

**Open Tender: Tender Document**



**INVITATION TO TENDER FOR A 1 + 1 + 1 TERM  
CONTRACT FOR THE SUPPLY AND MANAGEMENT OF  
STRUCTURAL SET-UP & TEAR-DOWN FOR MULTIMEDIA  
PROJECTION FOR LIGHT TO NIGHT (LTN) SINGAPORE  
FOR NATIONAL GALLERY SINGAPORE**

**SEPTEMBER 2024**

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## Tender Notice

Tender Ref. No. :	TG/ITT/2024/0014
Publication Date :	19 Sep 2024
Description :	INVITATION TO TENDER for A 1 + 1 + 1 TERM CONTRACT FOR THE SUPPLY AND MANAGEMENT OF STRUCTURAL SET-UP & TEAR-DOWN FOR MULTIMEDIA PROJECTION FOR LIGHT TO NIGHT (LTN) SINGAPORE FOR NATIONAL GALLERY SINGAPORE
Closing Date and Time :	4 October 2024, 4pm
Offer Validity Duration :	3 calendar months
Tender Box No. :	Tenderers to submit their proposal(encrypted) to mailbox: tender.submission@nationalgallery.sg
Publication of Tender Documents:	<p>The tender notice will be made available from <b>19 September 2024</b> at National Gallery Singapore website: <a href="http://www.nationalgallery.sg/business-opportunities">http://www.nationalgallery.sg/business-opportunities</a>.</p> <p>Annex B and C will be provided to companies that sign the NDA provided to <a href="mailto:nurulhuda.hamadi@nationalgallery.sg">nurulhuda.hamadi@nationalgallery.sg</a> and <a href="mailto:huiting.koh@nationalgallery.sg">huiting.koh@nationalgallery.sg</a></p>
Contact Person :	<p>Nurulhuda Hamadi <a href="mailto:nurulhuda.hamadi@nationalgallery.sg">nurulhuda.hamadi@nationalgallery.sg</a></p> <p>Koh Huiting <a href="mailto:huiting.koh@nationalgallery.sg">huiting.koh@nationalgallery.sg</a></p>
The Gallery 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.	

19 September 2024

To The Tenderer,

Dear Sir / Mdm,

**TG/ITT/2024/0014**

**INVITATION TO TENDER FOR INVITATION TO TENDER FOR A 1 + 1 + 1 TERM CONTRACT FOR THE SUPPLY AND MANAGEMENT OF STRUCTURAL SET-UP & TEAR-DOWN FOR MULTIMEDIA PROJECTION FOR LIGHT TO NIGHT (LTN) SINGAPORE FOR NATIONAL GALLERY SINGAPORE**

1. National Gallery Singapore (“**The Gallery**”) 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 Tenderers  
Section B Requirement Specifications  
Section C Evaluation Criteria  
Section D Conditions of Contract  
Section E Prescribed Forms
3. Please 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 by the Closing Date, which is at **4 p.m. on 4 October 2024**.
4. The Tender Documents will be published and made available from **19 September 2024** at National Gallery Singapore website:  
<http://www.nationalgallery.sg/business-opportunities>
5. The Tender Offer will be evaluated based on the Evaluation Criteria set out in Section C.
6. There will be an online briefing at **10 a.m. on 20 September 2024**. Attendance is non-compulsory for all Tenderers intending to submit a Tender Offer. Those that cannot attend will be sent a video recording of the briefing. Registration prior to the briefing is required. Tenderers are required to submit names of their representatives (maximum 2) to Nurulhuda Hamadi at [nurulhuda.hamadi@nationalgallery.sg](mailto:nurulhuda.hamadi@nationalgallery.sg) by **6 p.m. on 19 September 2024**.
7. Tenderers who wish to seek clarifications on the Tender shall submit their written request no later than **3 working days** prior to the close of the Tender to Nurulhuda Hamadi ([nurulhuda.hamadi@nationalgallery.sg](mailto:nurulhuda.hamadi@nationalgallery.sg)) and Koh Huiting ([huiting.koh@nationalgallery.sg](mailto:huiting.koh@nationalgallery.sg)).
8. The Gallery does not bind itself to accept the lowest or any Tender Offers.

Yours faithfully,



**SUENNE MEGAN TAN**  
**SENIOR DIRECTOR, MUSEUM PLANNING & AUDIENCE ENGAGEMENT**  
**NATIONAL GALLERY SINGAPORE**

## **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) **"Closing Date"** means the time and the date referred to in the Covering Letter, which is the deadline for submission of Tender Offers.
  - (b) **"Invitation to Tender"** means the invitation to participate in this Tender and comprises all the Tender Documents referred to in the Covering Letter.
  - (c) **"Tender Offers"** mean the submissions made by Tenderers in response to the Invitation to Tender.
  - (d) **"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.
  - (e) **"Tenderers"** mean the persons invited to submit Tender Offers to provide the goods and/or services required under this Invitation to Tender.
  - (f) 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 The Gallery's tenders and Tenders on or after the Closing Date.
- 2.2 Tenderers who do not meet any critical criteria under the Evaluation Criteria are liable to be disqualified at The Gallery's discretion.
- 2.3 A non-compulsory online tender briefing will be conducted. Please refer to the tender notice for the details.

### **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 using tender box</b>	
i.	Form of Tender
ii.	Schedule of Persons Empowered to Act
iii.	GST Status
iv.	List of Relevant Track Record in the Last 5 Years
v.	Information on Major Shareholders
vi.	Price Breakdown / Schedule of rates (as the case may be)
vii.	Draft Implementation Plan
viii.	Payment schedule (if alternative schedules are invited)

- ix. Any other written proposals, designs or drawings required under the Requirement Specifications if a softcopy is specified in the Requirement Specification
- x. Any other supporting documents/materials that are in softcopy

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 Where Tender Offers or parts of Tender Offers are submitted using the tender box:

- (a) The documents/information/items must be submitted in sealed envelopes.
- (b) The Tender reference number (from the Covering Letter); (ii) the Closing Date (iii) the tender box number (if any); and (iv) the name and address of the Tenderer must be stated on the top left-hand corner of the envelope.
- (c) It will be the responsibility of Tenderers to ensure delivery by hand into the tender box, which will be in a position accessible to the public.

