

2 October 2026

[Name of Supplier]
[Address of Supplier]

Attn: [Supplier's Representative in charge]

Dear Sirs,

**INVITATION TO QUOTE FOR DISMANTLING AND DISPOSAL OF LEVEL 3 MEDIA WALL AT
LIFELONG LEARNING INSTITUTE**

REF NO: LLI_OPS_IMW2026_01

1. We are pleased to invite you to quote for Dismantling and Disposal of Level 3 Media Wall at Lifelong Learning Institute.
2. The scope of works and details of the services and/or the goods to be supplied for Dismantling and Disposal of Level 3 Media Wall at Lifelong Learning Institute are set out in the documents and/or specifications enclosed with this Invitation to Quote ("ITQ"), collectively called the 'Invitation Document'.
3. The Invitation Document comprises the following:
 - a. This letter of invitation and the Form of Quotation (Annex I);
 - b. Requirement Specifications;
 - c. Evaluation Criteria;
 - d. Instructions to Supplier;
 - e. Conditions of Contract;
 - f. Price Schedule;
 - g. Submission Checklist; and
 - h. Drawings
4. The closing date for submission is **13 Oct 2026** at **1400** hours. The Supplier's submission shall include all the items listed below, namely:
 - a. Form of Quotation (Annex I);
 - b. Price Schedule;
 - c. Submission Checklist

The Supplier's submission is liable to rejection for failing to comply with the above instruction.

Please direct your submission to:-

Email Address: operation@lifelonglearningsg.org

Attention to: Chang Wee Kiat



Please note that late submission will not be entertained or accepted for evaluation.

5. All enquiries regarding this ITQ shall be made in writing, no later than 3 days from the closing date and directed to:

Name	Email Address
Campus Operations Team	operation@lifelonglearningsg.org

6. The validity period for this ITQ is 90 calendar days from 13 Oct 2026 and during such extension of the validity period as may afterwards be mutually agreed in writing between us at the request of LLSG.

Yours faithfully,

Noreen Chong
Head, Campus Operations
Lifelong Learning Singapore Pte. Ltd.
(No signature is required for electronic document)

FORM OF QUOTATION

Date:

To:
Lifelong Learning Singapore Pte. Ltd.
11 Eunos Road 8
#09-01, Lifelong Learning Institute
Singapore 408601

Name of Supplier:
[Insert Name of Supplier]
Address:
[Insert Address of Supplier]

Dear Sirs,

QUOTATION FOR DISMANTLING AND DISPOSAL OF LEVEL 3 MEDIA WALL AT LIFELONG LEARNING INSTITUTE

REF NO: LLI_OPS_IMW2026_01

1. We refer to your Invitation to Quote dated 2 October 2026 and offer and undertake on your acceptance of this Quotation Offer to supply the goods and/or services as specified in the Requirement Specifications in accordance with the Instructions to Suppliers and the Conditions of Contract set forth in your Invitation to Quote.
2. Our Quotation Offer is fully consistent with and does not contradict or derogate from anything set forth in the Invitation Document in your Invitation to Quote. We have not qualified or vary any of the provisions in the Invitation Document. If our Quotation Offer is inconsistent with, contradict or derogate from anything in the Invitation Document, you are entitled to treat our Quotation Offer as if it did not include any such inconsistency, contradiction or derogation with the Invitation Document and your acceptance of our Quotation Offer will be construed accordingly.
3. Where required by you, we shall execute a formal agreement in the appropriate form incorporating the terms and conditions set forth in the Invitation Document. Until the formal agreement is executed, this Quotation Offer together with your written acceptance, shall constitute a binding agreement between us.
4. Our offer is valid for 90 of calendar days from the closing date of this Invitation to Quote and during such extension of the validity period as may afterwards be mutually agreed by us in writing at the request of LLSG.
5. Our price (herein referred as the “the Contract Price”) for the provision of the aforesaid good and/or services to be supplied by us is S\$_____ [please insert amount in words]. (Amount shall exclude GST). A breakdown of the Contract Price for the provision of goods and/or services is given in the attached Price Schedule.

6. We understand and agree that LLSG reserves the right to accept the quotation offer in whole or in parts and the unit price shall remain valid for quantity awarded which is lower than the amount stated in the Invitation to Quote.
7. We undertake to provide you with any further information that you may require regarding this Quotation Offer
1. We warrant and declare that we are duly authorised to represent to submit, sign, receive instructions, provide any information, accept any contract and act for and on behalf of [insert name of firm, company or consortium]

Dated: [Supplier to insert date]

Supplier (as *Principal/Agent)

Company or Business Registration No: [Supplier to insert Business Registration Number]

Authorised Signature

Name:

Designation:

Company's Official Stamp

(*delete whichever is not applicable)

WARNING: - This Form duly completed MUST accompany every Quotation. Any change to its wordings will render the Quotation liable to DISQUALIFICATION.

INSTRUCTIONS TO SUPPLIER

1. LLSG reserves the right not to accept the lowest or any quotation received, and the right to award the quotation in whole or in parts. It is also not obliged to enter into any correspondence with any Supplier regarding the reasons for non-acceptance of a quotation. LLSG shall, in no case, be responsible to bear the cost of any expenses incurred by the Supplier in the submission of its proposal and its presentation for this Invitation to Quote ("ITQ").
2. LLSG reserves the right, unless the Supplier expressly stipulates to the contrary in their submission, of accepting such portion of each Quotation as LLSG may so decide.
3. The issuance of a Letter of Acceptance by LLSG, accepting the Quotation or a portion of it shall create a binding contract on the part of the Supplier to supply the Goods and/or perform the Services offered in the Quotation. The Contract shall be governed by the Conditions of Contract and other documents in the Invitation Document as well as the Quotation and the Letter of Acceptance. LLSG may, at its discretion, require the Supplier to sign a formal written agreement subsequent to the issuance of the Letter of Acceptance. The issuance of the Letter of Acceptance by hand, post or via email by its authorized officer shall be deemed effective communication of acceptance.
4. For the avoidance of doubt, until LLSG issues a Letter of Acceptance, an Order Message or a Purchase Order, this document is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Goods and/or Service from the Supplier and shall not be construed as providing or implying that a contract has been entered into with any Supplier.
5. In the event that LLSG seeks any clarification upon any aspect of the Supplier's Quotation the Supplier shall provide full and comprehensive response within **1 working** day upon notification.
6. LLSG reserves the right to amend any terms in, or to issue supplementary terms to the ITQ at any time prior to the closing date of the ITQ. It also reserves the right to extend the closing date and time of the ITQ if supplementary terms and conditions are issued pursuant to this clause.
7. The Supplier shall be deemed to have included the performance of all Services and/or the supply of Goods to meet the requirements as specified in the Requirement Specifications irrespective of whether the Goods and/or Services have been specifically listed or priced in the Quotation.
8. If the Supplier discovers any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the Invitation Documents, the Supplier shall notify and seek clarification about the same from LLSG, at least **3 working** days from the closing date of this ITQ.
9. The Quotation will be accepted only if submitted according to the instructions contained and, in the form prescribed in this ITQ. Any attempt to vary the Form of Quotation or Conditions of Contract will be rejected by LLSG.

CONDITIONS OF CONTRACT ("GOODS AND/OR SERVICES")

1. DEFINITION

- 1.1. Should your offer be accepted, the terms and conditions as set out in this section shall govern the Contract between LLSG and your company ("Conditions").
- 1.2. In this Conditions, unless the context otherwise requires:
- (a) "LLSG" shall mean the Lifelong Learning Singapore Pte. Ltd. and shall include any officer authorised by the LLSG to act on its behalf.
 - (b) "Contract" means the resulting contract entered between LLSG and the Contractor for the supply of the Goods and/or provision of Services as a result of LLSG's acceptance of the Contractor's Form of Quotation which terms and conditions are contained in this ITQ, the Contractor's Form of Quotation (submitted via email), the specifications and samples in relation to the Goods supplied by the Contractor to LLSG, from time to time, Instructions to Supplier, Conditions of Contract, Requirement Specifications, Letter of Acceptance, Order Message, or any LLSG orders issued by LLSG to the Contractor for the supply of the Goods and/or provision of Services and shall include schedules and annexes in such documents as approved by LLSG.
 - (c) "Contract Price" means the price exclusive of the Goods and Services Tax payable to the Contractor for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of this Contract.
 - (d) "Contractor" means the successful Supplier who has been awarded the Contract by LLSG.
 - (e) "Defective Goods" means Goods that are delivered by the Contractor to LLSG pursuant to the Contract and are damaged, not new, unused, unfit for the purposes it was intended for or not in a workable condition as deemed by LLSG, in its sole discretion
 - (g) "Delivery Date" or "Performance Date" means the date agreed upon between the Contractor and LLSG on which the relevant Goods are to be delivered to the LLSG and/or the Services to be performed.
 - (h) "Deficient Services" means Services provided by the Contractor to LLSG pursuant to the Contract and do not satisfy the terms of the Contract or fails to meet the reasonable standards of LLSG.
 - (i) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract and time shall be of the essence in respect of the supply of the Goods.

