

PA-ITQ-2022-0024

Tel : 6248 5582

Fax : 6219 1176

12 April 2022

Dear Sir/Madam

INVITATION TO QUOTE
QUOTATION NO: PA-ITQ-2022-0024

**PROVISION OF SERVICES FOR DIGITALISATION OF NORTH WEST
BRISK WALKING CLUB FOR A PERIOD OF SEVEN (7) MONTHS**

You are invited by the People's Association (PA) to quote for the provision of services for digitalisation of North West Brisk Walking Club.

2 This Invitation to Quote (ITQ) is set out in the following Quotation documents:

- (a) Covering Letter;
- (b) Part I – Conditions of Contract;
- (c) Part II – Specifications;
- (d) Part III – Evaluation Criteria;
- (e) Part IV – Price Format;
- (f) Appendices;
 - (i) Undertaking to Safeguard Official Information (Appendix I);
 - (ii) Company / Business Background Information (Appendix II);
 - (iii) Track Records (Appendix III);
 - (iv) Statement of Compliance (Appendix IV).

3 All interested Suppliers are required to attend a ***mandatory Pre-Briefing** which will be held on:

Date: 18 April 2022

Time: 11am*

Venue: North West Community Development Council,
900 South Woodlands Drive, #06-01 S730900

*(Supplier will be informed on the time slot allocated for the briefing via email)

4 To confirm the attendance of your representative, please fill up the Attendance Form at **Annex A** and email it to CHIA_Yain_Yi@pa.gov.sg **before 1.00pm on 14 April 2022.**

5 Your offer of the Price (S\$) for providing the services in accordance with Part I and II of the ITQ must be submitted through Government Electronic Business (GeBIZ) **not later than 1.00 pm on 27 April 2022.**

6 Your quote will be evaluated based on the Evaluation Criteria set out in Part III of the Quotation Documents.

7 If you require any further information, please do not hesitate to contact the undersigned at Tel no. 6248 5582 or e-mail at CHIA_Yain_Yi@pa.gov.sg Any clarification(s) on the Quotation Documents shall be submitted no later than three (3) working days prior to the close of this ITQ via email.

Yours faithfully

CHIA YAIN YI
MANAGER (PROJECTS)
NORTH WEST COMMUNITY DEVELOPMENT COUNCIL

This is a computer generated document. No signature is required.

PRE-BRIEFING ATTENDANCE FORM*

To : North West Community
Development Council
People's Association
Email:
CHIA_Yain_Yi@pa.gov.sg
Attention: Chia Yain Yi

From : (Name & Address of Company)

Tel :

Fax :

Email :

QUOTATION NO: PA-ITQ-2022-0024

**PROVISION OF SERVICES FOR DIGITALISATION OF NORTH WEST
BRISK WALKING CLUB FOR A PERIOD OF SEVEN (7) MONTHS**

We are pleased to confirm that the following person/s will be attending the mandatory Pre-Briefing on 18 April 2022, 1pm at the North West Community Development Council, 900 South Woodlands Drive, #06-01 Singapore 730900:

1. Name :

Designation :

2. Name :

Designation :

3. Name :

Designation :

Please submit completed form via email to CHIA_Yain_Yi@pa.gov.sg by 14 April 2022, 1.00pm.

PART I

OF INVITATION TO QUOTE

CONDITIONS OF CONTRACT

PART I

QUOTATION NO: PA-ITQ-2022-0024

PROVISION OF SERVICES FOR DIGITALISATION OF NORTH WEST BRISK WALKING CLUB FOR A PERIOD OF SEVEN (7) MONTHS

CONDITIONS OF CONTRACT

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

1 DEFINITION

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

- (a) "Authority" means the People's Association and includes any officer authorised by the Authority to act on its behalf.
- (b) "Contract" includes the Authority's ITQ Message, the Contractor's Quote Message or offer (submitted through GeBIZ), these Conditions of Contract, the specifications and samples, Letter of Acceptance, Order Message or any Orders issued by the Authority to the Contractor for the supply of the Goods and/or performance of 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 Authority.
- (e) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
- (f) "IP" means patents, copyrights, trade marks, service marks, trade names, domain names, logos, get-ups, inventions, registered and unregistered design rights, database rights, industrial design, integrated circuit topography, geographical indications and all other similar rights of whatever nature wherever in the world arising, in each case:
 - (i) whether registered or not;
 - (ii) including any applications to protect or register such rights;
 - (iii) including all renewals and extensions of such rights or applications;
 - (iv) whether vested, contingent or future;
 - (v) wherever existing.