3.4 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. Any Tender Offers which:

- (a) Are not in accordance with the instructions; or
- (b) Vary any of the prescribed forms,
- (c) Are liable to be disqualified at The Gallery's 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 The Gallery.

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

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

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

- 8.1 The Gallery shall be under no obligation to accept the lowest or any Tender Offer.
- 8.2 The Gallery 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 The Gallery 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):
- (a) By post to the address of the successful Tenderer(s) as set out in the Tender Offer
  - (b) By hand to the address of the successful Tenderer(s) as set out in the Tender Offer.
  - (c) By Adobe Sign to the email of the person(s) stated in the Schedule of Person(s) Empowered to Act.
- 8.5 The Gallery may, at its sole discretion, require the successful Tenderer(s) to sign a written agreement.
- 8.6 The Gallery is not under any obligation to inform any Tenderer of the reasons for non-acceptance of a Tender Offer.

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

- 9.1 All information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of The Gallery shall remain the property of The Gallery. Tenderers shall immediately return all or any of the same on written request by The Gallery or destroy the same 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 The Gallery belong to The Gallery or third parties as the case may be.
- 9.3 Tender Offers and all accompanying documents, plans, drawing, materials or other items (less samples that are covered under Clause 10 below) that are submitted by Tenderers in response to this Invitation to Tender shall become the property of The Gallery. 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. Samples**

- 10.1 Where the Invitation to Tender states that samples of good(s) or any other item(s) are to be submitted; such samples shall be:
- (a) Delivered at the sole cost of the Tenderers;
  - (b) Delivered to the place stipulated on the date or by the deadline stipulated;
  - (c) Delivered in such numbers for each of the good(s) or item(s) as stipulated
  - (d) Marked clearly with the:
    - (i) Tender reference number (from the Covering Letter);
    - (ii) Description of the good or item concerned; and
    - (iii) Name of the Tenderer concerned.
- 10.2 When submitting samples, Tenderers shall indicate in writing whether the samples are to be returned (subject to Sub-Clause 10.3). If no such indication is given, The Gallery shall not be obliged to return any samples. The Gallery may, at its sole discretion, decide to return the samples at its own costs or give the Tenderer written notification to collect the samples. The Gallery shall have the right to dispose, in any way and without payment of compensation, of any samples that Tenderers fail to collect after being given written notification to do so.
- 10.3 Where the Invitation to Tender states that samples may be subject to destructive testing, samples subjected to destructive testing need not be returned to the Tenderer notwithstanding Sub-Clause 10.2.
- 10.4 Where samples are required, the failure to provide the samples in the manner stipulated in the Invitation to Tender may render the Tender Offers concerned liable to disqualification at The Gallery's discretion.
- 11. Alteration, Erasures and Illegibility**
- 11.1 Except for amendments to entries made by the Tenderer which are initialed 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 The Gallery's discretion.
- 12. Expense**
- 12.1 No expense incurred by Tenderers in the preparation of Tender Offers shall be borne by The Gallery.
- 13. Tender Price and Goods and Services Tax**
- 13.1 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 The Gallery in writing of any ambiguity, inconsistency or omission in or between any of the Tender Documents; and
  - (b) Seek clarification on the same from The Gallery by the stipulated period as indicated in the Covering Letter.
- 13.2 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.

- 13.3 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.

#### **14. Export Approval**

- 14.1 Tenderers shall clearly indicate in their Tender Offers if there is any requirement for:

- (a) End-user certificates or statements from The Gallery; or
- (b) Separate agreements between The Gallery and the Tenderer concerned or third parties,
- (c) To satisfy any export requirements of any foreign government/country.

#### **15. Consortiums**

- 15.1 As used in this Invitation to Tender, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.

- 15.2 The following shall apply if a Tender Offer is submitted by a Consortium:

- (a) Each member of the Consortium shall be a business organization duly organized, existing and registered under the laws of its country of domicile.
- (b) No Consortium shall include a member which has been debarred from The Gallery tenders and Tenders.
- (c) After the submission of the Tender Offer, any introduction of, or changes to, Consortium membership must be approved in writing by The Gallery.
- (d) In the case of Consortiums, the following documents must be submitted with the Tender Offer:
  - (i) A certified copy of the consortium or partnership agreement, signed by all members of the Consortium.
  - (ii) Documentary proof must be provided that there is a Lead Member which is authorised by all members of the Consortium to sign and submit the Tender Offer, receive instructions, give any information, accept any contracts and act for and on behalf of all the members of the Consortium. The documentary proof could be in the form of:
    - (1) Relevant provision(s) in the certified copy of the consortium or partnership agreement, or
    - (2) Certified copies of powers of attorney from each members of the Consortium,
- (e) The Tender Offer must be submitted by the Lead Member.
- (f) Information must be submitted with respect to:
  - (i) The legal relationship among the members of the Consortium;
  - (ii) The role and responsibility of each member of the Consortium; and
  - (iii) The address of the Consortium to which The Gallery may send any notice, request, clarification or correspondence.

- (g) If The Gallery awards the Contract to a Consortium:
- (i) The Letter of Acceptance and/or Purchase Order may be handed to or posted to the address of the Lead Member of the Consortium given in the Tender Offer.
  - (ii) The issue by The Gallery of a Letter of Acceptance and/or Purchase Order shall create a contract that is binding on all the members of the Consortium for the provision of the goods and/or services required under this Invitation to 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).
  - (iii) Each member of the Consortium shall be jointly and severally responsible to The Gallery for the due performance of the Contract.
  - (iv) If any member of the Consortium withdraws from the Consortium or is adjudicated a bankrupt, or goes into liquidation in accordance with the laws of the country of incorporation, then the surviving member(s) of the Consortium shall be obliged to carry out and complete the performance of the Contract.

## **16. Clarifications**

- 16.1 If The Gallery 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 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 The Gallery for this Tender provided that no Tenderer shall, in any case, be permitted to amend the proposed Contract Price already submitted.

## **17. Demonstration of capabilities**

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

## **18. Short listing**

- 18.1 The Gallery 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 Tender Offers on the basis of revised requirements on the part of The Gallery. The submission of new Tender Offers shall be in accordance with a common deadline and new submission instructions issued by The Gallery in writing.
- 18.2 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.

## **19. Confidentiality**

- 19.1 Except with the consent in writing of The Gallery, 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 The Gallery.

