Tender Document: SIFMA/ITT/2020/001

29 October 2020

INVITATION TO TENDER
FOR THE DEVELOPMENT OF THE FM INDUSTRY ENGAGEMENT PLATFORM (“UPGRADING AND DIGITALIZATION OF SIFMA”)
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# Tender Notice

<table>
<thead>
<tr>
<th>Tender Reference No.:</th>
<th>SIFMA/ITT/2020/001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publication/Date of Open Tender:</td>
<td>29 October 2020</td>
</tr>
<tr>
<td>Description:</td>
<td>Invitation to Tender for the Development of the FM Industry Engagement Platform (“Upgrading and Digitalization of SIFMA”)</td>
</tr>
<tr>
<td>Closing Date and Time:</td>
<td>12 November 2020, 12:00pm</td>
</tr>
<tr>
<td>Amended Closing Date and Time:</td>
<td>Not Applicable.</td>
</tr>
<tr>
<td>Offer Validity Duration</td>
<td>3 calendar months.</td>
</tr>
<tr>
<td>Tender Box Location:</td>
<td>201, Kim Tian Road #03-400 Singapore 160201 Tender Box 3.</td>
</tr>
<tr>
<td>Publication of Tender Documents:</td>
<td>The documents will be made available from 29 October 2020 at Singapore International Facility Management Association website: <a href="https://tinyurl.com/SIFMA-TENDER">https://tinyurl.com/SIFMA-TENDER</a></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>David Shoo (Mobile: 9222 9282) <a href="mailto:david.shoo@sifma.org.sg">david.shoo@sifma.org.sg</a></td>
</tr>
</tbody>
</table>

The Singapore International Facility Management Association (SIFMA) shall be under no obligation to accept the lowest offer or enter into correspondence with any Tenderer regarding the reason for non-acceptance of offer.
29 October 2020

To The Tenderer,

Dear Sir/Mdm,

**SIFMA/ITT/2020/001**

**INVITATION TO TENDER FOR THE DEVELOPMENT OF THE FM INDUSTRY ENGAGEMENT PLATFORM ("UPGRADING AND DIGITALIZATION OF SIFMA")**

1. Singapore International Facility Management Association ("SIFMA") invites Tender Offers for the goods and/or services described in detail in the Requirement Specifications and on the terms set out in the Tender Documents as a whole.

2. This Invitation to Tender comprises of the following Tender Documents:

   - This Covering Letter
   - Section A Instructions to Tenderers
   - Section B Requirement Specifications
   - Section C Evaluation Criteria
   - Section D Conditions of Contract
   - Section E Prescribed Forms

3. Please refer to the Instructions to Tenderers and the Prescribed Forms for the mode(s) of submission for Tender Offers and the forms to be used. Tenderers must submit their Tender Offers by the Closing Date, which is at **12:00pm on 12 November 2020**.

4. The Tender Documents will be published and made available from **29 October 2020** at Singapore International Facility Management Association website: [https://tinyurl.com/SIFMA-TENDER](https://tinyurl.com/SIFMA-TENDER).
5. The Tender Offer will be evaluated based on the Evaluation Criteria set out in Section C.

6. Tenderers who wish to seek clarifications on the Tender shall submit their written request no later than 3 working days prior to the close of the Tender to the Project Manager, Mr. David Shoo at david.shoo@sifma.org.sg with the email subject “Tender for the Development of the FM Industry Engagement Platform”.

7. The Singapore International Facility Management Association shall be under no obligation to accept the lowest offer or enter into correspondence with any Tenderer regarding the reason for non-acceptance of offer.

Yours faithfully,

[Signature]

Mr Tony Khoo
President
Singapore International Facility Management Association (SIFMA)
1. Definitions

1.1 Throughout this Invitation to Tender and any resultant Contract (defined in the Conditions of Contract), unless the context otherwise requires, the following definitions shall apply:

(a) “Closing Date” means the time and the date referred to in the Covering Letter, which is the deadline for submission of Tender Offers.
(b) “Invitation to Tender” means the invitation to participate in this Tender and comprises all the Tender Documents referred to in the Covering Letter.
(c) “Tender Offers” mean the submissions made by Tenderers in response to the Invitation to Tender.
(d) “Tender Price” means the total price stated in the Form of Tender for the provision of goods and/or services required under this Invitation to Tender.
(e) “SIFMA” means the entity Singapore International Facility Management Association.
(f) “Tenderer” or “Tenderers” mean the persons invited to submit Tender Offers to provide the goods and/or services required under this Invitation to Tender.
(g) “FM IEP” means Facility Management Industry Engagement Platform, which refers to the proposed Facility Management Industry Engagement Platform solution proposed by Tenderers.
(h) “The System” means the FM IEP.
(i) all other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

1.2 Unless otherwise stated, all requirements shall be treated as mandatory.

1.3 Clauses denoted by the word “shall” indicates compulsory requirements to be delivered by the Tenderer.

2. Eligibility

2.1 Tenderers can participate in this Tender only if not under any debarment from any of SIFMA Tenders, and Tenders on or after the Closing Date.
2.2 Tenderers who do not meet any critical criteria under the Evaluation Criteria are liable to be disqualified at SIFMA’s discretion.

3. Submission of Tender Offers

3.1 Tenderers shall submit their Tender Offers by the Closing Date in accordance with the following mode(s) of submission:

| The following documents/information shall be submitted using tender box |
|---|---|
| i. | E1. Form of Tender. |
| iii. | E3. GST Status. |
| iv. | E4. List of Relevant Track Record in the Last 5 Years. |
| v. | E5. Price Breakdown / Schedule of rates / Payment Milestone (as the case may be) - please quote by modules and indicate the total tender price. SIFMA does not bind itself to accept the entire tender proposal and implement all modules mentioned in the requirement specifications. |
| vi | E6. Compliance Table. |
| vii. | Draft Implementation Plan. Tenderers must submit a Draft Implementation Plan as part of the Tender Offer showing the time schedule and sequence of events necessary for the delivery of the services/ implementation of the solution. |
| viii. | Any other written proposals, designs or drawings required under the Requirement Specifications. |
| ix. | Any other supporting documents/materials that are in softcopy. |

Note: Tenderers shall also submit a copy of all Tender Offers in softcopy in the form of a USB thumb drive.

3.2 Tenderers may submit other documents/ information apart from those specifically listed under Sub-Clause 3.1 in support of Tender Offers. Such other documents/ information may be submitted using any of the mode(s) of submission allowed under Sub-Clause 3.1.
3.3 Where Tender Offers or parts of Tender Offers are submitted using the tender box:

(a) the documents/ information /items must be submitted in sealed envelopes.
(b) the Tender reference number (from the Covering Letter); (ii) the Closing Date (iii) the tender box number (if any); and (iv) the name and address of the Tenderer must be stated on the top left-hand corner of the envelope.
(c) it will be the responsibility of Tenderers to ensure delivery by hand into the tender box, which will be in a position accessible to the public.

3.4 Tender Offers submitted after the Closing Date shall be disqualified.

4. Language

4.1 Tender Offers and all supporting technical data and all documentation to be supplied by the Tenderer shall be written in English language.

5. Compliance with Instructions and Forms

5.1 Tender Offers are to be submitted according to the instructions contained in and using any forms prescribed in the Invitation to Tender. Any Tender Offers which:

(a) are not in accordance with the instructions; or
(b) vary any of the prescribed forms,
(c) are liable to be disqualified at SIFMA’s discretion.

6. Validity Period

6.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period set out in the Form of Tender and during such extension of the period as may be agreed in writing between Tenderers and SIFMA.

7. Withdrawal of Tender Offers

7.1 Any Tenderers that withdraw Tender Offers after the Closing Date are liable to be debarred from SIFMA’s future tenders and Tenders.
8. **Acceptance of Tender Offers**

8.1 SIFMA shall be under no obligation to accept the lowest or any Tender Offer.

8.2 SIFMA shall have the right to accept parts of Tender Offers from one or more Tenderers except in the case of Tenderers that expressly stipulate to the contrary in their Tender Offers.

8.3 The issuance of a Letter of Acceptance (LOA) and/or Purchase Order (PO) accepting a Tender Offer or parts of a Tender Offer (subject to Sub-Clause 8.2) shall create a binding contract for the provision of the goods and/or services required under this Invitation to Tender and to the extent accepted in the Letter of Acceptance and/or Purchase Order. The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract). The LOA and/or PO could be issued by Singapore International Facility Management Association.

8.4 The Letter of Acceptance and/or Purchase Order may be issued to the successful Tenderer(s):

(a) by post to the address of the successful Tenderer(s) as set out in the Tender Offer.
(b) by hand to the address of the successful Tenderer(s) as set out in the Tender Offer.

8.5 SIFMA may, at its sole discretion, require the successful Tenderer(s) to sign a written agreement.

8.6 SIFMA is not under any obligation to inform any Tenderer of the reasons for non-acceptance of a Tender Offer.

9. **Ownership of Documents and Intellectual Property**

9.1 All information, instructions, plans, drawings, specifications, documents, materials, and other items shown or given to Tenderers pursuant to this Invitation to Tender by SIFMA shall remain the property of SIFMA. Tenderers shall immediately return all or any of the same on written request by SIFMA or destroy the same within 1 week of the award to the Tender (except in the case of the successful Tenderer).
9.2 All Intellectual Property (as defined in the Conditions of Contract) reflected or subsisting in the information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by SIFMA belongs to SIFMA or third parties as the case may be.

9.3 Tender Offers and all accompanying documents, plans, drawing, materials or other items (less samples that are covered under Clause 10 below) that are submitted by Tenderers in response to this Invitation to Tender shall become the property of SIFMA. However, Intellectual Property reflected or subsisting in the same shall remain vested with the Tenderers or other third parties as the case may be. This Sub-Clause 9.3 is without prejudice to any provisions to the contrary in the Conditions of Contract that apply to the successful Tenderer.