- (j) "Goods and Services Tax" or "GST" means goods and services tax charged under the Goods and Services Tax Act (Cap. 117A) of Singapore.
- (k) "Intellectual Property" means:
 - (i) patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
 - (ii) rights under licenses, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (i) above;
 - (iii) rights of the same or similar effect or nature as or to those in sub-paragraphs (i) and (ii) which now or in the future may subsist; and
 - (iv) the right to sue for past infringements of any of the foregoing rights.
- (l) "ITQ" means the invitation to quote for the appointment of a contractor for LLSG issued by LLSG.
- (m) "Letter of Acceptance" means the letter of acceptance issued by the LLSG to the Contractor accepting the Contractor's Form of Quotation.
- (n) "Order Message" means the purchase order, order message issued by LLSG to the Contractor for the Goods to be supplied and/or Services to be performed to LLSG.
- (o) "Parties" means LLSG and the Contractor, and "Party" shall mean any one of them.
- (p) "Performance Date" means the date agreed upon between the Contractor and LLSG on which the Goods are to be supplied and Services to be performed by the Contractor.
- (q) "Price Schedule" means the schedule of the prices of the Goods and/or Services proposed by the Contractor's Form of Quotation and accepted in the Letter of Acceptance.
- (r) "Quotation Price" in respect of the Goods and/or Services provided to LLSG, means the sum specified in the Price Schedule and/or Form of Quotation (as may be varied in accordance with the Contract for the provision of the Goods and/or Services under the Contract).

- (s) "Quotation Offer" means the offer submitted by the Supplier to supply the Goods and/or provide the Services to LLSG in response to the ITQ and other documents submitted by the Supplier and accepted in writing by LLSG.
- (t) "Services" means the work which the Contractor is required to perform under the Contract and time shall be of the essence for the performance of the Services.
- (u) "Subcontractor" means any person, firm or company engaged by the Contractor to perform any part or parts of the Contractor's obligations with LLSG's written consent and includes the Subcontractor's duly appointed representatives, successors, permitted assignees, and the Subcontractor's subcontractor.
- (v) "Supplier" means a person or its permitted assigns or successors offering to supply the Goods and/or perform the Services pursuant to this ITQ and shall be deemed to include two or more persons, if appropriate.
- (w) "Termination Date" means the date on which the Contract is terminated.
- (x) Not Applicable

2. SCOPE OF CONTRACT

- 2.1 The Contractor shall carry out and complete the supply the Goods and/or perform the Services by the Delivery Date/Performance Date in accordance with the Contract.
- 2.2 The Contractor shall at its own costs and expense obtain and maintain all licence (including export licences) and authorisation, permits and other governmental authorisation or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.
- 2.3 The Contractor warrants and represents that all the Goods provided and/or the Services performed shall be of standard acceptable to LLSG and free from all defects and fit for the purposes that it is intended for.
- 2.4 The Contractor acknowledges and accepts that LLSG relies on the skill and judgment of the Contractor and also upon the accuracy of all representations and statements made and advice given by the Contractor in the supply of the Goods and/or the provision of the Services under the Contract.

3. DELIVERY AND PERFORMANCE

- 3.1 The Contractor shall supply and deliver the Goods and/or perform the

Services by the Delivery Date/Performance Date and in the manner specified in the Contract.

- 3.2 Upon delivery, the Contractor shall obtain a receipt thereafter from LLSG. The issuance of such receipt shall in no way relieve the Contractor from its responsibility for replacing/repairing any Defective Goods and/or rectifying Deficient Services under Clause 4 hereof.

4. REMOVAL AND REPLACEMENT OF GOODS & RE-PERFORMANCE OF SERVICES

- 4.1 LLSG may reject any Goods that are found on delivery, or upon installation where installation is required, to be:-

- (a) damaged or defective;
- (b) incorrect or not in accordance with the Contract; or
- (c) not newly manufactured or of unsatisfactory quality or not fit for the ordinary uses contemplated by LLSG,

(collectively, the “Rejected Goods”), and the Contractor shall:

- (i) provide a replacement for the rejected Goods immediately at the Contractor’s own expense; and
- (ii) collect the Rejected Goods at the Contractor’s own expense within seven (7) days from the date of notification by LLSG and failing which, LLSG shall have the right:
 - (A) to claim from the Contractor storage charges and other expenses incurred in relation to the Rejected Goods until collection by the Contractor or disposal in accordance with sub-clause (B) below, whichever is earlier; and
 - (B) if the Rejected Goods are not collected after one (1) month from the date of notification by LLSG, to dispose of the Rejected Goods in any way LLSG deems fit and claim all expenses incurred thereby from the Contractor without further reference to the Contractor,

and LLSG shall be entitled to claim from the Contractor all costs and damages incurred by LLSG as a result of the Rejected Goods.

- 4.2 LLSG may reject any Services that are not performed in accordance with the Contract or with reasonable care, skill and diligence, and if so required by LLSG, the Contractor shall re-perform such rejected Services at the Contractor’s own expense.
- 4.3 Where any Goods and/or Services are rejected by LLSG pursuant to Clause 4.1 and/or Clause 4.2 or pursuant to any other provision of law, the

Contractor shall be deemed to have completely failed to perform the Contract

- 4.4 Notwithstanding anything to the contrary, the risk of loss, damage or deterioration of Rejected Goods (whether rejected pursuant to this Clause 4 or otherwise) shall be borne by the Contractor at all times and possession shall be deemed to have never passed to LLSG.

5. PAYMENT

- 5.1 Any payment under the Contract shall not prejudice LLSG's right to require that the Contractor repair/rectify Defective Goods and/or rectify Deficient Services that are not provided in accordance with the terms and conditions of the Contract.
- 5.2 Whenever under the Contract any sum of money (including liquidated damages and any other damages) shall be recoverable or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other agreement with LLSG.
- 5.3 Payment in full or in part of the fees payable to the Contractor shall be without prejudice to any claims or rights of LLSG against the Contractor in respect of the supply of the Goods and/or the provision of Services and in respect of any antecedent breach of the terms of the Contract by the Contractor.
- 5.4 Unless otherwise stated in the Contract, the Contractor shall bear all of its own expenses incurred in the course of performing the Contract.
- 5.5 Payment to the Contractor shall be made upon the completion and acceptance by the LLSG of the Goods and/or Services provided (including the submission to LLSG of the Deliverables in question) as set out in the Requirement Specifications.
- 5.6 Within thirty (30) days of delivery of the supply of the Goods ordered and/or completion of the Services under the Contract, as above provided, and upon presentation by the Contractor of the Contractor's bills in accordance with such means and in such format as may be specified by LLSG and LLSG's receipt as referred to in Clause 3 of the Contract, LLSG will make payment to the Contractor of the full value of all Goods supplied and/or the Services performed, provided that no payment shall be considered as evidence of acceptance of the quality of any of the Goods supplied and/or the Services performed to which such payment relates.
- 5.7 The payments under this clause shall not prejudice LLSG's right to reject Defective Goods and/or Deficient Services or the Contractor's responsibility to remove or replace Defective Goods and/or re-perform the Services as directed by LLSG.