## **20. Applicable Law**

- 20.1 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.

## **21. Amendment to Invitation to Tender**

- 21.1 The Gallery 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.
- 21.2 Any amendments or issue of supplementary terms to the Invitation to Tender made pursuant to Sub-Clause 21.1 shall be issued through email, facsimile or The Gallery website and it shall be the responsibility of the Tenderers to check email, facsimile or website on a frequent basis for any such amendments or issue of supplementary terms to the Invitation to Tender.
- 21.3 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 The Gallery.

## **22. Notification**

- 22.1 Tenderers should note that notification may not be sent to unsuccessful tenderers by the Employer.

## **SECTION B: REQUIREMENT SPECIFICATIONS**

### **1. Introduction**

- 1.1 National Gallery Singapore (“The Gallery”) is organising a large-scale festival in the Civic District, called ‘Light to Night Singapore’ (“The Project”). The Festival is typically held over 3 weeks in January and February of each year.
- 1.2 In 2025, the Project will run on 17 January 2025 – 6 February 2025 as an annual precinct event in the Civic District.
- 1.3 The Project is an annual precinct event with indoor and outdoor programming. It uses art and ideas to bridge connections between the past and present, through a range of inter-disciplinary programmes that feature collaborations with artists and creative talents from Singapore and abroad.
- 1.4 The project will only have three weekends of partial road closure (17-18 Jan, 24-25 Jan, 31 Jan-1 Feb in 2025, where art moves onto the streets and outdoor environment of the Civic District to create a multisensorial experience of The Gallery and its immediate environs through art. We might extend the partial road closure to Sundays as well.
- 1.5 The Project will take place at the Civic District, rain or shine.
- 1.6 Outdoor programming will start from 7pm in the evenings, with Façade Projection and illumination of the following buildings:
  - a. National Gallery Singapore (The Gallery) (Two facades)
  - b. The Arts House (TAH) (one façade)
  - c. Asian Civilisations Museum (ACM) extension wing/main facade (one façade)
  - d. Victoria Theatre & Victoria Concert Hall (VTVCH) (one façade)
  - e. Gallery’s Rotunda Library
  - f. Gallery Supreme Court Location (for LTN2026 and LTN2027). This is subjected to the appointed vendor being given this scope.
- 1.7 The number of days required for façade projection and illumination for 2025 are from 17 January – 6 February, excluding set-up and tear down time. In event of variation of event dates, the Project will not exceed the total number of days for façade projection. The façade projection on the Gallery’s façade must be completed by media preview date (approximately 4 days before the launch) for media viewing. For LTN2026 and LTN2027 will cut across the same number of festival days (21 days).
- 1.8 Time: 7pm-12mn during festival dates. Do note final timing will be adjusted onsite depending on whether the sky is dark enough.
- 1.9 The Gallery is seeking to appoint a Contractor by way of an open tender to provide the supply and management of structural setup and teardown for multimedia projection for Light to Night Singapore and invites tender offers from established projection companies with experienced project managers (with a minimum of 5 years of experience)

## 2. Scope of Work

2.1 All deliverables for this Scope of Work shall be successfully completed and delivered to The Gallery by the prescribed timeframe assigned to them. The Gallery reserves the right to amend the details of the scope, when necessary, as the project develops, in consultation with the Contractor within the scope of services and value of award.

2.2 Works shall include but not limited to the following areas:

### 2.2.1 Final Event Management and Operations Plan

- i. Tenderers should draw up a comprehensive plan showing a detailed production timeline necessary for the provision and delivery of the Goods or Services based on the Scope of Work and Project Milestones listed;
- ii. Based on the Scope of Work and the Project Milestones listed, tenderers shall follow the recommended units required for each item stated in Section E6 – “Price Breakdown”
- iii. The Final Event Management and Operations Plan shall reflect the Contractor’s proposed submissions/deadlines for all deliverables, schedule of progress, post-event meetings and event reports with The Gallery, partners and stakeholders and key milestones for the entire project. All proposed dates shall adhere to the timelines as set out in this Section;
- iv. This Final Event Management and Operations Plan shall be submitted within 7 days from the date of the Letter of Acceptance, unless otherwise agreed in writing by The Gallery;
- v. The Contractor shall submit the Final Event Management and Operations Plan to The Gallery via e-mail.

### 2.2.2 Events and Logistics Management and Operations

- i. The appointed Contractor shall manage the Project, specifically in event and logistics management and operations based on the table of items and deliverables in “Compulsory Items/ Deliverables” section.
- ii. In all stages of the Project, the appointed Contractor shall work in close consultation with The Gallery’s core project team, vendors and stakeholders.
- iii. The appointed Contractor’s scope of work is as shown below
  - a. Compulsory Items/ Deliverables
    - The core items and deliverables stated in the table below are subject to change.
    - The core items and deliverables shall include but are not limited to the following:
    - Refer to Annex C for the detailed requirements of the locations.

S/N	Item	Description / Deliverables
1	Project Management	<ul style="list-style-type: none"><li>- To supply Equipment, manage and operate the Installation/deinstallation for the façade projections and Illumination shows. This include but is not limited to the following:</li><li>- Overall structural set-up to support the façade projections. Temporary structures can include stage, barricades, platform, tent, marquee, generators signages, etc.</li></ul>

		<ul style="list-style-type: none"> <li>- Obtain necessary certification and endorsement for the erection of structural set-up to support the multimedia show</li> <li>- Set-up &amp; dismantle crew and operators</li> <li>- LEW SLD and turn on fee for all OG Boxes (where applicable)</li> <li>- Work closely with the Gallery, Creative team for the façade content, Gallery appointed Events Management Company, stakeholders and vendors to propose and advise options pertaining to material usage, in fabrication &amp; installation methods and all other structural set-up matters for the façade projection</li> <li>- Submit reports on the takeover and handover of all the locations that the appointed vendor uses for the purpose of the projection. This include documenting the takeover of the F1 road being used to drive the vehicles in for the setup within the Civic District. As required by the governing agencies such as STB, LTA.</li> <li>- To also submit the details outlining the process from start to finish, using the Gallery's carbon emissions template to track the emissions associated with the Projection project.</li> <li>- Assess risks and consider public safety measures in the entire working and operational process</li> </ul>
2	Appointment of Contractor's Core Project Team for Light to Night Festival	<p>The appointed Contractor shall provide detailed information on the core project team that will be tasked to manage the entire scope of the Project as follows:</p> <ul style="list-style-type: none"> <li>a. Profile and experience of all team members</li> <li>b. Roles and responsibilities of all team members</li> <li>c. Commitment Period of all team members i.e. if change of team members is expected at any point of the Project, please state clearly.</li> <li>d. Core project team to attend Gallery initiated weekly/bi-weekly meeting to provide progress on the festival</li> </ul>
3	Manpower	<p>The appointed Contractor Conduct shall provide</p> <p><u>Security</u></p> <ul style="list-style-type: none"> <li>a. Security: Its own security personnel for all its equipment. Gallery will only provide security during the festival days for its artwork installation and peak festival period(Fri-Sun).</li> <li>b. There is no need for any additional security for projectors placed within the Gallery spaces.</li> </ul>

