

PART 1: INSTRUCTIONS TO SUPPLIERS

1. Definitions

- 1.1 All terms referred to in this Annex A shall have the meanings ascribed to them in Clause 1.1 of the Quotation Conditions of Contract (Annex E), unless otherwise defined herein or where the context otherwise requires.

2. Evaluation

- 2.1 If necessary, the School may appoint an evaluation team to ascertain each supplier's ability to meet the evaluation criteria. This may entail the following:
- (a) Interviewing the potential Instructor or Instructors;
 - (b) Requesting feedback from other schools or organisations that have previously engaged the potential Instructor or Instructors;
 - (c) Requesting a lesson observation with any potential Instructor or Instructors.

3. Submission of proposals

- 3.1 All price proposals, including base and alternative offer(s), shall be submitted electronically via GeBIZ. To submit alternative offer(s) via GeBIZ, Suppliers can click on the "Add Alternative Offer" button in GeBIZ and key in their price.
- 3.2 Suppliers are required to submit the following data or documents together with their proposals for evaluation. Failure to do so may render the proposal incomplete and liable for disqualification.
- (a) The following personal particulars of **all** proposed Instructors
 - i. Full name; and
 - ii. NRIC number or FIN.
 - iii. Contact number
 - iv. Email Address
 - v. Photocopy of Employment Pass for foreign Instructors (where relevant)
 - vi. Nationality
 - vii. Gender
 - viii. Date of Birth

ix. Residential Address in Singapore

(b) The following supplier's details:

i. Name of supplier

ii. Business Name

iii. Type of Business Entity: sole proprietorship / partnership / company

iv. Business Registration Number / Unique Entity Number (UEN)

v. Registered Business Address

vi. Business Contact Number

vii. Business Email Address

viii. Business Fax Number

(c) Training plans: the supplier shall provide a training plan as a reference.

(d) Price proposals (Annex B): Supplier shall submit a duly completed price proposal in the form found in Annex B, and equivalent price information on GeBIZ (e.g. separate line items on GeBIZ, etc).

(e) Qualifications and Experience: Suppliers shall submit any other relevant documents to substantiate their Instructor or Instructors' qualifications and experience.

(f) Instructor Deployment List (Annex F): Suppliers who are not also the sole Instructor shall submit a duly completed copy of Annex F, where there is a need for Instructors to be registered with MOE.

4. The School reserves the right to award the Contract in whole or in part to one or more suppliers, unless a supplier stipulates that its proposal is to be treated as indivisible.

5. Should your offer be accepted, the Conditions of Contract (Annex E) shall govern the Contract between the parties.

6. Please note the School is under no obligation to accept the lowest priced, or any proposal.

PART 2: REQUIREMENT SPECIFICATIONS

Provision of 2 Days FALCONS Leadership Day Camp for Nan Chiau High School from 20-21 May 2022 (Non-residential)

1. We are pleased to invite you to submit a proposal for the supply and delivery of the following:

Section A: Contact Details	
Contact Information 1:	Mr Aw Si Kuan Subject Head - Student Leadership and Outdoor Education 64897971 aw_si_kuan@schools.gov.sg
Contact Information 2:	Ms Ng Bi Ru Vice-Chairperson, Student Leadership Committee 64897971 ng_bi_ru@schools.gov.sg
Section B: Specifications for the programme	
Name of Activity	2 Days FALCONS Leadership Day Camp for Nan Chiau High School from 20-21 May 2022 (Non-residential)
Objectives of Programme	<ol style="list-style-type: none"> 1. To enable student leaders to apply the 5 Practices of Exemplary Leadership by Kouzes and Posner. 2. To equip student leaders with facilitation and decision-making skills. 3. To enhance student leaders' situational awareness and adaptability. 4. To develop in the student leaders the confidence and courage to lead. 5. To foster a strong spirit and identity among the student leaders.
Outcome of Programme	<ol style="list-style-type: none"> 1. The student leaders are able to display the 5 Practices of Exemplary Leadership by Kouzes and Posner in any given situation. 2. The student leaders are able to facilitate objective and effective discussions as a team. 3. The student leaders are able to make rational and robust decisions when faced with a problem. 4. The student leaders are able to plan, execute and adapt to the changes in the situation. 5. The student leaders are confident in their leadership abilities and have the courage to lead. 6. The student leaders share a common identity as agents of change for the school.
Scope of Services of Instructor(s)	<ol style="list-style-type: none"> 1. To submit a detailed proposal with the following course content: <ol style="list-style-type: none"> a. A 2-day non-residential experiential learning programme with a detailed schedule that provides students with opportunities to understand and apply the 5 Practices of Exemplary Leadership by Kouzes and

Posner.

- b. Elaboration of a methodical approach to how students can be equipped with the skills to facilitate objective and effective team discussions.
 - c. Elaboration of a methodical approach to how students can be equipped with the skills to make rational and robust decisions.
 - d. Elaboration of a methodical approach to how students can be equipped with the skills to plan, execute and adapt to changes in situations.
 - e. Elaboration of approaches to allow student leaders to share a common identity as agent of change for the school.
2. The programme will need to align to the School's Vision, Mission and Values. (Available via school's website <https://www.nchs.edu.sg>)
3. To elaborate the rationale to how the desired outcomes can be achieved through the proposed programme.
4. To include sample learning resources such as handouts, maps, activity task card etc. to further elaborate on the programme design.
5. Where applicable, to book all external venues and attain permits required to conduct the programme safely and effectively. Safe Management Measures must be practiced at all times and alternative venues must be taken into consideration as a contingency plan due to wet weather etc.
6. Where applicable, to book all transportation required for the proposed programme with the following guidelines:
 - a. Air-conditioned bus transport for all students and accompanying teachers.
 - b. Transportation is of good roadworthy conditions.
 - c. Drivers are contactable to ensure effective and adaptable execution of the programme.
 - d. There are contingency plans in the event of breakdown/accident.
7. To cater packed meals: 2 x lunch, 1 x dinner for estimated 85 students and 8 teachers with potable water over the 2 days programme with the following guidelines:
 - a. Adhere to the Healthy Meals for Schools Programme (HMSP) requirements.
 - b. Meals are to be delivered timely to ensure consumption within 4 hours from the time of preparation.
 - c. Meals are to be Halal certified.