- 5.8 Without prejudice to LLSG's right under the Contract, the amount of any payment or debt owed by the Contractor to LLSG under the Contract may be deducted by LLSG from any monies payable by LLSG to the Contractor pursuant to this Contract.
- 5.9 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessment and other taxes payable under the laws of Singapore, by the Contractor or its employees, in carrying out its obligations under the Contract.
- 5.10 If LLSG 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 LLSG may subsequently so pay any of the abovementioned taxes, fees, duties, fines, levies and assessments ("Taxes"), the Contractor hereby authorizes LLSG to comply with the terms of the said request from the tax authorities and deduct the Taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.
- 5.11 No payment shall be considered as evidence of the quality of the Goods supplied and/or the performance of the Services to which such payments relate or a waiver of any default on the part of the Contractor in the performance of its obligations, nor shall it relieve its other obligations under the Contract.
- 5.12 If requested by LLSG, the Contractor shall submit to LLSG invoices through the electronic invoicing system maintained by LLSG and such other documents through such means and in such format as may be specified by LLSG for the purposes of making payment.
- 5.13 LLSG shall not be required to pay for expenses or cost of whatever nature other than those expressly set out in the Contract or otherwise expressly agreed to in writing by LLSG.
- 5.14 If the Contractor is a taxable person under the GST Act, LLSG shall reimburse the Contractor for any such GST charged on the supply by the Contractor of for the Goods supplied under the Contract.

6. NOT APPLICABLE

7. DELAY IN PERFORMANCE

- 7.1 If the Contractor fails to deliver the Goods and/or complete the performance of any Services by the Delivery Date/Performance Date specified in the Contract, the LLSG shall have the right (in addition to and without prejudice to all other rights or remedies available, including the LLSG's right to terminate the Contract pursuant to Clause 10) to do one or more of the following:

- (a) cancel all or any such Goods and /or Services from the Contract without compensation and obtain them (the “Replacement Goods and/or Services”) from other sources and all increased costs thereby incurred shall be borne by the Contractor and all such increased costs thereby incurred shall be deducted from any moneys due or become due to the Contractor or shall be recoverable as damages; or
- (b) Not Applicable

7.2 As an alternative remedy, and in lieu of termination for default as described above, LLSG, at its sole discretion, may elect to accept the Defective Goods and/or Defective Services, in which case an equitable reduction in the Quotation Price and the amount of LLSG's damages shall be negotiated. The rights and remedies of the LLSG provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7.3 LLSG shall have the right, at its sole discretion, to elect to claim general damages in common law from the Contractor instead of imposing liquidated damages under this Clause 7.

8. RIGHTS OF THIRD PARTIES

8.1 A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any of its terms.

9. SUB-CONTRACTING AND ASSIGNING

9.1 The Contractor shall not sub-contract assign, transfer, charge, mortgage or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of LLSG.

9.2 LLSG may, at any time, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract.

10. SUSPENSION OR TERMINATION

10.1 Without prejudice to any other rights or remedies available to the LLSG at law or under the Contract, LLSG shall have the right to suspend or terminate the Contract and/or require the Contractor to cease the supply of the Goods and/or the performance of the Services (in whole or in part) previously required under an Order Message without cause or reason by giving the Contractor at least seven (7) days' prior written notice.

10.2 Notwithstanding any clause to the contrary and without prejudice to any other rights or remedies available to LLSG at law or under the Contract, the LLSG shall have the right to suspend or terminate the Contract and require the Contractor to cease to supply the Goods and/or perform the Services (in

whole or in part) previously required under an Order Message by giving at least seven (7) days prior written notice to the Contractor, of a Force Majeure Event.

10.3 Notwithstanding any clause to the contrary and without prejudice to any other rights or remedies available to LLSG at law or under the Contract, LLSG may terminate the Contract with immediate effect with no liability to make any further payment to the Contractor (other than in respect of amounts accrued before the Termination Date) if:

- (a) the Contractor commits a material breach of any of the material terms of this Contract and (if such a breach is remediable) fails to remedy that breach within 14 days after being notified in writing of the breach;
- (b) the Contractor repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;
- (c) the Contractor commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies, or the solvent reconstruction of the Contractor;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies, or the solvent reconstruction of the Contractor;
- (e) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint a /receiver/judicial manager is given, or a /receiver/judicial manager is appointed over the Contractor and/or any of its properties or assets;
- (f) a floating charge holder over the assets of the Contractor has become entitled to appoint, or has appointed, an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the assets of the Contractor, or a receiver is appointed over the assets of the Contractor;
- (h) a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

- (i) any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause;
- (j) the Contractors suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (k) there is a change of control and/or management of the Contractor.

10.4 The rights of LLSG under Clause 10 are without prejudice to any other rights that it might have at law to terminate the Contract or to accept any breach of this Contract on the part of the Contractor as having brought the Contract to an end. Any delay by LLSG in exercising its rights to terminate shall not constitute a waiver of these rights.

10.5 Upon the termination of the Contract, the Contractor shall refund the balance of any payments or deposits made by LLSG to the Contractor before the Termination Date upon demand by the LLSG (after deducting any outstanding sums owing by the LLSG, as ascertained by the LLSG to the Contractor).

10.6 The expiry or termination of the Contract shall not:

- (a) release the Contractor from any liability or right of action or claim which at the time of such expiry or termination has already accrued or may accrue in respect of any act or omission prior to such expiry or termination; or
- (b) affect the coming into force or the continuance in force of any provision of the Contract which is expressly or by implication, intended to come into or continue in force on or after the date of such expiry or termination.

10.7 On the Termination Date the Contractor shall (or procure to be done) without demand:

- (a) immediately deliver to the LLSG all properties of the LLSG in its possession or under its control;
- (b) perform its obligations under Clause 17.5 of this Contract; and
- (c) provide a signed statement that it has complied fully with the obligations under this Clause.

11. RIGHTS OF LLSG IN THE EVENT OF DEFAULT BY THE CONTRACTOR

11.1 If the Contractor defaults in his performance of this Contract, LLSG may issue a notice of default to the Contractor informing the Contractor of its default. The Contractor shall, within fourteen (14) days (or such period as agreed by LLSG) from the date of the notice of default, remedy the default. If the

Contractor fails to do so, the Contractor shall be taken to have repudiated the Contract and LLSG shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without LLSG being liable therefor in damages or compensation. The said termination shall take effect from the date of the notice of termination.

11.2 In the event of termination under Sub-Clause 11.1 above, LLSG shall have the right to purchase from other sources the Goods which remains unsupplied and/or performed at the time of termination or similar Goods, and all increased costs reasonably incurred by the LLSG shall be recoverable from the Contractor.

11.3 In the event of termination under Sub-Clause 11.1 above, LLSG shall have the right to purchase from other sources the Services which remains unperformed at the time of termination or similar Services, and all increased costs reasonably incurred by the LLSG shall be recoverable from the Contractor

12. GIFTS, INDUCEMENTS AND REWARDS

12.1 LLSG may terminate the Contract in accordance with Clause 10 and recover from the Contractor the amount of any loss or damage resulting from such termination, if the Contractor:

- (a) shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with LLSG;
- (b) for showing or forbearing to show favour to any person in relation to any Contract with LLSG;
- (c) if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor); or
- (d) if in relation to any Contract with LLSG, the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the Penal Code (Cap. 224) of Singapore or the Prevention of Corruption Act (Cap. 241) of Singapore, or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the Penal Code (Cap. 224) of Singapore or the Prevention of Corruption Act (Cap. 241) of Singapore.

13. VARIATION

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

14. APPLICABLE LAW

- 14.1 The Contract shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose. Parties hereby agree to submit to the exclusive jurisdiction of the Singapore courts.
- 14.2 For the avoidance of doubt, until the LLSG issues a Letter of Acceptance, this document: -
- (a) is not a contract and shall in no way be construed as creating any legally binding obligation to procure the supply of the Goods and/or the Services from the Contractor; and
 - (b) shall not be construed as providing or implying that a contract will be entered into with the Contractor.