		<u>Technician and operators</u> <p>a. There must be standby technicians and operators for all listed locations during the testing with the stakeholders(including artists), festival previews and festival days.</p>
4	Reinstatement of the properties (Padang Field, Empress Lawn, Esplanade Park, etc.)	<ul style="list-style-type: none"> <li>- Work with vendors to reinstate areas within the Civic District area that was used for the Project</li> <li>- Cost for reinstatement of Padang field will be borne by The Gallery</li> <li>- Reinstatement of the other locations will be borne by the appointed events company by The Gallery.</li> <li>- Any damages (e.g., walkway tiles damage) during setup and teardown of the Projectors and accompanying logistics will be borne by the Contractor</li> </ul>
5	Post-Implementation Review	<ul style="list-style-type: none"> <li>- Organise and conduct a Post-Implementation Review (PIR) for the festival with The Gallery within 10 days of the end of the festival and submit the following documents (to be approved by The Gallery's core project team):               <ul style="list-style-type: none"> <li>a. Post-Implementation Review report after the post-implementation review held with The Gallery</li> <li>b. Post-Implementation Review report to be submitted <b>within 20 days</b> of the end of festival</li> <li>c. The PIR report should include the observations but not limited to learning points from both The Gallery and the appointed Contractor's end</li> <li>d. Detailed post-event report for the festival within 30 days of the end of festival</li> <li>e. The event report should include the full event programme, detailed technical plans for the event, detailed production schedule, complete set of ALL licenses and permits pertaining to the event, review of event preparation and key learning points.</li> <li>f. The report should be accompanied by a complete set of photo documentation of the setup and teardown and reinstatements (if any).</li> </ul> </li> </ul>

### 3. Project Milestones

#### 3.1 Key Milestones for Light to Night Singapore 2025

Phase	Timeline	Milestone
1	October 2024	Appointment of the Project's Contractor

		<p>First Meeting between Gallery's and Event's Company's core project teams</p> <p>Upon award, work in consultation with the Gallery, appointed stakeholders and vendors to develop structural plan and recommend fabrication methods and solutions and procure materials for structural set-up</p>
<b>2</b>	By Late Nov 2024	<p>Submission of Final Event Management and Operations Plan for overall festival projection plan to Gallery and Stakeholders (such as Singapore Cricket Club, Arts House etc for the placement of equipment).</p> <p>Apply insurance coverage for event.</p> <p>Liaise with authorities and regulatory bodies for permits, licensing, endorsements etc.</p> <p>Hire vendors for logistical needs including booking of equipment, AV and lighting supplies, security, etc.</p> <p>Receive initial draft of artworks for test and technical review/trouble shoot</p>
	By mid-Dec 2024	<p>Confirm schedule with Gallery appointed events company for move-in / tear-down dates. Contractor to Confirm and Finalise ALL site plans (With approval obtained from various stakeholders)</p> <p>Liaise with authorities and regulatory bodies for permits, licensing, endorsements etc.</p>
<b>3</b>	Early January 2025	<p>Coordinate transportation and delivery of all necessary logistics and equipment into Venue(s)</p> <p>Set-up infrastructure and logistics and testing of content together with the Gallery's appointed artists</p>
	14 January 2025	Gallery's Façade to be ready for media preview on the 14 January (tentative date)
	17 January – 6 February 2025	LIGHT TO NIGHT FESTIVAL 2025
	7 February onwards	<p>Teardown period. Max of 3 days for the equipment on Singapore Cricket Club field. Teardown at the other locations is subjected to the discussion with venue owners. To look at night setup and teardown. NParks have its own set of rules for entering the space. Appointed contractor to coordinate.</p>
	Within a month of event closing (subject to change)	Reinstatement of Venue(s) by respective companies. Contractor is expected the reinstate areas that were damaged due to its own negligence such as damage of walkway tiles.



<b>4</b>	Within 10 days of event closing	Organise and Complete a Post-Implementation Review with the Gallery
	Within 20 days of event closing	Follow-up with a Post-Implementation Review Report
	Within a month of event closing	Submit a detailed post-event report for Light to Night Festival

### 3.2 Key Milestones for Light to Night Singapore 2026 and Light to Night Singapore 2027

Follows a similar understanding of the schedule as above. Subjected to changes. Gallery will inform the confirmation of the following Project with the appointed Contractor by;

- May 2025 for Light to Night 2026
- May 2026 for Light to Night 2027.

## 4. Submission Requirements for Tender Submission

### 4.1 Draft Events Management and Operations Plan

Tenderers must submit a Draft Event Management Plan as part of the Quotation showing the detailed timeline and key milestones to be achieved, which are necessary for the provision and delivery of the Goods or Services.

### 4.2 Tenderer's Portfolio

Tenderers shall show a proven track record managing projection activation. Do include any large-scale public arts and heritage events, including national level events held in venues such as the Padang, Sports hub, Marina Bay Float etc.

Tenderers shall demonstrate their proven track record by submitting their portfolio containing the following information

- Relevant projects, including photograph samples of such past work
- It is encouraged for vendor to submit testimonials from a previous client in the Tender Offer.
- It is encouraged for companies to have a certification of **minimum bizSAFE level 3**
- CVs of key team members who have handled past relevant projects mentioned and will be handling this project for evaluation
- The Tenderer must designate one Project Manager (with a minimum of 5 years of experience and has experience in managing large scale events/festivals/exhibitions) for the purposes set out in Clause 22 of the Conditions of Contract. The name, designation, email address and HP no. of the proposed Project Manager with a testimonial (encouraged to be submitted) from a previous client must be set out in the Tender Offer. To clearly state the number of years of project management experience the designated project manager have. This will be the main liaison with the Gallery representatives.

