INVITATION TO QUOTE (ITQ)

The Singapore Teachers' Academy for the aRts (STAR) is inviting quotations for the Provision of a specialist trainer to conduct workshops on Orff Approach to Music Education (Introductory) for Music teachers Milestone Programme

Instructions to Suppliers:

Supplier who are interested in participating in this ITQ shall read and understand the terms and conditions including the following Annexes before submitting your offers.

- Part 1 Instructions to Suppliers for ITQ
- Part 2 Quotation Conditions of Contract (COC)
- Part 3 Requirement Specifications
- Part 4 Evaluation Criteria
- Appendix 1 Checklist of Documents for submission in GeBIZ
- Appendix 2 Price Schedule
- Appendix 3 Statement of Compliance

PART 1 — INSTRUCTIONS TO SUPPLIERS FOR INVITATION TO QUOTE ("ITQ")

1. **DEFINITIONS**

- 1.1 Unless the context otherwise requires, the terms referred to in these Instructions to Suppliers shall have the same meaning as that used in the Quotation Conditions of Contract set out in Part 2 of the ITQ. Additionally, the following definitions shall apply unless the context otherwise requires:
 - (a) "Authority" means the Government of the Republic of Singapore c/ o Ministry of Education and includes any officer authorised by the Authority to act on its behalf.
 - (b) "Supplier" means a person or his permitted assigns submitting a bid in response to the ITQ to provide the Goods and/or Services, and shall be deemed to include two or more persons if appropriate.
 - (c) "Proposal" means a Supplier's bid in response to the ITQ.
 - (d) "Requirement Specifications" means the Requirement Specifications set out in Part 3 of the ITQ.
- 1.2 Words importing the singular only shall also include the plural and vice versa where the context so requires.
- 1.3 The headings in these Instructions to Suppliers are for convenience of reference only and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction of these Instructions to Suppliers.

2. SUBMISSION OF PROPOSAL

- 2.1 Unless otherwise specified by the Authority, Suppliers shall submit their complete Proposal through GeBIZ, and such other documents as may be required in the Requirement Specifications as attachments in GeBIZ.
- 2.2 All Proposals shall be submitted before the closing date and time of the ITQ as stated in the ITQ Notice.
- 2.3 <u>Validity Period</u>: Proposals shall remain valid for acceptance for the period stated in GeBIZ upon the closing date of the ITQ and during such further period as may afterwards be agreed to separately in writing by the Supplier at the request of the Authority.

3. COMPLIANCE WITH INSTRUCTIONS

3.1 Only Proposals submitted in accordance with these Instructions to Suppliers shall be considered. Any Proposal which attempts to vary the ITQ, including but not limited to the Quotation Conditions of Contract and the Requirement Specifications, shall be liable to be rejected. In consideration of the Supplier agreeing to abide by these Instructions to Suppliers, the Authority shall evaluate the Supplier's Proposal fairly and in accordance with the said instructions.

4. CONTRACT PRICE

4.1 Unless expressly excluded by the Requirement Specifications, the rates quoted in the Price Schedule set out in Appendix A of this ITQ shall be deemed to include, but not be limited to, the Supplier's overheads (including but not limited to travelling expenses, transport expenses, employment expenses, tools, plant and cartage) and profits, the costs of complying with all relevant laws and regulatory requirements, all administrative costs, and the supply of all Goods and/or Services and all necessary materials, spares and labour. The said rates shall remain firm for the duration of the Contract. The Supplier shall cater for all reasonable risks and expenses in his pricing.

5. GOODS AND SERVICES TAX ("GST")

- 5.1 The Supplier shall <u>not</u> include in the rates and prices proposed in his Proposal, the Singapore GST chargeable for the Goods and/or Services required in the ITQ. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Goods and/or Services.
- If the successful Supplier is a taxable person under the Goods and Services Tax Act (Cap. 117A), the Authority will pay him, in addition to the rates and prices proposed, the GST chargeable on the supply of Goods and/or Services provided pursuant to the ITQ.
- 5.3 The Supplier shall declare his GST status in his Proposal. He shall clearly indicate whether he is, or whether he will be, a taxable person under the Goods and Services Tax Act. He shall, if applicable, furnish his GST registration number to the Authority.
- A successful Supplier who declared himself to be a non taxable person under the Goods and Services Tax Act but who becomes a taxable person after the award of the ITQ shall forthwith inform the Authority of his change in GST status.

