>Score %</b>
<b>1. Competitive Pricing</b>  a) Competitiveness of price tendered with detailed breakdown of fees/costs per item or unit b) Pricing given is in compliance with tender documents	<b>40</b>
<b>2. Quality of plans</b>  Tenderer's ability to understand the Requirement Specifications and the proposed plans, designs or methods that will be used by the Tenderer to undertake the provision of Goods and Services and meet the Requirement Specifications.  a) <u>Comprehensiveness</u> : The proposal covers all aspects of the BPR requirements/ activities, from mapping to run-in of new processes stated in Section B2.1; b) <u>Technical competence</u> : The proposal provides a robust framework and a clear action plan/ methodology for each phase/ activity of the BPR; c) <u>Outcome oriented</u> : The proposal clearly aligns the proposed plans to the stated project deliverables stated in Section B3; d) <u>Sustainability</u> : The proposal demonstrates awareness of the need to sustain the improvements, and has adopted a collaborative approach with staff as stated in Section B 2.2; e) <u>Feasibility</u> : The proposed project schedule is able to deliver within the given timeline as stated in Section B4.	<b>50</b>

<p><b>3. Project Performance Track Records</b></p> <p>Tenderers are to submit performance track record, including but not limited to the followings:</p> <ul style="list-style-type: none"> <li>a) Company profile</li> <li>b) A list of relevant projects undertaken by the Company during the last 5 years including contract period and contract sum.</li> <li>c) Portfolio of the Company's years of relevant experience and expertise to undertake the project in terms of the ability to provide quality product, services and workmanship</li> <li>d) Accreditation of the Project Lead and Key Support personnel, indicating their years of experience handling similar projects</li> <li>e) Examples of projects undertaken for arts &amp; cultural institutions, public institutions, and/or large commercial buildings.</li> <li>f) Testimonials from past projects on successful execution and completion of the projects (if any)</li> </ul>	<p><b>10</b></p>
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## **SECTION D: CONDITIONS OF CONTRACT**

### **1 DEFINITIONS**

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

- (a) "**Background IP**" means IP which is created prior to or independently of this Contract.
- (b) "**Contract**" means the resulting contract between STPI and the Contractor upon the issue of the Letter of Acceptance, such contract including, without limitation:
  - (i) the Tender Notice, Covering Letter, Instructions to Tenderers, Conditions of Contract and Requirement Specifications that are part of the Invitation to Tender;
  - (ii) the Tender Offer (to the extent accepted by STPI 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 Tender. Provided that if this Contract is a period contract where Goods and Services may be ordered from time to time pursuant to Purchase Orders, the Contract Price shall be treated on a Purchase Order basis and shall be deemed to be the Purchase Order Price payable for the Goods and Services specifically ordered under each Purchase Order.
- (d) "**Contractor**" means the successful Tenderer that has been appointed, and awarded this Contract, by STPI.
- (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) "**Foreground IP**" means IP which results from or is generated pursuant to or for the purpose of this Contract.
- (g) "**Force Majeure Event**" means anything outside the reasonable control of a Party, including, but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of a public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, power shortage, ceasing to be entitled to access the internet for whatever reason, server crashes, deletion, corruption, loss or removal of data, transportation embargo or failure or delay in transportation.
- (h) "**Goods**" means all goods, including parts or units thereof, which the Contractor is required to supply under this Contract.

- (i) "IP" or "Intellectual Property" means intellectual property and shall include but not be limited to patents, copyright and industrial design.
  - (j) "STPI" means Singapore Tyler Print Institute, a company incorporated under the Companies Act 1967.
  - (k) "Party" means either STPI or the Contractor, and "Parties" means both STPI and the Contractor.
  - (l) "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 STPI. For the avoidance of doubt, the Contractor is not authorised to enter into any contracts on behalf of STPI.
- 2.3 This Contract:
- (a) Shall come into force and commence on the date the Contractor receives 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.
  - (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 STPI, in its sole and absolute discretion. The Contractor grants STPI the option, at STPI's sole discretion, to extend the contract period for one or more additional periods not exceeding a total of **one (1) month**. The option to extend shall be exercised by written notice. Unless otherwise agreed in writing, the option to extend must be exercised **at least one (1) month** before the expiry of the current contract period.
- 2.4 The whole project is to be completed **within six (6) months after commencement of the Work**.



2.5 The Contractor shall do all things which are necessary for or under, or reasonably to be inferred from, this Contract, even if not specifically set out in this Contract.

