

## **SCOPE OF REQUIREMENTS**

1. We are pleased to invite you to submit an offer for the supply and delivery of the following item:

### **Quotation for Provision of 3-Day Leadership Training for Sec/JC Student Leaders**

<b>Section A: Contact Details</b>	
School/ Organisation	Ministry of Education (MOE) Headquarters @Ghim Moh 285 Ghim Moh Road, Singapore 279622
Contact Information 1:	Name: <b>Ms Tan Wan Yan</b> Designation: Manager Contact No: 9010 4521 Email: <a href="mailto:Tan_Wan_Yan@moe.gov.sg">Tan_Wan_Yan@moe.gov.sg</a>
Contact Information 2:	Name: <b>Ms Jeanne Tan</b> Designation: Senior Manager Contact No: 98631859 Email: <a href="mailto:Jeanne_TAN@moe.gov.sg">Jeanne_TAN@moe.gov.sg</a>
<b>Section B: Requirement Specification for the programme</b>	
Description of Activity	To develop, organise and conduct a 3-Day <b>Leadership Training programme</b> comprising of these <u>3 main components</u> : i) Personal leadership ii) Team leadership iii) Project management skills
Objectives of Programme	The objectives of the training programme and experiential activities will enable the participants to be able to -: 1. Build good rapport and develop team bonding amongst the members. 2. Discover his/her personal leadership styles, strengths and weaknesses through measurable tool(s), self-reflection, as well as be given constructive feedback through observations by team-mates and/or instructors. 3. Set vision and goals of personal leadership and contribute productively as student leaders and to the students' community. 4. Enhance and develop effective communication and collaboration skills, including conflict management skills. 5. Enhance and develop project management skills, such as marketing and publicity. 6. Exhibit the 5 core values of gratitude, integrity, resilience, respect and responsibility. 7. Understand and appreciate the multicultural aspects of Singapore.
Estimated Dates/ Time	<b>Between 30 May 2022 and 3 June 2022 (Exact dates to be confirmed)</b> Time: 9.00am to 5.00pm
Target Group	Student leaders from Secondary and Junior College levels.
Total no. of participants	i. Estimated number of students: <b>20-22</b> The vendor shall undertake to accept the increase or decrease of students based on mutual agreement via contract agreement or issuance of Purchase Order. ii. Estimated number of MOE officers on-site: <b>8</b>