6. ACCEPTANCE OF PROPOSAL

6.1 The Authority reserves the right to accept **the whole or any part(s)** of the proposals of **one or more** Suppliers as the Authority may decide in its absolute discretion, provided that the Authority shall not exercise this right to —

- (a) accept only certain part(s) of a Supplier's Proposal if the Proposal expressly states that it is subject to the condition that the Authority accepts the whole Proposal; and
- (b) accept the Proposals of two or more Suppliers unless all of those Proposals do not expressly state that the Proposal is subject to the condition that the Authority shall not accept, whether in whole or in part, any other Proposal.
- The Authority shall be under no obligation to accept the lowest or any Proposal.
- 6.3 The issue by the Authority of a Letter of Acceptance accepting the Supplier's Proposal or part of it shall create a binding Contract on the part of the Supplier to supply to the Authority the Goods and/or Services. The Contract shall be governed by the Quotation Conditions of Contract set out in Part 2 of the ITQ.

7. NOTIFICATION

7.1 Notification will not necessarily be sent to unsuccessful Suppliers by the Authority.

8. CORRIGENDA

8.1 The Authority reserves the right to amend any terms in, or to issue supplementary terms to the ITQ at any time prior to the closing date and time of the ITQ. Such amendments and/or supplementary terms will be published as Corrigenda to the ITQ.

9. OWNERSHIP OF DOCUMENTS

9.1 All documents submitted by the Supplier in response to the ITQ shall become the property of the Authority. However, intellectual property in the information contained in the Proposal submitted by the Supplier shall remain vested in the Supplier. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Supplier and the Authority.

10. ALTERATION, ERASURES OR ILLEGIBILITY

10.1 Except for amendments to the entries made by the Supplier himself which are initialled by the Supplier or his authorised representative, Proposals bearing any other alterations or erasures and Proposals in which prices are not legibly stated are liable to be rejected.

11. THE AUTHORITY'S CLARIFICATIONS OF THE SUPPLIER'S PROPOSAL

11.1 In the event that the Authority seeks clarification upon any aspect of the Supplier's Proposal, the Supplier shall provide full and comprehensive responses within 3 working days of the notification from the Authority seeking such clarification.

12. EXPENSE OF SUPPLIER

12.1 In no case will any expense incurred by the Supplier in the preparation of the Proposal be borne by the Authority.

13. DISCLAIMER

13.1 The ITQ may not contain all information which Suppliers may require. Suppliers should therefore make their own inquiries and seek such clarifications they think necessary. The Authority shall not be liable to any Supplier for any information in the ITQ which is incomplete or inaccurate. For the avoidance of doubt, the "information" mentioned in this Clause excludes the Quotation Conditions of Contract and the Requirement Specifications.

14. APPLICABLE LAW

14.1 All Proposals submitted pursuant to the ITQ and the formation of any resulting contracts shall be governed by the laws of the Republic of Singapore.

PART 2 — QUOTATION CONDITIONS OF CONTRACT

Should your offer be accepted, the Terms and Conditions 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. **DEFINITIONS**

- 1.1 In this Conditions of Contract, unless the context otherwise requires:
 - (a) "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.
 - (b) "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.
 - (c) "Contractor" means the successful supplier who has been awarded the Contract by the Authority.
 - (d) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
 - (e) "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 under Clause 4 hereof.

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6. PAYMENT

- 6.1 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 Clause 4 hereof.
- 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.

7. RIGHTS OF THIRD PARTIES

7.1 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.

8. SUB-CONTRACTING AND ASSIGNING

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

9. SUSPENSION OR TERMINATION

9.1 The Authority shall, after giving seven (7) days prior written notice to the Contractor, have the right to suspend or terminate the Contract if the Authority is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension or termination save that the Authority shall pay the Contractor the price of the Goods delivered and accepted by the Authority as at the date of written notice of termination or suspension. The Authority shall have title to such Goods delivered and accepted. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Authority to the Contractor by reason of this Clause.

