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8 April 2022

**INVITATION TO QUOTE FOR THE PROVISION OF EUROPEAN UNION (EU) GENERAL DATA PROTECTION REGULATION TRAINING**

The Government of the Republic of Singapore c/o the Attorney-General’s Chambers (the “Authority”) hereby invites suppliers to participate in the above Invitation to Quote (“ITQ”) for the provision of training on the European Union’s General Data Protection Regulation to Legal Service Officers (“LSOs”) and other public sector lawyers.

1. The ITQ contains the following documents:

* 1. This Cover Letter
  2. Quotations Conditions of Contract
  3. Requirement Specifications
  4. Annex A - Price Schedule
  5. Annex B - Statement of compliance
  6. Annex C - Experience of trainer(s) and CV(s)

1. Please submit your quotations through GeBIZ by the stipulated closing date and time in GeBIZ. Your quotation shall be valid for a period of sixty (60) days from the closing date of the ITQ or such longer period as may subsequently be agreed upon in writing by the Supplier at the request of the Authority.

1. Submission shall be done through GeBIZ. Manual or fax submissions will not be accepted.
2. For clarifications on the ITQ, please contact the following officer at least three (3) working days before the closing date of the ITQ:

|  |  |
| --- | --- |
| Name | Contact Detail |
| Ms Chua Ying-Hong | CHUA\_Ying-Hong@agc.gov.sg |

Yours faithfully

Chua Ying-Hong (Ms)

School of Legal Knowledge

Attorney-General’s Chambers

**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.

In this Conditions, unless the context otherwise requires:

(a) "Authority" means the Government of Singapore c/o Attorney-General’s Chambers and includes any officer authorised by the Authority to act on its behalf.

(b) "Contract" includes the Government’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) "Services" means the work which the Contractor is required to perform under the Contract.

1. **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.

1. **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.

1. **WARRANTY**

4.1 The Warranty Period shall commence on the date of receipt of the Goods and on the date of acceptance of the Services in Singapore. The length of the Warranty Period shall be twelve (12) months or such period as agreed in writing.

4.2 Where during the Warranty Period, any Good(s) is found to be:

(a) Defective in design, materials or workmanship; or

(b) Not in accordance with the Contract or any specifications incorporated in the Contract by written agreement; or

(c) Having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees or specifications published by the Contractor as applicable to the Good(s);

then unless it is shown that the foregoing is caused solely by improper use or mishandling by the Authority, the Contractor shall, at its own expense (including transportation costs), at the written notification of the Authority, replace, rectify or completely repair the damaged or defective Good(s). The Contractor may, in lieu thereof, elect to replace the damaged or defective Good(s).

4.3 If any Service performed is found during the Warranty Period to be deficient, the Contractor shall at the written notification of the Authority, rectify the same, at the expense of the Contractor within **thirty (30) days of receipt of the Authority’s written notification or within such time as mutually agreed in writing between parties.**

1. **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 Clause 4 hereof.

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.

1. **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.

1. **SUB-CONTRACTING AND ASSIGNING**

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

1. **SUSPENSION OR TERMINATION**

8.1 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.

1. **GIFTS, INDUCEMENTS AND REWARDS**

9.1 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.*

1. **VARIATION**

10.1 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.

1. **APPLICABLE LAW**

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

11.2 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.

**REQUIREMENT SPECIFICATIONS**

# GENERALLY

1.1 The Contractor shall be solely responsible for making all necessary arrangements with and co-ordinating with any relevant authorities, specialists, sub-contractors, suppliers, etc. to ensure satisfactory execution of the Contract.

# BACKGROUND

2.1 The Authority invites suppliers to submit quotations for the provision of training on the European Union’s General Data Protection Regulation (“the Course”).

