



MOESCHETQ22002693
10 June 2022

Dear Sir/Madam

INVITATION TO QUOTE (“ITQ”) FOR ICT TRAINER cum AV and MEDIA SUPPORT STAFF

The Government of the Republic of Singapore c/o the Ministry of Education as the owner of Beatty Secondary School (the “Authority”) would like to invite you to quote for the provision of the above-mentioned service. The scope and details of the requirements are set out in Part 2 (Requirement Specifications) of this ITQ.

2. All quotations, including Annex A (Price Schedule) and the documents listed in paragraph 2.1 of Part 3 (Instructions and Evaluation Criteria) of this ITQ, are to be submitted electronically through **GeBIZ** by **20 June 2022, 1300 hours**. The Authority will not accept late submissions or submissions submitted through other means.

3. All quotations shall comply with the terms and conditions as set out in this ITQ. The Authority shall be under no obligation to accept the lowest or any quotation. The Authority further reserves the right to accept such portion of each quotation as the Authority may decide.

4. All queries in regard to this ITQ should be directed to Florence Ng at chan_hui_lian@btyss.moe.edu.sg or at contact number 62569108.

Yours faithfully

Florence Ng
HOD ICT, Beatty Secondary School
FOR THE PERMANENT SECRETARY
MINISTRY OF EDUCATION

PART 1 - QUOTATION TERMS AND CONDITIONS OF CONTRACT

Should your proposal be accepted, the Terms and Conditions as set out in this Part and the terms and conditions in the GeBIZ Terms and Conditions shall govern the Contract between you and the Authority.

1. DEFINITIONS

In these Terms and Conditions of Contract, unless the context otherwise requires:

(i) "Authority" means the Government of the Republic of Singapore as represented by the Ministry of Education, and includes any officer authorised by the Authority to act on its behalf.

(ii) "Contract" includes the Authority's ITQ Message in GeBIZ, these Quotation Terms and Conditions of Contract, the Requirement Specifications, the Contractor's offer and price proposal (submitted through GeBIZ), and the Letter of Acceptance and Order Reference issued by the Authority to the Contractor for the performance of the Services.

(iii) "Contract Price" means the price exclusive of the Singapore Goods and Services Tax payable to the Contractor for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract and in law.

(iv) "Contractor" means the successful supplier who has been awarded the Contract by the Authority.

(v) "Parties" means both the Authority and the Contractor, and "Party" means either the Authority or the Contractor.

(vi) "Services" means the work which the Contractor is required to perform under the Contract.

2. SCOPE OF CONTRACT

2.1 The Contractor shall perform the Services in accordance with the Contract.

3. DELIVERY

3.1 The Contractor shall perform the Services in the manner specified in the Contract, including the Requirement Specifications.

4 DELIVERY DATES

4.1 Time is of the essence with regard to the Delivery Date(s) as set out in the Requirement Specifications. The Contractor shall obtain the prior written approval of the Authority for any extension of the Delivery Date(s).

5. PAYMENT

5.1 Within thirty (30) days from the date of invoice or date of receipt of invoice of any Services performed in accordance with Clause 3.1 and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be specified by the Authority, the Authority will make payment to the Contractor of the full value of all Services so performed provided that such payment shall be pro-rated to take into account any shortfall in Services performed and no payment shall be considered as evidence of the quality of any Services to which such payments relates.

6. RIGHTS OF THIRD PARTIES

6.1 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

7. SUB-CONTRACTING AND ASSIGNING

7.1 The Contractor shall not sub-contract or assign the Contract without the prior written consent of the Authority.

8. SUSPENSION OR TERMINATION

8.1 The provisions of this Clause 8 shall be in addition to and not in derogation of any other provisions in the Contract entitling the Authority to terminate the Contract. For the avoidance of doubt, any suspension or termination under this Contract shall be without prejudice to any accrued rights and remedies available to the Authority under this Contract as at the date of suspension or termination.

8.2 The Authority shall, after giving seven (7) days prior written notice to the Contractor, have the right to suspend or terminate the Contract if the Authority 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 the Authority shall pay the Contractor the price of the Services performed as at the date of written notice of termination or suspension. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Authority to the Contractor by reason of the Contract.

