

Singapore Cancer Society's Race Against Cancer 2017

RFP Number: SCS-CP-001-17

RFP Posting Date: 29 March 2017



Introduction:

The Singapore Cancer Society (SCS) was established in 1964, registered as a charity in 1984, and was accorded IPC (Institution of a Public Character) status as a charity in 1995 by the Ministry of Health. SCS is a community-based voluntary welfare organisation dedicated to minimising the impact of cancer through public education, screening, patient services, financial assistance, research and advocacy. Being self-funded, the Society is dependent on public donations to provide quality services to cancer patients, their families and members of the public.

SCS invites your proposal for the following items:

Request For Proposal (RFP) for the event management of Race Against Cancer 2017 (RAC 2017), to be held on 30 July 2017. RAC is a SCS' annual flagship charity event aimed at rallying the community together in the fight against cancer, as well as to raise funds for the various programmes and services, including cancer treatment subsidy, hospice home care, welfare assistance for needy patients, cancer rehabilitation programmes, and Help the Children and Youth Programme.

Event Details:

Date: 30 July 2017
Time: 7AM – 10AM
Categories: 5KM Fun Run
10KM and 15KM Competitive
10KM Team Challenge
Audience Size: 7,500 runners
Venue: East Coast Park, Angsana Green

RFP Description

This RFP shall call for participating vendors to propose the cost for the relevant items required for to organize, set up and execute the charity event. Tenderers shall be experienced in organizing large scale race and charity events, and would ensure that the event would be a positive experience for all, enhancing and building the Race Against Cancer brand. Please refer to Annex A for specifics.

Compulsory signing of Confidentiality Undertaking

Tenderers are to download the attachment "Confidentiality Undertaking" form, sign it and hand it in person to Singapore Cancer Society during the collection of RFP Document.

The Confidentiality Undertaking is to be duly signed by an authorized signatory from the Tenderers. Two authorized signatories (Principal and Witness) are required.

Evaluation Criteria

SCS would evaluate the Tenderers' proposal based on the following criteria:

- 1) Solution Fit: ability to meet tender specifications with value added suggestions to enhance race experience.

- 2) Total cost of staging the race, understanding the needs and sensitivity in working with a charity
- 3) Tenderer's ability to deliver: team resources, project management capability, implementation timeline, project approach
- 4) Tenderer's credentials: track record, credentials, experience in working with a charity / handling a charity race.
- 5) Other Value Added ideas that will enhance the race experience at minimal costs.

Tender Price

The Tenderer shall quote in Singapore Dollars in their offer for the items in their proposal. GST should be indicated separately.

The Tenderer shall propose a payment milestone for the approval of the SCS management team.

Validity of Offers

Proposals shall remain valid for acceptance for three (3) months after the closing date of this RFP (the "Validity Period").

The Validity Period may be extended by SCS by period or periods not exceeding in total two (2) calendar months.

Withdrawal of Proposal

No Tenderer may withdraw its proposal after the RFP closing date.

Ownership of Proposal

All documents submitted by the Participating Vendor in response to the RFP shall become the property of SCS. However, intellectual property in the information contained in the Proposal shall remain vested in the relevant Participating Vendor. This clause is without prejudice to any provisions to the contrary in any subsequent contract between the successful Tenderer and SCS.

Clarifications

In the event that SCS seeks clarification upon any aspect of a Tenderer's Proposal, such Tenderer shall provide full and comprehensive response as soon as possible, and in any event, within two (2) days of notification.

Shortlist and Revisions

SCS reserves the right to shortlist one or more Participating Vendors. The SCS may also, at any time and from time to time, revise, clarify or supplement this RFP. If the RFP is revised, clarified or supplemented, the SCS may if it deems necessary in its sole discretion, give all Tenderers, or where Tenderers have been shortlisted, all of the shortlisted Tenderers, the opportunity to submit new or amended proposals on the basis of SCS' revised, clarified or supplemented requirements, in accordance with a common dateline. Save as aforesaid, or save otherwise at the request of or with the consent of SCS, no Tenderer may, revise or supplement its Proposal after the RFP closing date.

The proposals received based on the firm and updated requirements shall form the basis of the final tender evaluation. The proposals received in the final round shall be complete and comprehensive, and shall over-ride all proposals previously submitted with SCS.

Acceptance

SCS is not bound to accept the lowest priced or any proposal, and is not bound to assign any reason for not accepting any tender. SCS does not normally enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a RFP.

