



**S.E.A. FOCUS**

An STPI Project

SEAF2021/002

**INVITATION TO TENDER FOR PHOTOGRAPHY AND VIDEOGRAPHY FOR S.E.A. FOCUS 2021**

**10 December 2020**

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## Tender Notice

Tender Ref. No. :	SEAF2021/002
Publication Date :	10 December 2020
Description :	Invitation To Tender for Photography and Videography for S.E.A. FOCUS 2021.
Closing Date and Time :	24 December 2020, 12pm.
Offer Validity Duration :	3 months
Publication of Tender Documents:	On S.E.A FOCUS 2021 Website, <a href="http://seafocus.sg/call-for-tender/">seafocus.sg/call-for-tender/</a>
Employer's Representative:	Name: Toni Cuhadi Contact: <a href="mailto:toni@stpi.com.sg">toni@stpi.com.sg</a> Address: STPI, 41 Robertson Quay, Singapore 238236
STPI does not bind itself to accept the lowest or any Offers and is not under any obligation to inform any Tenderer of the reasons for non-acceptance of an Offer.	

SEAF2021/002

10 December 2020

To The Tenderer,

Dear Sir / Mdm,

**SEAF2021/002**

**INVITATION TO TENDER for PHOTOGRAPHY AND VIDEOGRAPHY FOR S.E.A. FOCUS 2021**

1. STPI invites Tender Offers for the goods and/or services described in detail in the Requirement Specifications and on the terms set out in the Tender Documents as a whole.
2. This Invitation to Tender comprises of the following Tender Documents:
  - This Covering Letter
  - Section A Instructions to Tenderers
  - Section B Requirement Specifications
  - Section C Evaluation Criteria
  - Section D Conditions of Contract
  - Section E Payment Schedule
  - Section F Prescribed Forms
  - Appendix A Price Breakdown/SOR template
3. Please refer to the Instructions to Tenderers in Section B and the Prescribed Forms for the mode(s) of submission for Tender Offers and the forms to be used. Tenderers must submit their Tender Offers by the Closing Date, which is at **12 p.m. on 24 December 2020**.
4. The Tender Offer will be evaluated based on the Evaluation Criteria set out in Section C.
5. Tenderers who wish to seek clarifications on the Invitation to Tender shall submit their written request by 14 December 2020, 6pm to STPI at [toni@stpi.com.sg](mailto:toni@stpi.com.sg)
6. STPI does not bind itself to accept the lowest or any Tender Offers.

Yours faithfully,



**Emi Eu**  
**Executive Director**  
**STPI**

## **SECTION A: INSTRUCTIONS TO TENDERERS**

### **1. Definitions**

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

- (a) **"STPI"** means Singapore Tyler Print Institute, the organiser of S.E.A. Focus.
- (b) **"Closing Date"** means the time and the date referred to in the Covering Letter, which is the deadline for submission of Tender Offers.
- (c) **"Invitation to Tender"** means the invitation to participate in this Tender and comprises all the Tender Documents referred to in the Covering Letter.
- (d) **"Tender Offers"** means the submissions made by Tenderers in response to the Invitation to Tender to provide the Services under this Contract.
- (e) **"Tender Price"** means the total price stated in the Form of Tender for the provision of goods and/or services required under this Invitation to Tender.
- (f) **"Tenderers"** means the persons invited to submit Tender Offers to provide the goods and/or services required under this Invitation to Tender.

All other capitalised terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

### **2. Evaluation Criteria**

- 2.1 Tenderers can participate in this Invitation to Tender only if not under any debarment from any of STPI tenders on or after the Closing Date.
- 2.2 Tenderers who do not meet any critical criteria under the Evaluation Criteria are liable to be disqualified at STPI's discretion.