10. Alteration, Erasures and Illegibility

10.1 Except for amendments to entries made by the Tenderer which are initiated by the Tenderer, Tender Offers bearing any other alterations or erasures and Tender Offers in which prices are not legibly stated are liable to disqualification at SIFMA's discretion.

11. Expense

11.1 No expense incurred by Tenderers in the preparation of Tender Offers shall be borne by SIFMA.

12. Tender Offer and Price

12.1 The Tenderer shall satisfy itself before tendering as to the correctness and sufficiency of its Tender Offer for the supply of the Goods and/ or Services, and all matters and things necessary for the proper execution and completion of such supply, regardless of whether such matters were specifically set out in this Invitation to Tender. Tenderer shall:

(a) ensure that its Tender offer is complete and that the information in its Tender Offer is clearly visible; and

(b) notify SIFMA in writing of any ambiguity, discrepancy, conflict, inconsistency, or omission in or between any of the Tender Documents; and

(c) seek clarification on the same from SIFMA by the stipulated period as indicated in the Covering Letter.
12.2 The Tender Price set out in the Tender Offer shall be deemed to have included the delivery of all goods and/or the performance of all services to meet the Requirement Specifications in full. This is so regardless of whether such goods and/or services have been listed or priced in any breakdown of the Tender Price or in any other part of the Tender Offer. The price of anything not specifically listed or priced shall be deemed to have been included in the other price(s) set out in the Tender Offer.

12.3 The Tender Price and all breakdowns of the same proposed in Tender Offers must exclude any Goods and Services Tax ("GST") chargeable for the supply of goods and/or services required under this Invitation to Tender.

13. Clarifications

13.1 If SIFMA sends a written notice to any Tenderers to clarify any aspect of their Tender Offers, the Tenderers concerned must provide full and comprehensive responses within three (3) days of the date of the written notice. For the avoidance of doubt, this may include the request for the submission for missing documents or information that may be required by SIFMA for this Tender provided that no Tenderer shall, in any case, be permitted to amend the proposed Contract Price already submitted.

14. Demonstration of capabilities

14.1 Tenderers shall at their own expense, at the written request of SIFMA, prepare and conduct demonstrations/presentations in Singapore to substantiate the claims and proposals in their Tender Offers. The time, date, and venue for any such demonstrations/presentations shall be determined by SIFMA. The tenderers must have the resources to have a proposal presentation and demo session immediately after the submission of the tender to enable the users to clarify and have a better understanding of the solution.

15. Short listing

15.1 SIFMA reserves the right to shortlist Tenderers as per the criteria set forth in the Invitation to Tender and give those so shortlisted the opportunity to submit new or amended Tender Offers on the basis of SIFMA’s revised requirements. The submission of revised Tender Offers shall be in accordance with a common deadline and new submission instructions issued by SIFMA in writing.
15.2 The revised Tender Offers received based on the updated requirements shall form the basis of the final Tender Offer evaluation. The tenders received in the final round shall be complete and comprehensive and shall over-ride all tender proposals previously submitted. All Tender Offers received in the previous rounds shall be treated as lapsed.

16. Confidentiality

16.1 Except with the consent in writing of SIFMA, Tenderers shall not disclose to any third parties, this Invitation to Tender, the provisions of the Tender Documents, and any information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by SIFMA.

17. Applicable Law

17.1 All Tender Offers submitted pursuant to this Invitation to Tender and the formation of any resulting contracts shall be governed by the laws of the Republic of Singapore.

18. Amendment to Invitation to Tender

18.1 SIFMA reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Tender at any time prior to the Closing Date.

18.2 Any amendments or issue of supplementary terms to the Invitation to Tender made pursuant to Sub-Clause 18.1 shall be issued through email, or SIFMA website and it shall be the responsibility of the Tenderers to check email, or SIFMA website on a frequent basis for any such amendments or issue of supplementary terms to the Invitation to Tender.

18.3 No oral representation shall be:
   (a) accepted or construed as amending or being supplementary to the terms of the Invitation to Tender, or
   (b) binding on SIFMA.

19. Notification

19.1 Notification may not be sent to unsuccessful tenderers by SIFMA.
Section B: REQUIREMENT SPECIFICATIONS

1. INTRODUCTION

1.1 The Singapore International Facility Management Association ("SIFMA") represents facility management companies and professionals and be the voice of the FM industry in Singapore. SIFMA intends to develop an integrated Facility Management Industry Engagement Platform hosted on its website, as part of its digitalization journey to provide more services to its members and the FM community and to progress into the digital economy.

2. OBJECTIVES

2.1 SIFMA requires a modern website portal and other system(s) that can integrate with each other and contain all relevant business intelligence on our members and external stakeholders. The new integrated solutions are referred to as the System in the rest of the specifications.

2.2 The website portal will be used by our members to access a range of services including registration for events, ads posting, event management, accessing documents, publications, circulars, and public announcements from other agencies.

2.3 SIFMA is currently using ‘Wild Apricot’ (www.wildapricot.com) for the managing of membership subscriptions. As part of this project, it will be replaced and become part of the website and will integrate with the rest of the systems, particularly with finance system, payment gateway and CRM system.

2.4 Finance & Accounting system, HR & Payroll system and Chatbot are optional items that SIFMA is looking for to be implemented and integrated as one, integrated solution with the website. It will be at the discretion of SIFMA whether to exercise the options in the Tender.

2.5 The appointed Tenderer will be responsible for installing and configuring the application software and working with SIFMA’s employees as necessary to ensure successful implementation.
2.6. The appointed Tenderer will be responsible for extracting data from the existing system and to convert and/or mapping the data as per SIFMA’s requirements.

2.7. The system shall include login dashboard for all members and employees based on their roles and access rights.

2.8. The successful Tenderer shall implement the System within a period of 6 months from the date of award.

3. **SCOPE OF WORK**

The scope of work shall include, but not limited to the following:

**3.1. IN GENERAL**

3.1.1. Conduct and confirm user requirements guided by the desired objectives stated in this document.

3.1.2. Design shall follow the corporate identify of SIFMA. However, any suggestion for more effective fonts, colors, design elements are welcomed.

3.1.3. A “Paid Advertisement” system for companies to advertise & promotes their products & services.

3.1.4. The Tenderer shall design a new user experience design and produce at least 2 options of user interface (UI) and user experience (UX) design for SIFMA to decide upon.

3.1.5. The proposed UI/UX shall increase efficiency and cater for an effortless and personalized experience. The UI/UX shall be engaging, collaborative, intuitive and user-friendly.

3.1.6. The Tenderer shall provide wireframes and mock-ups for approval of the proposed UI/UX by SIFMA.

3.1.7. All stock photos and graphics needed for the UI/UX design shall be provided by the Tenderer.
3.1.8. The Tenderer shall provide advice on industry best practices and available membership management features to help re-engineer our processes.

3.1.9. Web analytics tools shall be installed to analyze visitors’ behavior on SIFMA’s website.

3.1.10. Configure proposed system solutions to suit requirements and ensure the proposed system is scalable and upgradable, and the architecture/design is modular to cater for future growth and expansion without having to resign change Application Software and codes.

3.1.11. Provide One-time data migration (e.g. members database, accreditation status, past / present events, website content, and photo galleries) from the current SIFMA system.

3.1.12. Facilitate user acceptance testing (UAT) by providing test plans and test reports.

3.1.13. Facilitate system to go live before the Expected Roll Out Dates including setting up the system on a hosting platform of SIFMA’s choice.


3.1.15. Provision of user and administrator manuals.

3.1.16. Provision of softcopies of documentation or online help as required.

3.1.17. Maintenance and support of the system to ensure performance and availability.

3.1.18. Ensure a smooth transition from the current systems to the new system and include in their proposals their experiences, methodology and plan for user adoption of the new system.

3.2. THE SYSTEM MUST:

3.2.1. Support different levels of access and permissions, authority to input or amend specific data, ability to generate reports.

3.2.2. Provide members with self-service functions, member profiles, member directory.
3.2.3. Capture and management of data so that the legal requirements of data protection are met, and best practice is facilitated.

3.2.4. Auto backup of data on the server on a daily basis.

3.2.5. Provide audit trail availability to capture all actions performed by users and provide necessary report with before and after change values.

3.2.6. Provide session timeout control feature that log out user when there is no activity after a specified time duration.

3.2.7. Allow users to generate reports using standard reports or ad-hoc queries.

3.2.8. Allow reports to be available for export to Word, Excel, PDF, or other formats.

3.2.9. Be able to generate graphical charts on the report data.

3.2.10. Allow online payment for membership application/renewal, event participation and more.

3.2.11. Payment information to be updated in accounting software.

3.2.12. All functional modules must be integrated.

3.2.13. Provide application programming interface (API) to allow third party access and integration.

3.3. KEY REQUIREMENTS

The key requirements checklist is available in Section E6: Compliance Table.

3.3.1. Web Design and Development

(a) to provide technically feasible Content Management System (CMS) designs that are robust, and able to integrate seamlessly with backend technology (e.g. payment gateway, website statistics for analytics, Electronic direct mailer, role management features). The website shall be responsive to allow digital services key content to optimally fit on desktop, laptop, tablet and mobile.
(b) to deliver Mobile-first design that transits smoothly across different devices (e.g. desktops, notebooks, tablets, and smartphones) and mobile operating systems.

(c) to ensure the adaptability of design to allow for subsequent modifications to the features or content and ease of adaptation.

(d) Social Media platform connection for pushing of content with EDM (twitter, Facebook, Telegram, WeChat, LinkedIn, TikTok) – Latest updates and news.

(e) the website shall consist of pages open to public facing individuals and Members Only pages that limit access to signed up members only.

(f) cross browser compatibility (Latest version of Chrome, Firefox, IE, Safari, and all modern browsers with version not older than N-1. (N being the latest supported version).

(g) comply with HTML5 Standard and best practices published by World Wide Web Consortium (W3C).