When accepting a Proposal, SCS may accept the whole or any part of the Proposal and the proposed contract price shall be adjusted in accordance with the schedule of prices set out in the Proposal.

The issue by SCS a letter of acceptance accepting the Proposal or part of the Proposal shall create a binding contract on the part of the successful Tenderer to supply to SCS the matters offered in the Proposal, subject to the terms of the RFP.

SCS reserves the right to accept the offer(s) (or parts thereof) of one or more Tenderer(s) and/or to award different aspects of the RFP to different Tenderers.

Notification

SCS is not obliged to notify Tenderers if their Proposals are unsuccessful.

Language

The Proposal including all data, documents, catalogues etc. must be written in easily comprehensible English Language.

Expenses

In no event will any expense incurred by a Tenderer in the preparation or, submission of its Proposal be borne by SCS. A Tenderer shall indemnify SCS from and against all legal costs and expenses, on a solicitor-and-client basis, incurred in connection with the enforcement of any Proposal submitted by the said Tenderer.

Law

All proposals submitted pursuant to this RFP and the formation of any resulting contract shall be governed by Singapore Law.

Contract Terms and Conditions

All Tenderers hereby acknowledge that they have read and understood the Contract Terms and Conditions set out in Annex B, and each Tenderer hereby agrees with SCS that, if such Tenderer is the successful Tenderer under this RFP, then notwithstanding anything to the contrary, the Contract Terms and Conditions set out in Annex B shall be deemed incorporated into any resultant contract between such Tenderer and the SCS arising from this RFP, and such said Contract Terms and Conditions shall govern and prevail over any inconsistent terms that may be contained in the said successful Tenderer's Proposal.

RFP Document Collection

The RFP document is to be collected from:

Date: 13 - 15 March 2017

Time: 1000HRS – 1700HRS

Venue: **Singapore Cancer Society, 15 Enggor Street #04-01, Realty Centre, Singapore 079716**

For clarification on specification and collection of RFP document, please contact Ms Tan Hui Wen, Executive, Community Partnerships, SCS, at huiwen_tan@singaporecancersociety.org.sg

RFP Closing Date

Participating Vendor are to submit all proposals in 2 hardcopies & 2 editable softcopies in CD by the following date and time to SCS:

Date: **29 March 2017, Wednesday**

Time: **1200HRS**

Venue: **Singapore Cancer Society
15 Enggor Street #04-01, Realty Centre, Singapore 079716**

SCS reserves the right to reject all or any late submissions.

Annex A

Event Management For Race Against Cancer 2017 for 7500 Participants					
S/n	Description	Qty	Uom	Unit Cost	Total Cost
1	Section A - Registration Portal				
	<p>Provision of 3 online registration portal for 7,500 individual, offline and group participants from <u>2 May – 4 August 2017</u> for selection.</p> <p>Registration portal will need to include</p> <ul style="list-style-type: none"> - Integration of payment gateway to collect registration fees / donation / online merchandise sales - Monthly Sweeping of registration fees / donation / online merchandise collections to SCS - Reports customisation including dashboard based on the specific reporting format. - Customised SingTel Registration Portal Module with customised confirmation slip - Able to do group registration for Team Challenge (5 runners and above) - Able to support donation and merchandise sale including inventory listing - Integration of loyalty rates and creation, editing and deleting of promo codes - Able to grant admin access to selected corporate administrator(s) to view their respective organization participants' details - Able to allow individual participants to access their registration details to make changes to their t-shirt selection and contact details till a stipulated date. - Ensure that all security-classified and sensitive information (e.g. credit card details) in the system and during transmission is encrypted. - Able to support in obtaining Personal Data Protection Act information from participants during the registration phase 	7500	ea		
	<p>Develop and maintenance of RAC website / microsite throughout the campaign (<u>2 May – 11 August 2017</u>) in accordance to SCS's corporate guidelines and content provided</p> <ul style="list-style-type: none"> - Able to retrieve confirmation slip - Able to integrate volunteer registration portal - Able to allow runners to retrieve their results after race ends 	1	lot		
	Collection of Registration Fees / Donation / Online Merchandise sales on behalf of SCS from payment gateway	1	Per trans		