4.3 Detailed Price breakdown according to Annex B. Optional costs must also be submitted for consideration.

4.4 The Contract shall remain in force for a period of 4 years after its commencement. It will end by June 2027.

4.5 The Tenderer must have a Project Office for the purposes set out in Clause 22 of the Conditions of Contract. The address of the proposed Project Office that will be used for purposes of the Contract must be provided in the Tender Offer.

4.6 The Tenderer must provide a warranty for the Goods on the terms set out in Clause 25 of the Conditions of Contract.

## **5. Enquiries**

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

Name/Designation: Nurulhuda Hamadi, Manager (Outreach & Partnerships)

Email address: nurulhuda.hamadi@nationalgallery.sg

Name/Designation: Koh Huiting, Assistant Director (Project Management)

Email address: huiting.koh@nationalgallery.sg

## **SECTION C: EVALUATION CRITERIA**

1. The evaluation criteria used for this Invitation to Tender is as follows:

Criteria	Weightage
1. Competitive Pricing  Price tendered with detailed breakdown of fees/costs per item. Tenderer must submit the cost according to Annex B-price breakdown list.	40%
2. Technical Approach  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	50%
3. Track Records  Industry Reputation based on track record submitted and CV persons/employee assigned to perform the Contract	10%

## **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:
  - (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 The Gallery 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 which has been awarded this Contract by The Gallery.
- (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) "**Goods**" means all goods, including parts or units thereof, which the Contractor is required to supply under this Contract.
- (h) "**IP**" or "**Intellectual Property**" means intellectual property and shall include but not be limited to patents, copyright and industrial design.
- (i) "**The Gallery**" means National Gallery Singapore, a company incorporated under the Companies Act
- (j) "**Party**" means either The Gallery or the Contractor and 'Parties' means both The Gallery and the Contractor.
- (k) "**Services**" means all the works and services which the Contractor is required to perform under this Contract.

- 1.2 Words denoting the singular include the plural and vice versa.
- 1.3 Words denoting one gender include both genders.
- 1.4 Words denoting natural persons include corporations, firms and unincorporated associations and vice versa.
- 1.5 References to statutory provisions include a reference to any amendment, consolidation, or re-enactment, whether by the same name or otherwise, for the time being in force.
- 1.6 The headings are for convenience only and not for the purpose of interpretation.

## **2 SCOPE OF CONTRACT AND CONTRACT PERIOD**

- 2.1 The Contractor shall perform the Services and complete the supply of all items of Goods in accordance with the terms of this Contract.
- 2.2 The Contractor shall be an independent contractor and shall not be an agent, partner or employee of The Gallery. For the avoidance of doubt, the Contractor is not authorised to enter into any contracts on behalf of The Gallery.
- 2.3 This Contract:
- (a) Shall come into force and commence on the date the Contractor received the Letter of Acceptance and/or Purchase Order; provided that the Goods and Services may be required from or on other dates as may otherwise be set out in the Requirement Specifications or in the Letter of Acceptance and/or Purchase Order; and
  - (b) Shall, unless terminated, expire after the complete performance of all Services and the complete supply of all Goods required (including any maintenance or warranty period) or at the end of any contract period expressly stated in the Requirement Specifications.
- 2.4 The Contractor shall do all things which are necessary or reasonably to be inferred from the Contract even if not specifically set out in the Contract.
- 2.5 The Contractor acknowledges that it is fully aware and anticipates that some details of the Requirement Specifications may have to be clarified during the performance of this Contract. In this context:
- (a) The Gallery reserves the right to issue written clarifications on the Requirement Specifications to set out The Gallery's requirements more precisely and such written clarifications shall be deemed to be part of this Contract. These clarifications shall include the need to delay the completion or progress of the whole or any part of the Services or delay the delivery dates of some or all of the Goods.
  - (c) The Contractor confirms that this has been fully anticipated when the Tender Offer was submitted and has been taken into account in the Contract Price. For the avoidance of doubt, the Contractor shall have no claim to any compensation or damages regardless of the nature of the clarifications issued.

## **3 PERFORMANCE**

- 3.1 The Contractor shall provide the Goods and Services with all reasonable care, skill and diligence.
- 3.2 All Goods supplied under this Contract shall be new and unused or made of new and unused materials; unless there is agreement in writing to the contrary.
- 3.3 Time shall be of the essence in this Contract and the Contractor shall perform the Services and supply the Goods within any timelines/deadlines set out in this Contract or as otherwise agreed in writing between the Parties.
- 3.4 The Contractor shall work closely and collaboratively, at no extra charge, with such other contractors as The Gallery 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 The Gallery through a written notice in a form that may be prescribed by The Gallery in writing; or
  - (b) Deemed to have been accepted by The Gallery 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 The Gallery in writing to replace the particular brand(s)/model(s) if:
- (a) the particular brand(s)/model(s) is discontinued by the manufacturer and written documentation of this is provided to The Gallery's satisfaction; and
  - (b) The replacement brand(s)/model(s) provide the same or better functionality and performance as the particular brand(s)/model(s).

#### **4 PAYMENT**

- 4.1 Payment shall be made in accordance with the payment schedule set out in **Annex A** unless otherwise agreed in writing.
- 4.2 Payments made to the Contractor shall not:
- (a) Be considered evidence of the quality of any Goods or Services to which such payments relate.

- (b) prejudice any of The Gallery'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 The Gallery under this Contract may be deducted by The Gallery from any monies payable by The Gallery to the Contractor under this Contract.

4.4 The Gallery 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 The Gallery, payment shall be made by electronic bank transfer. The Contractor shall provide The Gallery with all bank account information reasonably required by The Gallery in order to effect such payment. Each Party shall bear their own bank charges.

## **5 RIGHTS OF THIRD PARTIES**

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

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

6.1 The Gallery may terminate this Contract and to recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Contract with The Gallery or for showing or forbearing to show favour to any person in relation to any contract with The Gallery, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor).