(h) compatible with IPv4 and IPv6-enabled environment.

(i) no Adobe Flash is to be used.

(j) proposed Website Structure:
   About SIFMA
   - Who We Are
   - Board Members
   - Sub-Committee (Membership, Professional Development, Sustainability, Strategy & Innovation, and others)
   - Secretariat
   - Contact Us

Membership
   - Who Can Join?
   - Membership Categories & Privileges
   - Members' Directory (Founding, Corporate & Individual Members)
   - Membership Application

Training
   - Upcoming Training Activities, Past Training Activities, Photo Gallery

Accreditation
   - Overview
   - Application/Renewal/Appeal
   - Accredited Companies/Individuals
   - CDP Requirements and Obligations

Events
   - Upcoming Events, Past Events, Partners’ Events, Photo Gallery
Resources
- Knowledge platform (publications, circulars, and documents)
- Members’ Only (Constitution, Employment Opportunities, Government Funding or Grants, Industry Programmes or Initiatives)
- Employment Opportunities

Announcement
- Publication of External and Internal News and others

3.3.2. Training Platform
The training platform shall serve the following function:

(a) public/members can view all training activities (courses, workshops, seminars, conferences, other training initiatives etc.) on SIFMA website and calendar.
(b) public/members can register and pay online for all these activities.
(c) online payment available in multiple foreign currencies.
(d) able to customize registration form with add-ons (early bird price, coupon codes, members-only price).
(e) customize payment tracking e.g. users can register/book first without paying for x days. x will be specified by SIFMA.
(f) able to send payment reminders when x days is up.
(g) able to customize activity reminders and schedule confirmation email to registrants x days in advance. x will be specified by SIFMA.
(h) able to collate all user’s data to generate the following reports:
   i. List by members, non-members & reciprocal SIFMA’s members
   ii. List by countries
   iii. List by events
   iv. List by companies
   v. List by paying & non-paying/complimentary
   vi. List by industry

(i) able keeps a history of all the members activities.
(j) able to “Check in” registrants from mobile device.

3.3.3. Accreditations Management

(a) allow application, submission of documents, preview, and payment for accreditation application online for FM Company (FMC) and FM Individual (FMI).
(b) set criteria within the system for different application categories and accreditation programme e.g. FMC, FMI
(c) allow Applicants to check the status of their application online.
(d) automate actions on email notification within the system for payment, application, renewal notice, expiry date reminder, demerit point system and more.
(e) display a listing of accredited FMC & FMI.
(f) self-service portal to allow FMI to monitor and manage their CDP for accreditation renewal.
(g) page to explain what and how CDP works.
(h) listing of all approved CDP courses / seminars / conferences.
(i) a page for such CDP courses/seminars/conferences providers to apply for approval from SIFMA to qualify for SIFMA CDP. Such applications will be charged an admin fee.
(j) a page to explain how the demerit point system works.
(k) FMC or FMI who is given more than x point (x to be determined by SIFMA) will have its/his accreditation struck off.
(l) have an appeal system for demerit points.

3.3.4. Customer Relationship Management (CRM)

3.3.4.1 One-to-one relationship management
   (a) able to keep track members’ activities, accreditation status, interest in event, training and more.
   (b) able to assign members to relevant interest groups so as relevant articles, discussions, seminars can be channeled to them.
   (c) link to members’ LinkedIn and Facebook accounts.

3.3.4.2 Group Relationship Management
   (a) ability to identify groups of members (& friends) that frequently participate as a group.
   (b) ability to identify opportunity to convert members’ friends to members.

3.3.4.3 Managing relationship with Members
   (a) automate application process for different types of membership. e.g. diamond, platinum, gold, silver, founding partner, corporate ordinary & associate, individual ordinary & associate.
(b) assign completed applications to Reviewers to evaluate and to approve/reject application.

(c) for successful application, applicants will be required to accept membership terms and conditions. System to record the necessary declarations confirmed by applicants.

(d) able to accept application in batches (e.g. excel spreadsheet).

(e) allow generation of invoice with or without discount options.

(f) allow online payment of fees in multiple currency.

(g) system must maintain history of membership renewals/period of memberships and record membership resignation/suspension/termination as requested by member/action or by SIFMA.

(h) allow member to access Members Only pages, information, resources, material, publications, privileges, and benefits.

(i) able to customize member application form with multiple membership levels.

(j) automated emails to welcome new members when their application is approved.

(k) automate actions on email notification within the system for renewal notice, membership expiry date reminder and more.

(l) system shall allow the addition of new fields of any type of the profile.

(m) authorized administrator may edit/update the Member’s Profile.

(n) ability to change status of members as active, inactive, pending, suspended, or terminated.

(o) allow generation of report.

(p) member database includes (but not limited to):

   i. Photo.

   ii. Name & Surname.

   iii. Salutation.

   iv. Gender.

   v. Email address.

   vi. Office Contact.

   vii. Mobile Contact.

   viii. Country.

   ix. Company (for both corporate & individual).

   x. Company address (for corporate members).

   xi. Designation.

   xii. IFMA credential, if any.

   xiii. Academic qualifications.

   xiv. Membership start & end dates, validity period.
xv. Initial membership starts date e.g. member since dd-mmm-yyyy.
xvi. Employment History, Appointment, Department, Start Date, End Date/Present.

(q) Corporate Membership will have the following features:
   i. Corporate logo for Corporate members.
   ii. Write up for Corporate members.
   iii. Hyperlink to Company’s website for Corporate members.

3.3.4.4 Managing relationship with non-members (potential members)

(a) ability to identify opportunity to convert them to members.
(b) able to assign potential members to our Membership team to follow up.
(c) able to track potential members’ interests.
(d) promote seminars, training courses etc. to potential members.
(e) able to identify any linkages to any members.

3.3.4.5 Managing relationship with non-members (public audience, not potential members)

(a) able to keep a list of these public audience and find out what they do e.g. reporters, writers, recruiters, advertisers and more.

3.3.4.6 Business Partners/Suppliers Relationship management

(a) access available to secretariat only.
(b) include simple e-procurement, e-invoicing, e-payment functions.
(c) integrate with Finance & Accounting system (if option exercised).

3.3.4.7 Managing Events

(a) allow users to post, market and manage events.
(b) allow users to view all events hosted and/or supported by SIFMA.
(c) events to automatically listed on calendar.
(d) able to upload / embed promotional attachment or videos of the events.
(e) allow users to register based on user status e.g. Individual/corporate member, non-member, reciprocate arrangement, VIP, board members that is linked to the customer relationship management system.
(f) the personal particulars of an attendee/delegate will be captured for future use i.e. the info can be automatically retrieved for future registration.

(g) allow online payment for event participation in multiple currency.

(h) allow integration with third party event hosting platform.

(i) payment information to be updated in accounting software.

(j) allow generation of report.

Call for paper & speakers admin function

(k) send e-invitation to potential presenters.

(l) allow submission of papers.

(m) capture particulars & history of speakers.

(n) allow selection/screening of speakers.

Exhibition Management

(o) show exhibition floor layout.

(p) show status of exhibition spaces (i.e. taken, vacant etc.).

(q) potential exhibitors can book online (subject to organizer’s confirmation).

Sponsorship Management

(r) list of sponsorship types.

(s) show status of sponsorship (i.e. taken, available, reserved etc.).

(t) potential sponsor can book online (subject to organizer’s confirmation).

Working platform for event committee

(u) able to generate the following reports:
   i. All events linked to a person (historical & future).
   ii. List of delegates with all delegates details.
   iii. List of speakers.
   iv. List of sponsors.
   v. List of exhibitors.
   vi. Profit and Loss for the event.
   vii. Feedback.
3.3.5. Resources Platform

(a) allow repository and download of SIFMA’s publications which include but not limited to videos, podcasts, infographics, charts, and other documents.

(b) allow integration with third party service providers for the provision of e-ceritificates for users download and search.

3.3.6. Announcement Platform

(a) allow the publication of external and internal announcements which include but not limited to SIFMA’s latest news, periodic news bulletin, ad-hoc news, seasonal greetings etc.

(b) allow the scheduling of announcement and tracking for web analytics purpose.

3.3.7. Chatbot (OPTIONAL)

(a) the Smart Conversational Agent (SCA) shall interact with users using conversational English which may include colloquial terms (Singlish) and well-known abbreviations (e.g. FM for Facilities Management).

(b) the SCA is not expected to support every colloquialism and abbreviation but the SCA must demonstrate that it has the basic support and can be trained to understand new terms or occurrences.

(c) the SCA shall have several variations of conversation template to keep the interaction with user fresh and interesting. e.g. variations of greeting like “hello”, “good morning”, “how are you?” etc.

(d) the SCA is to have mechanism to identify misspelled words and either still be able to provide the correct response or perform clarification responses like a “did you mean”.

(e) the SCA shall be able to answer questions on SIFMA related information from SIFMA websites. This information may be pertaining to events, membership registration, activities, courses, CDP, and the frequently asked questions (FAQ).

(f) the SCA shall be able to understand and remember context of its interaction with the user. e.g. SCA understands that user may be asking about reservation fee if the user have queried about reserving exhibition space just prior to the question.

(g) the SCA is to be able to collect feedback immediately after each interaction.

(h) the SCA is to be able to log all complete, incomplete, or erroneous interactions where it fails to understand, unable to fulfil a request or cannot answer a query.
(i) the SCA system shall have an administration function where SIFMA employee can use to input and train the SCA to recognize new terms or questions.

(j) the SCA shall have an administration function where SIFMA employee can use to add, modify, and remove information from the SCA knowledge base.

(k) the SCA shall have analytics support either by internal function or external platform like Botanalytics, Google Chatbase, BotMetrics or Dashbot.

3.3.8. Financial and Accounting System (OPTIONAL)

(a) shall be a cloud native software/application with the ability to interface with website advertisement portal, membership management, event management, training platform, accreditation management, CRM, Business Partners/Supplier Relationship management and other 3rd other system.