- (g) "Losses" means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts' and consultants' fees), settlement sums and sums paid in satisfaction of court, arbitral or expert award.
- (h) "Services" means the work which the Contractor is required to perform under the Contract.

2 SCOPE OF CONTRACT

2.1 The Contractor shall carry out and complete the supply of all items of Goods and perform Services in accordance with the Contract. Unless otherwise stated in the Contract, all Goods shall be new and unused.

3 DELIVERY

3.1 The Contractor shall deliver the Goods and perform the Services by the Delivery/Performance Date 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.

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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 of the Contract and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be specified by the Authority and the Authority's receipt as referred to in Clause 3.1 of the Contract, 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 this Contract.

5.2 Where delivery is by consignments, payment will be made within 30 days after delivery of each consignment and the receipt of the documents referred to in Clause 3.1.

5.3 All invoices from the Contractor are to be submitted to the Authority electronically via Vendors@Gov (www.vendors.gov.sg) unless expressly instructed otherwise by the Authority.

6 RIGHTS OF THIRD PARTIES

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

7 SUB-CONTRACTING AND ASSIGNING

7.1 The Contractor shall not, without the prior written consent of the Authority, sub-contract its obligations, or transfer or assign the benefit of the whole or any part of the Contract.

7.2 The Contractor shall be responsible for the acts, defaults, negligence and omissions of its Subcontractors and their Personnel

8 TERMINATION

8.1 If any of the following events occur, save where such termination is prohibited under Section 440 of the Insolvency, Restructuring and Dissolution Act 2018, the Authority shall have the right (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages) to terminate the Contract with immediate effect by written notice to the Contractor:

- (a) an Event of Default has occurred (not being a default covered by any other sub-clause of Clause 8.1) and
 - (i) the Contractor fails to remedy the Event of Default within fourteen (14) days from a written notice from the Authority to do so; or
 - (ii) the Event of Default is not capable of being remedied within a reasonable time;
- (b) the Contractor is in breach of any of its obligations under the Contract, and such breach results, or is likely to result, in damage to the reputation of the Authority or the Government of the Republic of Singapore;
- (c) the Contractor is in material breach of any of its obligations under the Contract;
- (d) a breach by the Contractor of Clause 7 (Sub-contracting and Assigning)
- (e) a breach by the Contractor of Clause 13 (Confidentiality);
- (f) a breach by the Contractor of Clause 20 (Data Protection and Security);
- (g) any action is contemplated or any legal proceedings are commenced

against the Contractor alleging infringement of IP rights;

- (h) the Contractor has failed to meet the service level requirements set out in paragraph 2 of the Specifications on more than five (5) occasions;
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- (k) INTENTIONALLY LEFT BLANK

8.2 If any of the following events occur, the Authority shall, to the extent permitted by law, be entitled to terminate the Contract with immediate effect by written notice to the Contractor, and the Contractor shall have no claim for any damages or compensation:

- (a) the Contractor is unable to pay its debts as and when they fall due;
- (b) where the Contractor is a company, a receiver, liquidator or provisional 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 partnership, the Contractor is dissolved or has a bankruptcy order made against it;
- (d) where the Contractor is an individual, the Contractor becomes bankrupt or dies;
- (e) legal proceedings alleging insolvency are brought against the Contractor;
- (f) any application is made for the winding-up, bankruptcy or dissolution of the Contractor; or
- (g) the Contractor enters into any composition or arrangements with creditors.

8.3 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];
- (d) in the event of a termination pursuant to Clause 8.1 or 8.2, 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; and
- (e) in the event of a termination pursuant to Clause 8.1(g), the Authority shall have the right to return any Goods which have been provided to the Authority as at the date of termination, and the Contractor shall forthwith refund to the Authority all amounts paid to the Contractor under the Contract in respect of such Goods.

8.4 For the purposes of this Clause 8:

“Event of Default” means any breach (whether material or not) by the Contractor of any of its obligations under the Contract.

8.5 Nothing in this Clause 8 shall be deemed to prejudice any other rights or remedies available to the Authority against the Contractor for any breach of the Contractor's obligations whether under the Contract or at law or in equity:

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8B *INTENTIONALLY LEFT BLANK*

9 **FORCE MAJEURE**

9.1 Neither Party shall be liable for any failure to perform its obligations under the Contract if the failure results from events which are beyond its reasonable control (“**Force Majeure Event**”) provided always that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For purposes of the Contract, “Force Majeure Event” shall include acts of God, acts of civil or military authority, civil disturbance, wars, strikes, fires, epidemics or pandemics, and other catastrophes.