### **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 from STPI 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 STPI 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 STPI through a written notice in a form that may be prescribed by STPI in writing; or
- (b) deemed to have been accepted by STPI 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 Tender Offer or as provided as samples (during the Tender process or under this Contract), the particular brand(s)/model(s) must be supplied; provided that different brand(s)/model(s) may be accepted by STPI in writing to replace a particular brand(s)/model(s) (the “**Unavailable brand(s)/model(s)**”), if:

- (a) the Unavailable brand(s)/model(s) is discontinued by the manufacturer and written documentation of this is provided to STPI’s satisfaction; and
- (b) the replacement brand(s)/model(s) provides the same or better functionality and performance as the Unavailable brand(s)/model(s).

### **4 PAYMENT**

4.1 Payment shall be made in accordance with the payment schedule set out in **Para 27 under Section D**, 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; and
  - (b) prejudice any of STPI'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 STPI under this Contract may be deducted by STPI from any monies payable by STPI to the Contractor under this Contract.
- 4.4 STPI 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 STPI, payment shall be made by electronic bank transfer. The Contractor shall provide STPI with all bank account information reasonably required by STPI in order to effect such payment. Each Party shall bear its 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 2001 to enforce any of its terms.

## **6 GIFTS, INDUCEMENTS OR REWARDS**

- 6.1 STPI may terminate this Contract and 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 STPI or for showing or forbearing to show favour to any person in relation to any contract with STPI, 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 any delay in the performance of the Services or the supply of Goods due to any Force Majeure Event, then in any such case, the Contractor shall, for the duration of any such circumstances, not be relieved from any liability for such delays or failures except where that delay or failure is also beyond the Contractor's reasonable control. Any part of the Services or Goods that are not so affected shall continue to be performed in accordance with this Contract. The Contractor shall notify STPI in writing within three (3) business days of the occurrence of a Force Majeure Event, with such written notice including sufficient information on the reasons for the delay or stoppage (and the likely duration), and the Contractor shall take all reasonable steps to overcome the delay or stoppage.
- 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, STPI 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 S\$500 for each day of delay (including Sundays and Public Holidays), as liquidated damages until the delayed Services or Goods are fully performed or supplied; up to a maximum amount of liquidated damages equivalent to 10% of the Contract Price. This maximum amount is based on the aggregate of all liquidated damages imposed for all cases of delay during the entire period of this Contract and is not the maximum sum for each individual case of delay.

7.3 For the avoidance of doubt, if STPI opts to impose liquidated damage under Sub-Clause 7.2(b) and regardless of whether the maximum amount of liquidated damages has been reached, STPI 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 and/or assign any of its rights or obligations under, or the whole or any part of, this Contract without the prior written consent of STPI. In the event that STPI provides its prior written consent, 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, and all of its subsequent variations, 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 Notwithstanding anything in this Contract, in the event of any dispute, controversy or claim (“**Dispute**”) arising out of or relating to this Contract, neither Party shall proceed to any form of dispute resolution unless the Parties have first submitted the Dispute for mediation at the Singapore Mediation Centre (“**SMC**”) in accordance with the SMC’s Mediation Procedure in force for the time being. Either Party may submit a request to mediate to SMC, upon which the other Party will be bound to participate in the mediation within 45 days thereof. Unless otherwise agreed by the Parties, the mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the Parties agree to be bound by any settlement agreement reached.

- 10.3 A Party that receives a written 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 this Contract.

## **11 SUSPENSION OR TERMINATION**

- 11.1 STPI shall, after giving seven (7) days' written notice to the Contractor, have the right to suspend or terminate this Contract if STPI is affected by any Force Majeure Event. Neither Party shall be liable to the other by reason of such suspension or termination, save that STPI shall pay the Contractor the price of the Goods or Services that have been performed and accepted by STPI. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by STPI 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, STPI shall have the unilateral right to terminate this Contract without assigning any reasons whatsoever by giving the Contractor 30 days' written notice. To avoid 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 last day of the 30-day notice period.