	- To provide report on collections and issue payment to SCS on a monthly basis		action		
	Volunteer Registration Page - To provide a link to SCS volunteer registration portal	1	lot		
2	Section B - Technical Supports				
	Tentage				
	Professional Engineering (PE) Certification for all tentage - subjected to Nparks & Govt Agency requirements	1	lot		
	Event Stage Supply of Dome tentage 34ft x 80ft c/w transparent canvas, fans & lights	1	ea		
	VVIP - Singapore Cancer Society Supply of VIP 20ft x 20ft gazebo tentage c/w transparent canvas, fans & lights	1	ea		
	VVIP - SingTel (Red Tent) Supply of VIP 20ft x 20ft gazebo tentage c/w transparent canvas, fans & lights	1	ea		
	Information Tent - Singapore Cancer Society Supply of VIP 20ft x 20ft gazebo tentage c/w transparent canvas, fans & lights	1	ea		
	Sponsors' Tent - 20ft x 20ft Supply of A-tentage c/w transparent canvas, fans & lights	35	ea		
	Medical Tent Supply of medical 20ft x 20ft Gazebo tentage c/w Wooden planking, white-transparent canvas, fans & lights	1	ea		
	Baggage Deposit Supply of baggage 120ft x 20 ft deposit tentage c/w Baggage Shelving, White canvas, fans & lights	1	ea		
	Water Point - Event Site Supply of water point 32ft x 16ft c/w light & fan	1	ea		
	Water Point - Running Route Supply of water point 20ft x 10ft tentages along running route	7	ea		
	Sound Tent Supply of 10ft x 10ft Slope Tent c/w transparent canvas, light & fan	1	ea		
	Athletes Welfare Supply of A Tent 100ft x 60ft tentage c/w side wooden planking, white canvas, lights & fans	1	ea		
	Beneficiary Tent Supply of A Tent 32ft x 40ft tentage c/w white canvas, lights & fans	1	ea		

	Showcase Tent Supply of A Tent 32ft x 80ft tentage c/w white canvas, lights & fans	1	ea		
	Presentation Stage Supply of presentation stage 20ft x 16ft x 3ft stage c/w red carpet , red skirting and 2x staircase with hand railing	1	ea		
	Presentation Stage Backdrop Backing & Canvas Media Supply of 20ft x 12ft backdrop c/w canvas media	1	ea		
	Flag Off Stage Supply of flag-off stage 20ft x 12ft x 3ft c/w red carpet , red skirting, backdrop, backdrop media and 2x staircase with hand railing	1	ea		
	Command Post Supply of Command Post 20ft x 20ft gazebo tentage c/w transparent canvas, fans & lights	1	ea		
	Ramp Staircase & Walkway @ Start Point Supply of walkway 30ft x 8ft + 16ft x 16ft ramp + 24ft x 40 walkway with hand railings	1	ea		
	Generator Supply of power generator c/w DB Box & additional diesel top up of 6 hours	2	ea		
	Portaloos Supply of Portaloos at Carnival Site	50	ea		
	Portaloos - Handicapped Supply of Handicapped Portaloos at Carnival Site	2	ea		
	Spot Lights Supply of spot lights within Event Site 1. Start Point 2. Walkway 3. Baggage Deposit 4. Sponsor Booths	8	ea		
	Supply of power points	35	ea		
	Supply of power points C-Form for Sound	2	ea		
	Supply of tables with skirting, tables & chairs	100	lot		
	Supply of tables without skirting	400	ea		
	Supply of white PVC chairs	400	ea		
	Starting Gantry				
	Supply of Plywood Start & End Gantry c/w Professional Engineering (PE) drawing & Approval	1	set		
	Supply of LED timing clocks c/w branding board on all categories @ Start & End Point	6	ea		
	Supply of Prize Podium at Main Stage Area c/w full colour printing, install & dismantle	1	lot		
	Supply of air horns	30	ea		
	Supply of Presentation Cheque	1	ea		