8.3 The Authority may terminate this Contract forthwith by written notice to the Contractor:

- (a) where the Contractor is a company, if the Contractor has a receiver or liquidated appointed, or a resolution for winding up (other than for the purpose of amalgamation or reconstruction) has been passed, or the Contractor is subject to a court order having the same effect;
- (b) where the Contractor is a partnership, if the Contractor has dissolved or has a bankruptcy order made against it;
- (c) where the Contractor is an individual, if the Contractor is adjudged bankrupt by a court of competent jurisdiction, or dies;

- (d) if the Contractor enters into a composition or similar arrangement with its creditors or becomes insolvent; or
- (e) if the Contractor is debarred from participating in public sector tender.

9. GIFTS, INDUCEMENTS AND REWARDS

9.1 The Authority may terminate the 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 the Contract with the Authority or for showing or forbearing to show favour to any person in relation to any Contract with the Authority, 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 the Authority 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* (Cap. 224) or under the *Prevention of Corruption Act* (Cap. 241) 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* (Cap. 224) or under the *Prevention of Corruption Act* (Cap. 241).

10. VARIATION

10.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of the Authority.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

11.1 The Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose and the Parties agree to submit to the exclusive jurisdiction of the Singapore courts.

11.2 For the avoidance of doubt, until the Authority issues a Letter of Acceptance, this document (i) is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Services from any supplier; and (ii) shall not be construed as providing or implying that a contract will be entered into with any supplier.

12. NOT IN USE

13. RIGHTS OF THE AUTHORITY IN THE EVENT OF DEFAULT BY THE CONTRACTOR

13.1 The Authority shall, without the Authority being liable therefor in damages or compensation, have the right to terminate the Contract or cancel any item of Service from the Contract by written notice to the Contractor if the Contractor commits a breach of its contractual obligations under the Contract that is incapable of remedy, or where the breach is capable of remedy, the Contractor does not remedy the breach within fourteen (14) days of being served with a

written notice from the Authority to do so. The termination or cancellation shall take effect from the date of the notice of termination or cancellation, as the case may be.

13.2 For the avoidance of doubt, the parties may, at any time, terminate the Contract by mutual written agreement.

14. WAIVER

14.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing or exercising any right, power, privilege, claim or remedy, which is conferred by the Contract, at law or in equity, or arises from any breach by any of the other Parties of the Contract, be deemed to be or be construed as, (i) a waiver thereof, or of any other such right, power, privilege, claim or remedy, in respect of the particular circumstances in question, or (ii) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter.

14.2 Any waiver (whether effected by a positive waiver or by a delay or failure in enforcement) by any Party hereto of its right, in any instance, to require compliance with any of the provisions of the Contract by the other Party shall not prevent the first-mentioned Party (subject to reasonable notice where a positive waiver has been granted) subsequently requiring such compliance in respect of that instance by the other Party.

15. SET-OFF

15.1 Whenever under this Contract any sum of money (including any applicable liquidated damages and any other damages) shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other agreement with the Authority.

16. CUMULATIVE RIGHTS AND REMEDIES

16.1 The rights and remedies of the Parties under the Contract are cumulative and are in addition and without prejudice to any rights or remedies a Party may have at law or in equity. Further, no exercise by a Party of any one right or remedy under the Contract shall operate so as to hinder or prevent the exercise by it of any other right or remedy under the Contract, or any other right existing at law or in equity.

17. ENTIRE AND WHOLE AGREEMENT

17.1 The Contract contains the entire and whole agreement between the Parties and supersedes all prior written or oral commitments, representations, arrangements, understandings or agreements between them.

18. REPRESENTATIONS

18.1 The Contractor acknowledges and accepts that the Authority relies on the skill and judgment of the Contractor and also upon the accuracy of all representations and statements made and advice given by the Contractor in the delivery of the Services under the Contract.

19. INDEMNIFICATION OF AUTHORITY AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES

19.1 In the event of the Authority (including for this purpose every officer and department thereof) being held liable for damages arising out of any claim by any workman or employee employed by the Contractor in and for the performance of the Contract, the Contractor shall indemnify the Authority, its officers or agents against such claim and any costs, charges and expenses in respect thereof PROVIDED the same is not caused by the gross negligence or wilful default of the Authority, its officers or agents.

20. SEVERABILITY

20.1 In the event any provision of the Contract is determined to be illegal, invalid or unenforceable, all other provisions of the Contract shall continue in full force and effect.