2.2 The Course is to be conducted for Legal Service Officers (“LSOs”) and other public sector lawyers.

# SCOPE OF GOODS AND SERVICES

3.1 The Contractor shall conduct the Course for LSOs and other public sector lawyers, and provide all participants with the necessary materials for the Course, in accordance with the following requirements:

1. The Course and the materials provided to the participants shall cover:
   1. an introduction to the European Union’s General Data Protection Regulation (“GDPR”), including an explanation of the obligations imposed on different parties under the GDPR;
   2. the scope of application of the GDPR, including its applicability to public sector organisations in Singapore; and
   3. how to comply with the GDPR, including the steps that public sector organisations in Singapore need to take to ensure compliance with the GDPR;
2. The Course shall last for at least four (4) hours, with one break after the first two (2) hours;
3. The Course shall be conducted in-person for up to 100 participants, depending on the prevailing COVID-19 Safe Management Measures at a location to be determined by the Authority, unless the Authority specifies that the Course shall be conducted virtually (for up to 100 participants) in which case the Contractor shall ensure that its trainer(s) conduct the Course virtually at the quoted price; and
4. The Course shall be conducted in either August or September 2022, on a date and at a time to be determined by the Authority. The Course shall be conducted during AGC’s office hours (AGC’s office hours: 8.30am to 6pm on weekdays, excluding Public Holidays).

3.2 The Contractor shall ensure that all its trainer(s) conducting the Course are EU-qualified lawyers, and have previous experience conducting similar training for either lawyers or law students. The Contractor shall obtain prior written approval from the Authority for each of its trainer(s) before he or she conducts the Course. The Contractor shall ensure that only trainer(s) who have been approved by the Authority conduct the Course. For the purpose of this ITQ, an “EU-qualified lawyer” refers to a person who is legally qualified to practise and advise on EU law, in at least one country in the EU.

3.3 The Contractor shall ensure that its trainer(s) conduct the Course with reasonable care, skill and diligence, and that the Course effectively trains participants in the GDPR.

3.4 The Contractor agrees to the Authority video-recording the Course, and sharing the video and training materials with LSOs who are unable to attend the Course.

3.5 The Authority shall provide the Contractor with the exact date and time of the Course after the ITQ is awarded, and the Contractor shall conduct the Course on the date and at the time so provided by the Authority.

3.6 The Contractor shall ensure that all its trainer(s) conducting the Course adhere to the Authority’s COVID-19 Safe Management Measures at all times.

3.7 Intellectual Property (“IP”) Indemnification

1. * + 1. The Contractor shall grant to the Authority, LSOs, and other public sector lawyers attending the Course, free of any additional charge, an irrevocable, perpetual and non-exclusive licence to use, modify and reproduce all Goods in connection with the use of the Services.
       2. The Contractor 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 shall give the Authority prompt notice in writing of any claim of infringement of any such rights or interests made by any third party.
       3. The Contractor shall indemnify the Authority, LSOs, and other public sector lawyers attending the Course against all Losses which the Authority, LSOs, and other public sector lawyers attending the Course may at any time and from time to time incur or suffer by reason of any breach of Clause 3.7, or 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.
       4. The Contractor shall rectify any breach of IP rights in accordance with Clause 4 of the Quotation Conditions of Contract.
       5. This Clause 3.7 shall survive the termination or expiry of the Contract.

# SUBMISSION OF QUOTATIONS

4.1 Suppliers shall include the following documents in their quotations:

1. Details of proposed EU General Data Protection Regulation training;
2. Annex A - Price Schedule;
3. Annex B - Statement of compliance; and
4. Annex C - Experience of trainer(s), together with their CVs.

# EVALUATION CRITERIA

5.1 The quotations will be evaluated based on the following evaluation criteria:

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| --- | --- | --- |
| **S/N** | **Criteria** | **Weightage** |
| 1 | Full compliance with the Quotation Conditions of Contract and Requirement Specifications | Critical\* |
| 2 | Not debarred on or after closing date of the ITQ | Critical\* |
| 3 | Price competitiveness | 30% |
| 4 | Details of proposed EU General Data Protection Regulation training | 30% |
| 5 | Experience of trainer(s) | 40% |

\* Quotations that do not meet any of these critical criteria are liable to be disqualified.