Venue(s) of Activities	<ul style="list-style-type: none"> <li>i. Vendor to propose venue(s) for outdoor activities.</li> <li>ii. Vendor to propose training venue to conduct workshop. <ul style="list-style-type: none"> <li>• The venue should be well-ventilated and spacious enough to enforce safe distancing in accordance with prevailing Safe Management Measures (SMM).</li> <li>• The venue should preferably be centralised and within walking distance from MRT stations.</li> </ul> </li> </ul>
Programme	<ul style="list-style-type: none"> <li>i. Design a comprehensive programme that can meet the stated objectives of the leadership training with specific learning outcomes for various activities.</li> <li>ii. The training programme should take the following flow in general: <p><b>1) Rapport building and team bonding:</b></p> <p><b>Outdoor activities (for example: Amazing Race):</b> [to include wet weather plan].</p> <p>The games/activities planned must be purposeful and related to the:</p> <ul style="list-style-type: none"> <li>i. Leadership skills;</li> <li>ii. 5 core values; and</li> <li>iii. Multicultural aspects of Singapore.</li> </ul> <p><b>2) Workshop and hands-on activities on leadership</b></p> <ul style="list-style-type: none"> <li>i. <b>Personal Leadership:</b> Discover personal leadership styles, strengths and weaknesses through measurable tool(s), self-reflection and constructive feedback through observations by team-mates and/or instructors. Set vision and goals of personal leadership and contribute productively as student leaders and to the students' community.</li> <li>ii. <b>Team Leadership:</b> Introduce a leadership framework. Enhance and develop skills on effective communication, conflict management and collaboration skills with stakeholders.</li> </ul> <p><b>3) Project Management Skills:</b></p> <p>Project tasks (tasks may be provided by MOE) that allow students to be guided through the essential stages of project management. Students to be equipped with marketing and publicity skills.</p> <p><b>Additional expectations:</b></p> <ul style="list-style-type: none"> <li>i. The content should be delivered through a hands-on approach, with interactive activities that can engage the youth effectively, building team-bonds and communication skills.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>ii. Debrief students after each activity to illustrate how these activities are linked to the leadership objectives, as well as the 5 Core values dispositions.</li> <li>iii. Ample time for reflections and discussions to reinforce knowledge and understanding of the concepts learnt.</li> <li>iv. Programme facilitators to provide constructive feedback to students through their observations of students during the activities. MOE officers would also join in to observe and provide feedback to students as deemed necessary.</li> </ul>
Safety	<ul style="list-style-type: none"> <li>1. All safety aspects of the leadership training/activities must be looked into.</li> <li>2. Provision of certified First Aider to attend to minor injuries.</li> <li>3. Recce of the venue for activities is to be provided by the vendor at least two weeks before the event.</li> <li>4. Vendor to submit the RAMs for the activities at least 2 weeks before the event.</li> </ul>
Meals	<ul style="list-style-type: none"> <li>1. For outdoor activities, provide a lunch budget of at least \$5 per student.</li> <li>2. For workshop, provide morning and afternoon tea breaks and lunch bento box for all students and MOE officers.</li> <li>3. The meals must provide for a balanced diet from a reliable licensed caterer/vendor, and to factor in special dietary preference (e.g. halal food) and restrictions (e.g. vegetarian).</li> <li>4. The portions of the meals should be appropriate to the level of the activity.</li> <li>5. Menu for all meals must be provided with the proposal.</li> <li>6. Water should be readily available throughout the duration of the leadership training programme.</li> </ul>
Transportation	<ul style="list-style-type: none"> <li>1. To cover the travelling expenses for participants to travel in-between locations during the outdoor activities.</li> <li>2. Provide 2-way transportation from the nearest MRT for all 3 days, if the training venue is not within walking distance from MRT stations or at a centralised location.</li> </ul>
Logistics	<ul style="list-style-type: none"> <li>1. All equipment and logistics for proposed programme must be provided and in good working condition.</li> <li>2. To sanitize the training venue (e.g. tables and chairs) and all equipment used before and after the activity and event for all days.</li> </ul>
Online platform to upload materials	To set up an online platform (e.g. Google Drive or similar platform) to upload materials and photos; and create a space for students to key in their daily reflections.
Leadership Training Evaluation	<ul style="list-style-type: none"> <li>1. Compilation and consolidation of leadership training evaluation by participants.</li> <li>2. Compilation and submission of student attendance.</li> </ul>

	3. Leadership training evaluation report and upload of photos to be submitted one week upon the completion of the training.
COVID-19	<p>Considering the COVID-19 situation, the Government has put in place various response measures to minimise risk of community spread in Singapore.</p> <p>All SMM (e.g. group size limits, safe-distancing, wearing of masks etc.) as prescribed by Singapore Government must be adhered to. Vendor should outline the various SMM undertaken in the proposal.</p> <p><b>If there are new changes from the Government directives, the leadership training will be adapted accordingly.</b></p>
<b>Section C: Requirement Specification for Instructors</b>	
Manpower	<ol style="list-style-type: none"> <li>Provision of trained <b>MOE-registered instructors</b> to conduct entire programme. There should be at least 1 instructor per group of 5-6 students excluding the trainer. <ul style="list-style-type: none"> <li>Ratio- <b>1 instructor: 5-6 students.</b></li> </ul> </li> <li>Each instructor is required to comply with MOE's Expectations of Instructors, where applicable, as indicated in <b>Annex A</b>. Failure to adhere to the expectations may result in contract termination.</li> <li>The instructors shall be responsible for the safety and welfare of the students while conducting activities and shall not involve external students in activities without prior approval from MOE.</li> <li>All instructors should be fully vaccinated.</li> </ol>
MOE Registration	<ol style="list-style-type: none"> <li><b>All instructors supplied by the vendor must be successfully registered with MOE</b> at the time of submission of quotation. This pass must be valid throughout the contract duration.</li> <li>Vendors whose instructors are still waiting for the outcome of their registration or have yet to register will not be considered.</li> </ol>
Qualification	<ol style="list-style-type: none"> <li>At least one instructor must have valid First Aid and Cardiopulmonary Resuscitation (CPR) certifications and he/she must be present throughout the event.</li> </ol>
Experience	<ol style="list-style-type: none"> <li>All instructors should be competent to handle the tasks and responsibilities assigned and achieve the programme objectives.</li> <li>Be at least 21 years of age;</li> <li>Have at least 3 years of experience working with students (between 15 and 20 years old) and conducted similar programmes for them.</li> </ol>
Employment Pass	If the instructor is not a Singapore Citizen or Permanent Resident, he/she must possess a valid Employment Pass issued by the Ministry of Manpower for the purposes of the engagement.
Language of Instruction	All instructors must be able to converse in English fluently.
Track Record	All interested vendors should provide a list of current and past training conducted for similar programmes.