(b) shall have the ability to maintain audit trail for changes made to the system including data input, update, or changes. e.g. audit trail on date, time, user information associated with a transaction.

(c) shall maintain and auto interface the relevant data for members /employee ID, business partners and suppliers.

(d) shall maintain SIFMA’s tax code, fund code, project code, events code, cost centre etc. for auto interface.

(e) shall allow user to enter cost centre, general ledger account, fund code project code, events code and more.

(f) the system shall support Purchase/Requisition Order (PO/PR) for different PO/PR type e.g. Small value purchase, open or close tender, direct contract, fixed asset items etc.

(g) ability to trigger error alert to user for PO with incomplete/incorrect mandatory.

(h) able to assign different types of access according to roles and responsibilities.

(i) automatically check for duplicate members/vendor creation by checking the relevant fields for the different members/vendor groups and show error message.

(j) the system shall have the ability to perform validation checks defined by users and is required to ensure the integrity of the information/data extracted and captured.

(k) duplicate invoices could be identified and information such as vendor name/code/address, alternate payee, profit/cost/fund centre, general ledger code, asset number, foreign currency code, GST code, commitment item, etc. will be captured and validated.
(l) the system shall have the ability to capture actual GST amount in SGD for foreign currency invoices and auto-post the exchange rate differences to GL and GST audit report.

(m) the system shall have the ability to perform foreign currency revaluation.

(n) the system shall have the ability to have invoice data interfaced from other systems such as electronic claim and payroll systems and trigger auto-posting into Account Payable (AP) for payment.

(o) ability to check the funds availability in other modules such as the fund management, project/event modules. The system shall highlight any irregularities or shortage of funds for the verifier to follow-up.

(p) maintain pricing table for different types of membership.

(q) maintain Membership Account Receivables (AR) and Invoice.

(r) Account Receivables for other items.

(s) maintenance of a drop-down list for reason to track Credit/Debit adjustment made to members /vendors Note and auto-posting of the accounting entries to General ledger.

(t) have different level of e-approval group e.g. approving authority group, sign authority.

(u) have sort and filter function to generate reports.

(v) budget module.

(w) Fixed Assets module.

(x) ability to drill down to source document information.

(y) able to generate AR and AP invoice number in sequential order.

(z) able to generate Membership statement of accounts.

(aa) Report – track issue date / expiry of membership.

(bb) auto generated email reminder for Members in arrears.

(cc) able to submit invoice via Nationwide E-invoicing PEPPOL (Pan-European Public Procurement On-Line) Network.

(dd) the system shall be able to allow users to generate customized report for AR, GL, Collection report, monthly, quarterly, yearly report, revenue report, GST audit report by tax code, assets report and more, in various format e.g. excel, pdf format etc.

(ee) integrate with the main Website’s Payment Gateway.

3.3.9. Human Resource (HR) and Payroll System (OPTIONAL)
(a) support different levels of access and permissions, authority to input or amend specific data, ability to generate reports.

(b) manage different types of employment e.g. permanent, contract, temporary, interns, hourly rated.

(c) provide employee with self-service functions, employee profiles, employee directory.

(d) capture and management of data so that the legal requirements of data protection are met, and best practice is facilitated.

(e) employment data include but not limited to start date and end date, job description, job function, general duties, salary offered (monthly, hourly), overtime (if any) and other approved payments (expense and claims).

(f) support SIFMA's policies on work injury compensation insurance, any statutory employment benefits available and other mandatory contributions to be made, duration of assignment, terms for resignation or termination.

(g) manage and update other essential information work in partnership with the Authority (IRAS, CPF) to fine-tune and customize the HR administrative and to meet the needs of the target employee without additional fees.

(h) define Geofencing restriction for mobile check-in and/or digital timesheets for selected employee to submit.

Perform leave management including but not limited to the following:

(i) create or modify different leave policies, leave schemes, and leave types based on calendar year leave cycle.

(j) maintain leave entitlement for various leave schemes and leave types (e.g. childcare leave, eldercare leave, family leave, marriage leave).

(k) auto calculate pro-rated leave entitlement for employee who did not serve full calendar year of service.

(l) auto calculate employee’s leave entitlement based on years of service.

(m) allow the approval flow and routing process to be defined (e.g. leave application for non-executive employee to have 2-tier approval, leave application for managers to have 1 or 2 tier approval, etc.).

(n) allow employee to apply, amend, cancel, view, and print the status of their leave application.

(o) calculate leave provision and costing at any specified point in time based on leave balance.
upload of multiple attachments in various formats (PDF, Word, etc.) such as medical certificates, paid government leave forms, etc.

limit the number of consecutive leaves that can be taken per month.

carry forward unconsumed leave from current year to the following year of leave, Medical leave, Childcare leave, hospitalization leave.

dashboard to view employees detailed leave balance, history, credit list, entries, etc.

one view for Admin to view employees leave history.

e-mail notifications triggered for leave applications, leave approvals and rejections.

provide audit trail availability to capture all actions performed by users and merchant.

have application programming interface (API) capable of interacting with various programming functions and interface to make HR’s system accessible for third party access and integration. e.g. integration with Finance and Accounting system, CRM.

regular monthly payroll for different groups of employees with different working schedules (e.g. permanent, contract, temporary, interns, hourly rated, etc. under 5-days week, one Saturday per month workweek).

allowances including recurring fixed amount payments and deductions.

ability to sync with no-pay leave for computation by calendar or financial year.

bonuses (based on different criteria set by SIFMA).

retroactive salary and other pay items.

maintain salary scale by salary structure.

maintain compensation history monthly and year-to-date basis.

process additional payroll runs (off-cycle, special run, bonus run).

generate payroll-related files, like Inter-Bank GIRO file using IBG file format and G3 format for fast GIRO processing, pay slips, etc. in the format required by the relevant authorities.

generate payroll files for statutory requirements e.g. IR8A, IR21, CPF submission via CrimsonLogic PAT Line or CPF Board Payment Template.

ability to configure reports in excel spreadsheet format based on management's requirements.

allow administrator to set criteria before generating reports.

integrate Payroll data to Finance & Accounting System.
4. **USER INTERFACES**

4.1. The system shall use a domain / subdomain of SIFMA’s choice as its web address. It is preferred for the portal to be accessed through a common login page. However, the use of additional subdomains to bring users of the system to different landing pages or login pages is acceptable.

4.2. The appointed Tenderer is responsible for identifying the detailed interface requirements, design and develop, testing and maintaining the interfaces.

4.3. The system shall be accessible using a computer, tablet, and mobile phone. Ideally, entire page load shall be performed in less than 3 seconds.

5. **PROJECT MANAGEMENT AND DELIVERABLES**

5.1. All Tenderers shall propose the project approach, processes, and methodologies.

5.2. All Tenderers shall also indicate the deliverables that will be provided.

5.3. The appointed Tenderer should take on sole responsibility of project management and shall work and manage other Tenderers for interfaces development, testing and implementation (where needed by SIFMA).

5.4. If the appointed Tenderer chooses to work with one or more partners to deliver the system, the management of these partner(s) will be the sole responsibility of the appointed Tenderer. The appointed Tenderer will be SIFMA’s prime and single point of contact.

6. **TESTING AND ACCEPTANCE**

6.1. All Tenderers shall propose and recommend the type of training (functional and technical) required, style of delivery, recommended class size, and duration.

6.2. The appointed Tenderer shall provide test environments to facilitate testing.
6.3. The appointed Tenderer shall ensure that all components / systems are tested for successful installation. The appointed Tenderer shall make accurate records of all tests and shall furnish ALL test certificates and schedules of the test results in an approved form mutually agreed by both parties.

6.4. The appointed Tenderer is expected to furnish a test strategy and test plan document for SIFMA’s approval.

6.5. The appointed Tenderer is expected to produce test scenarios and test scripts for Unit Testing, System Integration Testing (“SIT”) and User Acceptance Testing (“UAT”). UAT test scripts will be further augmented by SIFMA users’ as appropriate.

6.6. If required, the appointed Tenderer shall work with all relevant 3rd party Tenderers for the integration testing to ensure the installed hardware/software is able to support the requirements stated within this tender.

6.7. Acceptance tests will be carried out after the completion of the implementation. SIFMA will carry out acceptance tests and certify completion based on the results of the tests.

7. CHANGE MANAGEMENT AND TRAINING

7.1. The following materials and information are to be provided to assist with training of users and ensure successful transition from the existing system to the new system. SIFMA shall have the right to reproduce unlimited copies of such document for internal use without any additional cost.

(a) Digital training guides.
(b) Interactive training guides / Training videos.

7.2. The appointed Tenderer shall conduct a minimum of two (2) training sessions (minimum half day duration) for the different groups of users: Master User, Managers, Administrators.

7.3. The appointed Tenderer shall conduct a minimum of two (2) presentation briefings and training to all members on the usage of the system.
7.4. SIFMA can request for more training sessions with the aim to ensure adequate training are provided to all the relevant members using the system.

8. **SECURITY FEATURES**

8.1. All Tenderers must provide documentation for the security features built into the system and provide any security certifications, audits, and compliance mandates.

8.2. The System shall have the ability to restrict all Account Users to their specific roles and functions, with audit trail log on all Account Users activities. Tenderer shall specify the System capability.

8.3. The system shall support data access authorization and access control for view, edit, submit, approval and action permissions of data according to users’ role-based security profiles and personalized for each individual, user role, and user group.

8.4. The system shall be proven to come equipped with strong security features e.g. strong password, different access controls like access rights assigned based on user roles/functions, authentication mechanisms, protection settings for sensitive data, audit logs on all activities on sales transactions, configuration settings, user activities, etc.

8.5. The System shall have the following access capability to configure password policies, not limited to the following options:

   (a) length of passwords.
   (b) password expiration.
   (c) password complexity.
   (d) account lockout.