### **3. Submission of Tender Offers**

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

<b>The following documents/information shall be submitted using tender box</b>	
i.	Form of Tender
ii.	Schedule of Persons Empowered to Act
iii.	GST Status
iv.	List of Relevant Track Record in the Last 3 Years
v.	Information on Major Shareholders
vi.	Price Breakdown / Schedule of rates (Appendix A)
vii.	Draft Implementation Plan
viii.	Payment schedule (Section E)
ix.	Any other written proposals required under the Requirement Specifications if a softcopy is specified in the Design Requirements (Section B)
x.	Any other supporting documents/materials that are in softcopy

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

3.3 Where Tender Offers or parts of Tender Offers are submitted using the tender box:

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

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

3.5 Tenderers must submit all items listed, otherwise the submission will be disqualified.

#### **4. Language**

4.1 Tender Offers and all supporting technical data and all documentation submitted as part of the Tender Offer must be written or properly translated into the English language.

#### **5. Compliance with Instructions and Forms**

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

- (a) Are not in accordance with the instructions; or
- (b) Vary any of the prescribed forms,

are liable to be disqualified at STPI's discretion.

#### **6. Validity Period**

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

#### **7. Withdrawal of Tender Offers**

7.1 Any Tenderers that withdraw Tender Offers after the Closing Date are liable to be debarred from STPI's future Tenders.

#### **8. Acceptance of Tender Offers**

8.1 STPI shall be under no obligation to accept the lowest of any Tender Offer.

- 8.2 STPI shall have the right to accept parts of Tender Offers from one or more Tenderers except in the case of Tenderers that expressly stipulate to the contrary in their Tender Offers.
- 8.3 The issuance by STPI of a Letter of Acceptance and/or Purchase Order accepting a Tender Offer or parts of a Tender Offer (subject to Sub-Clause 8.2) shall create a binding contract for the provision of the goods and/or services required under this Invitation to Tender and to the extent accepted in the Letter of Acceptance and/or Purchase Order. The effective date of the Contract shall be the date of the Letter of Acceptance and/or the Purchase Order. The appointment of the successful Tenderer(s) for the provision of the goods and/or services shall be governed by the terms of the Contract (as defined in the Conditions of Contract).
- 8.4 The Letter of Acceptance and/or Purchase Order may be issued to the successful Tenderer(s):
- (a) By post to the address of the successful Tenderer(s) as set out in the Tender Offer
  - (b) By hand to the address of the successful Tenderer(s) as set out in the Tender Offer.
- 8.5 STPI may, at its sole discretion, require the successful Tenderer(s) to sign a written agreement.
- 8.6 STPI is not under any obligation to inform any Tenderer of the reasons for non-acceptance of a Tender Offer.

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

- 9.1 Nothing in this Contract shall affect any person's right to own or licence Background IP.
- 9.2 All Foreground IP created by the Contractor, its employee, subcontractor, supplier or agent shall vest in and be owned absolutely by STPI. The Contractor shall do all things necessary to ensure that all Foreground IP is assigned to STPI absolutely; including the execution all such documents as may reasonably be required in order to perfect, protect or enforce any of the Foreground IP assigned and granted to STPI.
- 9.3 The Contractor shall obtain for and grant to STPI and its agent, free of any additional charge, a worldwide, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Contractor, its employee, subcontractor, supplier or agent.
- 9.4 For the avoidance of doubt, any IP in any results, report, data or information generated or produced by the Contractor, STPI or another person on behalf of STPI as a result of this Contract shall vest in and be owned absolutely by STPI.
- 9.5 If the Contractor, its subcontractor, supplier or agent, intends to sell or transfer their Background IP, the Contractor shall give written notice to STPI of such intention and shall include, and shall cause its subcontractor, supplier or agent to include, in the sale or transfer an assignment of the licence of the Background IP granted to STPI under this Contract to the purchaser of the Background IP and every successor in title to the interest in the Background IP.
- 9.6 If any licence granted or obtained for Background IP under Clause 9.3 is registrable under any IP registration system in Singapore, the Contractor shall:
- (a) register the licence under the IP registration system in Singapore at its own cost; and
  - (b) deliver copies of documentary proof of such licence registration to STPI as soon as possible.