Documents	Please provide the necessary documents to support qualifications and experience of the trainers/facilitators together with the quote.

Section D: Evaluation Criteria	
Critical Evaluation Criteria	<p><b>Suitability of Instructor(s) as specified in these Requirement Specifications:</b></p> <ol style="list-style-type: none"> <li>1. All instructors supplied by the vendor must be successfully <b>registered with MOE</b> at the time of submission of quotation.</li> <li>2. This pass must be valid throughout the contract duration.</li> </ol>
Evaluation Criteria (in this order of importance)	<ol style="list-style-type: none"> <li>1. Quality of programme (50%) <ul style="list-style-type: none"> <li>- Alignment to objectives</li> <li>- Design of programme</li> <li>- Ability to meet programme specifications</li> </ul> </li> <li>2. Price (30%) <ul style="list-style-type: none"> <li>- Cost effectiveness of the proposal</li> </ul> </li> <li>3. Experience of instructors (10%)</li> <li>4. Company track record (10%)</li> </ol> <p><i>Please submit the vendor's proposal according to Section E below.</i></p>
Section E: Instructions to Vendor	
Vendor's Proposal Guideline	<p><b>Vendor's proposal must be clear and presented in the following order:</b></p> <ol style="list-style-type: none"> <li>1. <b><u>List of MOE registered instructors</u></b> <p>a. 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.</p> <p>The following personal particulars of all proposed Instructors:</p> <ol style="list-style-type: none"> <li>i. Full name;</li> <li>ii. NRIC number or FIN;</li> <li>iii. Photocopy of Employment Pass for Instructors who are foreigners;</li> <li>iv. Resume/portfolio of all trainers and facilitator candidates that include name and relevant experience; and</li> <li>v. <b>Attach Annex C: List of MOE registered instructors.</b> (Please do not send in the whole list of instructors from the organisation)</li> </ol> </li> <li>2. <b><u>Programme Objectives and Outline</u></b> <p>The programme outline should cover:</p> <ol style="list-style-type: none"> <li>i. <b>Objectives</b> of the activities</li> <li>ii. Describe the types of <b>Leadership Model</b> to be covered (eg. personal leadership and team leadership)</li> <li>iii. The type of <b>assessment tool</b> provided for students to assess their own leadership qualities</li> <li>iv. Describe the <b>project management skills and activities</b> to be covered</li> </ol> </li> <li>3. <b><u>Provision according to specifications</u></b> (Please attach all the necessary documents)</li> </ol>