	Demarcation				
	Rental of metal barricades (Inclusive of installation/dismantle with 2-ways transport)	1	lot		
	Rental of reflective cones & 30 Mountain Bicycles (inclusive of installation/dismantle with 2-ways transport)	1	lot		
	Sound System				
	Supply of surround sound system	1	lot		
	Provision of Band Equipment, Guitars, Amp, & Standing Microphone	1	lot		
	Signage & Banners				
	Supply of Barricade Banners	40	ea		
	Supply of Tear Drop Banners	10	ea		
	Supply of Baggage Deposit PVC Banner & Baggage Numbering	1	ea		
	Supply of Sponsor Tent Banner - 8ft x 2ft	37	ea		
	Supply of SingTel Banner covered with wooden framing c/w install & dismantle	2	ea		
	Supply of Photo Board @ REPC & Actual day c/w install & dismantle on both days	1	ea		
	Supply of Site & Route direction signage c/w installation & dismantle (inclusive running route)	1	lot		
	Supply of distance markers c/w installation & dismantle	1	lot		
	Race Expo Setup				
	Logistic Setup inclusive of carpet, q-poles, & tables with skirting, chairs, & power point @ Velocity Novena Square	1	lot		
	Setup of Storage Room c/w 4 sides branding printing. 2 sides will be reuse to Event Site	1	lot		
	Supply of 2 REPC & Networking Solutions - Velocity & SingTel - supply of 15 notebooks & servers	1	Lot		
	Manpower & Transportation of RAC'12 goodie bags from Singapore Cancer Society to REPC Location (2 ways transportation)	1	Lot		
	Supply of Food for REPC volunteers (2 days)	1	Lot		
3	Section C - Logistical & Supports				
	Timing System				
	Supply of timing tag (exclude fun run)	5000	Ea		
	Timing system checkpoints (start, mid & finish)	1	Lot		
	Supply of Passes for Photographers & Media	80	Ea		
	Baggage Deposit Tags				
	Supply of 5000 baggage deposit tags.	5000	Ea		
	Communications Equipment				
	Supply of Walkie Talkies with Earpiece	35	Ea		

	Supply of Short Range Walkie Talkie for SCS Staff	12	Ea		
	Cleanliness for 8,200 pax				
	Supply of manpower to clean up the event site, water points and along running route (before, during & after the event)	1	Lot		
	Transportation & Manpower				
	2 Way Transport - H2O drinks & branding to Event Site c/w install & dismantle	1	Lot		
	2 Way Transport - Singapore Cancer Society to Event Site c/w install & dismantle	1	Lot		
	Manpower Services - Sat 11am to 6pm	1	Lot		
	Overnight Security - Fri 5pm to Sat 9pm	1	Lot		
	Race Bibs and Medals				
	Production of Race Bibs in accordance to registration portal information with serialized number	7500	Ea		
	Production of winners & finishers' medals for 10 & 15KM run	5000	Ea		
	Race Pack – Ziplock Bags, Safety Pins & Participant info	5000	Ea		
4	Section E - Licenses & Permits				
	Permit				
	Police Permit for race day	1	lot		
	Fire Permit for race expo	1	lot		
	Public Entertainment License	1	lot		
	Supply of Auxiliary Police for Carpark Control	1	lot		
	NParks	1	lot		
5	Beverages				
	Light refreshment for VVIPs & senior management (for 60 pax)	1	lot		
	Supply of mineral water and plastic cups	1	lot		
	Supporting manpower & logistic to distribute mineral water & isotonic drinks to event water & route water points, provision of ice & cooler boxes.	1	lot		
	Supply of Cooler Box & Ice for VIP & Sponsor Tent	10	ea		
6	Section F - Event Management Fee				
	Event Management Fee - Registration portal management. - Stakeholders engagement and management. - Public training run management. - Race entry pack management. - Race route management. - Event site management. - Event site branding management. - Event day programme management.	1	lot		

	Artwork Adaption Fees	1	lot		
	Emcee Services	1	lot		
	Breakfast for Volunteer Crew	500	ea		
	Ponchos	600	ea		
	Lead Cyclist for all competitive categories	1	lot		
7	Section G – Creative Artwork				
	RAC Marketing Material(s): To provide design concept, art direction, layout and production for 10,000 A5 event flyers	1	lot		
	RAC Marketing Material(s): To provide design concept, art direction, layout and production of 10 pull up banners (200cm x 83cm)	1	lot		
	RAC Electronic Marketing Collaterals To re-adapt layout for online marketing materials on various media advertisement platforms based on specifications provided.	Per Artwork	ea		
	RAC Programme eBooklet To provide design concept, art direction and layout for eBooklet	1	ea		
8	Section H – Other Requirements				
	To propose alternative outdoor venue and running route 1) F1 Pit 2) Promontory	1	lot		
	To propose novelty factor for RAC 2017	1	lot		

Tender Submission:

Vendors are required to submit their tender with the following information

- 1) Executive Summary
- 2) Company Information
- 3) Project Scope & Responsibilities
- 4) Project Timeline & Implementation Plan
- 5) Relevant Credentials / Track Record
- 6) Value added enhancements to the race

Additional Matters:

1. Vendor(s) are to indicate their payment schedule in their tender document.
2. All prices quoted shall be inclusive of GST
3. Runners and volunteers numbers are subjected to change and quotation should cater towards adjustment in numbers.