## **12 RIGHTS OF SINGAPORE TYLER PRINT INSTITUTE IN THE EVENT OF DEFAULT BY CONTRACTOR**

- 12.1 If any declaration or submission made by the Contractor in its Tender Offer is discovered to be false or inaccurate, STPI shall be entitled, in its sole discretion, to rescind and terminate this Contract or cancel any part of the Goods or Services by written notice, without STPI 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, STPI may issue a written notice of breach or default to the Contractor. The Contractor shall, within seven (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 STPI in writing.
- 12.3 If the Contractor fails to remedy the breach or default or otherwise propose an acceptable solution under Sub-Clause 12.2, the Contractor shall be taken to have repudiated the Contract and STPI 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 STPI shall not be liable to the Contractor for any damages or compensation.
- 12.3 STPI shall be entitled to terminate this Contract or cancel any part of the Goods or Services by written notice without STPI being liable to the Contractor for any damages or compensation, if:
- (a) any proceedings are commenced for the liquidation, dissolution or bankruptcy of the Contractor and the same is not discharged or discontinued within 14 days of its commencement, or if the 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,

and 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 14, STPI 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 (as the case may be) at the time of termination or cancellation. All increased costs incurred by STPI 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 be valid or have any force or effect unless such variation shall have first been made in writing, and then executed by the Contractor and the authorised contract signatory of STPI.

### **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 officers, employees, representatives, agents or third party contractors. If STPI receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees or third party contractors, or to withhold payments from the Contractor in order that STPI may subsequently so pay, any of the said taxes, fees, duties, fines, levies and assessments, the Contractor hereby unconditionally and irrevocably authorises STPI 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 1993*, STPI shall pay to the Contractor the Goods and Services Tax chargeable on the supply of Goods and Services to STPI.
- 14.3 The Contractor shall submit a copy of the Certification of Registration for Goods and Service Tax if requested to do so by STPI in writing.

### **15 GOVERNMENT REGULATIONS**

- 15.1 The Contractor shall, at its own costs, obtain and maintain at all times during the continuance of this Contract, all licences, permits, authorisations or certifications required, without any restrictions or qualifications whatsoever, so as to enable the Contractor to fulfil all its obligations under this Contract.

### **16 INDEMNIFICATION**

- 16.1 The Contractor shall fully indemnify and hold STPI and its affiliates, and their respective officers, employees, representatives and/or agents harmless from and against:

- (a) any and all damages, costs, losses and/or liabilities arising out of any claim, demand, action and/or proceeding made by any officer, director, employee, workman, representative or agent of the Contractor or any sub-contractors or suppliers of the Contractor, pursuant to the performance of this Contract, as well as any related costs, charges and expenses incurred by STPI;
- (b) any and all losses, costs, damages, liabilities and/or expenses whatsoever (including, but not limited to, all legal costs on a full indemnity basis) that STPI may incur or suffer in connection with or arising under the Contract; and
- (c) any and all losses, costs, damages, claims (including, without limitation, claims under workers' compensation), demands, actions, proceedings, liabilities and expenses whatsoever (including, without limitation, all legal costs on a full indemnity basis), which arise from any personal injury, death or property loss or damage attributed to, or caused by, the materials and/or the Services supplied by the Contractor pursuant to the Contract.

16.2 This Clause 16 shall not apply where the damages, costs, losses and/or liabilities suffered by STPI are a direct result of the gross negligence or wilful default of STPI.

## **17 CONTRACTOR'S PERSONNEL**

17.1 The Contractor shall replace its personnel (inclusive of the personnel of any sub-contractor or agents) within five (5) days from the date of the written notice from STPI 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 17.1 shall be determined at the sole discretion of STPI.

17.2 The Contractor shall ensure that:

- (a) there is full compliance by the Contractor and its employees, sub-contractors and agents with all the rules and regulations of STPI's buildings and premises or the buildings and premises belonging to third parties where the Services have to be performed or the 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 STPI or third parties (as the case may be) at the Sites; and
- (c) There is compliance by the Contractor and its employees, sub-contractors and agents with all reasonable directions or instructions of STPI or third-party supervisors or managers at the Sites.

17.3 If the Contractor's Tender Offer states that the Services or parts of the 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 STPI 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 Service.

## **18 CONFIDENTIALITY**

18.1 The Contractor agrees that STPI has a legitimate interest in maintaining confidentiality regarding this Contract or any of its provisions or any information issued or furnished by or on behalf of STPI in connection therewith, or any other agreements, documents and/or transactions referred to or contemplated herein. Except with the written consent of STPI, 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 STPI in connection with this Contract to any person.

18.2 In addition, the Contractor shall not, without the prior written consent of STPI, make use of any information obtained directly or indirectly from STPI, 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.

18.3 The Contractor shall not publish this Contract (or any provisions herein), nor shall it allow, or suffer the publication 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 this Contract in any media without the prior written consent of STPI. For the avoidance of doubt, this restriction includes any citation that STPI is or was a customer of the Contractor.