9.2 If the effect of any Force Majeure Event continues for a period exceeding fourteen (14) days, the Authority may at any time thereafter give notice to the Contractor to terminate the Contract with immediate effect without being liable to the Contractor in damages or compensation.

9.3 If a Force Majeure Event occurs, the Contractor or the Authority (as the case may be) shall be for the duration of such Force Majeure Event be relieved of any obligation under the Contract as is affected by the Force Majeure Event except that the provisions of the Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the Force Majeure Event.

9.4 Failure of the Contractor's subcontractors or suppliers to perform their obligations shall not be regarded as events beyond the control of the Contractor.

10 GIFTS, INDUCEMENTS AND REWARDS

10.1 The Authority may terminate the Contract and recover from the Contractor the amount of any Loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with the Authority or for showing or forbearing to show favour to any person in relation to any Contract with the Authority, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the Authority the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the *Penal Code* or *Prevention of Corruption Act* or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the *Penal Code* or the *Prevention of Corruption Act*.

11 VARIATION

11.1 No variation of the Contract shall be of any force unless agreed upon in writing and signed by the authorised signatories of both Parties. A variation made in accordance with this Clause 11.1 shall not require consideration for the variation to be binding and enforceable.

12 APPLICABLE LAW AND DISPUTE RESOLUTION

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

12.2 Notwithstanding anything in the Contract, in the event of any dispute, claim, question or disagreement arising out of or relating to the Contract (a "**Dispute**") and subject to Clause 12.2(b), 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 12.2 if they have gone through at least one mediation session at the Singapore Mediation Centre:

- (a) A Party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 12.2.
- (b) 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.
- (c) Failure to comply with Clause 12.2 shall be deemed to be a breach of the Contract.

12.3 Each party irrevocably submits to the exclusive jurisdiction of the Singapore courts.

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

13 CONFIDENTIALITY

13.1 Except with the written consent of the Authority, the Contractor shall not disclose to any person the Contract or any purchases made in this Contract or any provisions thereof or any information received or obtained by the Contractor in connection with the Contract.

13.2 In addition to the foregoing, the Contractor 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.

14 INDEMNITY

14.1 The Contractor shall indemnify and keep indemnified the Authority against any and all Losses sustained, incurred, paid by or suffered by the Authority arising out of or in connection with any act or omission on the part of the Contractor, its subcontractor or any of their directors, officers, personnel, employees, servants or agents.

15 SET OFF

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

16 ORDER OF PRECEDENCE

16.1 In the event and to the extent only of any conflict between any provisions of the Contract, the conflict shall be resolved, subject to Clause 16.2, in accordance with the following order of precedence:

- (a) these Conditions of Contract;
- (b) the Requirement Specifications;
- (c) the Letter of Acceptance;
- (d) the Contractor's Offer (as amplified or modified by any correspondence exchanged between the Authority and the Contractor which has been agreed to by the Authority in writing as amplifying or modifying the Contractor's Offer).

16.2 Where the Contractor's Offer (as amplified or modified by any correspondence exchanged between the Authority and the Contractor which has been agreed to by the Authority in writing as amplifying or modifying the Contractor's Offer) contains provisions which are more favourable to the Authority in relation to the rest of the Contract, such provisions of the Contractor's Offer shall prevail. The Authority shall in its absolute and sole discretion determine whether any provision is more favourable to it in relation to the Contract. For the avoidance of doubt, this Clause shall form an integral part of the Conditions of Contract referred to in Clause 16.1(a).

17 USE OF AUTHORITY'S LOGOS

17.1 The Contractor shall not use the Authority's name(s), logos or other identifications in any manner unless:

- (a) expressly permitted under the Contract for the sole purpose of performing the Contractor's obligations. Such permission is deemed to lapse upon the expiry or termination of the Contract (whichever is earlier); or
- (b) the Authority's prior written consent is otherwise obtained.

18 PUBLICITY

18.1 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the Authority.

19 SURVIVING PROVISIONS

19.1 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract, including 6 (Rights of Third Parties), 8 (Termination), 10 (Gifts, Inducements and Rewards), 11 (Variation), 12 (Applicable Law), 13 (Confidentiality), 14 (Indemnity), 15 (Set-off), 16 (Order of Precedence), and 19 (Surviving Provisions), and shall survive the termination or expiry of the Contract.