ANNEX B

Contract Terms and Conditions

The terms and conditions set out in this Annex B shall be deemed to be incorporated into the resultant contract between SCS and the successful Tenderer (“Vendor”) resulting from this RFP (“Contract”)

1. Vendor Representations, Warranties and Undertakings

(1) Vendor hereby represents, warrants and undertakes to SCS as follows:

- (a) Vendor has the Competence to perform the services (“Services”) under this Contract;
- (b) Vendor has or shall obtain the necessary tools, equipment and personnel to provide the Services;
- (c) Vendor has or shall obtain, at its expense, before performing any Services all the necessary registrations, certificates, permits, licenses and authorizations to conduct business and perform the Services;
- (d) Vendor shall perform all Services in good faith, promptly, with due diligence and Competence;
- (e) Vendor fully comprehends the requirements and contingencies for providing Services and it shall examine any relevant work site or facilities for any additional or special requirements and contingencies prior to performing Services;
- (f) Vendor shall ensure that goods and materials supplied under this Contract, and Services performed, will meet any descriptions or specifications set out in the Contract;
- (g) The registration portal and RAC microsite will, on installation and on commissioning, be free from all viruses, Trojan horses, worms, logic disable, erase or other software routine or components designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any such actions;
- (h) All software, systems, materials and goods developed and supplied under the Contract shall be tested in accordance with the provisions of the Contract in a manner that commensurate with applicable professional standards in compliance with all applicable laws and regulations. Such testing shall be controlled by the Vendor’s quality assurance, according to its own procedures, which, in any event, shall be of a reasonable standard.

For the purposes of this clause, “Competence” means the expertise, experience, capability and specialized knowledge to perform Services in a good and workmanlike manner and within all accepted standards for the industry.

(2) Vendor shall not perform any aspect of the Services that it knows or should know cannot be performed in conformity with the provisions of the Contract or in accordance with applicable law. If Vendor determines that it cannot perform Services in conformity with the Contract,

Vendor shall immediately advise SCS and work with SCS to develop a mutually satisfactory resolution.

- (3) Vendor shall use its best efforts to ensure that all warranties provided by Subcontractors and manufacturers are assigned to SCS. If any warranty cannot be so assigned, Vendor shall use its best efforts to make that warranty available for SCS' benefit. Vendor shall deliver a copy of each written warranty provided by Subcontractors and manufacturers to SCS.
- (4) Vendor shall, at SCS' option, correct promptly and to SCS' satisfaction any deficiency in Services performed under the Contract. Upon notice of such deficiency, Vendor agrees to promptly provide, at no cost to SCS (unless otherwise agreed by SCS), the additional work necessary to correct such deficiency to SCS' satisfaction. If, in the opinion of SCS, Vendor fails at any time during the performance of Services to provide the necessary labour, supervision, tools, equipment or materials necessary for the prompt performance of Services, or if Vendor breaches the Contract in whole or in part or fails to use diligence in the performance thereof, SCS may, at its election and without prejudice to any other remedies available to it, take over and perform or obtain another contractor to take over and perform all or any part of Services then remaining unperformed. If SCS takes over completion of Services, or obtains another contractor to do so, SCS' sole obligation shall be to pay Vendor, upon completion of Services and subject to the other provisions of the Contract that reduce or suspend payment for Services satisfactorily performed and obligations incurred prior to the effective date of SCS' assumption of Services.
- (5) The warranties, representations and undertakings under this clause shall be in addition to any others provided elsewhere in the Contract or under the applicable law.
- (6) Time shall be of the essence for the due completion of all Services in accordance with the Contract requirements.

2. Subcontractors

- (1) Services shall be performed solely by Vendor or by those subcontractors that SCS may from time to time allow by its prior written approval. No approval shall relieve Vendor of any of its obligations under the Contract. Vendor shall be responsible to SCS for Services performed or goods supplied by all its subcontractors to the same extent it is for Services performed or goods supplied by Vendor. Vendor shall ensure that all its contracts with its subcontractors contain provisions which are in conformity with and no less stringent than the provisions of the Contract. Vendor shall, at SCS' request at any time, provide SCS with a list of all subcontractors, if any, providing Services and/or supplying goods.