	<p>The provision should cover:</p> <ol style="list-style-type: none"> <li>Venue(s) for indoor and outdoor activities</li> <li>Meals and refreshments during indoor workshop (to attach proposed menu) and lunch expenses coverage during outdoor activities</li> <li>Transportation expenses coverage when travelling in between outdoor locations; as well as 2-way transportation to training venue from nearest MRT (if applicable).</li> <li>Online platform to upload training materials and write reflections</li> <li>Compilation of photos,</li> <li>Compilation of participants' feedback and programme evaluation.</li> <li>Intended SMM to be implemented</li> </ol> <p><b>4. <u>Price</u></b></p> <p>Provide the price quotation <u>per student/participant</u> (considering the provision for onsite MOE officers), as well as any separately quoted items when necessary.</p> <p>Please refer to <i>Submission of Price Offer</i> below for more information.</p> <p><b>5. <u>Company's track record and experience of instructors</u></b> (Please attach all the necessary certifications/documents)</p> <ol style="list-style-type: none"> <li>Meet the manpower ratio of 1 MOE-registered instructor: 5-6 students</li> <li>Experiences and suitability of instructors</li> <li>At least one instructor present with valid First Aid and CPR certifications (to provide document as proof)</li> <li>Company track records</li> </ol> <p><b>6. Attach <u>Annex D: Statement of Compliance</u></b></p>
Closing date	The closing date and time are as stated at the Quotation Notice in GeBIZ.
Validity period of quotation	The quotation shall be valid for <b><u>at least 60 days</u></b> from the date of closing of quotation.
Submission of Price Offers	<ol style="list-style-type: none"> <li>The Total Package Price per person must not have any hidden cost.</li> <li>Price entries in GeBIZ are to exclude GST. Vendors are to clearly indicate if GST is applicable.</li> <li>Please submit your quotation through GeBIZ. Any offer submitted after the closing date stated will not be considered.</li> <li>All price offers, including base and alternative offer(s), shall be submitted electronically via GeBIZ for ITQ. To submit alternative offer(s) via GeBIZ, GeBIZ Trading Partners can click on the "Add Alternative Offer" button in GeBIZ and key in their price.</li> </ol>
Payment Terms	<ol style="list-style-type: none"> <li>Payment will be made after the leadership training based on the number of participants.</li> <li>Payment terms will be 30 days upon presentation of the bill(s) by the vendor and receipt by MOE after the successful completion of the leadership training.</li> </ol>

	<p>3. The successful vendor must accept payment through Inter-Bank GIRO (IBG) and would be required to complete the Direct Credit Authorisation Form for payment to be made directly to the vendor's bank account upon receipt of Letter of Acceptance.</p> <p>4. Payment for services rendered will be subject to withholding tax (if applicable) in accordance to Singapore tax law. Vendors should declare if they are subject to withholding tax when responding to quotations.</p>
Additional Instructions	<p>1. The number of participants stated is estimated. The vendor shall charge MOE based on the actual number of participants in the attendance list.</p> <p>2. Shortlisted vendors may be required to conduct a physical presentation of their proposals upon request within a week of the closure of the ITQ.</p> <p>3. The successful vendor shall comply with any written law and bylaws, rules and regulations of any Government Ministry, Statutory Boards or other public authorities which are applicable or relevant to the execution of this leadership training.</p> <p>4. If necessary, the Authority may appoint an evaluation team to ascertain potential trainers/facilitators' ability to meet the evaluation criteria. This may entail the following:</p> <ul style="list-style-type: none"> <li>(a) Interviewing the potential instructors;</li> <li>(b) Requesting that the potential instructors furnish supporting documents or referees;</li> <li>(c) Requesting feedback from other schools or organisations that had previously engaged the instructors;</li> <li>(d) Requesting an observation with the instructors.</li> </ul>
For Enquiries	If you need further clarifications, you may contact the officers stated in Section A (Contact Details).

2. All contracting parties shall comply with the attached Conditions of Contract (**Annex B**).
3. Should your offer be accepted, the Conditions of Contract shall govern the Contract between the parties.
4. MOE reserves the right to award the quote in whole or in part to one or more vendors, unless you have expressly stipulated to the contrary in the ITQ.
5. Please note that MOE shall be under no obligation to accept the lowest or any quotation.
6. As part of contractual obligations, the instructors / Contractor must declare at the outset or during the contractual period any potential conflicts of interests that may arise (refer to Clauses 16.1 and 16.2 of the Conditions of Contract).



## **Documents submitted for ITQ evaluation of Proposal**

7. Vendors **shall submit** the following data or documents for evaluation. Failure to do so may render the proposal incomplete and liable for disqualification.

- (a) Details of Vendor:
  - i. Name of the Vendor
  - ii. Business Name
  - iii. Type of Business Entity:<sup>1</sup>
  - iv. Business Registration Number / Unique Entity Number (UEN)
  - v. Registered Business Address
  - vi. Business Contact Number
  - vii. Business Email Address
  - viii. Business Fax Number
- (b) A Statement of Compliance for all the clauses in this specification in the format as specified in **Annex D**.
- (c) Comprehensive Proposal described in Section E.
- (d) Price Proposals  
The vendor shall submit the Price Proposal in the ITQ (e.g. in separate line items through GeBIZ, etc).
- (e) Qualifications and Experience  
The vendor shall submit relevant documents to substantiate the vendor's qualifications and experience.