20 DATA PROTECTION AND SECURITY

Data Protection

- 20.1 The Contractor shall, and shall ensure that all its directors, officers, employees, servants, agents and Subcontractors, comply at its own costs with all data protection, personal data protection, spam and cybercrime laws which arise in connection with the Contract.
- 20.2 The Contractor shall not, and shall ensure that 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.
- 20.3 The Contractor shall not, and shall ensure that 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 written consent of the Authority. Any request for the Authority's consent under this Clause 20.3 must include an explanation of why the proposed disclosure is necessary for the purposes of fulfilling the Contractor's obligations under the Contract.
- 20.4 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 to any third party (whether within or outside Singapore), or allow any third party to have access to it, unless with the prior written consent of the Authority and subject to such conditions as the Authority may impose. Any request for the Authority's consent under this Clause 20.4 shall include an explanation of why the proposed transfer is necessary

for the purposes of fulfilling the Contractor's obligations under the Contract. If consent is granted, the Contractor shall provide a written undertaking that the personal data which is:

- (a) transferred outside Singapore will be protected to a comparable standard as it is protected under the Personal Data Protection Act 2012; and
- (b) transferred within Singapore will be protected in accordance with the requirements set out in this Clause 20.

- 20.5 The Contractor shall immediately notify the Authority when it becomes aware of a breach of Clauses 20.1 to 20.4 by itself or any Subcontractor.
- 20.6 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.
- 20.7 The Contractor shall ensure that all personal data obtained or held in connection with the Contract and any copies thereof, regardless of the medium of storage, and which is no longer necessary for the purposes of its performance of the Contract is to be returned to the authority within sixty (60) days. Any personal data that is retained by the Contractor after such personal data is no longer necessary for the purposes of its performance of the Contract, or without the written authorisation of the Authority, is a breach of the Contract. No later than sixty (60) days from the termination or expiry of the Contract, the Contractor shall provide a written confirmation that it is no longer in possession of any personal data obtained or held in connection with the Contract or copies thereof, regardless of the medium of storage.

Security

- 20.8 The Contractor shall take all reasonable measures to ensure that personal data held in connection with the Contract is protected against loss or damage (whether accidental or otherwise), and against unauthorised access, use, modification, disclosure or other misuse and that only authorised personnel shall have access to the data.
- 20.9 The Contractor shall, in respect of any personal data held by it in connection with the Contract, comply with any reasonable requests, directions or guidelines of the Authority relating to the handling of personal data.
- 20.10 The Contractor shall immediately notify the Authority when it becomes aware of a breach of Clause 20.8 by itself or any Subcontractor.

Remedies

- 20.11 In the event of any breach by the Contractor, Subcontractor or any of their directors, officers, employees, servants, agents or Subcontractors of this Clause 20, the Authority is entitled to terminate the Contract forthwith without being liable to the Contractor for any damages or compensation.
- 20.12 The Contractor shall indemnify and keep indemnified the Authority against any and all Losses sustained, incurred, paid by or suffered by the Authority arising out of or in connection with any act or omission on the part of the Contractor, subcontractor, or any of their directors, officers, employees, servants or agents in relation to this Clause 20.

Definition

- 20.13 For the purposes of this Clause 20, the words “personal data” shall have the same meaning in the Contract as its definition in the Personal Data Protection Act 2012 (No. 26 of 2012).

Survival

- 20.14 In addition and without prejudice to clause 19, this Clause 20 shall survive the termination or expiry of the Contract.

21 OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 21.1 Nothing in the Contract shall affect any person’s right to own or licence Background IP.
- 21.2 All rights, title and interest in all Foreground IP created by the Contractor, its Subcontractor or supplier shall be co-owned by the Authority and the Contractor in equal undivided shares, and shall vest in the Authority and the Contractor as co-owners without the need for any transfer or assignment to be executed by the person generating the same unless such transfer or assignment is required under law.
- 21.3 The Contractor:
- (a) hereby assigns and transfers all rights, title and interests in the Foreground IP (other than those already vested in the manner described in Clause 21.2) free from all encumbrances whatsoever to the Authority and the Contractor absolutely as co-owners in equal undivided shares; and
 - (b) shall procure that its Subcontractors and suppliers assign and transfer all rights, title and interests in the Foreground IP free from

all encumbrances whatsoever to the Authority and the Contractor absolutely as co-owners in equal undivided shares.

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 and Contractor as co-owners when called upon by the Authority to do so.