3. Payment

- (1) All amounts due to Vendor shall be invoiced to SCS and paid by SCS in Singapore Dollars by cheques issued by SCS and made payable to Vendor.

- (2) The credit period will be at least sixty (60) days from the date SCS receives a correct and undisputed invoice.
- (3) The amount of GST shall be separately identified in the invoice and Vendor shall provide a full description as is required for GST credit.
- (4) SCS shall not be liable for any taxes or any withholding taxes (if any) levied in respect of the price of goods and services provided under the Contract (except GST), any property taxes or taxes based on the income of Vendor or its subcontractors or suppliers and Vendor undertakes to indemnify and keep SCS harmless from and against any liability for such taxes. For the avoidance of doubt, SCS may be required and is therefore entitled in accordance with applicable law, to withhold any sums as may be required to be withheld by it in respect of any payments to be made by SCS to Vendor and such withheld sums shall be dealt with by SCS in accordance with such law.
- (5) Without prejudice to any other rights that SCS may have hereunder or otherwise, SCS shall be entitled to withhold (without liability whatsoever) any one or more payments from Vendor in the event that Vendor fails to perform any part of its obligations to which such payment relates. The withholding of such payment by SCS shall not entitle appointed vendor to withhold, suspend or delay the performance of its responsibilities and obligations under the Contract.
- (6) SCS shall have the right to set off any loss, damage, liability or claim which SCS may have against Vendor against any payment owing to Vendor.
- (7) No payment by SCS shall limit SCS' rights later to dispute any of the charges invoiced or to claim unsatisfactory performance under the Contract.

4. Confidentiality and Personal Data

- (1) Each Party shall not disclose to any third party any and all confidential information disclosed to it by the other Party. "Confidential Information" shall mean all confidential and proprietary information which is expressly stated to be confidential or which is by its nature implicitly confidential, regardless of form, format or media including without limitation, written oral or information reduced to tangible form, and also includes information communicated or obtained through meetings, exchange or sight of documents, presentations, exhibits, telephone calls or correspondence between the Parties and personal data as defined in the Singapore Personal Data Protection Act (PDPA). Each Party further agrees that the Confidential Information shall be used strictly only for the purposes contemplated under the Contract and such other purpose as agreed in writing between the Parties. The receiving Party shall also ensure that only its employees, directors and agents whose duties will require them to possess any Confidential Information shall have access thereto, and that they shall be instructed to treat the same as confidential.
- (2) Each of the parties shall, on their own part, comply with applicable provisions under the PDPA and any regulations, guidelines and directives made thereunder ("Privacy Laws") and protect all personal data to a standard comparable to the requirements under the Privacy Laws.

- (3) Vendor shall share softcopy of client identifiable data with SCS and other vendors as required by SCS, subject to the condition that SCS provides documentary evidence showing client's expressed agreement to such disclosure.

5. Intellectual Property

- (1) Vendor is hereby deemed to agree to the following in regards to intellectual property rights in its contract with SCS:

- (a) Nothing shall affect any person's ownership rights to Background IP (defined below).
- (b) All Foreground IP (defined below) shall vest in and be the absolute property of SCS, and to the extent that Foreground IP is capable of so vesting without the need for any transfer or assignment to be executed by the relevant holder of intellectual property rights shall vest in SCS without the need for any transfer or assignment. Where an executed transfer or assignment is required to be executed by the relevant holder of intellectual property, the Vendor shall ensure that such transfer or assignment is executed and delivered at no cost to SCS.
- (d) The Vendor shall, in respect of software that is owned by the Vendor or an affiliate of the Vendor, promptly at the request of SCS, enter into a "Source Code Deposit Agreement" with SCS and an independent third party in Singapore nominated by SCS for:
 - (i) the deposit and safe custody of all source codes to any computer programs comprised in such software ("Background Source Codes");
 - (ii) The deposit of updates to the Background Source Codes as and when updates to the object code versions are delivered to SCS;
 - (iii) The release of such source codes to SCS upon the occurrence of any other specified events as set out in the Source Code Deposit Agreement; and
 - (iv) the grant of a perpetual irrevocable license to SCS to use the Background Source Codes upon their release to SCS for the event specified in the RFP or otherwise for purposes contemplated in the RFP.