*This is a computerised letter. No signature is required.*

## **EXPECTATIONS OF INSTRUCTORS**

All Instructors shall note and practise the following areas of responsibilities and behaviour during **all of his or her** 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 activities provided under the Contract on social media networks or platforms without the Authority’s express written consent.
- (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 complying with all relevant anti-doping rules in line with the World Anti-Doping Code, and cooperating 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, are 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 appropriate 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 overarched 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 Officer 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 informed at the outset that they should 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 Officer,
  - (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 Authority'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 knowledge and approval of the Authority and the relevant Officers. 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 an Officer. In such instances, the school principal/MOE HQ division branch head/unit head (as the case may be) must give prior approval for the visit.
- (d) Communications<sup>2</sup> 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;

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<sup>2</sup> Communication refers to face-to-face interactions, electronic means of communication, online communication and the use of social media.

- (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 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 and 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, a member of the school staff or a MOE HQ officer, 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, a member of the school staff or a MOE HQ officer 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 under the Contract. 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 may be advised by the Officer.
  - (b) adequate safety measures are actively put in place during activities conducted by the Instructor.
  - (c) Instructors shall not expose students to any potentially dangerous situations.
- 2.2 Instructors shall assist the Officer 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 Officer 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 Authority on specific safety measures pertaining to his or her field of instruction that are necessary over and above the general measures taken by the Authority.



**3. Miscellaneous**

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

**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<sup>#</sup> shall govern the Contract between the Authority and your company.

**1. DEFINITIONS**

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

- (a) "Authority" means the Government of Singapore (Ministry of Education) and includes any officer authorised by the Authority to act on its behalf.
- (b) "Background IP" means IP which is created prior to or independently of this Contract.
- (c) "Contract" includes the Authority'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 Authority to the Contractor for the supply of the Goods and performance of the Services.
- (d) "Contract Price" means the price (exclusive of the Singapore Goods and Services Tax) payable to the Contractor for the full and proper performance of its obligations.
- (e) "Contractor" means the successful supplier who has been awarded the Contract by the Authority.
- (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 the Contract.
- (h) "Instructor" refers to all instructors provided by the Contractor under this Contract or, where the Contractor provides the instruction personally, the Contractor.
- (i) "IP" means intellectual property and shall include patents, copyright, industrial design and integrated circuit topography.
- (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 Authority 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 Authority that the Contractor is unable or unwilling to continue to provide all or any of the Services under this Contract, the Authority 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 Authority 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 Authority. 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.

### **4. INTENTIONALLY LEFT BLANK**

### **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 Authority and the Authority's receipt as referred to in Clause 3.1, the Authority 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 shall be registered with the Ministry of Education, and remain successfully registered throughout the Contract period. The Contractor shall only deploy the Instructors specified in Annex C (Instructors Deployment List).
- 6.2 The Contractor shall ensure that all Instructors possess relevant and adequate skills for the performance of the Services.
- 6.3 The Authority may in its discretion require the Contractor to remove any Instructor if, in the Authority's opinion, any of the following circumstances arise:
- (a) such Instructor does not possess sufficient skill and competency to provide the Services;
  - (b) the continued engagement and deployment of such Instructor is inconsistent with the values, ethos or interests of the Authority;

- (c) the Instructor ceases at any time to be registered with the Ministry of Education in accordance with Clause 6.1.
  - (d) the Instructor fails to comply with the Expectations of Instructors; and
  - (e) the Instructor has misconducted himself/herself or poses a security risk or is deemed unsuitable in any way.
- 6.4 In the event that the Authority 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 Authority shall meet immediately in order to reach a mutually acceptable solution.
- 6.5 Where the Authority wishes to exercise its rights under Clause 6.3, the Authority shall provide notice in writing to the Contractor, stating the Instructor that the \*Authority would like to remove and the reasons for doing so ("**Removal Notice**").
- 6.6 Upon receipt of the Removal Notice, the Contractor shall cause the Instructor to be removed immediately. The Contractor shall supply a replacement Instructor no later than the date stated in the Removal Notice, which shall be subject to the approval of the Authority.
- 6.7 Where the Contractor is unable to supply a replacement in accordance with Clause 6.6, the Authority shall have the right to terminate the Contract or cancel any part thereof by way of a notice to the Contractor without the Authority being liable therefore in damages or compensation. The said termination or cancellation shall take effect from the date of the notice of termination or cancellation respectively.
- 6.8 The Contractor undertakes not to change the Instructors deployed for the Contract as stated in its Quotation Offer or as otherwise agreed to by the Authority without the Authority's consent, whose consent shall not be unreasonably withheld. Any replacement Instructors proposed by the Contractor shall be equally or better qualified than the original Instructors to provide the Services.
- 6.9 The Contractor and any Instructor supplied under the terms of the Contract shall be, and shall be deemed to be, independent contractors and not agents or employees of the Authority. Nothing in the Contract shall be treated as establishing or creating a relationship of master and servant or principal and agent between the Authority and the Contractor or the Authority and the Instructor.
- 6.10 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 Authority 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.