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

## **10. Samples**

10.1 Where the Invitation to Tender states that samples of good(s) or any other item(s) are to be submitted; such samples shall be:

- (a) Delivered at the sole cost of the Tenderers;
- (b) Delivered to the place stipulated on the date or by the deadline stipulated;
- (c) Delivered in such numbers for each of the good(s) or item(s) as stipulated; and
- (d) Marked clearly with the:

- (i) Tender reference number (from the Covering Letter);
- (ii) Description of the good or item concerned; and
- (iii) Name of the Tenderer concerned.

10.2 When submitting samples, Tenderers shall indicate in writing whether the samples are to be returned (subject to Sub-Clause 10.3). If no such indication is given, STPI shall not be obliged to return any samples. STPI may, at its sole discretion, decide to return the samples at its own costs or give the Tenderer written notification to collect the samples. STPI shall have the right to dispose, in any way and without payment of compensation, of any samples that Tenderers fail to collect after being given written notification to do so.

10.3 Where the Invitation to Tender states that samples may be subject to destructive testing, samples subjected to destructive testing need not be returned to the Tenderer notwithstanding Sub-Clause 10.2.

10.4 Where samples are required, the failure to provide the samples in the manner stipulated in the Invitation to Tender may render the Tender Offers concerned liable to disqualification at STPI's discretion.

## **11. Alteration, Erasures and Illegibility**

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

## **12. Expense**

12.1 No expense incurred by Tenderers in the preparation of Tender Offers shall be borne by STPI.



### **13. Tender Price and Goods and Services Tax**

- 13.1 Tenderers must satisfy themselves before submitting any Tender Offers as to the correctness and sufficiency of their Tender Price for the execution and complete provision of all goods and/or services required under this Invitation to Tender. In this regard, Tenderers shall:
- (a) Notify STPI in writing of any ambiguity, inconsistency or omission in or between any of the Tender Documents; and
  - (b) Seek clarification on the same from STPI by the stipulated period as indicated in the Covering Letter.
- 13.2 The Tender Price set out in the Tender Offer shall be deemed to have included the delivery of all goods and/or the performance of all services to meet the Requirement Specifications in full. This is so regardless of whether such goods and/or services have actually been listed or priced in any breakdown of the Tender Price or in any other part of the Tender Offer. The price of anything not specifically listed or priced shall be deemed to have been included in the other price(s) actually set out in the Tender Offer.
- 13.3 The Tender Price and all breakdowns of the same proposed in Tender Offers must exclude any Goods and Services Tax (“**GST**”) chargeable for the supply of goods and/or services required under this Invitation to Tender.

### **14. Export Approval**

- 14.1 Tenderers shall clearly indicate in their Tender Offers if there is any requirement for:
- (a) End-user certificates or statements from STPI; or
  - (b) Separate agreements between STPI and the Tenderer concerned or third parties, or
  - (c) To satisfy any export requirements of any foreign government/country.

### **15. Consortiums**

- 15.1 As used in this Invitation to Tender, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.
- 15.2 The following shall apply if a Tender Offer is submitted by a Consortium:
- (a) Each member of the Consortium shall be a business organization duly organized, existing and registered under the laws of its country of domicile.
  - (b) No Consortium shall include a member which has been debarred from STPI tenders and Tenders.
  - (c) After the submission of the Tender Offer, any introduction of, or changes to, Consortium membership must be approved in writing by STPI.
  - (d) In the case of Consortiums, the following documents must be submitted with the Tender Offer:
    - (i) A certified copy of the consortium or partnership agreement, signed by all members of the Consortium.
    - (ii) Documentary proof must be provided that there is a Lead Member which is authorised by all members of the Consortium to sign and submit the Tender Offer, receive instructions, give any information, accept any contracts and act

for and on behalf of all the members of the Consortium. The documentary proof could be in the form of:

- (1) Relevant provision(s) in the certified copy of the consortium or partnership agreement, or
  - (2) Certified copies of powers of attorney from each members of the Consortium.
- (e) The Tender Offer must be submitted by the Lead Member.
- (f) Information must be submitted with respect to:
- (i) The legal relationship among the members of the Consortium;
  - (ii) The role and responsibility of each member of the Consortium; and
  - (iii) The address of the Consortium to which STPI may send any notice, request, clarification or correspondence.
- (g) If STPI awards the Contract to a Consortium:
- (i) The Letter of Acceptance and/or Purchase Order may be handed to or posted to the address of the Lead Member of the Consortium given in the Tender Offer.
  - (ii) The issue by STPI of a Letter of Acceptance and/or Purchase Order shall create a contract that is binding on all the members of the Consortium for the provision of the goods and/or services required under this Invitation to Tender and to the extent accepted in the Letter of Acceptance and/or Purchase Order. The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract).
  - (iii) Each member of the Consortium shall be jointly and severally responsible to STPI for the due performance of the Contract.
  - (iv) If any member of the Consortium withdraws from the Consortium or is adjudicated a bankrupt, or goes into liquidation in accordance with the laws of the country of incorporation, then the surviving member(s) of the Consortium shall be obliged to carry out and complete the performance of the Contract.

## **16. Clarifications**

- 16.1 If STPI sends a written notice to any Tenderers to clarify any aspect of their Tender Offers, the Tenderers concerned must provide full and comprehensive responses within 7 days of the date of the written notice. For the avoidance of doubt, this may include the request for the submission for missing documents or information that may be required by STPI for this Invitation to Tender provided that no Tenderer shall, in any case, be permitted to amend the proposed Tender Price already submitted.

## **17. Demonstration of capabilities**

- 17.1 Tenderers shall at their own expense, at the written request of STPI, prepare and conduct demonstrations/presentations in Singapore to substantiate the claims and proposals in their Tender Offers. The time, date and venue for any such demonstrations/presentations shall be determined by STPI.

**18. Shortlisting**

- 18.1 STPI reserves the right to shortlist Tenderers in accordance with the criteria set out in the Invitation to Tender and give those so shortlisted the opportunity to submit new Tender Offers on the basis of revised requirements on the part of STPI. The submission of new Tender Offers shall be in accordance with a common deadline and new submission instructions issued by STPI in writing.
- 18.2 The new Tender Offers received based on the revised requirements must be complete and comprehensive and shall form the basis of the final Tender Offer evaluation. All Tender Offers received earlier shall be treated as lapsed.

**19. Confidentiality**

- 19.1 Except with the consent in writing of STPI, Tenderers shall not disclose any Confidential Information received from STPI to any third parties, including this Invitation to Tender, the provisions of the Tender Documents, and any information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of STPI.

**20. Applicable Law**

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

**21. Amendment to Invitation to Tender**

- 21.1 STPI reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Tender at any time prior to the Closing Date. Any amendments and supplementary terms issued by STPI shall be deemed incorporated into the Contract and be binding on the Tenderers as of the date of issuance.
- 21.2 Any amendments or issue of supplementary terms to the Invitation to Tender made pursuant to Sub-Clause 21.1 shall be issued through email or on the S.E.A. Focus website and it shall be the responsibility of the Tenderers to check email, facsimile or website on a frequent basis for any such amendments or issue of supplementary terms to the Invitation to Tender.
- 21.3 No oral representation shall be:
- (a) Accepted or construed as amending or being supplementary to the terms of the Invitation to Tender, or
  - (b) Binding on STPI.

**22. Notification**

- 22.1 Tenderers should note that notification may not be sent to unsuccessful Tenderers by STPI.

## **SECTION B: REQUIREMENT SPECIFICATIONS**

Due to border restrictions, the inability for international VIPs to fly to Singapore for S.E.A Focus 2021 and Singapore's Safe Distancing Guidelines, physical events have been scaled down and more programmes have to be brought online.

Other than physical VIP events to engage with the community in Singapore, parallel online programmes will be made available for the audiences physically outside of Singapore. To achieve this, STPI intends to engage a photography and videography team to record the VIP events, and making these videos available online for the international audiences. The local audiences will also benefit from these online programmes, as Singapore's Safe Distancing Guidelines will limit the number of VIPs that can attend the physical VIP events.

Both photography and videography will record footage for S.E.A Focus 2021 Curated: *hyper-horizon*, and S.E.A Focus 2021 VIP Programmes taking place in Singapore, both within and beyond S.E.A. Focus Curated.