- 21.4 Each Party shall be entitled to exploit, including by way of licence, the Foreground IP, without reference to the other Party and without any obligation to account to the other Party for the profits or gains from such exploitation.
- 21.5 Nothing in Clause 21 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 as a result of the Contract shall be owned by the Authority.
- 21.6 In consideration of the Authority agreeing to co-ownership of the Foreground IP, 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.
- 21.7 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 21; and
 - (ii) undertakes to the Authority in writing that it will comply with this Clause 21.7 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 21.
- 21.8 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 21. Without prejudice to the generality of the foregoing, if any licence granted under or pursuant to this Clause 21 is registrable under any IP registration system in Singapore, the Contractor shall:

- (a) register the licence under the IP registration system in Singapore; and
- (b) deliver copies of documentary proof of such licence registration to the Authority as soon as possible.

21.9 In the Contract:

“Background IP” means IP in or in connection with the Goods or Services, which is created prior to or independently of the Contract.

“Foreground IP” means IP (including future IP) which results from or is generated pursuant to or for the purpose of the Contract.

“Licensee” means the Authority.

21.10 This Clause 21 shall survive the termination or expiry of the Contract.

22 INTELLECTUAL PROPERTY INDEMNIFICATION

22.1 The Contractor:

- (a) represents, warrants and undertakes to the Authority that all Goods and Services supplied by the Contractor and all IP used or introduced by the Contractor in the course of performing its obligations under the Contract do not infringe any rights or interests of any third party in IP; and
- (b) shall give the Authority prompt notice in writing of any claim of infringement of any such rights or interests made by any third party.

22.2 The Contractor shall indemnify the Authority and its officers against all Losses which the Authority or its officers may at any time and from time to time incur or suffer by reason of:

- (a) any breach of Clause 22.1; or
- (b) any claim of infringement or alleged infringement of any IP used or introduced by the Contractor in the course of performing its obligations under the Contract.

22.3 Without prejudice to the Authority’s right to defend a claim alleging such infringement, the Contractor shall, if requested by the Authority but at the Contractor’s expense, defend such claim. The Contractor shall observe the Authority’s directions relating to the defence or negotiation for settlement of such claim.

- 22.4 The Authority shall, if requested but at the Contractor's expense, provide the Contractor with reasonable assistance in conducting the defence of such claim.
- 22.5 If any of the Goods or Services supplied by the Contractor or IP used or introduced by the Contractor in the course of performing its obligations under the Contract is alleged to infringe the rights or interests of third parties in IP, the Authority may (in addition to and without prejudice to all other rights or remedies available), at the option of the Authority, require the Contractor, at the Contractor's own expense, to:
- (a) procure for the Authority the right to continue using the same;
 - (b) replace or modify the same so as to avoid the infringement but still meeting the obligations of the Contractor under the Contract (in which event the Contractor shall compensate the Authority for any Losses sustained or incurred by the Authority in connection with such replacement or modification); or
 - (c) pay the Authority a sum equivalent to the purchase price of items functionally equivalent to the infringing items upon the return of the infringing items to the Contractor.
- 22.6 All royalties and fees claimable by or payable to any person for or in connection with any IP used or required to be used in connection with the performance of the Contractor's obligations under the Contract shall be deemed to be included in the Contract Price and shall not be further borne by the Authority.
- 22.7 This Clause 22 shall survive the termination or expiry of the Contract.

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PART II

OF INVITATION TO QUOTE

SPECIFICATIONS

PART II

QUOTATION NO: PA-ITQ-2022-0024

PROVISION OF SERVICES FOR DIGITALISATION OF NORTH WEST BRISK WALKING CLUB FOR A PERIOD OF SEVEN (7) MONTHS

SPECIFICATIONS

1 OBJECTIVE

- 1.1 The North West Brisk Walking is one of the largest North West Healthy Living clubs. It aims to promote healthy living through brisk walking. With the large membership data, North West CDC is looking at having digital solutions for Brisk Walking Clubs.
- 1.2 The digitalisation will increase efficiency to brisk walkers, leaders, and CDC staff by cutting down the administrative works and manpower needed.
- 1.3 This year is the 20th year the North West Brisk Walking Club was officially launched in 2002. There will be a month-long celebration to commemorate the 20th anniversary, by using digital platform to create a virtual anniversary walk challenge