	<ul style="list-style-type: none"> d. Meal portions are sufficient and appropriate for the proposed activity. e. Provision of up to 10 vegetarian meals without onion, garlic, leek and egg. (Confirmed one week prior to the commencement date) <p>8. Where applicable, to ensure that all logistics and equipment used are serviceable and safe for use, including but not limited to</p> <ul style="list-style-type: none"> a. General Safety: Basic first-aid kits to each group. Where necessary, supplementary first aid equipment at centralised locations to be made available. b. Outdoor Cooking: Provision of appropriate ignitors, fuel and cooking equipment. Equipment to mitigate fire outbreaks such as sand, water and fire extinguishers are readily available. c. Water Activities: Life vests, kayaks and paddles are serviceable and safe for use. Equipment such as powerboats and/or additional kayaks for safety and emergency are readily available. Equipment to receive timely updates of weather and tidal conditions are readily available. <p>9. To include detailed Risk Assessment and Safety Management plans that addresses both programme-specific safety and the current Safe Management Measures for COVID-19, including but not limited to:</p> <ul style="list-style-type: none"> a. Communication plans for decentralized/split-group/concurrent activities. b. Management and contingency plans in the case of inclement weather/conditions. c. Management and contingency plans in the case of incidents/accidents. <p><u>Post-Programme Follow-Up services</u> To provide within 2 weeks from completion of the programme:</p> <ul style="list-style-type: none"> 1. Post-evaluation reports. 2. All photos/videos/montages taken during the entire workshop to be submitted in softcopies.
Base Period	<p>Start Date: 20 May 2022 or after the issuance of LOA whichever is later</p> <p>End Date: 21 May 2022 or adjusted according to the actual start date</p>
Estimated No. of Session	<p>2 sessions (Total No. of groups per session: 11)</p> <p>Total: 2 sessions</p>
Training Date & Time and Duration	<p>Session 1: 20 May 2022, 1400-1900hrs (5hrs)</p> <p>Session 2: 21 May 2022, 0730-2030hrs (13hrs)</p> <p>Total: 18 hours</p>

Target Group	<p>Secondary 3 Students Newly appointed top 2-3 student leaders of CCAs and Leadership Groups.</p> <p>The students have attended a 3-Day Sec 3 Leadership Camp in January within NCHS and Introductory modules on the 5 Practices of Exemplary practices. They are aware of the practices but may not have complete understanding or skills to practice them.</p> <p>These student leaders are to lead their CCAs and Leadership Groups in achieving their visions. However, they face common challenges in facilitating effective discussions and making rational and robust decisions. They also lack the conviction, confidence and courage that they can succeed in their new roles.</p> <p>Lastly, the student leaders from different CCAs and leadership groups rarely interact with other and lack a common identity as the Top Student Leaders in the school.</p>
Total no. of Participants	Estimated 85 students (Total no. of groups: 10) 8 Teachers
No. of Instructors required	11 instructor (s) in total
Venue of Activity	<p><u>Start and End of each session</u> Nan Chiau High School 20 Anchorvale Link S (545079)</p> <p><u>Other external venues</u> proposed by the vendors:</p> <ol style="list-style-type: none"> 1. All proposed activity venues are to fulfil the requirements of the programme. 2. For other options/ alternatives, suppliers to propose venues of activity in mainland Singapore. 3. For safety, health and security reasons, preferably no sharing of activity venues with the public, other schools or organisations. If co-share venue with the others, supplier to ensure full compliance with prevailing COVID-19 safe management measures by Ministry of Health (MOH) or by relevant authorities.
Section C: Specifications for Instructors	
Registration with MOE	<p>All Instructors supplied by the Contractor shall be registered with the Ministry of Education. Proof of approved registry and validity must be submitted for all instructors.</p> <p>The Contractor shall use the instructors specified in Annex F (Instructor Deployment List) and shall ensure that Instructors deployed remain registered with the Ministry of Education throughout the Contract Period.</p>
Qualifications	<ol style="list-style-type: none"> 1. Applicable to all 10 instructors, <ol style="list-style-type: none"> a. Preferably proficient in spoken English.

	<ul style="list-style-type: none"> b. Preferably minimum 2 years of experience as an instructor to youths of similar age and profile. c. To preferably have prior experience in facilitating the 5 Practices of Exemplary Leadership by Kouzes and Posner. d. Must be First aid trained and to have 50% of instructors be CPR/AED certified. Certifications must be valid throughout the contract period. Proof of certifications must be submitted in the proposal. <p>2. For the 1 Programme Overall-in-charge,</p> <ul style="list-style-type: none"> a. To oversee and coordinate the smooth deployment, planning and smooth execution. b. To execute and manage contingency plans where necessary. c. To ensure adherence of COVID-19 Safe Management Measures. d. Preferably more than 3 years of experience as an instructor and have prior experience as a programme overall in charge. <p>3. Outdoor Adventure Facilities Instructors</p> <ul style="list-style-type: none"> a. Quantity and qualifications to be in accordance with the requirements/guidelines of MOE Outdoor Adventure Learning Centers, MOE Outdoor Adventure Learning and/or National.
Experience	All Instructors should preferably have 2 years of coaching experience in similar programme.
Track Record	To provide a list of current and past training conducted for similar programme with secondary schools from 1 Jan 2019 to the closing date of this ITQ.
Employment Pass	<ul style="list-style-type: none"> 1. If the Instructor is not a Singapore Citizen, or Permanent Resident, the Instructor must possess a valid Employment Pass issued by the Ministry of Manpower for the purposes of the engagement. 2. This pass must be valid throughout the duration of the Contract.
Language of Instruction	English
Section D: Evaluation Criteria	
Evaluation Criteria	<p><u>Critical Evaluation Criteria</u></p> <ul style="list-style-type: none"> 1. All Instructors must be registered with MOE as of ITQ closing date. 2. All Instructors must be First Aid trained throughout the Contract Period. <p><u>Other Evaluation Criteria</u></p>