21. CORRESPONDENCE

21.1 Any notice, request, waiver, consent or approval shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand or by prepaid registered post or by fax to the Party to which it is required or permitted to be given and made at such Party's proper address or facsimile numbers, as follows:

- (a) in the case of the Contractor, the address and contact numbers as set out in the quotation;
- (b) in the case of the Authority, the following address and contact numbers:
1 Toa Payoh North, Singapore 318990
Tel: 62569108
Fax: 62542284

21.2 Either Party may change the address and contact numbers referred to above by giving the other Party notice in writing.

22. GOVERNMENT REGULATIONS

22.1 The Contractor shall comply with all the requirements of all relevant local authorities constituted under any written law for the time being in force.

22.2 The Contractor shall at its own costs, obtain and maintain all licences and authorisations required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

23. INCONSISTENCY OR CONFLICT BETWEEN REQUIREMENT SPECIFICATIONS AND CONTRACTOR'S PROPOSAL

23.1 In the event of any inconsistency or conflict between any part of the Requirement Specifications and the Contractor's offer and price proposal, the Requirement Specifications shall prevail.

A1. MEDIATION

A1.1 Notwithstanding anything in the Contract, in the event of any dispute, controversy or claim arising out of or relating to the Contract, no Party shall proceed to any form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause if they have gone through at least one mediation session at the Singapore Mediation Centre.

A1.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause A1.1.

A1.3 Failure to comply with Clause A1.1 and A1.2 shall be deemed to be a breach of contract.

A2. CONFIDENTIALITY AND SECURITY

A2.1 Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof, or any purchases made pursuant to the Contract, or any information issued or furnished by or on behalf of the Authority in connection therewith to any person.

A2.2 In addition to the foregoing, the Contractor shall not, and shall ensure that its employees shall not, make use of any information obtained directly or indirectly from the Authority or compiled or generated by the Contractor in the course of the Contract which pertains to or is derived from such information, other than for the purposes of the Contract, without the prior written consent of the Authority.

A2.3 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 the Authority.

A2.4 The Contractor shall indemnify the Authority for all the costs and expenses of enforcing Clauses A2.1, A2.2 and A2.3 against the Contractor, including the costs of any court proceedings and the costs and expenses (including the time expended by management personnel and other personnel to deal with the unauthorised disclosure of information) of measures taken or to be taken to deal with the unauthorised disclosure of information.

PART 2 – REQUIREMENT SPECIFICATIONS FOR MANPOWER SERVICES

General Information	
Name of Authority	Beatty Secondary School
Location Address	1 Toa Payoh North, Singapore (318990)
Contact Person	Florence Ng
Email Address	chan_hui_lian@btyss.moe.edu.sg
Phone no	62569108
Fax no	62542284
Requirement Specifications	
ITQ Description	Supply of Manpower Services (the “Services”)
Objective	<p>The Contractor shall provide the Services by deploying one competent personnel (“Personnel”) to support the ICT Training and Administration of Beatty Secondary School.</p> <p>The Contractor is required to submit together with its offer and price proposal the CVs of Personnel to be deployed. Only submitted CVs will be considered when evaluating the Contractor's offer and price proposal.</p>
Duration of Service	<p>Contract Period: From 1 July 2022 to 31 December 2023</p> <p>Personnel to be deployed at the following hours:</p> <ul style="list-style-type: none"> • Mondays to Fridays: <u>8:00am to 5:00pm</u>, inclusive of 1hr lunch break. • Service may be required on some Saturdays. • Service not required on Sundays and gazetted public holidays.
Scope of Services	<p>The Services required are set out as follows:</p> <p>ICT & MULTIMEDIA SUPPORT</p> <ol style="list-style-type: none"> 1. The candidate has knowledge on multimedia application and ability to conduct computer training for student in the area of MS Office Suite, Media Literacy, Videography and Photography. The candidate has the ability to train students of various levels on information literacy and online tools/ platforms that can be used for collaboration and Project Work and Microsoft Suite. 2. The candidate should assist in ICT-related training for the Infocomm Club as well as ICT Student Leaders. 3. The candidate is able to assist the teachers in the resource creation of contents and conduct training workshops for staff and students. 4. The candidate is able to support in terms of Photography & Videography (filming & editing) as assigned by the school. 5. The candidate is able to archive, manage and organise the school's media collection. 6. The candidate is able to provide student services support in the area of students' personal learning device (PLD) and device management applications (DMA). 7. The candidate is able to support in terms of school website design & maintenance. 8. The candidate is able to support the AV needs of the school and maintain the AV assets. 9. To cover the duties of the school ICT Associate when required.