15. NOTICES

- 15.1 Unless otherwise expressly provided in the Contract, any notice which LLSG is required to give to the Contractor under the Contract shall be deemed to have been served if the notice is sent by post, facsimile transmission or email to the address, facsimile number or email address respectively as may be specified in writing by the Contractor to LLSG in the Contract.
- 15.2 Any notice which the Contractor is required to give to LLSG under the Contract shall be in writing and delivered by hand, registered mail, facsimile or electronic mail to the address specified below:-

Addressee: Chang Wee Kiat

Email: operation@lifelonglearningsg.org

- 15.3 Notices under the Contract is deemed served:
- (a) In the case of hand delivery, on the day the notice was left at the stipulated address of the receiving Party;
 - (b) In the case of delivery by registered post, on the day following that on which the notice was posted;
 - (c) In the case of transmission by facsimile at the time of despatch;
 - (d) In the case of transmission by electronic mail, at the time of despatch;

16. INDEMNIFICATION OF THE LLSG AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES

- 16.1 The Contractor shall indemnify and keep LLSG indemnified from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including all solicitors' costs and

expenses) awarded against, or incurred or paid by LLSG as a result of or in connection with:

- (a) any alleged or actual infringement, whether or not under Singapore law, of any third party's Intellectual Property rights or other rights arising out of the supply of the Goods and/or the performance of the Services; and/or
- (b) any claim made against LLSG in respect of any liability, loss, damage, injury, cost or expense sustained by the LLSG or its employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the supply of the Goods and/or the performance of the Services as a consequence of a breach or negligent performance, omission or failure or delay in performance of this Contract by the Contractor; and/or
- (c) claims and demands which LLSG may at any time and from time to time incur, suffer or sustain by reason of or in connection with or arising out of, a breach or breaches of the representations, warranties, undertakings and covenants given by the Contractor in this Contract or misrepresentations in any respect under the terms of this Contract or for any breach of any term and condition hereof.

16.2 Such indemnity shall extend to include all reasonable costs (including all solicitors costs and expenses), charges and expenses which LLSG may pay or incur in investigating, disputing or defending any actions, claims, demands or proceedings (including the issuance of solicitors' letter of demand) in respect of which the Contractor is or may be liable to indemnify under this Clause 16.

16.3 LLSG may at its option satisfy such indemnity (in whole or in part) by way of deduction from any sums or payments due to the Contractor.

16.4 Notwithstanding any clause to the contrary in the Contract, LLSG's liability to the Contractor for any losses or damages arising out of or in relation to the Contract, whether in tort, contract or otherwise shall be limited to the Contract Price.

17. CONFIDENTIALITY

17.1 Except with the written consent of LLSG, the Contractor shall protect and shall not disclose to any person, any information pertaining to the Contract or the performance thereof, or any information issued or furnished by or on behalf of LLSG in connection with the Contract. The Contractor shall undertake protection measures (at its own expense) to protect such information issued or furnished by or on behalf of LLSG in connection with the Contract, and such protection measures shall be at least as strict as those measures undertaken by the Contractor to protect its own confidential information.

17.2 In addition to the foregoing, the Contractor shall protect and shall not make use of any information obtained directly or indirectly from LLSG or compiled or generated by the Contractor in the course of the Contract or which pertains to or which is derived from such information, other than use for the purposes of the Contract, without the prior written consent of LLSG. The Contractor shall undertake protection measures (at its own expense) to protect such information compiled or generated by the Contractor in the course of the Contract or which pertains to or which is derived from such information, and such protection measures shall be at least as strict as those measures undertaken by the Contractor to protect its own confidential information.

17.3 Neither Party shall publish, disclose or release, nor shall it suffer or permit the publication or release of, any news item, article, publication, advertisement, speech or any other information or material pertaining to the Contract or to the Goods supplied and/or Services provided thereunder in any media without the prior written consent of the other Party, unless or until compelled, required or requested to disclose by judicial or administrative procedures or otherwise by law or required to disclose to any relevant stock exchange, government body, regulatory body or LLSG, or the recipient can reasonably demonstrate that:

- (a) it is or part of it is, in the public domain (other than by virtue of its actions and/or omissions) or that the information has also been received from a third party which, to the actual knowledge of the recipient is not subject to any confidentiality obligations with respect to such information whereupon, to the extent that it is public, this obligation shall cease; or
- (b) it is required to be furnished to the bankers or investors or potential investors of any of the Parties or to any regulatory agencies as part of a public flotation exercise or a fund-raising exercise involving any of the Parties, and in such cases, this obligation shall cease only to the extent required under the respective circumstances,

Provided that nothing herein shall prohibit any party from disclosing any information referred to in this Clause 17 to its professional advisers.

17.4 The Contractor acknowledges that the following may be protected under obligations that arise due to operation of law in Singapore:

- (a) information issued or furnished by or on behalf of the LLSG in connection with the Contract; or
- (b) information obtained directly or indirectly from LLSG or compiled or generated by the Contractor in the course of the Contract or which pertains to or which is derived from such information.

17.5 Upon the expiry or termination of the Contract, whichever is earlier, in accordance with the terms and conditions herein provided, within seven (7) days from any written request of LLSG, the Contractor shall undertake and

ensure the deletion and destruction of all copies of all or particular information (whether in its possession or control, or in the possession or control of its directors, employees, agents or contractors) as may be required by LLSG within the time stipulated by the LLSG. Such deletion and destruction shall include but is not limited to deletion from any computer disks, tapes or other storage media, and the destruction of hard copy documents. After such destruction is completed, the Contractor shall confirm and certify this to LLSG by way of a signed written notice.

- 17.6 The Contractor represents and warrants that it is fully responsible and liable for any loss, harm or damage caused by any breach of this Clause 17 by its directors, employees, agents or contractors.
- 17.7 The obligations contained in this Clause 17 shall endure, even after the expiry or termination of the Contract, without limit in point of time except to the extent that and until any confidential information enters the public domain as set out above.

18. WARRANTIES AND CONVENANTS OF THE CONTRACTOR

- 18.1 The Contractor warrants and represents to and for the benefit of the LLSG that:

- (a) it is a company duly organised, validly existing and in good standing under the laws of its place of incorporation;
- (b) it has the required right, power, capacity and LLSG to accept the terms and conditions of the Contract and to perform all of its duties, responsibilities and obligations and that such performance and delivery shall not conflict with or result in a breach of or default under any law to which it is subject or any other agreements, understanding, undertaking or activity to which it is a party or by which it is bound;
- (c) the execution, delivery and performance of this Contract has been duly and effectively authorised by all necessary corporate actions on its part and this Contract will be duly and validly executed, and delivered by it and when so executed, constitutes binding and enforceable obligations on it in accordance with its terms;
- (d) it shall have and maintain in effect at all times during the term of this Contract, all licences, authorisations, permits, consents and approvals from the relevant governmental, regulatory or other competent authorities to perform its obligations under this Agreement; and
- (e) each of the above warranties will be correct and complied with in all respects during the term of this Contract as if repeated then by reference to the then existing circumstances.

- 18.2 The Contractor warrants and undertakes to the LLSG that:

- (a) it shall not do or permit anything to be done which will infringe any Intellectual Property rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, know-how and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields;
- (b) it will perform the Contract with reasonable care and skill and in accordance with generally recognised commercial practices and standards;
- (c) the supply of the Goods conforms with all descriptions and specifications provided in the Contract; and the Goods supplied will be provided in accordance with all applicable legislation from time to time in force, and the Contractor will inform LLSG as soon as it becomes aware of any changes in that or related legislation.

18.3 The Contractor warrants and undertakes to LLSG that the Contractor will provide all necessary personnel with adequate skills and required professional certification (where applicable) for the performance of the Contract. Upon request by LLSG, the Contractor shall provide evidence of certification and competency of the personnel assigned.

18.4 The Contractor shall keep the terms and conditions of the Contract, including subsequent variations or amendments Confidential.

19. CONTRACTOR'S PERSONNEL

19.1 If required by LLSG, the Contractor shall provide to LLSG the names and particulars (in such form as may be required by LLSG) of the personnel provided by the Contractor to perform the Contract.

19.2 The personnel provided by the Contractor to perform the Contract shall be subject to LLSG's approval. Where the Contractor has proposed such personnel in its Quotation Offer, LLSG's acceptance of the Contractor's Quotation Offer shall not constitute its approval of such personnel.

19.3 LLSG shall not be obliged to provide any reasons for objecting to any of the Contractor's personnel. If LLSG objects by notice in writing to any personnel provided by the Contractor to perform the Contract, the Contractor shall remove such person immediately and furnish a suitable and adequate replacement at no additional expense to LLSG within seven (7) days.

19.4 The Contractor undertakes not to change its personnel approved under this Clause 19 without LLSG's written consent, whose consent shall not be unreasonably withheld. All new or replacement personnel shall also be subject to the approval of LLSG. The Contractor shall not reduce the quality of its personnel if this may adversely affect the performance of the Contract, including the quality of the Goods.