9.2 The Authority shall, without the Authority being liable therefor in damages or compensation, have the right to terminate the Contract by written notice to the Contractor if the Contractor commits a breach of its contractual obligations under the Contract that is incapable of remedy, or where the breach is capable of remedy, the Contractor does not remedy the breach within seven (7) days of being served with a written notice from the Authority to do so. The termination shall take effect from the date of the notice of termination.

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. INTENTIONALLY LEFT BLANK

12. INTENTIONALLY LEFT BLANK

13. VARIATION

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

14. APPLICABLE LAW

- 14.1 The Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.
- 14.2 For the avoidance of doubt, until the Authority issues a Letter of Acceptance, an Order message, or Purchase Order, this document —

- (a) 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
- (b) shall not be construed as providing or implying that a contract will be entered into with any Supplier.

PART 3 — REQUIREMENT SPECIFICATIONS

Note to Suppliers: If bidding for services, Suppliers are advised to adopt National Wage Council's recommendations on wage increment for their workers and to factor in such wage increases into their bid price.

| Project Title | Provision of a specialist trainer to conduct workshops on Orff Approach to Music Education (Introductory) for Music teachers Milestone Programme |
|--|--|
| Workshop Context | The workshop, Orff Approach to Music Education (Introductory) , is one of the music milestone pedagogical workshops organised by the Singapore Teachers' Academy for the aRts (STAR), Ministry of Education. |
| | STAR offers a range of courses for music teachers at the primary and secondary levels, with the aim of building music teacher competencies in applying engaging student-centric pedagogies and artistic practices contextualised for the Singapore music classrooms. |
| Workshop Objectives | The objectives of the Orff Approach to Music Education (Introductory) workshop are to: Introduce participants to the philosophy and key principles of the Orff Approach Develop participants' understanding of music concepts and musicianship skills through experiencing the Orff Approach; and Guide participants to apply and adapt key principles of the Orff Approach in the contexts of student-centred music lessons. |
| Expected Scope of Training Services | Workshop The appointed specialist trainer will work with STAR to conduct a four-day blended learning (3 full days face-to-face sessions with 1-day online session) 'Orff Approach to Music Education (Introductory)' workshop for music teachers. The workshop caters to Primary and Secondary School classroom teachers and should achieve the objectives described in the section above and cover the learning areas detailed in the section below. The workshop should include an online micro-teaching or lesson planning component where the trainer works with STAR Master-Teachers and/or Academy Officers to facilitate and mentor participants in adapting the Orff Approach to the Singapore music classroom through a blended learning approach. |
| | The trainer should take reference of the requirements of the 2015 Music Teaching and Learning Syllabus (Primary and Lower Secondary) in the |

| Project Title | | a specialist trainer to conduct workshops on Orff Music Education (Introductory) for Music teachers rogramme |
|-----------------------------------|--|---|
| | at: http://www | he Learning Areas of the workshop. The syllabus can be found v.moe.gov.sg/education/syllabuses/arts-education |
| | the use of so | required to prepare the workshop materials which will include ongs of different styles and cultures. These materials are to be ble to STAR as well as the teacher-participants. |
| Learning Areas | songs, dr Teaching non-pitch Teaching based on Teaching Playing t instrumer Planning | musical concepts using speech rhymes, body percussion, ama, movement and percussion instruments rhythmic improvisation using body percussion, movements, and ed instruments melodic improvisation using the voice and pitched instruments pentatonic scales the Orchestration techniques of Orff ensemble arrangement echniques of musical instruments associated with the Orff starium (including the soprano recorder); and and facilitating Orff-inspired music learning activities for the and Secondary school music classrooms. |
| Target Audience | Primary and | Secondary school music teachers |
| Course | Orff Approa | ch to Music Education (Introductory) Workshop |
| Duration/ Training Schedule | Session 1 | Mon, 18 Jul 2022 9.00am – 5.00pm Face-to-face |
| | Session 2 | Tue, 19 Jul 2022 10.00am – 5.30pm Face-to-face |
| | Session 3 | Wed, 27 Jul 2022 9.00am – 4.30pm Online |
| | Session 4 | Thu, 28 Jul 2022 9.00am – 5.00pm Face-to-face |
| | | ks (about 20 minutes each) and a lunch break (about 1 hour and will take place each day. STAR will arrange for refreshments for as only. |