# OTHERS

6.1 The Authority is not obliged to accept the lowest quotation.

6.2 The Authority will make payment for the Course conducted, after the completion of the Course.

**aNNEX a – PRICE SCheDULE**

Suppliers shall quote for all items as follows:

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| --- | --- | --- | --- | --- |
| **S/N** | **Description** | **Quantity** | **UOM** | **Unit Price** |
| 1 | Provision of EU General Data Protection Regulation training – at least 4 hours: | | | |
| 1. If conducted in-person | 1  (Minimum guaranteed 40 participants,  up to 100 participants) | Per participant  [PAX] | *(Please enter this unit price into GeBIZ line item no.1)* |
| 1. If conducted virtually | Per participant  [PAX] | *(Please enter this unit price into GeBIZ line item no.2)* |

Note:

1. All prices are to be quoted in Singapore Dollars, excluding GST and to be submitted in GeBIZ according to the line items.
2. All costs shall be inclusive of all expenses (e.g. transportation, course materials including any royalties or fees payable in relation to any IP used in connection with the performance of the Contractor’s obligations under the Contract and all other miscellaneous expenses pertaining to the Goods and Services).
3. It is mandatory to quote for all items. 2 weeks prior to the actual training, the Authority shall inform the Contractor on the delivery method of the training, subject to the Safe Management Measures (SMM) during that period.
4. In accordance with Clause 3.1(c) of the Requirement Specifications, award to the successful Contractor and Purchase Order (ECI) issued will be for both the physical and virtual training delivery method, but Invoicing Instruction (EPO) will only be issued for the training delivery method as informed by the Authority in para 3 above.

**aNNEX B – STATEMENT OF COMPLIANCE**

Suppliers shall state their compliance with the Quotation Conditions of Contract and Requirement Specifications based on the format listed below and submit in GeBIZ.

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| --- | --- | --- |
| **Clause No.** | **Compliance \*** | **Remarks (if any)** |
| **Quotation Conditions of Contract** | | |
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| **Requirement Specifications** | | |
| 3.1 |  |  |
| 3.2 |  |  |
| 3.3 |  |  |
| 3.4 |  |  |
| 3.5 |  |  |
| 3.6 |  |  |
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| 4.1 |  |  |

\* Please indicate ‘Yes’ or ‘Y’ for able to comply or ‘No’ or ‘N’ for unable to comply. If ‘Yes’ or ‘Y’ is indicated, the supplier must be able to meet the requirement without any qualification/modification. The supplier shall not add comments against the paragraph that vary the meaning of full compliance to the clause. If ‘No’ or ‘N’ is indicated, please elaborate under the “Remarks” column. Vague responses in the “Remarks” column, such as "Refer to brochure attached", are not acceptable.

**aNNEX C – experience of trainer(s)**

Suppliers shall use the format below to provide details of their trainer(s)’s experience in conducting similar training for lawyers or law students, in the calendar years 2018 to 2022. Suppliers shall also submit the CV of every trainer listed below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Trainer** | **Date of Course conducted by the Trainer**  ***(please indicate in MMYYYY)*** | **Title of Course** | **Description/Profile of Course participants** |
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**CURRICULUM VITAE OF TRAINER(S)**

Suppliers shall use the format below to provide their trainer(s)’s CV.

**CURRICULUM VITAE**

1) NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2) AGE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3) GENDER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4) NATIONALITY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5) COUNTRY OF RESIDENCE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6) EDUCATIONAL QUALIFICATIONS

Period Discipline/ University/ Polytechnic

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7) PROFESSIONAL QUALIFICATIONS

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8) EMPLOYMENT HISTORY

a. Period (current): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

c. Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

d. Responsibilities \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e. Period (from 2018): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

f. Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

g. Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

h. Responsibilities \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_