8.6. The System must enable encryption of user identity and information at login.

8.7. The System shall have the ability to configure Two-Factor Authentication (2FA) for all Account Users of system. The 2FA authentication method shall be minimally an SMS to Mobile Number of Account Users.

8.8. The System shall ensure full and strict compliance with the Personal Data Protection Act (PDPA).
8.9. The tenderer shall conduct Vulnerability checks, and security patches monthly and the activity logs and the reports shall be made accessible to SIFMA. SIFMA shall have full ownership to all activity logs, reports and data stored in the system.

9. **SYSTEM AVAILABILITY REQUIREMENTS**

9.1. Where the proposed solution is hosted by the Tenderer, the following applies:

(a) the system shall ensure to provide close to 99.5% availability, where total acceptable unscheduled down time in a year = 0.5% x 24 hours x 365 days = 43.8 hours (~ 44 hours).

(b) the uptime of the system shall be monitored and reported.

(c) system should take auto backup on Weekly and Daily Basis.

(d) transactional data should be backup every 6 hours and saved for at least 5 days.

10. **SUPPORT**

10.1. Provide swift technical assistance, response, and resolution of issues to users and administrators via phone or email during normal office hours from Monday to Friday, 8am to 6pm.

10.2. The support services shall be provided in tandem with the period of the contract and shall continue to be provided to resolve outstanding issues raised during the period of the contract.
## Section C: EVALUATION CRITERIA

1. The evaluation criteria used for this Invitation to Tender is as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Good Standing</strong></td>
<td></td>
</tr>
<tr>
<td>Not debarred from SIFMA tenders on or after the Closing Date.</td>
<td><em>Critical</em></td>
</tr>
<tr>
<td><strong>2. Compliance Table</strong></td>
<td></td>
</tr>
<tr>
<td>Compliance with all instructions for the submission of Tender Offers as set out in the Invitation to Tender (via Prescribed Forms, including Compliance Table).</td>
<td><em>Critical</em></td>
</tr>
<tr>
<td><strong>3. Competitive Pricing</strong></td>
<td></td>
</tr>
<tr>
<td>Price tendered with detailed breakdown of fees/costs per item.</td>
<td>30%</td>
</tr>
<tr>
<td><strong>4. Company Status, Track Record and Project Team's experience</strong></td>
<td></td>
</tr>
<tr>
<td>Based on track record of relevant experience in implementing a project similar to the requirements of SIFMA, testimonials provided by clients and CV of the persons/employees assigned to perform the Contract.</td>
<td>20%</td>
</tr>
<tr>
<td><strong>5. Technical Approach and Quality of Solution</strong></td>
<td></td>
</tr>
<tr>
<td>Tenderer’s ability to understand the Requirement Specifications and the proposed plans, designs or methods that will be used by the Tenderer to undertake the provision of Goods and Services and meet the Requirement Specifications.</td>
<td>50%</td>
</tr>
</tbody>
</table>

* These are critical criteria. Tender offers that do not meet these criteria are liable to be disqualified.
Section D: CONDITIONS OF CONTRACT

1 DEFINITIONS

1.1 In these Conditions of Contract, unless the context otherwise requires, the following definitions shall apply:

(a) "Background IP" means IP which is created prior to or independently of this Contract.

(b) "Contract" means:
   (i) the Tender Notice, Covering Letter, Instructions to Tenderers, Conditions of Contract and Requirement Specifications that are part of the Invitation to Tender;
   (ii) the Tender Offer (to the extent accepted by SIFMA in the Letter of Acceptance and/or Purchase Order);
   (iii) the Letter of Acceptance and/or Purchase Order; and
   (iv) any other documents accepted in the Letter of Acceptance and/or Purchase Order as being part of the Contract.

(c) “Contract Price” means the total amount payable to the Contractor for the performance of the Services and supply of the Goods under this Contract. Unless otherwise agreed in writing, the Contract Price shall be deemed to be the amount stated in the Form of Tender. Provided that if this Contract is a period contract where Goods and Services may be ordered from time to time pursuant to Purchase Orders, the Contract Price shall be treated on a Purchase Order basis and shall be deemed to be the Purchase Order Price payable for the Goods and Services specifically ordered under each Purchase Order.

(d) "Contractor" means the successful Tenderer which has been awarded this Contract by SIFMA.

(e) “Deliverables” means the proposals, plans, reports, drawings, designs, documents, samples, and other items that the Contractor must provide under this Contract apart from the Goods.
(f) "Foreground IP" means IP which results from or is generated pursuant to or for the purpose of this Contract.

(g) “Goods” means all goods, including parts or units thereof, which the Contractor is required to supply under this Contract.

(h) “IP” or “Intellectual Property” means intellectual property and shall include but not be limited to patents, copyright, and industrial design.

(i) "Party" means either SIFMA or the Contractor and ‘Parties” means both SIFMA and the Contractor.

(j) "Services” means all the works and services which the Contractor is required to perform under this Contract.

1.2 Words denoting the singular include the plural and vice versa.

1.3 Words denoting one gender include both genders.

1.4 Words denoting natural persons include corporations, firms, and unincorporated associations and vice versa.

1.5 References to statutory provisions include a reference to any amendment, consolidation, or re-enactment, whether by the same name or otherwise, for the time being in force.

1.6 The headings are for convenience only and not for the purpose of interpretation.

2 SCOPE OF CONTRACT AND CONTRACT PERIOD

2.1 The Contractor shall perform the Services and complete the supply of all items of Goods in accordance with the terms of this Contract.

2.2 The Contractor shall be an independent contractor and shall not be an agent, partner, or employee of SIFMA. For the avoidance of doubt, the Contractor is not authorized to enter into any contracts on behalf of SIFMA.

2.3 This Contract:
(a) shall come into force and commence on the date the Contractor received the Letter of Acceptance and/or Purchase Order; provided that the Goods and Services may be required from or on other dates as may otherwise be set out in the Requirement Specifications or in the Letter of Acceptance and/or Purchase Order;

(b) shall, unless terminated, expire after the complete performance of all Services and the complete supply of all Goods required (including any maintenance or warranty period) or at the end of any contract period expressly stated in the Requirement Specifications; and

(c) may be extended by SIFMA. The Contractor grants SIFMA the option to extend the contract period at SIFMA’s discretion. The option to extend shall be exercised by giving written notice of at least 1 month before the expiry of the current contract period.

2.4 The Contractor shall do all things which are necessary or reasonably to be inferred from the Contract even if not specifically set out in the Contract.

2.5 The Contractor acknowledges that it is fully aware and anticipates that some details of the Requirement Specifications may have to be clarified during the performance of this Contract. In this context:

(a) SIFMA reserves the right to issue written clarifications on the Requirement Specifications to set out SIFMA’s requirements more precisely and such written clarifications shall be deemed to be part of this Contract. These clarifications shall include the need to delay the completion or progress of the whole or any part of the Services or delay the delivery dates of some or all the Goods.

(b) the Contractor confirms that this has been fully anticipated when the Tender Offer was submitted and has been considered in the Contract Price. For the avoidance of doubt, the Contractor shall have no claim to any compensation or damages regardless of the nature of the clarifications issued.

3 PERFORMANCE

3.1 The Contractor shall provide the Goods and Services with all reasonable care, skill, and diligence.
3.2 All Goods supplied under this Contract shall be new and unused or made of new and unused materials, unless there is agreement in writing to the contrary.

3.3 Time shall be of the essence in this Contract and the Contractor shall perform the Services and supply the Goods within any timelines/deadlines set out in this Contract or as otherwise agreed in writing between the Parties.

3.4 The Contractor shall work closely and collaboratively, at no extra charge, with such other contractors as SIFMA may appoint in relation to the exhibition, event, activity, or project that this Contract relates to.

3.5 Upon the receipt of any Deliverables or Goods, such Deliverables or Goods shall be:

(a) accepted or rejected by SIFMA through a written notice in a form that may be prescribed by SIFMA in writing; or

(b) deemed to have been accepted by SIFMA if no written notice to either accept or reject the same is issued within 14 days of receipt of the Deliverables or Goods concerned.

3.6 The Contractor shall at its own costs and without prejudice to the timelines/deadlines to be met under this Contract:

(a) re-perform or correct any deficiencies in the Deliverables that are rejected; and

(b) remove and replace Goods that are damaged, defective or in any way inferior to approved samples or is otherwise not in accordance with this Contract.

3.7 Where the Contract is awarded based on particular brand(s)/model(s) of Goods as set out in the Tender Offer or as provided as samples (during the Tender process or under this Contract), the particular brand(s)/model(s) must be supplied. Provided that different brand(s)/model(s) may be accepted by SIFMA in writing to replace the particular brand(s)/model(s) if:

(a) the particular brand(s)/model(s) is discontinued by the manufacturer and written documentation of this is provided to SIFMA’s satisfaction; and

(b) the replacement brand(s)/model(s) provide the same or better functionality and performance as the particular brand(s)/model(s).
4 PAYMENT

4.1 Tenderers are invited to submit their own payment milestones that adhere to the following criteria:

(a) there will be no advance payments.
(b) payment must be linked to clearly demonstrated progress.
(c) tenderers are requested to include their proposed payment milestone in the price schedule.

4.2 Payments made to the Contractor shall not:

(a) be considered evidence of the quality of any Goods or Services to which such payments relate.
(b) prejudice any of SIFMA’s rights under this Contract to reject deficient Goods or Services and the corresponding rights to obtain replacement of Goods or re-performance of Services either by the Contractor or otherwise.

4.3 The amount of any payment due from or debt owed by the Contractor to SIFMA under this Contract may be deducted by SIFMA from any monies payable by SIFMA to the Contractor under this Contract.

4.4 SIFMA shall not have to pay for any expenses or costs of whatever nature other than those expressly set out under this Contract.