Qualification, Skill & Experience of the Contractor's Personnel	<p>The Personnel shall minimally have the following qualifications, skills and experience:</p> <ul style="list-style-type: none"> - To have a Diploma in the IT-related discipline or its equivalent - Should have preferably at least 1 year experience working in a local government school - Should have preferably at least 1 year experience working with students from a local government school - Proficient in photography and video making - Proficient in MS office, Teams & in any photo video editing suites. - Proficient in the use of iPad and Apple ecosysytem and accessories. - Preferably with experience in handling AV equipment in a classroom and sound system in a hall
Deployment & Replacement of Personnel	<p>The deployment of the Personnel by the Contractor shall be subject to the prior approval of the Authority. Upon the Authority's approval of the Personnel, the Personnel, as an employee of the Contractor, shall provide the Services as required by the Authority throughout the entire duration of the Contract.</p> <p>(a) <u>Vacation and Ordinary Sick Leave</u></p> <p>The Contractor may propose the amount of paid Vacation Leave ("VL") and Ordinary Sick Leave ("OSL") for the Personnel (the "Leave Proposal"), the cost of which shall be subsumed within the Contract Price. Such Leave Proposal shall be stated upfront and explicitly in the Contractor's proposal. Apart from the VL and OSL, any other types of leave (including, but not limited to, hospitalisation, childcare and maternity leave) shall not be included within the Contract Price, and the Contractor shall be responsible for all costs and expenses associated with such other types of leave.</p> <p>The Authority shall have full discretion to approve any request by the Personnel to take VL and OSL during the course of the Contract for the performance of the services.</p> <p>(b) <u>Permanent Replacement</u></p> <p>In the course of the Contract, if the Authority, in its absolute discretion, deems the deployed Personnel to be unsuitable, incompetent or under-performing, or if the Personnel resigns or is terminated before the end of the Contract Period, the Contractor shall find a suitable permanent replacement based on the Requirements Specifications for the Authority to consider within 14 days working days at no extra cost to the Authority.</p> <p>(c) <u>Temporary Replacement</u></p> <p>If, other than the VL and OSL mentioned above, the Personnel undergoes a period of leave of absence mandated by any written law, the Contractor shall, at the request of the Authority, temporarily replace the Personnel with another person (the "Temporary Personnel") to provide the required Services under the Contract without any additional costs to the Authority. The deployment of the Temporary Personnel by the Contractor shall also be subject to the prior approval of the Authority.</p>
Legislation and Regulations	<p>The Contractor shall fully comply with and adhere to all relevant legislation and regulations, including but not limited to the Employment Act and related subsidiary legislation, and all costs associated with the compliance with and adherence to any relevant legislation or regulations shall be borne by the Contractor.</p>
Billing Instructions	
Invoice Submission	<p>All invoices shall be submitted electronically on a <u>monthly</u> basis.</p> <p>Please refer to https://app.vendors.gov.sg/Index.aspx for electronic submission of invoice.</p>

Additional Instructions	<p>Where the Personnel has not been approved to take VL or OSL and services are not rendered due to the absence of the Personnel or any Temporary Personnel, the monthly payment shall be pro-rated based on the number of working days in which the Services are provided.</p> <p># By way of illustration: Excluding Saturdays, Sundays and gazetted public holidays, there are 21 working days in January 2014. The deployed Personnel did not apply for any VL/OSL in January 2014 but did not report for work for 3 working days in January 2014, and there was no Temporary Personnel to perform the Services during those 3 days.</p> <p>The pro-rated payment due to the Contractor for the month of January 2014 $= (21 - 3)/21 \times \text{Monthly Service Fee}$</p>
Additional Remarks	

PART 3 - INSTRUCTIONS AND EVALUATION CRITERIA

1. CONTRACT PRICE

1.1 The rates quoted in the Price Schedule as set out in Annex A shall be deemed to include, but not limited to, the supply of all necessary materials, labour, tools, travelling expenses, transport expenses, plant, cartage, and consumable items, spare parts, supplier's overheads and profits, costs for compliance with relevant legislation and regulatory requirements, administrative costs, benefits and remuneration (save for those excluded by the Requirement Specifications), and all associated Services as stipulated in the ITQ and shall remain firm in this ITQ. The supplier shall cater for all reasonable risks and expense in his pricing.

1.2 Suppliers are advised to adopt the National Wage Council's recommendations on wage increment for their Personnel and to factor such wage increases into any rates quoted in the Price Schedule.