## **7 DELAY IN PERFORMANCE**

7.1 If there is delay in the performance of the Services or the supply of Goods due to any acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond the Contractor's control, then in any such case the Contractor shall, for the duration of any such circumstances, be relieved of the obligation to perform the Services or supply the Goods thereby affected. Any part of the Services or Goods that are not so affected shall continue to be performed in accordance with this Contract.

7.2 Subject to Sub-Clause 7.1, if the Contractor fails to complete the performance of Services or supply of Goods by the date(s) specified in this Contract, The Gallery 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 0.5% of the Contract Price for each day of delay (including Sundays and Public Holidays), as liquidated damages until the delayed Services or Goods are fully performed or supplied; up to a maximum amount of liquidated damages equivalent to 10% of the Contract Price.

7.3 For the avoidance of doubt, if The Gallery opts to impose liquidated damage under Sub-Clause 7.2(b) and regardless of whether the maximum amount of liquidated damages has been reached, The Gallery shall still be entitled to exercise:

- (a) its rights under Sub-Clause 7.2(a); provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under Sub-Clause 7.2 (a); and
- (b) Any rights to terminate this Contract; provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under the clauses allowing for termination.

## **8 SUB-CONTRACTING AND ASSIGNING**

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

## **9 APPLICABLE LAW**

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

## **10 DISPUTE RESOLUTION**

10.1 The Parties submit to the non-exclusive jurisdiction of the Courts of Singapore.

10.2 In the event of any dispute, controversy or claim arising out of or relating to this Contract, no Party shall proceed to litigation unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

10.3 A Party that receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Sub-Clause 10.2.

10.4 For the avoidance of doubt, failure to comply with Sub-Clauses 10.2 or 10.3 shall be a breach of contract.

## **11 SUSPENSION OR TERMINATION**

11.1 The Gallery shall, after giving 7 days written notice to the Contractor, have the right to suspend or terminate this Contract if The Gallery is affected by any state of war, act of god or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension nor shall termination save that The Gallery pay the Contractor the price of the Goods or Services that



have been performed and accepted by The Gallery. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by The Gallery 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, The Gallery shall have the unilateral right to terminate this Contract without assigning any reasons whatsoever by giving the Contractor 30 days' written notice. For the avoidance of doubt, the Contractor shall not be entitled to any compensation or damages whatsoever in relation to such a termination. The Contractor shall only be entitled to payment for any Services provided and accepted up to the end of the 30 day notice period.

## **12 RIGHTS OF THE GALLERY IN THE EVENT OF DEFAULT BY THE CONTRACTOR**

- 12.1 If any declaration or submission made by the Contractor in its Tender Offer is discovered to be false, The Gallery shall be entitled to rescind and terminate this Contract or cancel any part of the Goods or Services by written notice without The Gallery 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, The Gallery may issue a written notice of breach or default to the Contractor. The Contractor shall, within 7 days of the date of the notice of breach or default, remedy the breach or default or otherwise propose a solution that is accepted by The Gallery in writing.
- 12.3 If the Contractor fails to remedy the default or otherwise propose an acceptable solution under Sub-Clause 12.2, the Contractor shall be taken to have repudiated the Contract and The Gallery 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 The Gallery shall not be liable to the Contractor for any damages or compensation.
- 12.4 The Gallery shall be entitled to terminate this Contract or cancel any part of the Goods or Services by written notice without The Gallery being liable for any damages or compensation if:
- 1.1.1 (a) any proceedings are commenced for the liquidation, dissolution or bankruptcy of the Contractor and the same not discharged or discontinued within 14 days of its commencement, or if the other Contractor becomes bankrupt or goes into liquidation either voluntarily or compulsorily except for the bona fide purpose of amalgamation, merger or re-construction;
  - 1.1.2 (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;
  - 1.1.3 (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
  - 1.1.4 (d) The Contractor ceases or threatens to cease to carry on business except for the bona fide purpose of amalgamation, merger or reconstruction.

The termination or cancellation shall take effect from the date of the written notice.

- 12.5 If there is any termination of this Contract or cancellation of Goods or Services under this Clause 12, The Gallery shall have the right to purchase, from other sources, the Goods and Services (including similar or equivalent goods and services in the case where the exact goods and services are not available) that have not yet been performed or supplied at the

time of termination or cancellation. All increased costs incurred by The Gallery in purchasing the Goods or Services or similar or equivalent goods or services from other sources shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages.

### **13 VARIATION OF CONTRACT**

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

### **14 TAXES, FEES AND DUTIES**

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

### **15 GOVERNMENT REGULATIONS**

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

### **16 INDEMNIFICATION**

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

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

### **17 CONSORTIUM**

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

### ***Joint and Several Responsibility***

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

### ***Addition of members to Consortium***

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

### ***Withdrawal from Consortium***

- 17.5 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:
- (i) This Contract shall continue and not be dissolved, and
  - (ii) The remaining member(s) of the Consortium shall be obliged to carry out and complete the Services.

## **18 CONTRACTOR'S PERSONNEL**

- 18.1 The Contractor shall replace its personnel (inclusive of the personnel of any sub-contractors or agents) within 5 days from the date of written notice from The Gallery 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 behavior for the purposes of this Sub-Clause 18.1 shall be determined at the sole discretion of The Gallery.

- 18.2 The Contractor shall ensure that:
- (a) There is compliance by the Contractor and its employees, subcontractors and agents with all the rules and regulations of The Gallery's buildings and premises or the buildings and premises belonging to third parties where Services have to be performed or Goods have to be delivered (collectively "**the Sites**");
  - (b) The performance of Services or delivery of Goods at the Sites do not cause any disruption or interference to the normal business or activities carried out by The Gallery or third parties (as the case may be) at the Sites; and
  - (c) There is compliance by the Contractor and its employees, subcontractors and agents with all reasonable directions or instructions of The Gallery or third party supervisors or managers at the Sites.

- 18.3 If the Contractor's Tender Offer states that Services or parts of Services are to be performed by specific personnel, such Services must be performed by the personnel concerned; and such personnel must not be replaced unless the written consent of The Gallery is given. The Contractor shall ensure that any replacement personnel have comparable skills and experience as the personnel being replaced such that there is no adverse effect on the progress or quality of the Services.