The Source Code Deposit Agreement shall be in a form acceptable to SCS

- (f) Definitions:

"Background IP" means intellectual property which is created prior to or independently of any contract between the Vendor and SCS in connection with this RFP.

"Foreground IP" means IP which results from or is generated pursuant to or for the purpose of any contract between the Vendor and SCS in connection with this RFP.

6. Indemnities

- (1) The Vendor is hereby deemed to agree to the following:

- (a) Intellectual Property Indemnity
 - (i) The Vendor warrants and undertakes that goods, including all software provided under any contract resulting from this RFP, and/or services rendered, or the use by SCS any goods supplied or services so provided, will not infringe any intellectual property rights of any person. The Vendor shall indemnify SCS against any action, claim, proceeding, damages, charges and costs, including SCS' legal costs on a solicitor-client basis, ("IP Claim") that SCS may suffer or incur by reason of a breach of the aforesaid warranty and undertaking.
 - (ii) A party shall, as soon as possible after it becomes aware of any such IP Claim, give to the other party notice in writing of the full particulars of the IP Claim, and without prejudice to SCS's right to defend or settle such IP Claim:
 - (aa) the Vendor shall, if required by SCS, at its sole cost and expense take any and all reasonable actions and proceedings to defend any such IP Claim, whereupon, SCS shall, at the request of the Vendor, and subject to the Vendor indemnifying SCS for all costs and expenses which may be incurred by SCS, give full co-operation to the Vendor in any such IP Claim. The Vendor shall observe SCS' directions relating to the defence or negotiation for settlement of the IP Claim; and
 - (bb) if required by SCS, the Vendor shall suggest and advise SCS (at no cost to SCS) on modifications to the subject matter of the alleged infringement to avoid or eliminate the alleged infringement, provided that such modifications shall conform with the relevant agreed specifications for such infringing item and shall be comparable in terms of quality, standards and efficiency of performance to the alleged infringing item. The Vendor shall indemnify SCS for all costs and expenses that may be incurred by SCS in adopting and implementing such said modifications.
 - (cc) If any goods supplied or services provided is held to infringe intellectual property rights, the Vendor shall, if requested by SCS and at the option of SCS, but at the Vendor's own expense:
 - (1) procure for SCS the right to continue using the same; or
 - (2) replace or modify the same so as to avoid the infringement, provided that any replacement or modified items shall conform with the relevant agreed specifications for such infringing item and shall be comparable in terms of quality, standards and efficiency of performance to the infringing item; or
 - (3) pay SCS for such infringing items, a sum equivalent to the purchase price of a functionally equivalent item;

Provided always that such actions as aforesaid shall not prejudice or affect any right or remedy of SCS against the Vendor.

(b) General Indemnity

(i) Notwithstanding anything to the contrary, the Vendor undertakes to indemnify and at all times hereafter to keep SCS (together with its officers and employees) indemnified against any and all loss, damage and costs (including legal costs on a solicitor client basis) which may be suffered or incurred by SCS, its officers and/or employees or asserted against SCS, its officers and/or employees by any person, for personal injury or death or damage or loss to property (movable or immovable), or any matter or event whatsoever arising out of, in the course of, by reason of or in respect of:

- (aa) any breach by Vendor or Vendor's agents or subcontractors of the Contract;
- (bb) the performance or purported performance of any services or supply of goods, by or on behalf of the Vendor under the Contract; and/or
- (cc) any wilful act or omission or any breach of duties or negligence on the part of the Vendor or its agents or subcontractors, or any other wrongful act or default of the Vendor or its agents or subcontractors in respect of any matter undertaken or purported to be undertaken in connection with the Contract;

save to the extent that the said losses, damages and costs arise out of a breach by SCS of the Contract, or the wilful act or default or negligence of SCS.

7. SCS Trademark & Publicity

(1) Vendor shall not, without the prior written consent of SCS: use the name or any trade name or trademark of SCS in any advertising or communications to the public in any format except as necessary to perform Services; or make publicity releases or announcements regarding the Contract the Services performed under the Contract or any related activities. Vendor shall cause its subcontractors to comply with these requirements.

8. Termination

(1) SCS may terminate the Contract (or any part thereof) at any time and without assigning any reason by giving 30 days' written notice to Vendor, and in the case of partial termination, specifying the part of Services to be terminated and the effective date of termination. In the case of partial termination, Vendor shall cease work on said part of Services on the effective date of termination but shall continue to perform any part of Services not terminated.