4.5 Unless otherwise agreed in writing by SIFMA, payment shall be made by cheque or electronic bank transfer. The Contractor shall provide SIFMA with all bank account information reasonably required by SIFMA in order to effect such payment. Each Party shall bear their own bank charges.

5 RIGHTS OF THIRD PARTIES

5.1 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.

6 GIFTS, INDUCEMENTS OR REWARDS
6.1 SIFMA may terminate this Contract and to 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 this Contract with SIFMA or for showing or forbearing to show favor to any person in relation to any contract with SIFMA, 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).

7  DELAY IN PERFORMANCE

7.1 If there is delay in the performance of the Services or the supply of Goods due to any acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond the Contractor’s control, then in any such case the Contractor shall, for the duration of any such circumstances, be relieved of the obligation to perform the Services or supply the Goods thereby affected. Any part of the Services or Goods that are not so affected shall continue to be performed in accordance with this Contract.

7.2 Subject to Sub-Clause 7.1, if the Contractor fails to complete the performance of Services or supply of Goods by the date(s) specified in this Contract, SIFMA shall have the right:

(a) to cancel all or any part of such Services or Goods from this Contract without compensation to the Contractor and to obtain the same (including similar or equivalent goods and services in the case where the exact goods and services are not available) from other sources and all increased costs incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or

(b) to deduct any moneys due or to become due to the Contractor or require the Contractor to pay a sum calculated at the rate of 0.5% of the Contract Price for each day of delay (including Sundays and Public Holidays), as liquidated damages until the delayed Services or Goods are fully performed or supplied; up to a maximum amount of liquidated damages equivalent to 10% of the Contract Price. This maximum amount is based on the aggregate of all liquidated damages imposed for all cases of delay during the entire period of this Contract and is not the maximum sum for each individual case of delay.
7.3 For the avoidance of doubt, if SIFMA opts to impose liquidated damage under Sub-Clause 7.2(b) and regardless of whether the maximum amount of liquidated damages has been reached, SIFMA shall still be entitled to exercise:

(a) its rights under Sub-Clause 7.2(a); provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under Sub-Clause 7.2 (a); and

(b) any rights to terminate this Contract, provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under the clauses allowing for termination.

8 SUB-CONTRACTING AND ASSIGNING

8.1 The Contractor shall not sub-contract or assign the whole or any part of this Contract without the written consent of SIFMA. The Contractor shall be fully responsible for all acts or omissions of any sub-contractors or assignees and the acts or omissions of any such third parties shall be deemed to be the acts or omissions of the Contractor.

9 APPLICABLE LAW

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

10 DISPUTE RESOLUTION

10.1 The Parties submit to the non-exclusive jurisdiction of the Courts of Singapore.

10.2 In the event of any dispute, controversy or claim arising out of or relating to this Contract, no Party shall proceed to litigation unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

10.3 A Party that receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Sub-Clause 10.2.

10.4 For the avoidance of doubt, failure to comply with Sub-Clauses 10.2 or 10.3 shall be a breach of contract.
11 SUSPENSION OR TERMINATION

11.1 SIFMA shall, after giving 7 days written notice to the Contractor, have the right to suspend or terminate this Contract if SIFMA 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 nor shall termination save that SIFMA pay the Contractor the price of the Goods or Services that have been performed and accepted by SIFMA. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by SIFMA to the Contractor by reason of this Clause 11.

11.2 In addition to any other rights to terminate this Contract or any rights to cancel parts of the Services under this Contract, SIFMA shall have the unilateral right to terminate this Contract without assigning any reasons whatsoever by giving the Contractor 30 days’ written notice. For the avoidance of doubt, the Contractor shall not be entitled to any compensation or damages whatsoever in relation to such a termination. The Contractor shall only be entitled to payment for any Services provided and accepted up to the end of the 30 days’ notice period.

12 RIGHTS OF SIFMA IN THE EVENT OF DEFAULT BY THE CONTRACTOR

12.1 If any declaration or submission made by the Contractor in its Tender Offer is discovered to be false, SIFMA shall be entitled to rescind and terminate this Contract or cancel any part of the Goods or Services by written notice without SIFMA being liable for any damages or compensation. The termination or cancellation shall take effect from the date of the written notice.

12.2 If the Contractor is in breach or defaults in his performance of this Contract, SIFMA may issue a written notice of breach or default to the Contractor. The Contractor shall, within 7 days of the date of the notice of breach or default, remedy the breach or default or otherwise propose a solution that is accepted by SIFMA in writing.

12.3 If the Contractor fails to remedy the default or otherwise propose an acceptable solution under Sub-Clause 12.2, the Contractor shall be taken to have repudiated the Contract and SIFMA shall have the right to terminate the Contract or cancel any part of the Goods or Services by way of a written notice of termination or cancellation as the case may be.
The termination or cancellation shall take effect from the date of the written notice and SIFMA shall not be liable to the Contractor for any damages or compensation.

12.4 SIFMA shall be entitled to terminate this Contract or cancel any part of the Goods or Services by written notice without SIFMA being liable for any damages or compensation if:

(a) any proceedings are commenced for the liquidation, dissolution or bankruptcy of the Contractor and the same not discharged or discontinued within 14 days of its commencement, or if the other Contractor becomes bankrupt or goes into liquidation either voluntarily or compulsorily except for the bona fide purpose of amalgamation, merger or re-construction;

(b) the Contractor compounds with any of its creditors or has a receiver appointed in respect of the whole or any part of its assets;

(c) a writ of distress or execution or other process of any court is levied or issued against any property of the Contractor and is not withdrawn within 14 days of its commencement; or

(d) the Contractor ceases or threatens to cease to carry on business except for the bona fide purpose of amalgamation, merger, or reconstruction.

The termination or cancellation shall take effect from the date of the written notice.

12.5 If there is any termination of this Contract or cancellation of Goods or Services under this Clause 12, SIFMA shall have the right to purchase, from other sources, the Goods and Services (including similar or equivalent goods and services in the case where the exact goods and services are not available) that have not yet been performed or supplied at the time of termination or cancellation. All increased costs incurred by SIFMA in purchasing the Goods or Services or similar or equivalent goods or services from other sources shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages.

13 VARIATION OF CONTRACT

13.1 No attempts to vary this Contract shall have any force unless made in writing and executed by the Contractor and the authorized contract signatory of SIFMA.

14 TAXES, FEES AND DUTIES
14.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments, and other taxes payable by the Contractor or its employees. If SIFMA receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees, or to withhold payments from the Contractor in order that SIFMA may subsequently so pay, any of the said taxes, fees, duties, fines, levies and assessments, the Contractor authorizes SIFMA to comply with the terms of the said request.

14.2 If the Contractor is a taxable person under the Singapore Goods and Services Tax Act, SIFMA shall pay to the Contractor the Goods and Services Tax chargeable on the supply of Goods and Services to SIFMA.

14.3 The Contractor shall submit a copy of the Certification of Registration for Goods and Service Tax if requested to do so by SIFMA in writing.

15 GOVERNMENT REGULATIONS

15.1 The Contractor shall, at its own costs, obtain and maintain all licenses, permits, authorizations or certifications required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

16 INDEMNIFICATION

16.1 In the event of SIFMA being held liable for damages arising out of any claim by any agent, workman or employee of the Contractor or any sub-contractors or suppliers of the Contractor, pursuant to the performance of this Contract, the Contractor shall indemnify SIFMA against such claim and any related costs, charges and expenses incurred by SIFMA; provided that the same is not caused by the gross negligence or willful default of SIFMA.

17 CONTRACTOR'S PERSONNEL

17.1 The Contractor shall replace its personnel (inclusive of the personnel of any subcontractors or agents) within 5 days from the date of written notice from SIFMA that the said personnel are either:
(a) technically incompetent in carrying out the Services or the work to be done to supply the Goods; or
(b) behaving in a manner that is found to be unacceptable and which affects the proper completion of the Services or supply of the Goods.

What amounts to technical incompetence or unacceptable behavior for the purposes of this Sub-Clause 17.1 shall be determined at the sole discretion of SIFMA.

17.2 The Contractor shall ensure that:

(a) there is compliance by the Contractor and its employees, subcontractors and agents with all the rules and regulations of SIFMA’s buildings and premises or the buildings and premises belonging to third parties where Services have to be performed or Goods have to be delivered (collectively “the Sites”);
(b) the performance of Services or delivery of Goods at the Sites do not cause any disruption or interference to the normal business or activities carried out by SIFMA or third parties (as the case may be) at the Sites; and
(c) there is compliance by the Contractor and its employees, subcontractors and agents with all reasonable directions or instructions of SIFMA or third-party supervisors or managers at the Sites.

17.3 If the Contractor’s Tender Offer states that Services or parts of Services are to be performed by specific personnel, such Services must be performed by the personnel concerned; and such personnel must not be replaced unless the written consent of SIFMA is given. The Contractor shall ensure that any replacement personnel have comparable skills and experience as the personnel being replaced such that there is no adverse effect on the progress or quality of the Services.

18 SIFMA LICENSE OF INTELLECTUAL PROPERTY

18.1 Nothing in this Contract shall affect any person’s right to own or license Background IP.

18.2 SIFMA agrees that all rights, title to or interest in, all Foreground IP created by the Contractor shall vest in the Contractor.

18.3 In consideration of SIFMA agreeing to the vesting of the Foreground IP in the Contractor, the Contractor shall obtain for and grant to SIFMA and its agents, free of any additional
charge, an irrevocable, worldwide, perpetual, non-exclusive license, to use, modify and reproduce all Foreground IP which is or becomes vested in the Contractor so as to:

(a) use, repair, maintain, refurbish, reproduce, modify, adapt, integrate or develop any Goods and to do anything necessary or incidental for these purposes;
(b) use, reproduce, or adapt any Deliverables and Goods under this Contract; and
(c) complete the performance of Services or delivery of Goods under this Contract in the event of termination or cancellation of any part this Contract as a result of the Contractor’s breach or default.