	<table><tr><th>Item</th><th>Criteria</th><th>Weightings</th></tr><tr><td>1</td><td>Price</td><td>40%</td></tr><tr><td>2</td><td>Quality of Programme Outline and Objective<ul style="list-style-type: none">- Clarity of elaboration- Adequacy of programme- Quality of teaching approaches</td><td>30%</td></tr><tr><td>3</td><td>Learning Resources<ul style="list-style-type: none">- Adequacy, appropriateness, quality- Ensures safety, allows for contingency</td><td>20%</td></tr><tr><td>4</td><td>Track Record or other relevant experience<ul style="list-style-type: none">- Qualifications, relevant experiences- Feedback, testimonials</td><td>10%</td></tr></table>	Item	Criteria	Weightings	1	Price	40%	2	Quality of Programme Outline and Objective <ul style="list-style-type: none">- Clarity of elaboration- Adequacy of programme- Quality of teaching approaches	30%	3	Learning Resources <ul style="list-style-type: none">- Adequacy, appropriateness, quality- Ensures safety, allows for contingency	20%	4	Track Record or other relevant experience <ul style="list-style-type: none">- Qualifications, relevant experiences- Feedback, testimonials	10%
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Section E: Instructions to Instructor																
Closing date and time for the submission of proposals	The closing date and time are as stated at the Quotation Notice in GeBIZ.															
Validity period of proposals	The validity of a supplier's proposal (including that supplier's price proposal) is stated at the Quotation Notice in GeBIZ.															
Submission of Price Proposals	<u>Participant Basis</u> <ol style="list-style-type: none">1. The vendor shall quote on a participant basis for all sessions, exclusive of GST, and indicate if GST is applicable.2. Please submit your proposal through GeBIZ. Any proposal submitted after the closing date stated will not be considered.3. The number of participants is estimated and subject to changes. School will confirm the number of participants 1 weeks before the programme. Payment shall be based on the confirmed number of participants, or as mutually agreed by both parties.															
Contract Price	Interested suppliers are to quote their price using the Price Proposal template in Annex B provided by the school.															
Payment Mode	<ol style="list-style-type: none">1. The Contractor is to render a bill only upon completion of all services to be provided under the Contract.2. All vendors must e-invoice via Vendors@Gov or Nationwide E-invoicing Network.3. The successful supplier must accept payment through Inter-Bank GIRO (IBG) and would be required to set up a vendor record online at www.vendors.gov.sg (Vendors@Gov) authorising MOE for payment to be made directly to the vendor's bank account upon receipt of Letter of Acceptance.4. Payment for services rendered will be subject to withholding tax (if applicable) in accordance to Singapore tax law. Suppliers															

	should declare if they are subject to withholding tax when submitting their proposals.
For Enquires	If you need further clarifications, you may contact the officers stated in Section A (Contact Details) above.

2. Each Instructor is required to comply with the Expectations of Instructors (Annex C). Failure to adhere to the Expectations of Instructors may result in Contract termination.

PRICE PROPOSAL

<p style="text-align: center;"><u>Participant Basis</u></p> <p style="text-align: center;">The Contractor shall submit the Price Proposal duly completed in this Annex.</p>
<p><u>Base Period Quote</u></p> <p>Base Period from 20 to 21 May 2022 [2 session; 18 hours]</p> <p>Price Offer: \$_____ per Participant</p>
<p>[Important Note: Contractors are to submit their price proposal(s) electronically through GeBIZ. For submitting alternative offer (such as additional coaching rate), Contractors shall click on the “Add Alternative Offer” button and put in their proposals in GeBIZ system. The School reserves the right to disqualify or reject bids not submitted electronically through GeBIZ.]</p>

EXPECTATIONS OF INSTRUCTORS

All Instructors shall note and practise the following areas of responsibilities and behaviour during **all of his or her** school engagements.

1A. Interpretation

1A.1 In this document:

"Authority" means: (a) the school, where the Contract is entered into with the school, and (b) MOE HQ, where the Contract is entered into with MOE HQ.

"Contract" means the contract between the Instructor and the school or MOE HQ pursuant to which the Instructor provides services.

"Officer" means: (a) the relevant school staff or teacher-in-charge, where the Contract is entered into with the school, and (b) the relevant MOE HQ officer-in-charge, where the Contract is entered into with MOE HQ.

1. Conduct

1.1 Instructors shall not:

- (a) Display or distribute materials, or use language that may be offensive.
- (b) Display inappropriate and undesirable behaviour, be it verbal, physical or otherwise, that can be misunderstood or seen to be unprofessional, discriminatory or harassing.
- (c) Display intimidating, abusive or threatening behaviour.
- (d) Assume the identity of any other individual, whether verbally, in writing, or behave in a manner where he or she may be mistaken for another individual (e.g. claiming to be an MOE teacher on social media).
- (e) Post content in relation to any school activities on social media networks or platforms without the express written consent of the school.
- (f) Use language that is profane, vulgar, demeaning or sexually suggestive when interacting with students.

1.2 Instructors shall:

- (a) Abide by the laws of Singapore and that of any country in which he or she is sent to fulfill the services under the contract.