<b>Project</b>	<b>Expected Timeline</b>	<b>Key Deliverables</b>
<b>1 Event photographer</b>	Event Dates: 20 – 31 January 2021	60 edited photographs to be delivered by the end of each day for social media/ press releases  Final delivery: 300-450 photographs for our archival
<b>1 Opening Highlight Video</b> featuring installation and behind-the-scenes footage	Shooting dates: 16 – 18 Jan (3 full days, 8 hours each)  First draft: 19 Jan, 1800h Delivery: 20 Jan, 1500h	1x 3 min highlight video, includes: <ul style="list-style-type: none"> <li>▪ Story board/ director</li> <li>▪ Behind-the-scene footage (time-lapse, hyper-lapse, hands on footage, discussion footage)</li> <li>▪ Suitable music (No dialogue/interview)</li> <li>▪ Editing</li> </ul>
<b>10 S.E.A FOCUS 21 VIP Programmes Videos</b>	There will be total of 10 videos recorded to match the corresponding physical VIP programmes, as a VIP offering to online audiences.  Each video will require one full day of filming.  Filming will be scheduled upon tender appointment from 02 – 31 January 2021	10x 8-15 min VIP Programmes event videos that include: <ul style="list-style-type: none"> <li>▪ Pan shots of the space of the VIP Programme event</li> <li>▪ Interview/ dialogue of the guide explaining the space/ collection</li> <li>▪ Editing</li> <li>▪ Music for intro &amp; outro</li> </ul>

<p><b>1 Post-event Highlight Video</b></p>	<p>Event Dates: 20 – 31 January 2021</p> <p>Total hours of videography to be committed: 40 hours across 12 days.</p>	<p>1x 3 min highlight video that include:</p> <ul style="list-style-type: none"> <li>▪ Story board/ director</li> <li>▪ Event footage (hyper-lapse, hands on, interaction, built/ artwork highlights)</li> <li>▪ Suitable music (No dialogue/interview)</li> <li>▪ Editing</li> <li>▪ Motion graphic implementation</li> </ul>
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**SECTION C: EVALUATION CRITERIA**

1. The **priority** of the evaluation criteria used for this Invitation to Tender is as follows:

Criteria
<b>1. Price Competitiveness</b> Price tendered with detailed breakdown of fees/costs per item.
<b>2. Strength of Portfolio</b> Whether the proposal complies fully with the Tender Scope of Work, displays an understanding of all applicable COVID-19 safety measures and distancing restrictions, and clearly outlines the general logistics required for the internal and external Works.
<b>3. Strength and Track Record of Vendor</b> Whether the Contractor's team possesses the competencies, professional experience and track record for photography and/or videography productions and projects of a similar nature and scale.
<b>4. Feasibility and Approach</b> Whether the Proposal submission, including the approach to carry out the Works and proposed schedule, is able to meet key milestones and deliverables within a reasonable and acceptable turnaround time.

## **SECTION D: CONDITIONS OF CONTRACT**

### **1. DEFINITIONS AND INTERPRETATION**

1.1. In these Conditions of Contracts, unless the context otherwise requires:

**“Background IP”** means any IP which is created prior to or independently of this Contract;

**“Confidential Information”** means all information whether in written, oral or any other form disclosed by one Party to the other Party, or otherwise acquired by the receiving Party in connection with the Event and this Contract, and any other information, whether disclosed before or after the date of the Invitation to Tender, which have been identified as confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential, but shall exclude any information which is or becomes available to the public other than as a result of breach of this Contract or disclosure in breach of any other obligation of confidentiality owed to the disclosing Party by any other person;

**“Consortium”** means an unincorporated joint venture through the medium of a consortium or a partnership;

**“Contract”** means the contract by which STPI engages Production House to provide the Services made up collectively of the Instructions to Tenderers (Section A), Requirement Specifications (Section B), Evaluation Criteria (Section C), Conditions of Contract (Section D), Payment Schedule (Section E), Prescribed Forms (Section F), STPI’s Letter of Acceptance and such other letters and documents as the Parties may expressly identify in writing and agree as forming part of this Contract;