18.4 The Contractor shall obtain for and grant to SIFMA and its agent, free of any additional charge, a worldwide, perpetual, non-exclusive license, to use all Background IP owned by or licensed to the Contractor, its employee, subcontractor, supplier or agent.

18.5 For the avoidance of doubt, Sub-Clause 18.2 does not, vest in the Contractor, any IP in any results, report, data or information generated or produced by the Contractor, SIFMA or another person on behalf of SIFMA as a result of this Contract. The title to all IP in any such results, report, data, or information so generated or produced as a result of this Contract shall be owned by SIFMA.

18.6 If the Contractor, its employee, subcontractor, supplier or agent intends to sell or transfer their Background IP or Foreground IP, the Contractor shall ensure that the purchaser of the Background IP or Foreground IP and every successor in title to the interest in the Background IP or Foreground IP has prior written notice of the license that the Contractor, its employee, subcontractor, supplier or agent has granted to SIFMA.

18.7 If any license granted or obtained for Foreground IP or Background IP under Sub-Clauses 18.3 or 18.4 is registrable under any IP registration system in Singapore, the Contractor shall:

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

18.8 The Contractor shall indemnify SIFMA against any action, claim, damages, charges and costs arising from or incurred by SIFMA due to any infringement or alleged infringement
of patents, design, copyright or any other IP rights in relation to the use of Foreground IP or Background IP or otherwise in relation to the Goods or Services under this Contract.

19 CONFIDENTIALITY

19.1 Except with the written consent of SIFMA, the Contractor shall not disclose this Contract or any of its provisions, or any purchases made under this Contract or any information issued or furnished by or on behalf of SIFMA in connection with this Contract to any person.

19.2 In addition, the Contractor shall not make use of any information obtained directly or indirectly from SIFMA 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 SIFMA.

19.3 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 SIFMA. For the avoidance of doubt, this restriction includes any citation that SIFMA is or was a customer of the Contractor.

20 SIFMA’S REPRESENTATIVE

20.1 SIFMA shall appoint one or more persons to supervise and liaise with the Contractor for the purposes of this Contract. The Representative(s) shall be as named in the Requirement Specifications or otherwise through written notifications.

20.2 All instructions, directions, notices, consents, approvals, or waivers that may be given at SIFMA’s discretion under this Contract shall not be binding on SIFMA unless given in writing or under the hand of the Representative(s).

20.3 For the avoidance of doubt, the Representative(s) cannot vary this Contract unless the Representative(s) concerned are also authorized contract signatories as required under Clause 13.
21 PROJECT MANAGEMENT

21.1 Project Office
The Project Office is to coordinate the performance of this Contract and serve as the common service location for SIFMA to contact for the provision of all the Goods or Services.

21.2 Project Manager
(a) the Contractor shall designate a Project Manager and the Project Manager shall be primarily responsible for directing and coordinating all the Contractor's obligations under this Contract. The Project Manager shall be deemed to be the Contractor's agent in all dealings with SIFMA and all actions of the Project Manager shall be binding on the Contractor.

(b) the Representative(s) shall have direct access to the Project Manager at all times during the performance of this Contract and if the Project Manager is absent from Singapore for any duration, the Contractor shall designate another employee to perform his duties and functions.

(c) if required under the Requirement Specifications or otherwise agreed in writing by SIFMA, more than one Project Manager shall be designated.

21.3 Implementation Plan

Unless otherwise agreed by SIFMA in writing:

(a) within 7 days from the date of the Letter of Acceptance and/or Purchase Order (or each Purchase Order if this is a period contract), the Contractor shall produce a Final Implementation Plan showing the time schedule and sequence of events necessary for the provision of the Goods or Services.

(b) the Final Implementation Plan shall be not be acceptable unless it meets the timelines and/or stipulated completion dates set out in the Requirement Specifications (and the Purchase Order concerned if this is a period contract).

21.4 Progress Reports & Meetings

(a) the Representative(s) shall have the right to regular written reports on progress and status of completion of the Services and delivery of the Goods in a format approved in writing by the Representative(s). The Representative(s) may, at the
Representative’s sole discretion, request for such reports in monthly, fortnightly, or weekly intervals; and may change the intervals from time to time. The submission and receipt of these reports shall not in any way prejudice the rights of SIFMA to make any claims against the Contractor if the terms of this Contract are not met.

(b) the Representative(s) shall have the right to call for progress meetings from time to time and/or on regular weekly or other intervals as determined by the Representative(s). During such meetings, the Project Manager shall attend and report to the Representative(s) on the completion of the Services and delivery of the Goods. The progress meetings shall be held at venues chosen by the Representative(s).

(c) the Contractor shall notify the Representative(s) of any expected delay in the performance of this Contract. The Consultant shall refer immediately to the Representative(s) any matter likely to impede the provision of the Goods or Services, provided that such notices shall not excuse the Contractor from meeting its obligations under this Contract.

22 CUMULATIVE REMEDIES

22.1 The provisions of this Contract, and each of the rights and remedies of SIFMA under this Contract are cumulative and are without prejudice to one another and are in addition to any rights or remedies SIFMA may have in law or in equity. No exercise by SIFMA of any one right or remedy shall operate to hinder or prevent the exercise by it of any other right or remedy.

23 WAIVERS

23.1 No waiver of any breach of a provision of this Contract shall be deemed to be a waiver by SIFMA of any other provision or of any subsequent breach of the same provision. The failure of SIFMA to immediately enforce any of the provisions of this Contract shall in no way be interpreted as a waiver of such provision and waivers shall be binding on SIFMA only if done in writing.

24 WARRANTY
24.1 The System Warranty Period shall commence on the System Acceptance Date at the end of the Performance Guarantee Period and shall last for twelve (12) calendar months or such longer period as may be proposed by the Contractor.

24.2 Where during the System Warranty Period, the System or any part thereof is found to be:

(a) defective in either design, materials, or workmanship; or
(b) not in accordance with the Contract; 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 set forth in the Contract or any additional requirements which may be mutually agreed between SIFMA and the Contractor; then, unless it is shown that the foregoing is caused solely by improper use or mishandling on the part of SIFMA, the Contractor shall, at its own expense (including but not limited to transportation costs, air freight charges, costs of testing, manufacturing and examination), upon notification from SIFMA, replace or completely repair the defective parts of the System or otherwise completely rectify the defects.

24.3 During the System Warranty Period, the Contractor shall respond to the foregoing notification within the agreed response time and render the System fully operational within the agreed turn-around-time time.

24.4 If the Contractor fails to render the System fully operational within the agreed time frame, SIFMA may remedy the defects itself, whether by engaging a contractor to repair the defects or by purchasing the defective parts of the System from other sources or by such other means as may be necessary to render the System fully operational, and all costs incurred by SIFMA in this regard shall be borne by the Contractor.

24.5 For the purpose of Clause 24.2 above, the phrase "improper use or mishandling on the part of SIFMA" shall include unapproved modifications to the System by SIFMA. In this Clause, the phrase "unapproved modifications to the System by SIFMA" means modifications made to the System by SIFMA without the approval of the Contractor but does not include:

(a) modifications made in accordance with or pursuant to documentation provided by the Contractor;
(b) modifications to the System enable it to meet the Requirement Specifications or such additional requirements as may be agreed between SIFMA and the Contractor;

(c) configuration of the System;

(d) installation of approved software into the System; or

(e) installation of software or types of software which the System is intended to work with.

24.6 For the avoidance of doubt, SIFMA’s rights and remedies under this Clause are independent of; and without prejudice to any other rights and remedies of SIFMA.

25 PERFORMANCE GUARANTEE PERIOD

25.1 In this clause the following expressions shall have the meanings hereby assigned to them:

"Scheduled Operation Time" means the scheduled operating hours of the System which will be from 8:00am to 6:00pm from Monday to Saturday with Sundays and Public Holidays excepted.

"Standard of Performance" means the level of performance achieved by the System when it is operating in conformity with the Requirement Specifications.

"System Availability Level" shall be determined according to the following formula:

\[
\text{System availability} = \frac{\text{Scheduled Operation Time} - \text{System Downtime}}{\text{Scheduled Operation Time}} \times 100\%.
\]

"System Downtime" means the accumulated time during which the System is not performing in accordance with the Standard of Performance due to product failure measured from the time the Contractor is informed by phone of the product failure to the time when the System is returned to proper operation.

"Working day" means every day except for Sundays and Public Holidays.

25.2 The Performance Guarantee Period shall commence on the Commissioning Date and continue for a period of seventy-two (72) working days.
25.3 The System shall have successfully completed the Performance Guarantee Period if the System meets the Standard of Performance with a System Availability Level of not less than ninety-nine per cent (99%) for each calendar month or part thereof during the period of seventy-two (72) working days.

25.4 In the event that the System fails to meet the requirements under Clause 25.3 the Performance Guarantee Period shall continue from day to day until the System has met the Standard of Performance with a System Availability Level of not less than ninety-nine per cent (99%) over a period of twenty-six (26) consecutive working days which period shall not begin earlier than fifty-four (54) working days from the Commissioning Date.

25.5 SIFMA shall maintain daily records to monitor and determine the successful completion of the Performance Guarantee Period.

25.6 Once the System has successfully completed the Performance Guarantee Period either in accordance with Clause 25.3 or Clause 25.4 SIFMA shall forthwith issue a written notice to the Contractor accepting the System. The date of the notice or the date when such notice should be issued as determined from the records kept (if different from the date of the notice) shall be the Acceptance Date.

25.7 During the Performance Guarantee Period, the Contractor shall at all times and under all conditions be entirely responsible for the functioning of the System in accordance with the Requirement Specifications, and for the compliance of such additional requirements as may be mutually agreed upon between SIFMA and the Contractor at no additional cost to SIFMA.