- (b) Practise good sportsmanship in word and behaviour by using appropriate language, tone and gestures.
- (c) Display, promote and instill respectable and amicable behaviour.
- (d) Uphold the values of clean sport and anti-doping, by agreeing to comply with all relevant anti-doping rules in line with the World Anti-Doping Code, and to cooperate with the relevant anti-doping authorities should such a need arise; and to be a positive influence to those under his charge with respect to these values.
- (e) Conduct himself or herself in a manner that is proper and appropriate for a professional in his or her field of instruction.
- (f) Promote fair and positive interactions, friendliness and promote team spirit between students, taking into account their potentially diverse backgrounds.
- (g) Dress appropriately and be punctual for all activities and practice sessions.

1.3 Instructors, in caring for students and carrying out his or her professional responsibilities, is expected to maintain a professional relationship with students at all times, including when building rapport with students. This includes:

- (a) Maintaining Instructor-student boundaries
 - i. Instructors shall avoid being alone in an enclosed room or secluded space with a student, where such one-on-one meetings can be easily misunderstood. Instructors are expected to take the necessary precautions to ensure that meetings with students are conducted appropriately, according to the context and the circumstance, e.g. by carrying out the meeting in an open setting, whether in the school compound or any other place where the activity takes place.
 - ii. Instructors should appreciate fully that the responsibility is on them, and not the student, to distance himself/herself from any potentially inappropriate situations, which might include, but is not limited to:
 - (A) taking steps to discourage infatuations that can sometimes develop between students and Instructors. Instructors need to handle these sensitively and take steps to discourage any romantic notions from being formed, while minimising hurt and distress to the student concerned; and
 - (B) taking steps to discourage romantic or inappropriate advances by a student.
 - iii. Instructors are not to engage in indecent or offensive actions of a sexual nature or attempt to establish an inappropriate relationship with a student, which might include, but is not limited to:

- (A) Moving the Instructor-student relationship to a personal level, e.g. revealing personal problems to the student; inviting student to social events.
- (B) Displaying flirtatious behaviour or expressing romantic feelings towards a student.
- (C) Dating a student.
- (D) Using sexually suggestive or inappropriate language or displaying sexually explicit or inappropriate material to students.
- (E) Engaging in harassing behaviour, including sexual harassment.
- (F) Grooming a student for a sexual relationship or sexual abuse.
- (G) Having a sexual or romantic relationship with a student.

iv. The expectations in this paragraph 1.3 are applicable, regardless of whether:

- (A) the student is taught by, or under the care of, the relevant Instructor;
- (B) the student is in the same or different school as the relevant Instructor;
- (C) the student has consented to the relationship; or
- (D) the relationship is condoned by the student's parents, legal guardians or caregivers.

(b) Appropriate physical contact

i. Instructors are expected to make sound professional judgment and choices in deciding what is considered appropriate physical contact. In deciding on the importance and necessity of physical contact as the basis for thoughtful interactions with students, Instructors should recognise that Instructor-student physical contact is dependent on the circumstances, context, age, gender and maturity of the student.

For instance, for Sports, Dance and Drama CCAs, physical contact should be made only when it is deemed necessary and appropriate to an Instructor's role and responsibilities.

ii. Examples of occasions where physical contact is appropriate or necessary are:

- (A) rendering first aid to a student;

- (B) preventing injury (e.g. confidence spotting or unplanned catching to prevent injury in PE and Sports CCA, falling or overarching the back in Dance and Drama CCA);
 - (C) carrying or moving a student away from a dangerous situation;
 - (D) when there is clearly unavoidable contact required in the coaching of Sports, Dance, Drama or Music for the sole purpose of demonstrating, assisting in, developing, correcting or refining movements, skills, techniques or posture (e.g. when demonstrating or guiding movement pattern for learning of new technique and skills, such as a new tumbling move or swimming stroke in Gymnastics or Swimming respectively; when assisting movement, balances, stretches and weight-bearing movements in Gymnastics); and
 - (E) meeting the requirements of a sport.
- iii. Where physical contact is appropriate or necessary, Instructors shall ensure that:
- (A) the need for physical contact be minimised;
 - (B) the rationale for and description of physical contact to meet the requirements of any sport shall be made clear and transparent to the student(s) and teacher-in-charge at the beginning of the programme (e.g. placing contact on shoulder or hips for swimming and gymnastics);
 - (C) students must give consent when physical contact is necessary for the development of a skill;
 - (D) students shall be asked to voice concerns if the physical contact makes them feel uncomfortable, distressed, embarrassed or threatened, and in such case(s), the physical contact shall be withdrawn immediately;
 - (E) physical contact must be in the presence of others, including the teacher-in-charge;
 - (F) there is no touching of the genitals or chest areas, and body parts in close proximity to those areas.
- iv. Instructors shall not have any physical contact with a student where such contact:
- (A) may be seen as a form of physical punishment;
 - (B) is inappropriate and unjustified;

- (C) has, or may be seen or misunderstood as having, romantic or sexual undertones;
 - (D) may cause discomfort to the student, his or her parents or guardian or witnesses (e.g. any sort of hugging regardless of the circumstance).
- v. In the case of students with a disability, Instructors shall be mindful that specific support or assistance may be required. Instructors shall:
 - (A) seek permission from the student before the specific support or assistance is given; and
 - (B) where such specific support or assistance is rendered (e.g. the student is lifted or manually supported), Instructors must exercise care and treat the individual student with dignity and respect.

(c) Out-of-school and after-school activities

- i. When deciding whether his or her presence is required at out-of-school or after-school social outings with students, Instructors shall take into consideration the following:
 - (A) the intent of the outing;
 - (B) the school's stand or policies on student-initiated group outings;
 - (C) maintaining an appropriate, professional relationship;
 - (D) the expectations of the students' parents in terms of the Instructor's role or presence in out-of-school and after-school situations; and
 - (E) the possible occurrence of any unintended consequences.
- ii. Instructors shall not organize activities, practice sessions or trips during any school vacations without the teachers' or schools' knowledge and approval. This is to avoid taking up too much of the students' time during school vacations.
- iii. Instructors shall not extend or, accept an invitation to, or attend a social event with a student, on a one-on-one basis.
- iv. Instructors shall not visit a student's home, unless absolutely necessary and accompanied by a teacher of the school. In such instances, the school principal must give prior approval for the visit.