(2) SCS may terminate at any time and for any reason any part or all Services and/or the Contract forthwith by written notice to Vendor in any or all of the following situations:

- (a) If Vendor commits a breach of any of the provisions of the Contract, and:
 - (i) where in the sole opinion of SCS, such breach is capable of remedy, fails to remedy the same within 14 days from the date of a written notice by SCS requiring the breach to be remedied; or

- (ii) where in the sole opinion of SCS such breach is not capable of remedy, from the date of the aforesaid notice; and/or
 - (b) Vendor takes or has taken or instituted against it any action or proceeding, whether voluntary or compulsory, having for its object the winding up of Vendor other than a voluntary winding up by members for the purpose of reconstruction or amalgamation, or if a meeting of Vendor's creditors be called, or if a receiver or official manager be appointed in respect of all or any part of Vendor's, business or undertaking, or if a distress or execution be threatened or levied on or against all or any part of Vendor's property, or if Vendor enters into a composition or other arrangement with its creditors.
- (3) In the event of termination of the Contract or Services for any reason, SCS shall only be liable to pay Vendor for services that have been performed in accordance with the Contract prior to termination but that have not been paid to Vendor as at termination date. Save as aforesaid, and notwithstanding anything to the contrary in the Contract, SCS shall have no liability to make any form of compensation or other payment to Vendor.

9. Miscellaneous

- (1) A failure or delay on the part of a party in exercising any power, right or remedy under the Contract shall not operate as a waiver of such power, right or remedy, nor shall any single or partial exercise of any power, right or remedy preclude the further or other exercise thereof, or the exercise of any other power, right or remedy which it may have.
- (2) Any right or remedy that is conferred by any provision in the Contract are in addition to and without prejudice to any other rights or remedies that may be so conferred by the Contract or by virtue of any general principles of law.
- (3) The termination of the Contract howsoever arising shall be without prejudice to any right of action already accrued to any party in respect of any breach of the Contract by the other party, and any power, right or remedy which are expressed in the Contract or implicitly intended by the parties to survive, operate or have effect as a consequence of or after termination.
- (4) The Contract shall comprise of: The RFP (including Annexes A and B thereto); and Vendor's Proposal, as is accepted by SCS in writing and as may be amended in writing, signed by authorised representatives of each party. The Contract embodies all the terms and conditions agreed upon between the parties as to the subject matter of the Contract save and except those mutually agreed upon in writing between the parties (and signed by their authorised representatives after the execution of the Contract. For the avoidance of doubt, the Contract supersedes and cancels in all respects all previous representations, warranties, agreements and undertakings (if any) between the parties, with respect to the subject matter of the Contract, whether such be written or oral.
- (5) If any provision of the Contract is or becomes or is deemed invalid, illegal or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable or, if it cannot be amended without materially altering the intention of the parties, it shall be struck out from the Contract and the remaining provisions of the Contract shall remain in full force and effect.

- (6) No variation, modification, change or amendment to the Contract shall be binding upon a party unless in writing and executed by authorised representatives of the respective parties.
- (7) Nothing contained in or relating to the Contract shall or shall be deemed to constitute a partnership or agency relationship between the parties and no party shall have any authority to act for or to assume any obligation or responsibility on behalf of any other party except as expressly provided in the Contract. In performing Services, Vendor shall be an independent contractor and not an agent or employee of SCS.
- (8) Vendor shall not assign the Contract without SCS' prior written approval, which approval shall be at SCS' sole discretion, and which, if given, shall not relieve Vendor of its obligations under the Contract. Any assignment made by Vendor not in accordance with this clause shall be void.
- (9) The Contract is non-exclusive. SCS retains the right to engage others to perform the same type of Services or supply the same type of goods without any liability to Vendor.
- (9) The Contracts (Rights of Third Parties) Act (Cap. 53B) shall not under any circumstances apply to the Contract and any person who is not a party to the Contract (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in the Contract) shall have no right whatsoever under the Contracts (Rights of Third Parties) (Cap. 53B) to enforce the Contract or any of its terms.

10. Governing Law and Disputes

- (1) The governing law of the Contract shall be the substantive law of Singapore.
- (2) Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the Singapore Courts. The parties hereby submit to the exclusive jurisdiction of the Singapore Courts.