25.8 The Contractor shall remedy and make good at no cost to SIFMA all defects, deficiencies, failures or damage to the System or any part thereof arising at any time prior to the commencement of the System Warranty Period. For avoidance of doubt, defects shall include and are not limited to defective design, materials, workmanship, incorrect operating or maintenance instructions given by the Contractor in writing, and any damage to the Software or operational data. The Contractor shall commence corrective action within three (3) calendar days of receiving notice of such defect, deficiency, failure or damage to the System or part thereof from SIFMA. The Contractor shall furnish SIFMA with a report to explain the defects and to advise on the corrective action taken within three (3) calendar days after the defects have been rectified.
26 **TITLE AND RISK**

26.1 Title to the Goods shall pass from the Contractor to SIFMA upon receipt by SIFMA in Singapore.

26.2 The risk of loss or damage to the Goods shall pass from the Contractor to SIFMA upon receipt by SIFMA in Singapore. Provided that risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are received by the Contractor for the purpose of modification, replacement, repair or rectification until the same are delivered and received by SIFMA.

27 **SEVERABILITY**

27.1 The invalidity, illegality, or unenforceability of any of the provisions of this Contract shall not affect the validity, legality, and enforceability of the remaining provisions of this Contract.

28 **RETURN OF DOCUMENTS AND OTHER ITEMS**

28.1 Within 14 days of the termination or expiry of this Contract, the Contractor shall return all records/documents and copies of the same; and all items under the Contractor’s possession which:

(a) belong to SIFMA;
(b) were received from SIFMA; or
(c) were produced pursuant to this Contract.

In the case of softcopies, such records/documents shall be emailed to SIFMA’s Representative or copied to a USB thumb drive the same are provided by SIFMA and any copies stored in the computer or other storage equipment or media used by the Contractor shall be securely deleted or erased.
Section E: PRESCRIBED FORMS

E1: FORM OF TENDER

To: Singapore International Facility Management Association (SIFMA)  
Name(s) of Tenderer(s):¹

201, Kim Tian Road #03-400  
Address: Singapore 160201

Attn:

TENDER NO: SIFMA/ITT/2020/001

1  We, ____________________________________________________________________________________________² (Company Name(s) in Block Letters) hereby offer and undertake on the acceptance of this Tender Offer to supply the goods and/or services required under this Invitation to Tender.

2  Our Tender Offer is fully consistent with and does not contradict or derogate from anything in the Instructions to Tenderer and/or the Conditions of Contract or downgrade anything in your Requirement Specifications. You are entitled to disqualify our Tender Offer if it is inconsistent with or contradicts or derogates from anything in the Instructions to Tenderer and/or Conditions of Contract or downgrades anything in the Requirement Specifications.

3  We declare that all the information provided in this Tender Offer (including in the Prescribed Forms) are correct and true.

4  We undertake that we shall, if required by you, execute a formal agreement with you. If no formal agreement is executed, this Tender Offer together with your Letter of Acceptance and/or Purchase Order shall constitute a binding contract between us on the terms of the Contract as defined in the Conditions of Contract.

5  OUR TENDER OFFER IS VALID FOR 3 CALENDAR MONTHS FROM THE CLOSING DATE OF THIS TENDER.

6  We agree that as and when requested by you, we shall extend the validity of this Tender Offer for one or more periods not exceeding in total 1 calendar month.

¹ If the Tender offer is submitted by a consortium, each member of the consortium shall be named.
² If the Tender offer is submitted by a consortium, the Lead Member of the consortium shall submit the Tender on offer on behalf of the consortium members. Documentary proof must be provided that the Lead Member is authorized by all members of the consortium to submit, sign the Tender offer, receive instruction, give any information, and accept any contract and act for and on behalf of all the members of the consortium. For example, paragraph 1 in this Form of Tender should read “We, (Name of Lead Member), acting for and on behalf of (Name of 1st Member), (Name of 2nd Member) and (etc. – List out Names of remaining Members) ….”
Our Contract Price (exclusive of GST) for the goods and/or services to be supplied by us is SGD ___________ (Singapore dollars__________________________). 

An itemized breakdown of the Contract Price for the goods and/or services is given in the priced schedule attached.

We further undertake to give you any further information, which you may require.

We warrant, represent and declare that we are duly authorized to submit, sign this Tender Offer, receive instruction, give any information, accept any contract and act for and on behalf of ______________________ 3 (Insert Name of Firm, company or consortium).

Dated this ______ day of _____________________, 2020.

Tenderer’s (as *Principal/Agent) Tenderer’s official
Company or Business Registration No.4: Stamp4:

Authorized Signature4
Name:
Designation:

(*Delete whichever is not applicable)

NOTICE: This Form of Tender duly completed MUST accompany every Tender Offer. Any change to its wordings may render the Tender Offer liable to DISQUALIFICATION.

3 If the Tender offer is submitted by a consortium, the Tender offer shall be submitted by the Lead Member on behalf of all members of the consortium. Each member of the consortium shall be listed. For example, “… for and on behalf of (Name of 1st Member), (Name of 2nd Member) and (etc. – List out Names of remaining Members) …”.

4 The Lead Member’s registration number, official stamp and authorized signature must be provided.
E2. SCHEDULE OF PERSONS EMPOWERED TO ACT

The following persons are empowered to sign contract documents and act on the company’s behalf:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position Held</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

E3. GST STATUS

We are / are not * a taxable person under the Goods and Services Act. (* delete as appropriate)

Our GST registration number is ____________________.

E4. LIST OF RELEVANT TRACK RECORD IN THE LAST 5 YEARS

<table>
<thead>
<tr>
<th>Client Name / Contract No. / Name of Project</th>
<th>Contract Sum</th>
<th>Contract Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>From</td>
</tr>
</tbody>
</table>

Please use separate sheet/s if the space is insufficient.
## E5. PRICE BREAKDOWN

### Schedule of Rates based on Section B: Requirement Specifications

<table>
<thead>
<tr>
<th>S/No</th>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity</th>
<th>PRICE (S$) excluding GST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Set-up and Implementation</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>(a) Requirements Study, Design, Development, Training, UAT, Data Migration &amp; Implementation.</td>
<td>Lump Sum</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Any other items required but not listed above (please state):</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub-Total for Item 1**

<table>
<thead>
<tr>
<th>S/No</th>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity</th>
<th>PRICE (S$) excluding GST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Recurring Fees</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>(a) Local Support and Maintenance From Monday to Friday, 8am to 6pm.</td>
<td>Per Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Hosting Fees including Transport Layer Security (TLS) and protection against OWASP Top 10 and Distributed Denial of Services attacks.</td>
<td>Per Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(c) Any other items required but not listed above (please state):</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub-Total for Item 2**

**GRAND TOTAL (Sub-Total for Item 1 and Item 2)**
## Schedule of Rates for Optional Items

<table>
<thead>
<tr>
<th>S/No</th>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity</th>
<th>PRICE (S$) excluding GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Setup, integration, and implementation of Finance &amp; Accounting system.</td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>Finance &amp; Accounting system annual subscription fees.</td>
<td>Per User/Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td>Finance &amp; Accounting system annual support and maintenance fees.</td>
<td>Per Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>From Monday to Friday, 8am to 6pm.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td>Setup, integration, and implementation of HR &amp; Payroll System.</td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e)</td>
<td>HR System &amp; Payroll System annual subscription fee.</td>
<td>Per User/Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(f)</td>
<td>HR System &amp; Payroll System annual support and maintenance fee.</td>
<td>Per Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>From Monday to Friday, 8am to 6pm.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>(g)</td>
<td>Setup, integration, and implementation of Chatbot.</td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(h)</td>
<td>Chatbot annual support and maintenance fee.</td>
<td>Per Year</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>From Monday to Friday, 8am to 6pm.</td>
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</tr>
<tr>
<td>(i)</td>
<td>Hosting Fees for Staging Environment.</td>
<td>Per Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(j)</td>
<td>Any other items required but not listed above (please state):</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Schedule of Rates for Additional Works

<table>
<thead>
<tr>
<th>S/No</th>
<th>Description</th>
<th>Unit Rate</th>
<th>Quantity</th>
<th>PRICE (S$) excluding GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Provision of developers, engineers for unanticipated or additional works after system has gone live.</td>
<td>Per Man Day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>Add or edit of templates after system has gone live.</td>
<td>Per Form</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td>Flat file integration to other system.</td>
<td>Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td>Additional storage capacity.</td>
<td>Per GB Per Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e)</td>
<td>24 x 7 local support for users of the system</td>
<td>Per Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(f)</td>
<td>Any other items required but not listed above (please state):</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
E6. COMPLIANCE TABLE

The Tenderer shall fill in the Table of Compliance with the following responses to all the clauses in Section B: Requirement Specifications:

<table>
<thead>
<tr>
<th>Legend</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>“C” for Compliant</td>
<td>When the System and/or Works meet all requirements without any customization/ modification. The Tenderer 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 that will vary the meaning of full compliance will be ignored.</td>
</tr>
<tr>
<td>“NC” for Non-Compliant</td>
<td>When the System and/or Works do not comply with the requirements at all.</td>
</tr>
<tr>
<td>“PC” for Partial-Compliant</td>
<td>When the System and/or Works only comply Partially with the requirements. The Tenderer must state unequivocally the extent of the compliance with references to accompanying literature. The possibility of ensuring full compliance through modification/ customization shall be clearly specified and highlighted by the Tenderer in this Table of Compliance. Impact on proposed cost as well as delivery schedule arising from such modification/ customization shall be given.</td>
</tr>
<tr>
<td>“V” for Variation</td>
<td>When the System and/or Works do not comply with the requirements but meet other requirements which ensure higher quality than the Client’s specifications. The Tenderer shall provide details and references of accompanying literature to substantiate the response.</td>
</tr>
</tbody>
</table>
Sample Compliance Table for Section B: Requirement Specifications

<table>
<thead>
<tr>
<th>Clause</th>
<th>Compliance: C / NC / PC / V</th>
<th>Justification / Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>