20. FORCE MAJEURE

- 20.1 Neither Party shall be liable for any failure to perform its obligations under the Contract if the failure results from events which are beyond its reasonable control and without fault of the party seeking excuse hereunder ("Force Majeure Event") provided always that whenever possible the affected Party will resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For the purposes of this Contract, "Force Majeure Event" shall include but not be restricted to acts of God, fire, flood, earthquakes, war, acts of persons in subversive activity, terrorism, epidemics, pandemics, labour dispute (not due to the party relying on this clause) government or regulatory authority or any law or order of court which has effect on the party in question.
- 20.2 If the effect of the Force Majeure Event continues for a period exceeding thirty (30) days, LLSG may at any time thereafter give notice to the Contractor to terminate the Contract with immediate effect without being liable to the Contractor for damages or compensation.
- 20.3 If the Force Majeure Event occurs, the Contractor or LLSG (as the case may be) shall for the duration of such Force Majeure Event be relieved of any obligation under the Contract that is affected by the Force Majeure Event except that the provisions of the Contract shall remain in force with regards to all other obligations under the Contract which are not affected by the Force Majeure Event.
- 20.4 Failure of the Contractor's subcontractors or suppliers to perform their obligation shall not be regarded as event beyond the control of the Contractor.

21. DISPUTE RESOLUTION

- 21.1 In the event of any dispute or differences arising out of or in connection with or in relation to this Contract, including any question regarding the existence, validity, termination, application or interpretation of this Contract or any of its provisions, or any claim, disagreement or dispute arising out of or relating to this Contract or the breach thereof of any of its provisions, the Parties shall use their best endeavours to settle the dispute informally by agreement between the Parties. Parties shall always act in good faith and co-operate with each other to resolve any disputes.
- 21.2 Without prejudice to the generality of Clause 21.1, each Party agrees to work together in a timely manner to facilitate understanding, clarification and resolution of issues and to prevent unnecessary escalation of issues or delays in the resolution of disputes or differences arising out of or in relation to this Contract.
- 21.3 Notwithstanding anything in this Contract, if the dispute is not settled informally in accordance with Clause 21.1, no Party shall proceed to litigation or any other form of dispute resolution unless the relevant Parties have made reasonable efforts to resolve the same through mediation, in accordance

with the mediation rules of the Singapore Mediation Centre. A Party who receives a notice for mediation from any other Party or Parties shall consent and participate in the mediation process in good faith in accordance with this Clause 21. The Parties undertake to abide by the terms of any settlement reached. Failure to comply with this Clause 21 shall be deemed to be a breach of this Contract.

- 21.4 In the event that mediation is unsuccessful, the dispute shall be resolved either by reference to arbitration or by court proceedings as elected by any Party, by way of a written notice to the other relevant Party or Parties, which shall state the specific dispute to be resolved and the nature of such dispute. Should the Parties fail to agree to refer the dispute to arbitration, any of the Parties may institute an action in court; the Parties agree, in such event, to submit irrevocably to the non-exclusive jurisdiction of the Courts of the Republic of Singapore to settle any and all disputes in connection with this Contract.
- 21.5 Any reference to arbitration in Singapore shall be a submission to arbitration within the meaning of the Arbitration Act (Cap. 10) for the time being in force in Singapore. Such arbitration shall be conducted in the English language in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference into this Clause 21, except in so far as such Rules conflict with the express provisions of this Clause 21, in which event the provisions of this Clause 21 will prevail.
- 21.6 The arbitral tribunal shall consist of one (1) arbitrator to be appointed by mutual agreement between the Parties. Any Party may propose to the other relevant Party or Parties the name or names of one (1) or more persons, one (1) of whom would serve as the arbitrator. If no agreement is reached within thirty (30) days after receipt by one (1) Party of such a proposal from any of the other Parties, the arbitrator shall be appointed by the Appointing Authority.
- 21.7 The Appointing Authority shall be the President of the Court of Arbitration of SIAC.
- 21.8 Any decision or award of an arbitral tribunal appointed pursuant to this Clause 21 will be final and binding on the relevant Parties and the execution thereof may be entered into any court having jurisdiction.
- 21.9 Interest at the annual rate of six per cent (6%) per annum will be due and payable to the Party in receipt of an arbitration award from such date as the arbitration tribunal may decide until the date of payment to such Party.
- 21.10 The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.
- 21.11 For the avoidance of doubt, it is agreed that nothing in this Clause 21 shall prevent Customer from seeking urgent equitable relief before any appropriate court and the commencement of any dispute resolution proceedings shall in

no way affect the continual performance of Supplier's obligations under this Contract.

22. CONSORTIUM

- 22.1 As used in this Contract, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

Joint and Several Responsibility

- 22.2 Each member of the Consortium shall be jointly and severally responsible to the LLSG for the due performance of the Contract.

Addition of members to Consortium

- 22.3 Any introduction of, or changes to, Consortium membership must be approved in writing by LI.

- 22.4 Should additional member(s) be added to the Consortium at any time with the approval of LLSG, he or they shall be deemed to be included in the expression 'the Contractor'.

Withdrawal from Consortium

- 22.5 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or cease to exist in accordance with the laws of the country of incorporation:

- (a) this Contract shall continue and not be dissolved, and
- (b) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

23. DATA PROTECTION & SECURITY

- 23.1 The Contractor shall not, and shall ensure that all of its directors, officers, employees, servants, agents and Subcontractors do not, access, monitor, use or process personal data obtained or held in connection with the Contract, except as reasonably necessary to perform its obligations under the Contract.

- 23.2 The Contractor shall not, and shall ensure that all of its directors, officers, employees, servants, agents and Subcontractors shall not, disclose any personal data obtained or held in connection with the Contract without the prior written consent of LLSG. Any request for LLSG's consent under this Clause must include an explanation of why the proposed disclosure is necessary for the purposes of fulfilling the Contractor's obligations under the Contract.

- 23.3 The Contractor shall not cause or permit personal data obtained or held in connection with the Contract to be processed, stored, accessed or otherwise transferred outside Singapore, or allow parties outside Singapore to have access to it, unless with the prior written consent of LLSG and subject to such conditions as LLSG may impose. Any request for LLSG's consent under this Clause shall include an explanation of why the proposed transfer is necessary for the purposes of fulfilling the Contractor's obligations under the Contract. If consent is granted, the Contractor shall provide a written undertaking that the personal data which is transferred outside Singapore will be protected to a comparable standard as it is protected under the Personal Data Protection Act 2012.
- 23.4 The Contractor shall immediately notify LLSG when it becomes aware of a breach of any of the sub clauses in this clause itself or any Subcontractor.
- 23.5 The Contractor shall immediately notify LLSG as soon as it becomes aware that a disclosure of personal data may be required by law and cooperate at its own costs with LLSG's reasonable requests and directions.
- 23.6 The Contractor shall ensure that all personal data obtained or held in connection with the Contract and any copies thereof, regardless of the medium of storage, and which is no longer necessary for the purposes of its performance of the Contract is securely destroyed within seven (7) days. The Contractor shall furnish documentary evidence of such destruction to LLSG on demand. Any personal data that is retained by the Contractor after such personal data is no longer necessary for the purposes of its performance of the Contract, or without the written authorisation of LLSG, is a breach of the Contract. No later than seven (7) days from the termination or expiry of the Contract, the Contractor shall provide a written confirmation that it is no longer in possession of any personal data obtained or held in connection with the Contract or copies thereof, regardless of the medium of storage.
- 23.7 The Contractor shall take all reasonable measures to ensure that personal data held in connection with the Contract is protected against loss or damage (whether accidental or otherwise), and against unauthorised access, use, modification, disclosure or other misuse.
- 23.8 The Contractor shall, in respect of any personal data held by it in connection with the Contract, comply with any reasonable requests, directions or guidelines of LLSG relating to the handling of personal data.
- 23.9 The Contractor shall immediately notify LLSG when it becomes aware of a breach of this clause by itself or any of its Subcontractor.
- 23.10 Definitions

For the purposes of this Clause 23, the words "personal data" shall have the same meaning in the Contract as its definition in the Personal Data Protection Act 2012 (No. 26 of 2012).