- 6.11 The Contractor shall, and shall ensure that its Instructors shall, only involve students in school activities approved by the Authority and shall not include any other persons in these activities without the approval of the Authority.
- 6.12 Unless the Contract specifies otherwise, 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 Authority in discharging its obligations.
- 6.13 The Contractor shall, and shall ensure that its Instructors shall, only collect money from students when authorised by the Authority and shall keep proper accounts of any such collection.
- 6.14 The Contractor shall not, and shall ensure that its Instructors shall not, make any statement or representation on behalf of the Authority in any matter whatsoever.

## **7. OBLIGATION TO INFORM THE AUTHORITY**

- 7.1 The Contractor undertakes to inform the Authority 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.

## **9. OWNERSHIP OF INTELLECTUAL PROPERTY**

- 9.1 Nothing in the Contract shall affect any person's right to own or licence Background IP.
- 9.2 All Foreground IP created by the Contractor, its subcontractor or supplier shall vest in the Authority.
- 9.3 The Contractor:
- (a) hereby assigns and transfers absolutely to the Authority all rights, title and interests in the Foreground IP free from all encumbrances whatsoever; and
  - (b) shall procure that its subcontractors and suppliers assign and transfer absolutely to the Authority all rights, title and interests in the Foreground IP free from all encumbrances whatsoever.

- 9.4 The Contractor further warrants that it shall have the authority to effect the necessary transfer, assignment or other assurance for the Foreground IP to vest in the Authority when called upon by the Authority to do so.
- 9.5 The Contractor:
- (a) hereby grants to the Authority and its agents, free of any additional charge, a Singapore, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Contractor; and
  - (b) shall procure that its subcontractors and suppliers grant to the Authority and its agents, free of any additional charge, a Singapore, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to it.
- 9.6 Nothing in this Clause 9 shall give the Contractor any right, title or interest in or to any IP in any results, report, data or information generated or produced by the Authority or another person on behalf of the Authority as a result of the Contract. The title to all IP in any such results, report, data or information generated or produced by the Authority or another person on behalf of the Authority shall be owned by the Authority.
- 9.7 If the Contractor, its subcontractor or supplier intends to sell or transfer its Background IP, the Contractor shall ensure that:
- (a) the purchaser of the Background IP and every successor in title to the interest in the Background IP (each, a "Purchaser"):
    - (i) has prior written notice of this Clause 9; and
    - (ii) undertakes to the Authority in writing that it will comply with this Clause 9.6 in all respects as if references to "the Contractor" had referred to the Purchaser; and
  - (b) such sale or transfer is subject to the licences granted or required to be granted under this Clause 9.
- 9.8 The Contractor undertakes to do all acts and things and sign and execute all such documents as the Authority may reasonably request to perfect, protect or enforce any of the rights granted or promised to the Authority under this Clause 9. Without prejudice to the generality of the foregoing, if any licence granted under or pursuant to this Clause 9 is registrable under any IP registration system in Singapore, the Contractor shall:
- (c) register the licence under the IP registration system in Singapore; and
  - (d) deliver copies of documentary proof of such licence registration to the Authority as soon as possible.