2. SUBMISSION OF QUOTATION

2.1 The supplier shall submit his proposal price (excluding Goods and Services Tax) through GeBIZ and shall submit the following documents as attachments in GeBIZ for evaluation:

- (a) The completed Price Schedule as set out in Annex A;
- (b) Details of the proposed Personnel to be deployed to the Authority (the "Candidates") including, but not limited to the following:
 - (i) Curriculum vitae of each Candidates;
 - (ii) The qualifications of each Candidate (e.g. number of years of experience in administration, skills and ability to use relevant IT systems, etc).
 - (iii) Relevant supporting documents (e.g. educational qualification certificates/transcripts, testimonials, etc).
- (c) Such other documents as may be required in the Requirement Specifications in Part 2.

2.2 Any alternative proposal by a supplier, such as (but not limited to) additional Candidates with differing service fees or prices, shall be submitted through the "add alternative response" feature in GeBIZ and shall comply with Clause 2.1.

2.3 Failure on the part of any supplier to comply with Clause 2.1 shall entitle the Authority to disregard his proposal.

2.2 Validity Period: The quotation shall remain valid for acceptance for 3 calendar months upon the closing date of this ITQ and during such further period

as may afterwards separately be agreed to in writing by the supplier at the request of the Authority.

3. EVALUATION CRITERIA

3.1 The Authority may request Candidates to attend an interview for the purposes of assessing their suitability.

3.2 The Authority may disregard any supplier's proposal if the Candidate fails to attend any interview required by the Authority.

3.3 The quotation shall be evaluated based on the evaluation criteria stated in Annex B

4. GOODS AND SERVICES TAX ("GST")

4.1 Supplier shall not include in the rates and prices proposed in his quotation, the Singapore GST chargeable for the performance of Services required in this ITQ. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Services.

4.2 If the supplier is a taxable person under the Goods and Services Tax Act (Cap. 117A), the Authority will pay the supplier, in addition to the rates and prices proposed, the GST chargeable on the supply of Services provided pursuant to this ITQ.

5. GST REGISTRATION

5.1 The supplier shall declare his GST status in his quotation. He shall clearly indicate whether he is, or whether he will be, a taxable person under the Goods and Services Tax Act (Cap.117A). He shall, if available, furnish the GST registration number to the Authority.

6. NOTIFICATION

6.1 Notification will not necessarily be sent to unsuccessful suppliers.

7. OTHER CONDITIONS

7.1 The Authority shall be under no obligation to accept the lowest or any quotation. The Authority reserves the right to accept the quotation in whole or in part.

ANNEX A**Price Schedule**

1. For each proposal (i.e. each Candidate), the supplier shall quote his proposal price in the following format:

Base Proposal: For Candidate X

S/N	Designation	Qty	UOM	Unit Proposal Price (\$\$)	Total Proposal Price (\$\$)	Remarks
1.	<u>Firm Requirement:</u> Supply of Manpower Services from 1 July 2022 to 30 Dec 2023	18	Month			<ul style="list-style-type: none">• No. of Vacation Leave: ____• No. of Ordinary Sick Leave: ____

Alternate Proposal: For Candidate Y

S/N	Designation	Qty	UOM	Unit Proposal Price (\$\$)	Total Proposal Price (\$\$)	Remarks
1.	<u>Firm Requirement:</u> Supply of Manpower Services from 1 July 2022 to 30 Dec 2023	18	Month			<ul style="list-style-type: none">• No. of Vacation Leave: ____• No. of Ordinary Sick Leave: ____

The prices of any Alternate Proposal are to be submitted in GeBIZ using the "Add Alternative Response" feature in the GeBIZ system.

2. When submitting their proposals, suppliers shall ensure that such proposals comply with Clause 1 of Part 3 of this ITQ.

ANNEX B

Evaluation Criteria

Bidders' proposals shall be evaluated based on the following evaluation criteria:

Critical Evaluation Criteria

Proposals that do not meet the critical evaluation criteria shall be excluded from further evaluation.

- Submission of Candidate's CV
- Submission of cost as per pricing format
- Submission of Company's experience in Manpower services
- Candidate must be registered with Ministry of Education (MOE)

Other Evaluation Criteria

Shortlisted vendors are evaluated in accordance to the following criteria and weightages:

- Suitability of candidate (50%)
 - Experience
 - Qualification
 - Skills
- Price Consideration (40%)
- Company's experience in Manpower services (10%)