2 SCOPE OF GOODS AND SERVICES

- 2.1 The contractor shall provide a digital platform for the period of seven (7) months. The digital platform should be able to support the following functions. The Authority reserves the rights to finalize the date and schedule or as may be mutually agreed between the Authority and Contractor.
 - 2.1.1 Registration and Tracking of membership database
 - Register the members in their respective North West Brisk Walking Clubs
 - Keep track of the membership numbers for respective North West Brisk Walking Club.
 - Collection of critical files of participants such as Full Name, Postal Code, Email Address and Mobile Number
 - Ensure secured backend database storage
 - 2.1.2 Tracking of steps clocked by individual members
 - Clocked the number of steps taken by individual members daily
 - Provide an overview of the total number of steps taken monthly

- Application used to track steps must be compatible with all smart phones

2.1.3 Creating a dynamic virtual walk experience

- Provide e-certificate for members who managed to achieve the milestones
- Have a leader board ranking for the virtual walk based on the number of steps clocked
- In application social feed for interaction between members to share on the locations of scenic places. Participants will be able to share their experiences, like or comment on other people's post
- Geo-tagging of location
- In application notifications for any announcement made
- Provide multiple milestones challenges i.e. 250k steps, 500k steps, 750k steps, 1 million steps and the final 1.2 million steps

2.1.4 Design and conceptualizing

- To design a dynamic sports virtual event page and milestones challenges
- Conceptualize and design virtual badge and event page. The Contractor shall agree with up to 3 amendments with no additional charges in the process of design confirmation.

2.1.5 Team system for virtual walk

- Allow members to see who is in the same brisk walking club
- Team leader board for the number of steps clocked
- Create 30 QR Codes for Brisk Walking Club Leaders to conduct physical walks. The QR Codes will be used for members to scan for attendance taking of physical walks
- Liaise with the Brisk Walking Club leaders and providing them the weekly QR codes

2.1.6 Virtual walk project management

- Sort the data received to excel file for CDC officer charge to process on monthly tracking of steps.
- Identify fraud cases such as QR Codes scanned at period where there are no physical walks conducted
- Conduct 1 mass briefing to the Brisk Walking Club Champions and Leaders on the onboarding of the digital platform. The briefing will be conducted tentatively in April/May, on a weekday, 7pm to 9pm.
- Provide Customer service support via email and respond to any enquiries within three (3) working days.
- Provide reports in excel file on the additional results of QR codes scanned for physical walks. Report to show how many QR codes individual members scanned.

2.1.7 Customer Service Support (Option line item #4)

- Provide customer service support through phone and video calls for at least 5 working days, 7 hours per day for technical issues on onboarding.

2.1.8 Brisk Walking Club 20th Anniversary Challenge (Option line item #3)

- To design an event page for the 20th anniversary challenge in October 2022 (Tentative)
- Provide e-certificate for members who managed to achieve the milestones
- Have a leader board ranking for the virtual walk based on the number of steps clocked
- Track the number of brisk walking club members that have clocked 200k steps for October 2022 (Tentative).

3 DOCUMENTS SUBMISSION

3.1 All interested Suppliers are required to submit the following via GeBIZ:

- (a) Completed Price format and all Appendices;
- (b) Proposal as per paragraph 2 requirements;
- (c) Portfolio of related work done previously; and
- (d) Company profile/brochures (softcopy).

4 DURATION OF CONTRACT

4.1 The Contract shall commence on the date of commencement stated in the Letter of Acceptance or any other formal agreement executed between the Parties, and shall remain in force for a period of seven (7) months (“Contract Period”).

5 VALIDITY PERIOD

5.1 Quotation Offers submitted shall remain valid for acceptance for the Validity Period. “Validity Period” means a period of [30] days from the Closing Date and Time, or such longer period as may separately be agreed in writing between the Supplier and the Authority.

6 AWARD OF QUOTATION

6.1 The Authority shall be under no obligation to accept the lowest priced or any quotation offer received, and may accept the whole or any part(s) of the quotation offer as it may decide. The Authority shall have the right to accept the quotation offer of one or more suppliers.

- 6.2 In no case will any expense incurred by the supplier in the preparation or submission of its quotation or subsequent clarifications be borne by the Authority.
- 6.3 Any quotation offer which is not submitted according to the instructions contained and in the form(s) prescribed in this ITQ, or which attempts to vary any provision of or which fails to fully comply with this ITQ, is liable to be rejected.
- 6.4 The Contractor shall not, without the prior written consent of the Authority, sub-contract its obligations, or transfer or assign the benefit of the whole or any part of the Contract.
-

PART III

OF INVITATION TO QUOTE

EVALUATION CRITERIA

PART III**QUOTATION NO: PA-ITQ-2022-0024****PROVISION OF SERVICES FOR DIGITALISATION OF NORTH WEST
BRISK WALKING CLUB FOR A PERIOD OF SEVEN (7) MONTHS****EVALUATION CRITERIA**