(d) Communications¹ with students

- i. Instructors shall make sound professional judgment to ensure that communication with students is kept within professional parameters.
- ii. Instructors shall ensure that the content of conversations or communication with students, especially in one-on-one interactions:
 - (A) are not of a personal nature to the Instructor or to the student, especially when the content can be misunderstood to have crossed the boundary of Instructor-student relationships (e.g. using internet platforms like chat rooms, online forums, including the use of false personas that can mislead the student);
 - (B) are not inappropriate in content (e.g. about violence or pornography); and
 - (C) do not take a position that supports or advances a particular religious, racial, political, sexual or sexist view or inclination that is in conflict with established norms of Singapore society.
- iii. Instructors shall ensure that his or her demeanour, language and attitude when communicating with students:
 - (A) is not profane, vulgar or demeaning; and
 - (B) does not amount to harassment including sexual harassment (e.g. commenting on students' bodies in an inappropriate manner, talking about student's sexuality, teasing about gender stereotypes/orientation).
- iv. Instructors shall not post content on social media that:
 - (A) names any student, or causes any student or students to be identified;
 - (B) includes a picture or a photograph of any student or students;
 - (C) amounts to a rant or tirade against any student or students;
 - (D) tags a student or students and makes an offensive remark;
 - (E) describes a student or students in a profane, vulgar or demeaning manner.

1.4 Instructors shall respect the cultural, ethnic and religious differences of the students he or she is interacts with, and shall, when organising learning and interactions with students, take into account their diversity. In this regard, Instructors shall:

- (a) observe procedural fairness and objectivity in making decisions concerning the students; and

- (b) refrain from conduct and practices that may call into question the impartiality of his or her actions or words, such as proselytising (i.e. advocating a political, culturally-biased or religious agenda).

1.5 In the management and discipline of students, Instructors shall recognise, respect and uphold the dignity and worth of each student. Instructors shall manage students in a just and considerate manner, and act in their best interests at all times. In this regard, Instructors shall:

- (a) familiarise himself with and comply with school or MOE policies relating to the management and discipline of students (including the use of corporal punishment);
- (b) exercise authority and apply discipline promptly, impartially, appropriately and with care;
- (c) be firmly aware of the impact of inappropriate and unreasonable acts directed at students, e.g. sustained criticism, ridicule or teasing, persistent hostility, verbal abuse, rejection or the imposition of social isolation with the intention to belittle, or discredit the student;
- (d) respond to signs that threaten a student's well-being and welfare, e.g. bullying, or harm done to or by students.

1.6 If aggressive behaviour is displayed by students and directed at an Instructor, an Instructor's colleagues, another student or a member of the school staff, an Instructor should assess the situation and determine if it is of serious safety concern. If so, assistance should be sought immediately.

1.7 Instructors shall not reciprocate the aggressive behaviour whether in word or action, unless circumstances require an Instructor to:

- (a) defend himself or herself due to personal safety concerns;
- (b) intervene in order to protect another Instructor, student or member of the school staff from potential harm; or
- (c) use reasonable physical restraint to prevent the student from injuring himself/herself.

1.8 If reciprocal force is necessary to restrain a student or students, Instructors shall only use such force as is:

- (a) proportionate to the threat; and
- (b) no greater than is reasonably necessary; for such time as is required to stop the aggressive behaviour.

- 1.9 Instructors are expected to maintain a professional relationship with parents and stakeholders at all times. Instructors shall not:
- (a) request for additional funds from parents;
 - (b) write to parents to promote any specific cause or belief; or
 - (c) make any request for business from students under his or her charge, or from their parents for the provision of services similar or identical to the Instructors' current services in the school. To avoid conflicts of interest, Instructors shall also manage the treatment of students under his or her charge in a fair and unbiased manner, including, but not limited to, the selection of students to represent the school at competitions or other activities.
- 1.10 Instructors shall handle students' personal information in a sensitive and thoughtful manner, especially where such personal information concerns the student's health or family problems. As a steward of students' confidential information, Instructors shall ensure that confidential information and data (e.g. personal particulars of students for registration for a contest) collected from students are for official purposes and should not be disclosed in any form or in any place. Confidential information of students refers to information and data about the student's personal identification, family details, health or personal records obtained in the course of professional work.

2. Taking necessary safety precautions and measures

- 2.1 Instructors shall ensure that the physical and emotional safety and security of students are always a priority. To this end, the Instructor shall:
- (a) abide by MOE's and the school's guidelines and safety standards (as advised by teacher-in-charge of CCA or school-based programme).
 - (b) ensure adequate safety measures are actively put in place during activities conducted by the Instructor.
 - (c) not expose students to any potentially dangerous situations.
- 2.2 Instructors shall assist the teacher-in-charge in the conduct of standard safety briefings for students and include safety briefings that are specific to the CCA or /programme they are in charge of.
- 2.3 Instructors shall assist the teacher-in-charge in the use of the Risk Assessment and Management System (RAMS) to ensure safety measures are in place when organising activities.
- 2.4 Instructors shall advise the school on specific safety measures pertaining to his or her field of instruction that are necessary over and above the general measures taken by the school.

3. Miscellaneous

- 3.1 Instructors shall not collect money from students for any purpose, unless authorised to do so by the school. Where such collection of monies is authorised by the school, Instructors shall keep proper accounts of the same.
- 3.2 Instructors shall not involve students in activities other than school activities without school's approval.
- 3.3 Instructors shall not make any commitments for the school on the school's behalf.