## **19 THE GALLERY LICENCE OF INTELLECTUAL PROPERTY**

- 19.1 Nothing in this Contract shall affect any person's right to own or licence Background IP.
- 19.2 The Gallery agrees that all rights, title to or interest in, all Foreground IP created by the Contractor shall vest in the Contractor.
- 19.3 In consideration of The Gallery agreeing to the vesting of the Foreground IP in the Contractor, the Contractor shall obtain for and grant to The Gallery and its agents, free of any additional charge, an irrevocable, worldwide, perpetual, non-exclusive licence, to use, modify and reproduce all Foreground IP which is or becomes vested in the Contractor so as to:
- (a) Use, repair, maintain, refurbish, reproduce, modify, adapt, integrate or develop any Goods and to do anything necessary or incidental for these purposes;
  - (b) Use, reproduce or adapt any Deliverables and Goods under this Contract; **and**
  - (c) Complete the performance of Services or delivery of Goods under this Contract in the event of termination or cancellation of any part this Contract as a result of the Contractor's breach or default.
- 19.4 The Contractor shall obtain for and grant to The Gallery and its agent, free of any additional charge, a worldwide, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Contractor, its employee, subcontractor, supplier or agent.
- 19.5 For the avoidance of doubt, Sub-Clause 19.2 does not, vest in the Contractor, any IP in any results, report, data or information generated or produced by the Contractor, The Gallery or another person on behalf of The Gallery as a result of this Contract. The title to all IP in any such results, report, data or information so generated or produced as a result of this Contract shall be owned by The Gallery.
- 19.6 If the Contractor, its employee, subcontractor, supplier or agent intends to sell or transfer their Background IP or Foreground IP, the Contractor shall ensure that the purchaser of the Background IP or Foreground IP and every successor in title to the interest in the Background IP or Foreground IP has prior written notice of the licence that the Contractor, its employee, subcontractor, supplier or agent has granted to The Gallery.
- 19.7 If any licence granted or obtained for Foreground IP or Background IP under Sub-Clauses 19.3 or 19.4 is registrable under any IP registration system in Singapore, the Contractor shall:
- (a) register the licence under the IP registration system in Singapore; and
  - (b) deliver copies of documentary proof of such licence registration to The Gallery as soon as possible.
- 19.8 The Contractor shall indemnify The Gallery against any action, claim, damages, charges and costs arising from or incurred by The Gallery due to any infringement or alleged

infringement of patents, design, copyright or any other IP rights in relation to the use of Foreground IP or Background IP or otherwise in relation to the Goods or Services under this Contract.

## **20 CONFIDENTIALITY**

- 20.1 Except with the written consent of The Gallery, 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 The Gallery in connection with this Contract to any person.
- 20.2 In addition, the Contractor shall not make use of any information obtained directly or indirectly from The Gallery or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of The Gallery.
- 20.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of The Gallery. For the avoidance of doubt, this restriction includes any citation that The Gallery is or was a customer of the Contractor.
- 20.4 The Contractor hereby also agrees and undertakes to use any personal data as defined in the Personal Data Protection Act 2012 (the "Act") as disclosed to it by The Gallery solely for the purposes for which such personal data has been disclosed to the Contractor and for no other purposes. The Contractor warrants that the security measures which it has in place to protect such personal data are no less stringent than those employed by The Gallery and undertakes to indemnify the Gallery for any breach of this warrant that would cause The Gallery to be in breach of the provisions of the Act.

## **21 THE GALLERY'S REPRESENTATIVE**

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

## **22 PROJECT MANAGEMENT**

### **22.1 Project Office**

- (a) If the Contractor does not already have a Project Office in Singapore, the Contractor shall, if required to do so under the Requirement Specifications or otherwise in writing by The Gallery, establish a Project Office in Singapore at its own expense. The Project Office is to coordinate the performance of this Contract and serve as the common service location for The Gallery to contact for the provision of all the Goods or Services.
- (b) If required under the Requirement Specifications or otherwise agreed in writing by The Gallery, more than one Project Office shall be set up.

## **22.2 Project Manager**

- (a) The Contractor shall designate a Project Manager and the Project Manager shall be primarily responsible for directing and coordinating all the Contractor's obligations under this Contract. The Project Manager shall be deemed to be the Contractor's agent in all dealings with The Gallery and all actions of the Project Manager shall be binding on the Contractor.
- (b) The Representative(s) shall have direct access to the Project Manager at all times during the performance of this Contract and if the Project Manager is absent from Singapore for any duration, the Contractor shall designate another employee to perform his duties and functions.
- (c) If required under the Requirement Specifications or otherwise agreed in writing by The Gallery, more than one Project Manager shall be designated.

## **22.3 Implementation Plan**

Unless otherwise agreed by The Gallery in writing:

- (a) within 7 days from the date of the Letter of Acceptance and/or Purchase Order (or each Purchase Order if this is a period contract), the Contractor shall produce a Final Implementation Plan showing the time schedule and sequence of events necessary for the provision of the Goods or Services.
- (b) The Final Implementation Plan shall be not be acceptable unless it meets the timelines and/or stipulated completion dates set out in the Requirement Specifications (and the Purchase Order concerned if this is a period contract).

## **22.4 Progress Reports & Meetings**

- (a) The Representative(s) shall have the right to regular written reports on progress and status of completion of the Services and delivery of the Goods in a format approved in writing by the Representative(s). The Representative(s) may, at the Representative's sole discretion, request for such reports in monthly, fortnightly or weekly intervals; and may change the intervals from time to time. The submission and receipt of these reports shall not in any way prejudice the rights of The Gallery to make any claims against the Contractor if the terms of this Contract are not met.
- (b) The Representative(s) shall have the right to call for progress meetings from time to time and/or on regular weekly or other intervals as determined by the Representative(s). During such meetings, the Project Manager shall attend and report to the Representative(s) on the completion of the Services and delivery of

the Goods. The progress meetings shall be held at venues chosen by the Representative(s).

- (c) The Contractor shall notify the Representative(s) of any expected delay in the performance of this Contract. The Consultant shall refer immediately to the Representative(s) any matter likely to impede the provision of the Goods or Services; provided that such notices shall not excuse the Contractor from meeting its obligations under this Contract.

## **23 CUMULATIVE REMEDIES**

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

## **24 WAIVER**

- 24.1 No waiver of any breach of a provision of this Contract shall be deemed to be a waiver by The Gallery of any other provision or of any subsequent breach of the same provision. The failure of The Gallery to immediately enforce any of the provisions of this Contract shall in no way be interpreted as a waiver of such provision and waivers shall be binding on The Gallery only if done in writing.