18.4 The Contractor hereby also agrees and undertakes, and shall ensure that all of its directors, officers, employees, agents and subcontractors agree and undertake, to use and/or disclose any personal data (as defined in the Personal Data Protection Act 2012 ("PDPA")), as disclosed to it by STPI, solely for the purposes for which such personal data has been disclosed to the Contractor (or the Contractor's director, officer, employee, agent or subcontractor, as the case may be) 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 STPI and undertakes to indemnify STPI for any breach of this warranty that would cause STPI to be in breach of the provisions of the PDPA.

18.5 The Contractor shall not cause or permit personal data held by the Contractor in connection with this Contract to be transferred out of Singapore, or allow parties outside Singapore to have access to it, without the prior written consent of STPI, except where it is necessary to fulfil the Contractor's obligations under this Contract. Any request for STPI's consent under this Sub-Clause 20.5 shall include an explanation as to why the proposed transfer is necessary for the purposes of fulfilling the Contractor's obligations under this Contract. If consent is granted, the Contractor shall provide a written undertaking that the personal data that is transferred out of Singapore will be protected at a comparable standard as it is protected under the PDPA and that the terms of the PDPA (and all of its subsidiary legislation) have, with respect to the transfer of personal data out of Singapore, been fully complied with.

18.6 The Contractor shall immediately inform STPI in writing when the Contractor becomes aware of a breach of the Contractor's obligations under this Clause 18, in relation to any personal data held by the Contractor in connection with this Contract.

## **19 STPI'S REPRESENTATIVE**

- 19.1 STPI shall appoint one or more persons (each, a “**Representative**”) to supervise and liaise with the Contractor for the purposes of this Contract. Each Representative shall be as named in the Requirement Specifications or otherwise through written notifications.
- 19.2 All instructions, directions, notices, consents, approvals or waivers that may be given at STPI’s discretion under this Contract shall not be binding on STPI unless given in writing or under the hand of a Representative.
- 19.3 For the avoidance of doubt, a Representative cannot vary this Contract unless the Representative concerned is also an authorised contract signatory for STPI.

## **20 PROJECT MANAGEMENT**

### **20.1 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 STPI, 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 STPI to contact for the provision of all the Goods or Services.
- (b) If required under the Requirement Specifications or otherwise agreed in writing by STPI, more than one (1) Project Office shall be set up.

### **20.2 Project Manager**

- (a) The Contractor shall designate a Project Manager, and the Project Manager shall be primarily responsible for directing and coordinating all of the Contractor’s obligations under this Contract. The Project Manager shall be deemed to be the Contractor’s agent in all dealings with STPI and all actions of the Project Manager shall be binding on the Contractor.
- (b) Each Representative 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 the Project Manager duties and functions.
- (c) If required under the Requirement Specifications or otherwise agreed in writing by STPI, more than one (1) Project Manager shall be designated.

### **20.3 Implementation Plan**

Unless otherwise agreed by STPI in writing:

- (a) within seven (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 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.

#### **20.4 Progress Reports & Meetings**

- (a) Each Representative 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 such Representative. Each Representative may, at that 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 STPI to make any claims against the Contractor if the terms of this Contract are not met.
- (b) Each Representative shall have the right to call for progress meetings from time to time and/or on regular weekly or other intervals as may be determined by the Representative. During such meetings, the Project Manager shall attend and report to the Representative on the completion of the Services and delivery of the Goods. The progress meetings shall be held at venues chosen by the Representative.
- (c) The Contractor shall notify each Representative of any expected delay in the performance of this Contract. The Contractor shall refer immediately to each Representative 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.

#### **21 CUMULATIVE REMEDIES**

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

#### **22 WAIVERS**

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

#### **23 WARRANTY (APPLICABLE ONLY IF REQUIRED UNDER THE REQUIREMENT SPECIFICATIONS)**

- 23.1 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 STPI. The length of the warranty period shall be twelve (12) months, unless another period is specified in the Requirement Specifications.
- 23.2 Where, during the warranty period, any of the Goods:
  - (a) is found to be defective in design, materials or workmanship; or
  - (b) is found to not be 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,

the Contractor shall, at its own expense (including transportation costs), at the written notification by STPI, replace, rectify or completely repair the damaged or defective Goods. The Contractor may, *in lieu* of rectification or repair, elect to replace the damaged or defective Goods within five (5) days of the date of the written notification.

**24 TITLE AND RISK**

- 24.1 Title to the Goods shall pass from the Contractor to STPI upon receipt by STPI in Singapore.
- 24.2 The risk of loss or damage to the Goods shall pass from the Contractor to STPI upon receipt by STPI of the Goods in Singapore, PROVIDED that the 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 STPI.