| Project Title | Provision of a specialist trainer to conduct workshops on Orff Approach to Music Education (Introductory) for Music teachers Milestone Programme |
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| | The training venue for sessions 1, 2 & 4 will be conducted at 2 Malan Road. Session 3 will be conducted online via Zoom. STAR will be the zoom host and will provide the link for the session. |
| | STAR will work with the vendor to confirm the detailed schedule for the course. |
| | Note: Due to the current COVID-19 situation, in the event that the training date(s) need to be rescheduled it should be at no cost to the Authority. Should the class be rescheduled, the Contractor shall be informed at least 3 weeks in advance. |
| No. of class(es) | One Orff Approach to Music Education (Introductory) workshop |
| Class Size | Min class size: 5 participants Max class size: 27 participants |
| Qualifications of Trainer | The trainer should have the following qualifications/experience. |
| | Qualifications: At least Level 3 Orff Certification from the US, Australia or its equivalent and At least a Bachelor of Music or Music Education, or its equivalent. |
| | Experiences: At least 4 years of experience in conducting Orff training for adult learners; and |
| Submission of documents | Interested Suppliers shall ensure that the following are submitted via GeBIZ which is also detailed in the Checklist of Documents (Appendix 1). The Academy reserves the right to reject any quotations without the necessary completed documentation: |
| | A write-up of your company's/sole proprietor's profile and track record |
| | The curriculum vitae of the proposed trainer for this course, which should include the following information for the trainer: (please see Part 4 for details of the Critical Criteria for the Trainer) |
| | - Academic and professional qualifications |

| Project Title | Provision of a specialist trainer to conduct workshops on Orff Approach to Music Education (Introductory) for Music teachers Milestone Programme |
|---|--|
| | - Relevant teaching experience. |
| | - Past and present appointments in relevant academic & professional organisations |
| | A proposed course outline and schedule for the blended workshop (including a work plan of topics / activities to be covered for each day) |
| | Price Schedule (Appendix 2). |
| | Statement of Compliance (Appendix 3) |
| | Note: In the event a Supplier fails to submit the completed Statement of Compliance (Appendix 3), it shall be deemed that the Supplier complies with all the stated terms and conditions as at Part 2. |
| Type of quote to be given in project proposal | Vendors who wish to participate in this quotation shall quote for the workshop based on a per package basis, which covers the trainer's fees (including withholding tax, if any) in SINGAPORE DOLLARS based on the above specifications. |
| | All costs must be included in the price quoted and no hidden cost will be entertained. The Authority reserves the right of awarding all or part of the items to one or more vendors. |
| | Note: The quote should include all costs incurred for the design, development and delivery of the workshop resources for participants. All quotes (including Optional Runs, alternative offers, etc.) are to be submitted electronically via GeBIZ. The Authority reserves the right to reject quotes not submitted electronically through GeBIZ. |
| Withholding Tax | Contractors who are overseas based shall also be responsible for withholding tax applicable under the laws of Singapore. AST will withhold payments on behalf of the foreign vendor to be paid to the Tax Authority of Singapore, at the applicable tax rate. This payment will be carved out from the total remuneration / income earned by the foreign vendor. Suppliers who are interested to find out more about withholding tax can refer to the following website: https://www.iras.gov.sg/irashome/Individuals/Foreigners/Learning-the-basics/IndividualsForeignersRequired-to-Pay-Tax/ |

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| Billing | All ACRA-registered vendors have to use the e-invoicing system and send the e-invoice to sub-BU: MOE23. |
| Other Specifications | Trainer and company/sole proprietor will need to consent to photography, audio and/or video recording of the workshop by STAR personnel and/or any persons employed by STAR for that purpose. |
| | Copyrights to all raw files and final products will belong to STAR. STAR reserves the right to use the photos and videos as they deem fit for research, reporting, publicity, print and online publication, and other purposes. |
| | Note: The company's/sole proprietor's proposal should enable the Authority to assess the quality of the products and/or services, and how they could meet our requirements/specifications. Vendors that simply copy and paste our requirements / specifications to their proposal without demonstrating / elaborating /articulating in its proposal how their products &/or services could meet our requirements could be subject to disqualification. |
| Officer-in- charge (Name, Contact Number and Email) | Ms Marianne Woo: marianne woo@moe.gov.sg Tel: 6664 1555 Mdm Chan Yen See: chan yen see@moe.gov.sg Tel: 6664 1499 |