1 CRITICAL EVALUATION CRITERIA

- 1.1 Suppliers must first satisfy the following critical evaluation criteria before their quotation proposal will be considered:
- (a) Currently not debarred from participating in Government Projects
 - (b) Submission of proposal
 - (c) Attended the pre-briefing at North West CDC office

2 ASSESSMENT

- 2.1 Suppliers who have satisfied the evaluation criteria in Clause 1 will be evaluated based on the following criteria and weightages:
- (a) Price (60%)
 - (b) Creativity and quality of proposal meeting requirements submitted (30%)
 - (c) Company's track records for provision of similar services/goods from 2019 to 2020 (10%)
- 2.2 Suppliers will be scored in accordance to information submitted for evaluation. In the event that information required is not submitted, a zero score will be applied in the evaluation.
-

PART IV
OF INVITATION TO QUOTE

PRICE FORMAT

PART IV**QUOTATION NO: PA-ITQ-2022-0024****PROVISION OF SERVICES FOR DIGITALISATION OF NORTH WEST BRISK WALKING CLUB FOR A PERIOD OF SEVEN (7) MONTHS****PRICE FORMAT**

Suppliers must provide the price breakdown and submit the following price format in GeBIZ:

S/No.	Description	Quantity	Unit Price (S\$)	Total Price (S\$)
1	System set up and event management (Refer to paragraph 2.1.1, 2.1.2, 2.1.3, 2.1.5, and 2.1.6 of part II for the descriptions)	1		
2	Design and conceptualize (Refer to paragraph 2.1.4 of part II for the descriptions)	1		
3	Optional line item #3 <ul style="list-style-type: none"> BWC 20th Anniversary Challenge (Refer to paragraph 2.1.8 of part II for the descriptions)	1		
4	Option line item #4 Customer Service Support <ul style="list-style-type: none"> Phone and Video call support by month. Monday to Friday, 11am to 6pm (Refer to paragraph 2.1.7 of part II for the descriptions)	Up to 2 months		

- (a) Suppliers are required to quote for all the items (including all options items, if any) stated in this price format. PA reserves the right not to evaluate further in the event of any missing quote.

- (b) All quoted price shall be in Singapore Dollars, inclusive of all costs and exclusive of GST.
 - (c) Suppliers are reminded to ensure that the price(s) quoted in the GeBIZ line item tallies with the price(s) in this contract price format.
 - (d) The Authority shall reserve the right to exercise the options catered under this ITQ. Optional requirement shall be exercised before the expiry of firm requirement or the maximum quantity exceed.
-

APPENDICES

QUOTATION NO: PQ-ITQ-2022-0024

**PROVISION OF SERVICES FOR DIGITALISATION OF NORTH WEST
BRISK WALKING CLUB FOR A PERIOD OF SEVEN (7) MONTHS**

UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION

To: People's Association

I/We understand and agree that all official information acquired by me/us in the course of my/our duties and/or work in connection with this Tender and the provision of the Services is of a strictly confidential nature, and is not to be published or communicated by me/us to any other person in any form whatsoever except in the course of his official duties and/or in the performance of the Contract on a strictly 'need-to-know' basis, whether during or after his/my service.

2 I/We shall ensure that any other person who is authorised by me/us to have access to any official information shall similarly sign an undertaking to safeguard official information.

3 I/We undertake to return any document received from PA, any other copies made or reproduced from such document or part thereof whenever required by PA.

4 I/We further understand that the official information acquired by me/us in the course of my/our duties and/or work in connection with this Tender and the provision of the Services may contain information governed by the Official Secrets Act (Cap. 213). I/We agree to safeguard such information in accordance with the Official Secrets Act.

5 I/We further understand and agree that any breach or neglect of this undertaking may render me/us liable to prosecution under the Official Secrets Act or civil proceedings.

_____ (Signature)	_____ (Full name in BLOCKS)
_____ (Designation)	_____ (Name of Company)
_____ (Date)	
_____ (Signature of WITNESS)	_____ (Full name in BLOCKS)
_____ (Designation)	_____ (Name of Company)

QUOTATION NO: PA-ITQ-2022-0024

**PROVISION OF SERVICES FOR DIGITALISATION OF NORTH WEST
BRISK WALKING CLUB FOR A PERIOD OF SEVEN (7) MONTHS**

COMPANY/BUSINESS BACKGROUND INFORMATION

1. Name of Company/Business : _____
2. Registered Address in Singapore : _____

3. Place of Business
(if different from address above) : _____
4. Type of Ownership : _____
5. Company/Business Registration Date : _____
6. Nature of Company/Business : _____
7. Total number of permanent
employees in Singapore : _____
8. Number of years in providing similar
products/services in Singapore : _____
9. Company's Financial Status as of end of Financial Year <2020>
 - (a) Authorised Capital : _____
 - (b) Paid-up Capital : _____
 - (c) Profit before tax : _____
 - (d) Profit after tax : _____

Please attach a copy of the latest audited financial statement of the company.