**25 SEVERABILITY**

- 25.1 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, which shall continue in full force and effect.

**26 RETURN OF DOCUMENTS AND OTHER ITEMS**

- 26.1 Within 14 days from the date 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 STPI;
- (b) were received from STPI; or
- (c) were produced pursuant to this Contract.

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

**27. PAYMENT SCHEDULE FOR CONTRACTOR**

- 27.1 The payment schedule shall be as follows:

S/N	Description	Payment Arrangement/ Milestones
1	Upon delivery of final deliverables and endorsement	Contractor to seek confirmation from STPI on satisfactory completion of deliverables, before submitting invoice via email.

	of SOP/ blueprint by STPI (100%)	STPI will process payment within 30 working days upon receipt of invoice.
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**SECTION E: PRESCRIBED FORMS**

<b>Ensure all the required Prescribed Forms are attached with this Tender Document.</b>		
<b>Prescribed Form No.</b>	<b>A complete set of Prescribed Forms should include the followings:</b>	<b>Yes/No (If differs, state reasons)</b>
<b>E1</b>	Schedule of Persons Empowered to Act	
<b>E2</b>	GST Status	
<b>E3</b>	List of Relevant Track Record in the Last 5 Years	
<b>E4</b>	Information on Major Shareholders	
<b>E5</b>	Form of Tender	
<b>E6</b>	Schedule of Pricing (Main Quotation)	
While there are no prescribed forms for these, all bidders must submit these documents.	Company ACRA	
	3 years of company financial records	
	Submission of samples, brochures and catalogues that corresponds to the submitted tender prices.	
	Any other supporting documents/materials	

**PRESCRIBED FORM E1. 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 15 of the Instructions to Tenderers must also be attached.

**PRESCRIBED FORM E2. GST STATUS**

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

(\*delete as appropriate)

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

**PRESCRIBED FORM E3. 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	

**PRESCRIBED FORM E4. 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



**PRESCRIBED FORM E5: FORM OF TENDER**

To: STPI  
41 Robertson Quay Singapore  
238236

Name(s) of Tenderer(s): <sup>1</sup>  
Address

Attn:

**TENDER NO:**

1 We, \_\_\_\_\_ <sup>2</sup> (Company 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 declare that all the information provided in this Tender Offer (including in the Prescribed Forms) are correct and true.

4 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 Acceptance and/or Purchase Order shall constitute a binding contract between us on the terms of the Contract as defined in the Conditions of Contract.

5 OUR TENDER OFFER IS VALID FOR 6 CALENDAR MONTHS FROM THE CLOSING DATE OF THIS TENDER.

6 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.

7 Our Contract Price for the goods and/or services to be supplied by us is SGD \$ \_\_\_\_\_ (Singapore dollars).

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

<sup>2</sup> If the Tender offer is submitted by a consortium, the Lead Member of the consortium shall submit the Tender on 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, and 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) ..."

8 An itemized breakdown of the Contract Price for the goods and/or services is given in the priced schedule attached.

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

10 We warrant, represent and declare that we are duly authorized to submit, sign this Tender Offer, receive instruction, give any information, accept any contract and act for and on behalf of \_\_\_\_\_ <sup>1</sup>(Insert Name of firm, company or consortium).

Dated this \_\_\_\_\_ (day) of \_\_\_\_\_ (months) \_\_\_\_\_ (year)

Tenderer's (as \*Principal/Agent)  
Company or Business Registration No:

Tenderer's official  
Stamp:

\_\_\_\_\_  
Authorized  
Signature<sup>2</sup> Name &  
Designation:

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

<sup>1</sup> 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) ..."

<sup>2</sup> The Lead Member's registration number, official stamp and authorised signature must be provided.

**PRESCRIBED FORM E6: SCHEDULE OF PRICING (MAIN QUOTATION)**

S/N	Description	Quantity	Unit Rate (Per Month/ Before GST) S\$	Total Price (Per Month/ Before GST) S\$
1	<p style="text-align: center;"><b>INVITATION TO TENDER THE PROVISION OF BUSINESS PROCESS REDESIGN CONSULTANCY SERVICE FOR SINGAPORE TYLER PRINT INSTITUTE</b></p> <p>1. Manpower</p> <p>2. Others</p>			
	<p><b>Contract Price</b> (excluding Singapore Goods and Services Tax)</p> <p>Carried Forward to Form of Tender</p>			