24. INSURANCE

24.1 The Contractor:

- (a) shall at all times, at its cost and expense, procure and maintain with reputable licensed insurers, the insurance coverage as set out in Schedule 1;
- (b) shall, if required by LLSG, deliver to the LLSG evidence that the Contractor has maintained each of the insurances required to be maintained under this Clause; and
- (c) shall, and shall use its best endeavours to procure that the insurer shall, give to the LLSG at least fourteen (14) days' (or such shorter period as may be agreed between the Contractor and the LLSG) prior notice of any cancellation or material change.

24.2 Each of the insurances required to be maintained under this Clause 24 shall:

- (a) be taken out in the joint names of the Contractor and LLSG or, be noted, by endorsement on such insurances (in such form as may be reasonably acceptable to LLSG), with the interest of LLSG;
- (b) name LLSG as loss payee or beneficiary;
- (c) acknowledge that the Contractor is the sole party liable to pay the premiums in respect thereof; and
- (d) provide that such insurances may not be altered or amended without the prior consent in writing of LLSG.

24.3 The Contractor shall at its costs and expense ensure that its Subcontractor takes up such insurance policy as determined by LLSG in its sole discretion for the performance of the Subcontractor under this Contract.

25. MISCELLANEOUS

25.1 A waiver of any right or remedy under this Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by LLSG to exercise any right or remedy provided under this Contract by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract by law shall preclude or restrict the further exercise of any such right or remedy.

25.2 This Contract shall be binding on and shall inure to the benefit of each of the Parties' successors and permitted assigns. Any reference in this Contract to either of the Parties shall be construed accordingly.

- 25.3 No remedy conferred by any of the provisions of this Contract is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by LLSG shall not constitute a waiver by such Party of the right to pursue any other available remedies.
- 25.4 If any provision of this Contract is held to be illegal, invalid or unenforceable in whole or in part in any jurisdiction, this Agreement shall, as to such jurisdiction, continue to be valid as to its other provisions and the remainder of the affected provision, and the legality, validity and enforceability of such provision in any other jurisdiction shall be unaffected.
- 25.5 This Contract contains the entire and whole agreement between the Parties relating to the subject matter of the Contract.
- 25.6 Clauses 6, 8, 10, 11, 13, 14, 16, 17, 18, 20 ,21,23, 24 and 25 shall survive the termination or expiration of this Contract.

SCHEDULE 1

INSURANCES

The Contractor shall purchase insurance from reputable, accredited insurance company licensed or otherwise authorised by MAS to carry on the relevant insurance business in Singapore. Except for Work Injury Compensation Insurance, all policies must include the following parties as **Additional Insured**:

- the Employer/Landlord, Lifelong Learning Singapore Pte. Ltd. (LLSG)

and

- the Contractor

The Contractor shall be solely responsible for the payment of all premiums, deductibles and other costs associated with the insurance policies required under this Contract.

The Employer shall not be under any liability to the Contractor for any loss to the Contractor that may arise from any deficiencies in any of the insurances taken out on his behalf. Any liability, cost or expense arising out of the failure by the Contractor to maintain insurance shall be for the sole account of the Contractor.

The Contractor shall procure and maintain the following insurance policies throughout the applicable period under the Contract:

- a. Work Injury Compensation Insurance;
- b. Contractors' All Risks Insurance, including Third Party Liability cover; and
- c. such other insurance as may be required under applicable laws or the Contract.

The Contractor shall, prior to commencement of the Works, provide the Employer with copies of the relevant insurance policies, certificates of insurance and/or other documentary evidence satisfactory to the Employer confirming that the required insurance coverage is in force. The Contractor shall, upon request by the Employer, provide evidence that such insurance remains valid throughout the required period.

Notwithstanding the stipulated limit of indemnity the Contractor shall be liable for and shall indemnify the Employer against any expenses, claim or proceedings, etc. All damages to be reinstated to the satisfaction of Employer.

Except for Work Injury Compensation Insurance, all insurance policies shall be in the joint names of the Employer, Contractor and sub-contractors of any tier. Other than in respect of Work Injury Compensation insurance, the insured Employer, Contractor and sub-contractors shall include their respective directors, officers and employees. The policies shall cover the Contract Period, plus the twelve (12) months Defects Liability Period.

The Contractor shall procure and maintain Work Injury Compensation Insurance in accordance with the Work Injury Compensation Act 2019 and any amendment, re-enactment or replacement thereof.

The policy shall include a waiver of subrogation in favour of Lifelong Learning Singapore Pte. Ltd. (LLSG), to the extent permissible under the applicable policy terms and statutory requirements.

The Contractor shall ensure that its subcontractors of any tier maintain the necessary Work Injury Compensation Insurance in respect of their respective employees engaged in connection with the Works.

The insurance shall, where applicable, cover the Employer's vicarious liability at common law arising from death, illness or injury to employees of the Contractor and/or its subcontractors in connection with the carrying out of the Works.

The Contractor's All Risks policy shall provide cover in respect of physical loss or damage to the Contract Works on an "all risks" basis and shall also cover the legal liability of the insured parties for accidental damage to third party property and/or accidental bodily injury to third parties arising from the carrying out of the Contract Works at a limit of \$1 million any one occurrence, unlimited any one period.

The Third Party Liabilities Insurance shall cover any injury to any person fatal or otherwise and any loss of or injury or damage to any property caused or arising out of or in the course of the construction of the Works as spelt out in the policy.

The cover under the Contractor's All Risks policy in respect of physical loss or damage shall be extended to include loss or damage to existing property of the Employer including but not limited to the existing building, structures, finishes, fixtures, fittings, equipment, artefacts, property on display and other contents caused by the carrying out of the Contract Works to an insured sum of \$1,000,000.

The cover for legal liability to third parties for accidental property damage and/or accidental bodily injury shall include a specific extension acknowledging that representatives of the Building and Construction Authority and all other relevant Authorities who are on Site and also inspectors, auditors and/or other persons exercising their respective duties, functions and powers in compliance with the Workplace Safety and Health Act and/or its Regulations are regarded as third parties under the terms of the insurance policy.

The policy shall include:

(i) a waiver of subrogation in favour of Lifelong Learning Singapore Pte. Ltd.; and

(ii) a cross liability clause, whereby each insured party shall, as far as the policy permits, be treated as if a separate policy had been issued to each insured party, subject always to the overall limits of indemnity under the policy.

Any insurance required under the Contract shall not relieve the Contractor of, or limit, any liability, obligation or responsibility of the Contractor under the Contract.

REQUIREMENT SPECIFICATION

DISMANTLING AND REMOVAL OF LEVEL 3 MEDIA WALL AT LIFELONG LEARNING INSTITUTE

1. General Scope of Contractual Requirements

- 1.1 The scope shall include the complete dismantling and removal of the existing Level 3 LED Media Wall, including all LED panels/modules, display equipment, associated frames, structural/supporting members, brackets, anchors, fixings, cables, conduits, data cabling, electrical accessories and all other components associated exclusively with the media wall, unless otherwise instructed by the Employer. All affected surfaces and areas shall be properly made good and reinstated to a safe, neat and serviceable condition to the Employer's satisfaction.
- 1.2 **Structural supports/framework:** all steel frames, brackets, anchors, base plates and secondary supporting structures associated with the media wall are to be removed unless instructed otherwise.
- 1.3 **Electrical termination:** Require the electrical supply to be properly isolated, disconnected, terminated and made safe by a qualified electrical worker/LEW where applicable.
- 1.4 The contractual sum shall be deemed inclusive of all labour, materials, lifting equipment, transport, statutory submissions, nightworks premiums, insurances, and ancillary provisions necessary to complete the works.
- 1.5 No subsequent claims for variations, schedule extensions, or hidden costs shall be entertained for omissions that could reasonably have been foreseen by an experienced contractor.

2. Site Inspection and Verification and Pre-Commencement Obligations

- 2.1 While the Employer may furnish existing structural and electrical drawings for reference, such documents are strictly indicative.
- 2.2 The Contractor shall execute comprehensive on-site measurements and quantify the precise extent of the dismantling scope prior to tender submission.
- 2.3 Commencing physical works is explicitly prohibited until the Contractor has independently verified all site realities.
- 2.4 Pre-commencement submissions such as **method statement, risk assessment, Safe Work Procedures, work programme, lifting plan, equipment/scaffold certificates, workers' competency certificates, insurance certificates and relevant PE/LEW submissions where applicable must be submitted to the Employer prior to the commencement of Works.**
- 2.5 The contractor shall submit a detailed work programme, including mobilisation, protection, dismantling, disposal, making good and handover.