10. Debarment: Has your Firm/Company ever been debarred by any Government
Registration Authority? Yes / No* (please delete
accordingly)
11. If the answer to question 10 above is yes, please provide details.

[No handwritten signature or company stamp is required for documents submitted through GeBIZ. The Government/Statutory Board shall be entitled to rely on the use or entry of the prescribed Authentication Device (as defined in the Terms and Conditions For Use Of The Government Electronic Business) by the Tenderer or its representative(s) as the authorised signature of the Tenderer, as conclusive evidence of the authenticity of the submitted document and the authority of the originator of the submitted document]

Updated as at 31 January 2022

Appendix III

QUOTATION NO: PA-ITQ-2022-0024

**PROVISION OF SERVICES FOR DIGITALISATION OF NORTH WEST
BRISK WALKING CLUB FOR A PERIOD OF SEVEN (7) MONTHS**

TRACK RECORDS

Name : _____
Address : _____

The supplier shall furnish hereunder the current particulars of all contracts currently and previously executed by the company for the Private Sector, Government and Statutory Bodies.

SCHEDULE OF SIMILAR CONTRACTS IN THE LAST 2 YEARS (FROM 2019 TO 2020 EXECUTED BY THE SUPPLIER

Client	Project Description & Team Profile	Contract Amount (S\$)
Person-in-charge:		
Contact No:		
Client	Project Description & Team Profile	Contract Amount (S\$)
Person-in-charge:		
Contact No:		
Client	Project Description & Team Profile	Contract Amount (S\$)
Person-in-charge:		
Contact No:		

*Please use separate sheet if space is insufficient

Appendix IV

QUOTATION NO: PQ-ITQ-2022-0024**PROVISION OF SERVICES FOR DIGITALISATION OF NORTH WEST BRISK WALKING CLUB FOR A PERIOD OF SEVEN (7) MONTHS****STATEMENT OF COMPLIANCE**

1. Please state clearly the compliance to each clause in the Requirement Specifications. Where there is a failure to indicate any compliance against any clause, it shall be deemed that the Supplier has indicated “Compliance” and the offer shall be evaluated accordingly.
2. Only the following responses are acceptable:

“Compliance” or “C”	:	When the Goods and/or Service meet all requirements without any customisation / modification. The Supplier shall not add comments against the clause that vary the meaning of full compliance to the clause. However, comments indicating references to literature to substantiate the response is permissible. Any other comments which will vary the meaning of full compliance will be ignored.
“Non-Compliance” “NC”	or	When the Goods and/or Services do not comply with the requirements at all.
“Noted” or “ND”	:	When a statement is made in which does not call for the Supplier to meet a specific requirement but merely informs the Supplier of a fact, then the term “Noted” will be accepted as acknowledgement that the Supplier had read and understood the information. Where “Noted” is used against clauses requiring response other than “Noted”, the Supplier’s response will be classified as “Comply”.

S/No.	Requirement Specification Paragraph	Response	Explanatory Notes (if any)
1	Paragraph 1		
2	Paragraph 2.1		
3	Paragraph 2.1.1		
4	Paragraph 2.1.2		
5	Paragraph 2.1.3		
6	Paragraph 2.1.4		
7	Paragraph 2.1.5		

S/No.	Requirement Specification Paragraph	Response	Explanatory Notes (if any)
8	Paragraph 2.1.6		
9	Paragraph 2.1.7		
10	Paragraph 2.1.8		
11	Paragraph 3		
12	Paragraph 4		
13	Paragraph 5		
14	Paragraph 6		

[No handwritten signature or company stamp is required for documents submitted through GeBIZ. The Government/Statutory Board shall be entitled to rely on the use or entry of the prescribed Authentication Device (as defined in the Terms and Conditions For Use Of The Government Electronic Business) by the Tenderer or its representative(s) as the authorised signature of the Tenderer, as conclusive evidence of the authenticity of the submitted document and the authority of the originator of the submitted document]

Updated as at 31 January 2022