4. Professional Development

- 4.1 Instructors shall remain well-informed in specialised areas by participating regularly in on-going sharing or training sessions by respective agencies (e.g. National Sports Association, National Arts Council, respective professional bodies or boards, MOE).

¹ Communication refers to face-to-face interactions, electronic means of communication, online communication and the use of social media.

QUOTATION CONDITIONS OF CONTRACT

Should your offer be accepted, the Terms and Conditions as set out in this Section ("Conditions of Contract") and the terms and conditions in the GeBIZ Terms and Conditions shall govern the Contract between the School and your company.

1. DEFINITIONS

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

- (a) "Background IP" means IP which is created prior to or independently of this Contract.
- (b) "Contract" includes the School's Quotation Notice, the Contractor's proposal (submitted through GeBIZ), these Conditions of Contract, the Requirement Specifications, Letter of Acceptance, Order Message or any Orders issued by the School to the Contractor for the supply of the Goods and performance of the Services.
- (c) "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.
- (d) "Contractor" means the successful supplier who has been awarded the Contract by the School.
- (e) "Foreground IP" means IP which results from or is generated pursuant to or for the purpose of this Contract.
- (f) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
- (g) "Instructor" refers to all instructors provided by the Contractor under this Contract or, where the Contractor provides the instruction personally, the Contractor.
- (h) "IP" means intellectual property and shall include patents, copyright, industrial design and integrated circuit topography.
- (i) "School" means Singapore Hokkien Huay Kuan, who is the owner of Nan Chiau High School, and includes any person authorised by the School to act on its behalf.
- (j) "Services" means the work which the Contractor is required to perform under the Contract, as set out in the Requirement Specifications.

2. SCOPE OF CONTRACT

- 2.1 The Contractor shall carry out and complete the supply of all items of Goods and perform the Services (including the supply of Instructors) in accordance with the Contract.
- 2.2 Unless otherwise stated in the Contract, all Goods supplied shall be new and unused.
- 2.3 If the total frequency and extent of any Services to be supplied by the Contractor during the period of the Contract is not specified in the Contract or stated to be merely estimated, the School shall be under no obligation to purchase any such Services. Any statement of the estimated frequency and extent of the Services required during the period of the Contract which may have been given to the Contractor shall be deemed to be approximate only and merely for the information of the Contractor. Save in such circumstances where it appears to the School that the Contractor is unable or unwilling to continue to provide all or any of the Services under this Contract, the School agrees not to purchase any item of Services named in the Contract for the purpose stated in the Contract from any commercial source in the Republic of Singapore or elsewhere other than the Contractor during the period of the Contract.

3 DELIVERY

- 3.1 The Contractor shall, unless otherwise specified by the School prior to the delivery or performance, deliver the Goods and perform the Services at the time(s) and place(s) and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the School. The issue of such receipt shall in no way relieve the Contractor from his responsibility for replacing defective or damaged Goods or for rectifying deficient Services under Clause 4 hereof.

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5. PAYMENT

- 5.1 Within thirty (30) days from the date of invoice or date of receipt of invoice of any Goods delivered and Services performed in accordance with Clause 3.1, and upon presentation by the Contractor of any bills in accordance with such means and in such format as may be specified by the School and the School's receipt as referred to in Clause 3.1, the School will make payment to the Contractor of the full value of all Goods so delivered and Services so performed provided that no payment shall be considered as evidence of the quality of any Goods and Services to which such payments relates nor shall it relieve the Contractor from his responsibilities under Clause 5 hereof.

6. INSTRUCTORS

- 6.1 All Instructors supplied by the Contractor shall be registered with the Ministry of Education, and remain successfully registered throughout the Contract period. The Contractor shall use the Instructors specified in Annex F (Instructors Deployment List)

and shall ensure the Instructors remain registered with the Ministry of Education throughout the Contract period. The Contractor shall provide all necessary Instructors with adequate skills for the performance of the Services. The School may in its discretion require the Contractor to remove any Instructor if he/she is unskilled or incompetent or whose continued engagement and deployment is, in the opinion of the School, inconsistent with the interest of the School. Where the Contractor is unable to supply an alternative replacement that is approved by the School, School shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without the School being liable therefore in damages or compensation. The said termination shall take effect from the date of the notice of termination.

- 6.2 If the School objects by notice in writing to any Instructor assigned or designated by the Contractor or by any subcontractor to perform the Services under this Contract who, in the opinion of the School, has misconducted himself/herself or is a security risk or is deemed unsuitable in any way, the Contractor shall cause such person to be removed immediately and a suitable and adequate replacement furnished at no additional expense to the School. The replacement shall be registered with the Ministry of Education, and remain successfully registered throughout the Contract period. In the event that the School has other reasons to believe that any personnel employed by the Contractor, or its subcontractors or agents are unsatisfactory in any way, the Contractor and the School shall meet immediately in order to reach a mutually acceptable solution.
- 6.3 The Contractor undertakes not to change its Instructor deployed for this Contract without the School's consent, whose consent shall not be unreasonably withheld. The Contractor shall not alter or reduce the quality of its Instructor if this may adversely affect the progress or quality of the Services.
- 6.4 For the avoidance of doubt, it is agreed that the Contractor and any Instructor supplied under the terms of this Contract shall be, and shall be deemed to be, independent Contractors and not agents or employees of the School. Nothing in this Contract shall be treated as establishing or creating a relationship of master and servant or principal and agent between the School and the Contractor or the School and the Instructor.
- 6.5 The Contractor shall, and shall ensure that all its Instructors shall, observe and comply with all rules, policies, procedures, expectations or codes of conduct of the Ministry of Education, the School and the applicable sporting/arts/professional body as may be issued from time to time, and any such rules, policies, procedures, expectations or codes of conduct applicable to the place at which the activity is conducted, including rules, policies, procedures, expectations or codes of conduct relating to safety, security, ethics and discipline. The Contractor shall, and shall ensure its Instructor shall, be fully responsible for the safety, security, health and welfare of the students under the Instructor's charge and shall take all necessary precautions to ensure the safety, security, health and welfare of the students and others.