REQUIREMENT SPECIFICATION

3. Statutory Compliance and Authority Approvals

- 3.1 All proposed methodologies and physical executions must be in full compliance with the prevailing statutes of Singapore. This encompasses stringent adherence to the Workplace Safety and Health (WSH) Act, Ministry of Manpower (MOM) directives, and specific Work at Heights (WAH) regulations.
- 3.2 Should the dismantling methodology necessitate Professional Engineer (PE) design endorsements or clearances from statutory boards and relevant authorities, the Contractor shall secure these approvals entirely at their own expense. Copies of all endorsed documentation and permits must be formally submitted to the Employer prior to site mobilization.

4. Insurance Coverages and Indemnity

- 4.1 Before any personnel or equipment mobilize on-site, the Contractor must furnish valid certificates of insurance. This must explicitly include Contractor's All Risks (CAR) and Third-Party/Public Liability policies tailored to the project's risk profile and satisfactory to the Employer. The Contractor shall refer to *Schedule 1: Insurances* in the Conditions of Contract.
- 4.2 The Contractor shall wholly indemnify the Employer against any claims arising from injury, loss, or property damage resulting from the execution of the works.

5. Operational Constraints and Working Hours

- 5.1 The premises will maintain fully operational throughout the stipulated contract period. Consequently, the emission of excessive noise, structural vibration, or heavy hacking works during operating hours is strictly prohibited.
- 5.2 The Contractor must restrict all noise-generating and disruptive activities to approved after building operation hours or nightworks, bearing all associated scheduling and labour costs.

6. Access Logistics and Asset Protection

- 6.1 The subject media wall is situated on an open terrace at Level 3. The Contractor is required to engineer, provision, and absorb the cost of all necessary access equipment such as scaffolding, spider lifts, gondolas, or otherwise required to safely execute the works.
- 6.2 Stringent protective provisions must be established to protect adjacent architectural facades, terrace decking, and existing structures from impact or collateral damage during the dismantling process. Adequate hoarding and physical impact protection around the work area is mandatory requirements.

REQUIREMENT SPECIFICATION

- 6.3 Dismantling and removal works must not obstruct fire escape routes, hose reels, sprinklers, detectors, smoke curtains or other fire safety systems.

7. Mechanical & Electrical (M&E) Termination Protocols

- 7.1 The Contractor shall carry out scanning/checking for existing concealed electrical/data/other services before drilling, cutting, termination or removal where relevant to avoid any disruption to the building operation.
- 7.2 The Contractor shall safely disconnect, isolate, terminate and make safe all electrical supplies, data cabling and associated services serving the media wall. All electrical works shall be carried out by appropriately qualified personnel and, where required, under the supervision or endorsement of a Licensed Electrical Worker (LEW).

8. Debris Removal and Legal Disposal

- 8.1 The Contractor shall be solely responsible for the removal, transportation and lawful off-site disposal of all debris, e-waste, mounting brackets, fixings, cables and other components arising from the dismantling and removal of the media wall. All waste shall be properly segregated, handled, transported, recycled and/or disposed of, as applicable, in accordance with prevailing National Environment Agency (NEA) requirements and all other applicable statutory requirements.
- 8.2 The work area and all affected access routes shall be maintained in a clean and safe condition throughout the works. All debris and waste shall be cleared regularly and shall not be allowed to accumulate or obstruct any common area, access route or means of escape.
- 8.3 Where required by the Employer, the Contractor shall provide documentary evidence of the lawful disposal and/or recycling of e-waste and other regulated waste arising from the works.

9. Completion Inspection and Handing Over

- 9.1 The Contractor shall arrange joint inspection with the Employer upon completion after removal of temporary protection/hoarding, cleaning and submission of completion documents before the works are considered complete.

10. Contract Period and Completion

- 10.1 The Contractor shall state in its quotation the proposed duration required to complete the entire Works. The proposed duration shall be subject to the Employer's acceptance and shall thereafter form part of the Contract.

REQUIREMENT SPECIFICATION

- 10.2 Prior to commencement, the Contractor shall submit a detailed work programme for the Employer's approval, indicating the proposed sequence of works, working hours, key activities and completion date. The programme shall take into account the continued operation of the building and any restrictions imposed by the Employer.
- 10.3 The Works shall only be considered complete upon satisfactory completion of all dismantling, removal, disposal, making good and reinstatement works; clearance of all debris, equipment and temporary protection; submission of all required completion documents; and final inspection and acceptance by the Employer.
- 10.4 The Contractor shall promptly rectify, at no additional cost to the Employer, any outstanding defects, damage or incomplete works identified during the final inspection.

11. Defect Rectification and Making Good

- 11.1 The Contractor shall assume liability for any defects, faults, or localised damage inflicted upon the property including but not limited to glass panels, structural or facade cladding, or waterproofing membranes arising from the execution of the works. Rectification and making good of such damages shall be performed by the Contractor at zero additional cost to the Employer. All such remedial works must be executed with immediate urgency to preclude any overrun of the overarching contract timeline.

EVALUATION CRITERIA

1. Contractors must first satisfy the following critical criteria before their Quotation proposal will be shortlisted for further evaluation.

A. Critical Criteria

- (i) The Contractor must not have been issued with Stop Work Order (Full) by the Ministry of Manpower within preceding 6 calendar months from the date of Invitation to Quote closing;
- (ii) The Contractor must have minimum BizSAFE Level 3 certified by the Workplace Safety and Health Council and other accreditations.

*** These are the Critical Criteria. Quotation proposals that do not meet these critical criteria shall be not be evaluated further.**

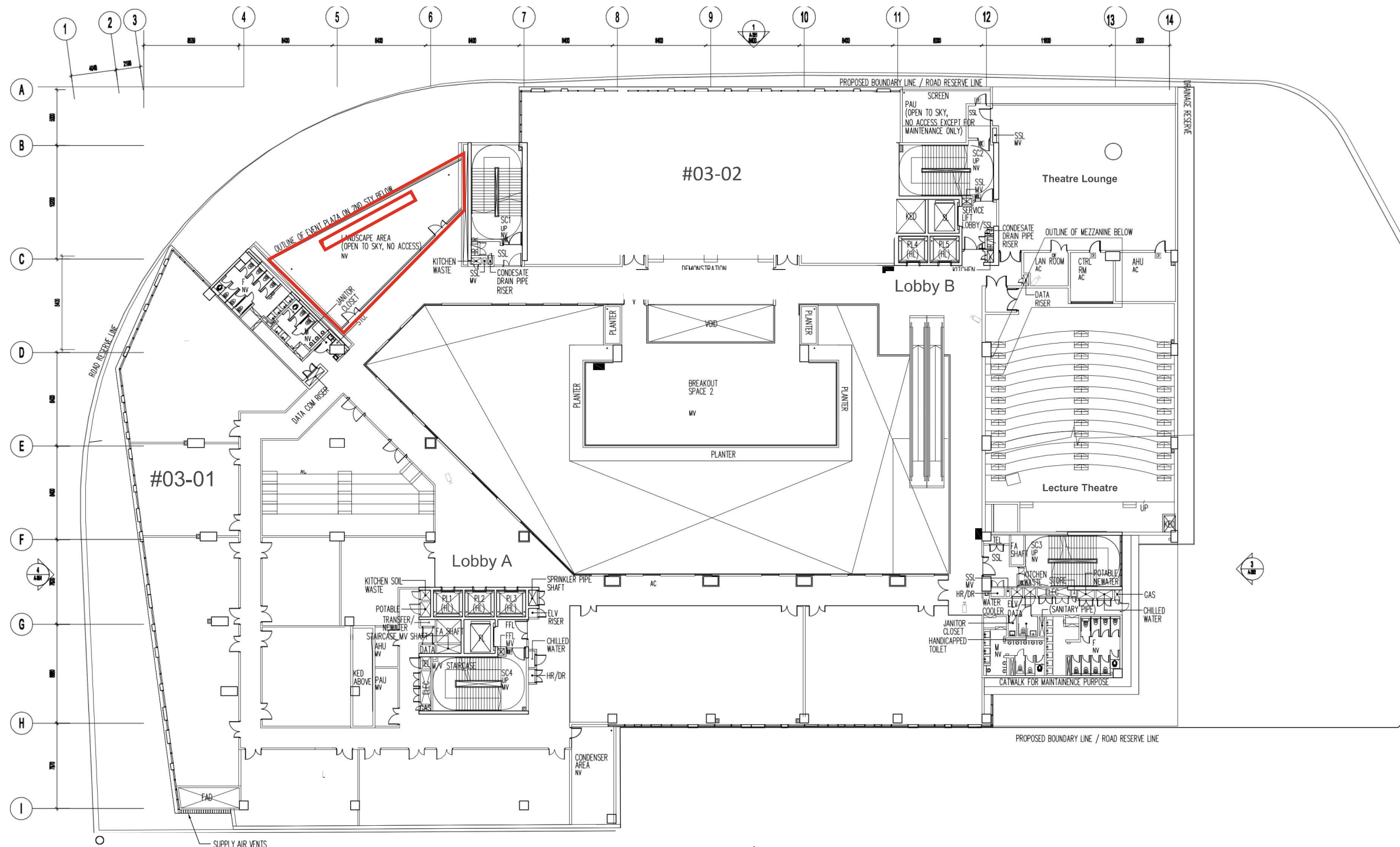
Contractors who meet all the critical criteria stated above will proceed to the next stage of evaluation, which will be based solely on price (100%).