## **25 WARRANTY**

- 25.1 If a warranty is required for the Goods under the Requirement Specifications, the Warranty Period shall commence on the date of receipt of the Goods by The Gallery. The length of the Warranty Period shall be twelve (12) months unless another period is specified in the Requirement Specifications.
- 25.2 Where during the Warranty Period, any Goods is found to be:
  - (a) Defective in design, materials or workmanship; or
  - (a) Not in accordance with this Contract or any specifications incorporated therein by reference or otherwise; or
  - (b) Having been used, installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees set forth in this Contract or specifications published by the Contractor as applicable to the Goods;

The Contractor shall, at its own expense (including transportation costs), at the written notification of The Gallery, replace, rectify or completely repair the damaged or defective Goods. The Contractor may, in lieu rectification or repair, elect to replace the damaged or defective Goods within **1 hour** of the notification. This is due to the nature of the Projection programme where in the event a projector malfunction, the scene/projection mapping will be affected during its operating hours.

## **26 TITLE AND RISK**

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

## **27 SEVERABILITY**

- 27.1 The invalidity, illegality or unenforceability of any of the provisions of this Contract shall not affect the validity, legality and enforceability of the remaining provisions of this Contract.

## **28 RETURN OF DOCUMENTS AND OTHER ITEMS**

Within 14 days of the termination or expiry of this Contract or upon written request of The Gallery on the completion of the provision of Goods and Services under each Purchase Order, the Contractor shall return all records/documents and copies of the same; and all items under the Contractor's possession which:

- (a) belong to The Gallery;
- (b) were received from The Gallery; or
- (c) were produced pursuant to this Contract.

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

## **29 SAMPLES TESTING**

- 29.1 The Gallery shall, at its sole discretion, have the right to call for samples of the Goods to be supplied under this Contract for approval and for such further samples as are required until the samples submitted are in accordance with the requirements of this Contract. Upon the approval of The Gallery, the approved samples shall form the standards to be maintained for the duration of this Contract.
- 29.2 If any Goods supplied are not in accordance with this Contract or with any approved sample, then, The Gallery shall have the right to submit any such Goods to expert examination and/or test and all costs in connection with the same shall be borne by the Contractor unless such examination and/or test shows that the said Goods are in accordance with this Contract or with the approved samples.

## **30 OPTION TO PURCHASE**



- 30.1 The Contractor grants The Gallery the option to purchase additional quantities of the Goods (**"the Option to Purchase"**). The Option to Purchase shall be exercisable by written notice given by The Gallery to the Contractor within a period of (state a period in terms of months) from the date of the Letter of Acceptance and/or Purchase Order. If The Gallery exercises the Option to Purchase, the additional quantities purchased shall form part of the Goods defined in this Contract and subject to the same terms; read with all necessary changes.
- 30.2 If there are/is:
- (a) unit rates for the Goods, the price for the additional quantities of the Goods purchased under this Clause 30 shall be based on the same unit rates; or
  - (b) only a lump sum price for the Goods, the price for the additional quantities of the Goods purchased under this Clause 30 shall be based on the lump sum price; prorated where necessary.

## Section D: ANNEX A

### PAYMENT SCHEDULES FOR LIGHT TO NIGHT SINGAPORE 2025 TO 2027

#### 1. Payment Schedule for Light to Night Singapore 2025

Stage	% of Contract Price	Cumulative Total
30 days from the signed Letter of Acceptance and/or Purchase Order and receipt of the invoice for the same	30%	30%
30 days from the satisfactory completion of the Final Events Management and Operations Plan and receipt of the invoice for the same	20%	50%
Upon successful launch and implementation of the Light to Night Festival 2025 and receipt of the invoice for the same	20%	70%
30 days from the successful submission of post event report and completion of reinstatement (where applicable) and receipt of the invoice for the same	30%	100%

#### 2. Payment Schedule for Light to Night Singapore 2026

Stage	% of Contract Price	Cumulative Total
30 days from the confirmation email from The Gallery on the confirmation of the Festival and receipt of the invoice for the same	30%	30%
30 days from the satisfactory completion of the Final Events Management and Operations Plan and receipt of the invoice for the same	20%	50%
Upon successful launch and implementation of the Light to Night Festival 2026 and receipt of the invoice for the same	20%	70%
30 days from the successful submission of post event report and completion of reinstatement (where applicable) and receipt of the invoice for the same	30%	100%

### 3. Payment Schedule for Light to Night Singapore 2027

<b>Stage</b>	<b>% of Contract Price</b>	<b>Cumulative Total</b>
30 days from the confirmation email from The Gallery on the confirmation of the Festival and receipt of the invoice for the same	30%	30%
30 days from the satisfactory completion of the Final Events Management and Operations Plan and receipt of the invoice for the same	20%	50%
Upon successful launch and implementation of the Light to Night Festival 2027 and receipt of the invoice for the same	20%	70%
30 days from the successful submission of post event report and completion of reinstatement (where applicable) and receipt of the invoice for the same	30%	100%

## **SECTION E: PRESCRIBED FORMS**

### **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:

<b>Name</b>	<b>Position Held</b>

In the case of consortiums, the documents required under Clause 15 of the Instructions to Tenderers must also be attached.

### **E2. GST STATUS**

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

(\* delete as appropriate)

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

**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	

Please use separate sheet if the space is insufficient.

**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

## E5: FORM OF TENDER

To : National Gallery Singapore  
1 St Andrew's Road  
#01-01  
Singapore 178957

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

Address :

Attn:

### TENDER NO: TG/ITT/2024/0014

- 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 3 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\_\_\_\_\_).
- 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.

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<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) ..."

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>3</sup> (Insert Name of firm, company or consortium).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Tenderer's (as \*Principal/Agent)  
Company or Business Registration No<sup>4</sup>:

Tenderer's official  
Stamp<sup>4</sup>:

Authorized Signature<sup>4</sup>  
Name :  
Designation :

(\*Delete whichever is not applicable)

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

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<sup>3</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>4</sup> The Lead Member's registration number, official stamp and authorised signature must be provided.



**E6: PRICE BREAKDOWN**

**Refer to Annex B – Price Breakdown excel sheet.**