- 6.6 The Contractor shall, and shall ensure that its Instructors shall, only involve students in school activities approved by the School and shall not include any other persons in these activities without the approval of the School.
- 6.7 The Contractor shall, and shall ensure that its Instructors shall, only make use of school facilities and equipment or facilities and equipment approved by the School in discharging its obligations.
- 6.8 The Contractor shall, and shall ensure that its Instructors shall, only collect money from students when authorised by the School and shall keep proper accounts of any such collection.
- 6.9 The Contractor shall not, and shall ensure that its Instructors shall not, make any statement or representation on behalf of the School in any matter whatsoever.

7. OBLIGATION TO INFORM THE SCHOOL

- 7.1 The Contractor undertakes to inform the School if –
- (a) any circumstance has arisen that may be liable to lead to a termination of this Contract; or
 - (b) the Contractor (including any partner or any officer in the governing body of the Contractor) or any of its Instructors is under investigation for any criminal offence by any authority in Singapore or elsewhere or is facing disciplinary proceedings by any sporting, arts or professional body in Singapore or elsewhere.

8. COMPLIANCE WITH REGULATIONS

- 8.1 The Contractor shall comply with all governmental regulations and obtain and maintain all licenses, authorisations and permits (of a governmental nature) necessary for the performance of the Services. All related fees incurred shall be borne by the Contractor.

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10. TERMINATION OF SERVICES BY SCHOOL

- 10.1 The School may terminate the Services with immediate effect if the Contractor (including any partner or any officer in the governing body of the Contractor) or any of its Instructors (whether with or without the Contractor's knowledge):
- (a) is found to have given false or incorrect information either in the course of seeking registration with the Ministry of Education or in order to induce the School to enter into this Contract;

- (b) is de-registered by the Ministry of Education as a Contractor or Instructor authorised to offer such services;
- (c) commits a breach of any terms of this Contract;
- (d) is convicted of or is warned by the police for any act involving dishonesty or moral culpability;
- (e) is guilty of wrongdoing that brings disrepute to the Ministry of Education, the School or any sporting, arts or professional body;
- (f) has been disciplined by any sporting, arts or professional body;
- (g) is unskilled or incompetent;
- (h) is guilty of wilful neglect in the discharge of his duties or persistently reschedules training sessions without valid reasons;
- (i) knowingly participates in violations of the rules, policies, regulations or expectations of the Ministry of Education, the School or any sporting, arts, or professional body or knowingly allows such violations by others or fails to report such violations within a reasonable time period upon learning of such violations;
- (j) fails to respond fully and accurately or to co-operate or to appear upon request during investigations of rules violations by the Ministry of Education, the School or any sporting, arts or professional body, or fails to instruct or counsel employees or students under its supervision to do the same; or
- (k) fails to cooperate and enforce policies and procedures related to conduct and supervision of sporting, arts or professional programmes.

10.2 The School may also terminate the Services with immediate effect if:

- (a) the Contractor becomes insolvent;

where

- (b) the Contractor is a company, a receiver or liquidator is appointed over any undertaking or property of the Contractor or an order is made or a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of amalgamation or reconstruction) of the Contractor;
- (c) where the Contractor is a company, circumstances arise which entitle the Court or a creditor to appoint a receiver or manager in respect of the whole or a part of the Contractor's undertaking or which entitle the Court to make a winding-up order in respect of the Contractor;

- (d) where the Contractor is a partnership, the Contractor is dissolved or has a bankruptcy order made against it;
- (e) where the Contractor is an individual, the Contractor becomes bankrupt or dies;
- (f) legal proceedings alleging insolvency are brought against the Contractor;
- (g) the Contractor enters into any composition or arrangements with creditors; or
- (h) continued engagement and deployment is otherwise, in the opinion of the School, inconsistent with the interests of the School.

10.3 The School may exercise the right of termination under this Clause 10 even if the contravening act or omission of the Contractor relates not to the School but to another government, government-aided, independent, specialised independent school or specialised school.

10.4 Where the School requires the Contractor to remove any Instructor in lieu of termination of the Contract, the School may allow the Contractor to offer a replacement to the School's satisfaction. In the event there is no suitable replacement, the School may proceed to terminate the Contract with immediate effect.

10.5 The Contractor shall be liable for any costs, expenses or damages incurred by the School as a result of the aforesaid actions and termination of the Services under Clauses 10.1, 10.2, 10.3 and 10.4.

10.6 A termination before the expiry of this Contract may be made by the School giving at least one month's written notice. The School reserves the right to terminate the Contract without assigning any reasons. Notwithstanding the foregoing, the parties may terminate this Contract by executing a mutual termination agreement on such terms as may be mutually agreed upon in writing.

10.7 If the Contract is terminated, the following shall apply:

- (a) termination shall be without prejudice to any rights and obligations of either party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination;
- (b) the Contractor shall forthwith refund to the School all amounts paid to the Contractor under the Contract, less the price of the Goods and Services which have been accepted by the School as at the date of termination;
- (c) the Contractor shall immediately deliver property belonging to or provided by the School pursuant to the Contract and all deliverables prepared by the Contractor for

the Contract (including works-in-progress if so requested by the School). Works-in-progress shall be paid on a pro-rated basis at the School's sole discretion; and

- (d) the School shall, at its sole discretion, have the right to engage another person to provide the remaining Goods and Services to be provided under the Contract, and any additional costs and expenses incurred shall be paid by the Contractor, and the Contractor shall give reasonable assistance to the incoming contractors.