## **10. TERMINATION OF SERVICES BY AUTHORITY**

- 10.1 The Authority 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 Authority 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 Authority, 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 Authority 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 Authority 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 Authority 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 Authority, inconsistent with the interests of the Authority.
- 10.3 The Authority may exercise the right of termination under this Clause 10 even if the contravening act or omission of the Contractor relates not to the Authority but to another government, government-aided, independent, specialised independent school or specialised school.
- 10.4 Where the Authority requires the Contractor to remove any Instructor in lieu of termination of the Contract, the Authority may allow the Contractor to offer a replacement to the Authority's satisfaction. In the event there is no suitable replacement, the Authority 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 Authority 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 The Authority may terminate the Contract at any time by giving at least one month's written notice. The Authority is not obliged to provide any reasons for terminating the Contract under this Clause 10.6. Notwithstanding the foregoing, the Parties may terminate the 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 Authority all amounts paid to the Contractor under the Contract, less the price of the Goods and Services which have been accepted by the Authority as at the date of termination;
  - (c) the Contractor shall immediately deliver property belonging to or provided by the Authority pursuant to the Contract and all deliverables prepared by the Contractor for the Contract (including works-in-progress if so requested by the Authority). Works-in-progress shall be paid on a pro-rated basis at the Authority's sole discretion; and
  - (d) Save where the Contract is terminated by the Authority under Clause 10.6, the Authority 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 Authority.

## **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 Authority. The agreement shall be in such format as may be specified by the Authority.

## **13. INDEMNITY**

- 13.1 In the event of the Authority (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 Authority, 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 Authority, 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 Authority, the Contractor shall not, and shall ensure its Instructors do not, disclose any information issued or furnished by or on behalf of the Authority 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 Authority 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 Authority.

- 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 Authority.

#### **15A. PERSONAL DATA**

- 15A.1 The Contractor shall not, and shall ensure that its Instructors as well as all of its directors, officers, employees, servants, agents and subcontractors do not, access, monitor, use or process personal data obtained or held in connection with the Contract, except as reasonably necessary to perform its obligations under the Contract.
- 15A.2 The Contractor shall not, and shall ensure that its Instructors as well as all of its directors, officers, employees, servants, agents and subcontractors shall not, disclose any personal data obtained or held in connection with the Contract without the prior consent of the Authority. Any request for the Authority's consent must include an explanation of why the proposed disclosure is necessary for the purposes of fulfilling the Contractor's obligations under the Contract.
- 15A.3 The Contractor shall not cause or permit personal data obtained or held in connection with the Contract to be processed, stored, accessed or otherwise transferred outside Singapore, or allow parties outside Singapore to have access to it, unless with the prior written consent of the Authority and subject to such conditions as the Authority may impose.
- 15A.4 The Contractor shall immediately notify the Authority when it becomes aware of a breach of Clauses 15A.1, 15A.2 and 15A.3 by itself or any Instructor or subcontractor.
- 15A.5 The Contractor shall immediately notify the Authority as soon as it becomes aware that a disclosure of personal data may be required by law and cooperate at its own costs with the Authority's reasonable requests and directions.

#### **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 Authority immediately in writing of that conflict or risk and will comply with any requirement of the Authority 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 provide.
- 16.4 In the performance of the Services, 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 Authority 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 Authority; 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:

- (d) the Contractor;
- (e) any person employed by the Contractor; or
- (f) 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. CONTRACT EXTENSION**

22.1 The Contractor grants the Authority the option to extend the initial contract term for a further period as may be stated in the Authority's Requirement Specifications which shall be exercisable by the Authority at any time before the expiry of the initial contract term. Unless otherwise specifically agreed between the Parties, the purchase made during the extended period shall be subject to the same terms and conditions (inclusive of any amendments), and the Services purchased shall form part of the Services defined in this Contract.

The Contractor shall use the Instructors specified in Annex C (Instructors Deployment List) and shall ensure the Instructors remain registered with the Ministry of Education throughout the Contract period.

[illegible]

## STATEMENT OF COMPLIANCE

*To ITQ Specifications Requirements for Leadership Training for Students  
(Estimated to be between 30 May and 3 June 2022)*

<b>CLAUSE REFERENCE</b> (See Note A)	<b>COMPLIANCE</b> (See Note B)	<b>EXPLANATORY NOTE / REMARKS</b> (See Note C)
1. Section B		
1. Section C		
1. Section D		
1. Section E		
2 - 6		
7		
Annex A		
Annex B		
Annex C		

Note A: Clause reference number

Note B: Respond using the following standard replies:

- A:** Alternative offered
- C:** Able to comply fully
- U:** Unable to comply

Note C: Provide explanatory note whenever possible. Mandatory if reply in second column is 'A'.