DISMANTLING AND DISPOSAL OF LEVEL 3 MEDIA WALL AT LIFELONG LEARNING INSTITUTE

Price Schedule

**The approximate dimensions/quantity provided in the price schedlue shall be taken as a guide,*

Item	Description	Amount (\$)
1	Demolition of existing outdoor LED Media Wall including the support structure and surrounding planter boxes at Level 3, Lifelong Learning Institute	
	Supply labour, tools and transporation to demolish, remove and disposal including clearing of debris off site for Existing outdoor Media Wall Overall Size approximately 11m (W) x 7.5m (H) x 1.3m	
	Including Preliminaries	
A	Protection	
B	Insurance, Safety Documents, Project and Safety Management, etc.	
C	Erection of full height scaffolding with P.E. certification	
D	Demolition work including LED cabinets, mild steel structures, aluminium cladding, concrete, footing, planter boxes, electrical D/B, Cabling, etc.	
E	Disposal of Debris Off site	
F	Termination of all electrical points and data cables from the media wall	
G	Any other preliminaries and works deem necessary and included in the contract.	
	Total	



3RD STOREY PLAN
SCALE 1:200

DATE OF ISSUE
AUG 2011

FERNER (S.E.A) PTE LTD

TENDER DRAWING

[illegible]

0	OR 1:ND:R	AUG '11	1A	DFF/LSS
Rev. No.	Description Revision	Date	Drawn By	Checked By

Client :	
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Singapore Workforce Development Agency

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SAA ARCHITECTS PTE LTD

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M&E Consulting Engineers :

Beca
Beca Carter Hollings & Ferner
(S.E. Asia) Pte Ltd.
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Scale	1:200	Checked	DFF/LSS
Date	AUG '11	Job Manager	LSS
Drawn	IA	Job Director	CKBC
File Name :	5831393-S204	OP	JT

Project :

PROPOSED ELECTRICAL SERVICES FOR
PROPOSED ERECTION OF A 8-STOREY DEVELOPMENT OF NATIONAL
CONTINUING EDUCATION AND TRAINING (CET) EAST CAMPUS WITH
BASEMENT ON LOTS 6949K(P.T), 6954X(P.T), 6956C(P.T), 6958W(P.T),
6950T(P.T) & 6960M(P.T) MK 23 AT PAYA LEBAR ROAD /
EUNOS AVENUE 5 / EUNOS ROAD 8 (PAYA LEBAR PLANNING AREA)

Service :

ELECTRICAL SERVICES

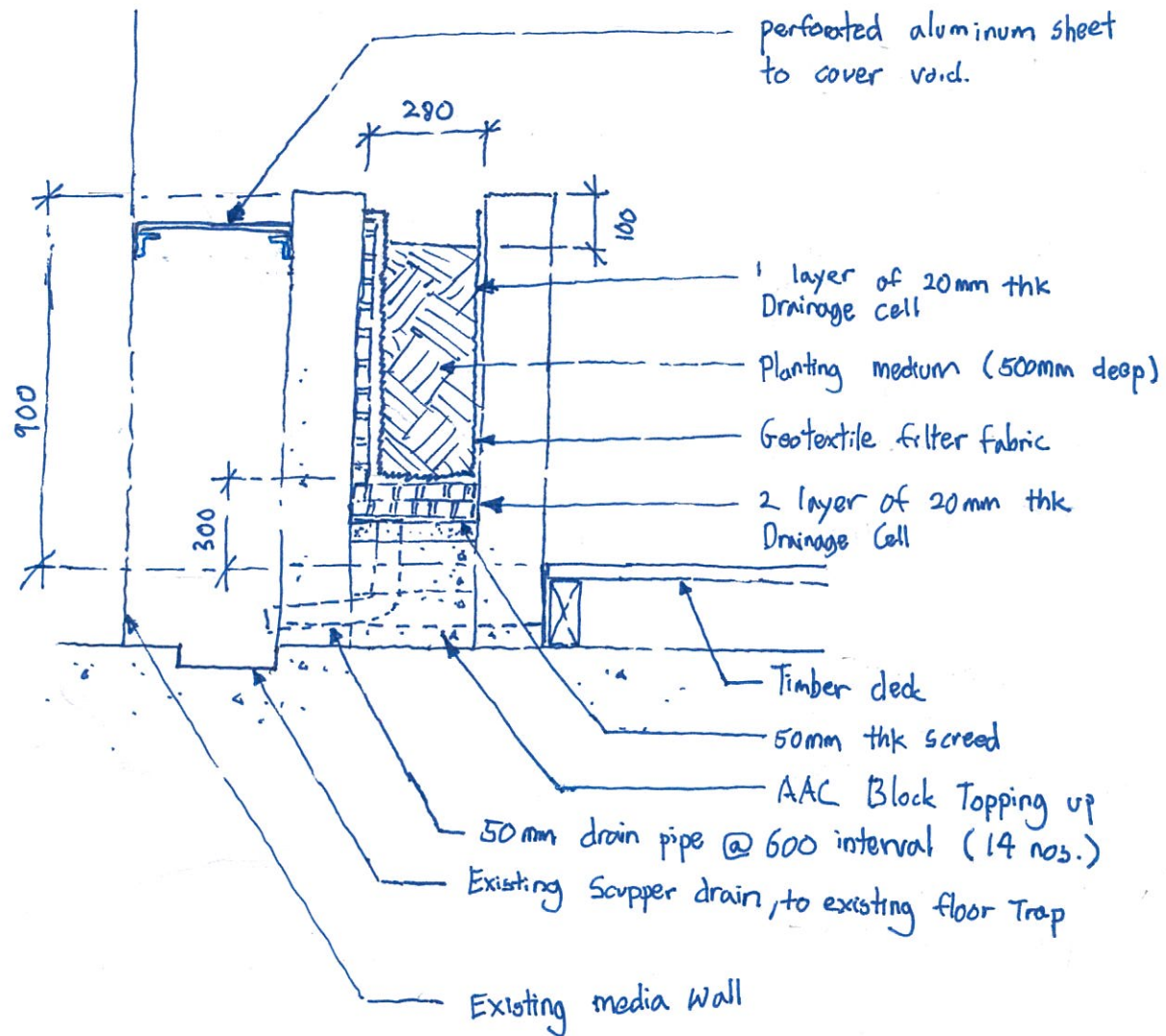
title :	
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3RD STOREY PLAN SECURITY SYSTEM LAYOUT

Drawing No. :

5831393/S-204

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SECTION A-A

DISMANTLING AND DISPOSAL OF LEVEL 3 MEDIA WALL AT LIFELONG LEARNING INSTITUTE

This document is a mandatory document and is required at the point of submission. Omitting this document will be considered as incomplete submission and may not be shortlisted for the evaluation.

(1) Document Submission Checklist

No.	Documents	Tick
1	Form of Quotation	
2	Price Schedule	
3	Submission Checklist	

(2) Compliance to Requirement Specifications

S/N	Description	Compliance [Y/ N]	Remarks (if any)
1	Complete Compliance with Requirement Specifications. <i>*Contractor to specify where deviations are and justify them.</i>		