11. SUBCONTRACTING AND ASSIGNING

- 11.1 The Contractor shall not assign, subcontract or transfer in whole or in part, its rights or obligations without the written consent of the School.

12. VARIATION

- 12.1 No variation to this Contract shall apply thereto unless such variation shall have first been set out and agreed in writing by the Contractor and the authorised contract signatory of the School.

13. INDEMNITY

- 13.1 In the event of the School (including for this purpose every officer, department and authorised agent thereof) being held liable for any loss, damage or liability (whether criminal or civil) arising out of any claim by any person in respect of any act or omission of the Contractor (including its employees and agents) in connection with this Contract, the Contractor shall indemnify and hold harmless the School, its officers, departments or agents against any such claim and any costs, charges and expenses in respect thereof PROVIDED the same is not caused solely by the gross negligence or wilful default of the School, its officers, departments or agents.

14. FORCE MAJEURE

- 14.1 If there is delay in the supply of Goods or the performance of the Services under the Contract due to any of the following circumstances, namely acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes beyond the Contractor's control, then in such case the Contractor shall for the duration of such circumstance aforesaid, be relieved of its obligation to deliver any Goods or perform any Services thereby affected but the provision of the Contract shall remain in force in regard to supply of Goods or performance of Services not affected by such circumstances aforesaid and the Contractor shall only be paid in respect of such unaffected supply of Goods or performance of Services.

15. CONFIDENTIALITY

- 15.1 Except with the written consent of the School, the Contractor shall not, and shall ensure its Instructors do not, disclose any information issued or furnished by or on behalf of the

School in connection therewith this Contract or any information or knowledge acquired pursuant to this Contract to any person.

15.2 In addition to the foregoing, the Contractor shall not, and shall ensure its Instructors shall not, make use of any information obtained directly or indirectly from the School 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 School.

15.3 The Contractor shall not, and shall ensure its Instructors 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 Contractor in any media without the prior written consent of the School.

16. CONFLICT OF INTEREST

16.1 The Contractor warrants that, at the date of entering into this Contract, no conflict of interest exists or is likely to arise in the performance of the Services and of its obligations under this Contract.

16.2 If, during the term of this Contract, a conflict or risk of conflict of interest arises, the Contractor will notify the School immediately in writing of that conflict or risk and will comply with any requirement of the School to eliminate or otherwise deal with that conflict or risk of conflict.

16.3 The Contractor shall refrain, and ensure that its Instructors refrain, from soliciting business from students under its charge or their parents for the provision of services similar or identical to the Services already provided under this Contract. In the performance of the Services under this Contract, the Contractor shall, and ensure that its Instructors shall, manage the treatment of students under its charge, including, but not limited to, the selection of students to represent the school at competitions or other activities, in a fair and unbiased manner.

17. GIFTS, INDUCEMENTS AND REWARDS

17.1 The School shall be entitled to immediately terminate or rescind the Contract and recover from the Contractor the amount of any loss resulting from such termination or rescission if:

- (a) any Contractor Representative has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract; or

- (ii) showing favour to any person in relation to any contract with the School;
or
- (b) any Contractor Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

17.2 In this Clause 17:

“Anti-Corruption Laws” means:

- (a) Chapter IX of the Penal Code (Cap. 224);
- (b) the Prevention of Corruption Act (Cap. 241); and
- (c) any other applicable law including any foreign law which:
 - (i) prohibits the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or adviser of such person; or
 - (ii) is broadly equivalent to the laws set out in paragraphs (a) or (b) or which has as its objective the prevention of corruption.

“Contractor Representative” means any of the following:

- (a) the Contractor;
- (b) any person employed by the Contractor; or
- (c) any person acting on behalf of the Contractor (whether with or without the knowledge of the Contractor).

18. RIGHTS OF THIRD PARTIES

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

19. APPLICABLE LAW

- 19.1 This Contract shall be deemed to be made in the Republic of Singapore and shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore and the parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

20. ESCALATION OF DISPUTES

- 20.1 In the event of any dispute, claim, question or disagreement arising out of or relating to the Contract or its subject matter or formation (a "Dispute"), no Party shall proceed to mediation or any form of dispute resolution unless the Parties have referred the Dispute to a senior officer of each Party (each, an "Officer") who shall negotiate in good faith with a view to resolution of such Dispute.
- 20.2 If such Dispute is not resolved by agreement between the Officers within ninety (90) days after the date of referral of the Dispute to the Officers, any Party may proceed to:
- (a) if the Dispute is within the jurisdiction of the Small Claims Tribunals, refer the Dispute to the Small Claims Tribunals; or
 - (b) give the other Party written notice for mediation as contemplated in Clause 21.

21. DISPUTE RESOLUTION

- 21.1 Notwithstanding anything in the Contract, in the event of any Dispute and subject to Clause 20, 21.3 and 21.4, 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 procedure of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause 21.1 if they have gone through at least one mediation session at the Singapore Mediation Centre.
- 21.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 21.
- 21.3 The mediation session is to commence no later than **ninety (90) days** from the date of the written notice of mediation failing which either Party may proceed to dispute resolution.
- 21.4 Clause 21.1 shall not apply to a Dispute referred to the Small Claims Tribunals, provided that:
- (a) the Parties attend a consultation session before a Registrar (where the Parties will be given an opportunity to resolve the Dispute amicably) after a claim is filed with the Small Claims Tribunals; and
 - (b) the proceedings relating to such Dispute are not:
 - (i) discontinued by the Registrar pursuant to Section 17(3) of the Small Claims Tribunal Act; or
 - (ii) transferred out of the Small Claims Tribunals before or pursuant to such consultation session

21.5 Failure to comply with Clauses 21.1 and 21.2 shall be deemed to be a breach of the Contract.

22. INTENTIONALLY LEFT BLANK