PART 4 - EVALUATION CRITERIA

AST shall evaluate suppliers' proposals using the following criteria and weightings. Proposals that do not meet the critical criteria (if any) would be disqualified from further evaluation.

| S/N | Criteria | Weightings |
|----------|--|--|
| A. Criti | cal Criterion/Criteria | - |
| 1 | The trainer should have the following qualif | ications. |
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| | Qualifications: | a tha LIO Assatualia anita a assissalant |
| | At least Level 3 Orff Certification from and | n the US, Australia or its equivalent |
| | At least a Bachelor of Music or Musi | c Education, or its equivalent. |
| B. Price | <u> Criterion</u> | |
| 1 | Price | 40% |
| C Non | -Price Criteria | |
| 1 | Trainer's Experience in conducting Orff | 30% |
| ı | Training for Adult Learners (who are | 30 % |
| | teaching in Primary or Secondary | |
| | schools). | |
| | | |
| 2 | Suitability of proposed course outline | 20% |
| | | |
| 3 | Company's /Sole Proprietor's Track | 10% |
| | Record (as in the years of experience in | |
| | bringing in qualified Orff Trainer(s) to | |
| | Singapore or if in the case of a sole | |
| | proprietor, being the Orff Trainer | |
| | himself/herself) | |
| | Tatal | 4000/ |
| 1 | Total | 100% |

Checklist of Documents for submission in GeBIZ

The Academy reserves the right to reject any quotations without the necessary completed documentation:

| S/N | <u>Description</u> | Tick (√) |
|-----|--|----------|
| 1 | A write-up of your company's/sole proprietor's profile and track record | |
| 2 | The curriculum vitae of the proposed trainer for this course, which should include the following information for the trainer: (please see Part 4 for details of the Critical Criteria for the Trainer) | |
| | - Academic and professional qualifications | |
| | - Relevant teaching experience | |
| | Past and present appointments in relevant academic & professional organisations | |
| 3 | A proposed course outline and schedule for the blended workshop (including a work plan of topics / activities to be covered for each day) | |
| 4 | Price Schedule (Appendix 2) | |
| 5 | Statement of Compliance (Appendix 3) | |

APPENDIX 2

PRICE SCHEDULE

The following line items have been created in GeBIZ. Suppliers who are interested in the ITQ shall submit offers/bids for all the line items in GeBIZ. Failure to submit offer/bid for any of the line items shall be deemed as vendors not bidding for that particular line item. The Authority reserves the right to award the ITQ in parts.

| S/N | ITEMS | UOM | Quantity | Unit Price (S\$) | Total (S\$) |
|-----|---|----------------|----------|---------------------|-------------|
| 1 | Provision of One Specialist Trainer for the Orff Approach to Music Education (Introductory) Milestone Programme | Per Package | 1 | | |

STATEMENT OF COMPLIANCE TO QUOTATION CONDITIONS OF CONTRACT (COC)

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

"**C**"

"Compliance" or : Able to comply fully.

Name & Designation

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|------------|---|----------------------|---------|
| "NC | natory note must be provided und If the compliance is "C", there | | |
| S/N | Paragraph Reference | C/NC | Remarks |
| | 2 SCOPE OF CONTRACT | | |
| | | | |
| 2. | 3 DELIVERY | | |
| 3. | 6 PAYMENT | | |
| | | | |
| ١. | 7 RIGHTS OF THIRD PARTIES | | |
| | | | |
| 5. | 8 SUB-CONTRACTING AND ASSIGNING | | |
| | AND AGGIGITING | | |
| 6. | 9 SUSPENSION OR | | |
| | TERMINATION | | |
| 7 . | 10 GIFTS, INDUCEMENTS | | |
| | AND REWARDS | | |
| 3. | 13 VARIATION | | |
| ` | 44 ADDI ICADI E LAW | | |
|). | 14 APPLICABLE LAW | | |

Company Stamp: _____