**“Contract Price”** means the lump sum set out in the Letter of Acceptance and/or any sums stated in a Variation Order issued by STPI or as agreed to between the Parties;

**“Date of Completion”** means the date on which STPI issues a Notice of Completion for any phase or whole of the Works;

**“Rejects Liability Period”** means the period from the Date of Completion till the last day of the Event;

**“Event”** means the S.E.A Focus 2021 art showcase event, including S.E.A Focus 2021 Curated Platform held from 20 to 31 January 2021 at ArtSpace @ Helutrans (**“Curated Platform”**), S.E.A Focus 2021 VIP Programmes at the Curated Platform and S.E.A Focus 2021 VIP Programmes that take place outside of the Curated Platform (within Singapore);

**“Foreground IP”** means IP which results from or is generated pursuant to or for the purpose of this Contract, including IP developed as part of the Services such as all deliverables, designs, drawings and all works created in connection with the Event and the Works;

**“Intellectual Property”** or **“IP”** means any intellectual and/or industrial property rights and other proprietary rights of whatever nature and kind in the world owned by or available to a Party now or at any time hereafter, whether or not registered or capable of registration, including trademarks, trade names, logos, designs, domain names, slogans, copyright works, know-how, information, drawings, plans, trade secrets, proprietary manufacturing or production information, technical data, formulae, inventions, patents, specifications and associated goodwill;

**“Letter of Acceptance”** means STPI’s formal acceptance of the Tender Offer;

**“Notice of Completion”** has the same meaning ascribed to it in sub-clause 6.10;

**“Parties”** refer collectively to STPI and Production House, and each a **“Party”**;

**“Production House”** means the successful Tenderer who has been awarded this Contract by STPI and this term is used interchangeably with the term **“Contractor”** used in other parts of this Contract, which shall be taken to have the meaning ascribed here;

**“Production House Representative”** means the representative appointed by Production House in accordance with sub-clause 3.3;

**“Rejects”** mean any part of the Works not executed, provided or completed in accordance with this Contract or STPI’s Requirements, including any item, material or work incorporated or used in the Works which does not or may not conform to the relevant quality standards prescribed in or to be inferred from this Contract;

**“Requirement Specifications”** mean the specifications for the Services required to be performed under this Contract as set out in Section B of the Invitation to Tender and any amendments or additions as may be agreed in writing by the Parties from time to time;

**“Services”** means all the works and services which Production House is required to perform under this Contract, including the Works and services set out in clause 2 and the Requirement Specifications;

**“STPI”** means Singapore Tyler Print Institute (UEN. 200008878C);

**“STPI’s Cost”** shall have the same meaning ascribed to it in sub-clause 18.5(c);

**“STPI’s Requirements”** means all requirements by STPI in relation to the Services, Works and the Event set out in the Requirement Specifications, the rest of this Contract, any other requirements and/or clarifications to the Requirement Specifications as notified by STPI in writing to Production House from time to time, and all requirements not specified in this Contract, but which are requirements that a reasonably experienced production house would consider as being necessary for the satisfactory design, completion, purpose and integrity of the Works and Services, including any concept designs provided by STPI;

**“Time for Completion”** means time or times for the completion of the Works or any phase or part of the Works set out in this Contract;

**“Variation Order”** has the same meaning ascribed to it in sub-clause 9.3;

**“Variation Request”** has the same meaning ascribed to it in sub-clause 9.2;

**“Works”** means all works of every kind to be designed, created, produced, executed, completed and delivered in accordance with this Contract, and where the context requires, a phase or part of the Works; and

**“Works Programme”** means the programme for the Works described in sub-clause 4.2(j).

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

1.3. Words denoting one gender include both genders.

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

1.5. Unless otherwise stated, all references to clauses and sub-clauses shall refer to clauses and sub clauses in these Conditions of Contract.

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



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

## **2. SCOPE OF SERVICES**

2.1. Production House shall perform the Services in accordance with this Contract, including the Requirement Specifications and STPI's Requirements.

2.2. Production House shall provide services that are typically performed as an official photographer and videographer of public art fairs and exhibitions. The scope of Services shall include but not be limited to:

- (a) photography services for all S.E.A Focus 2021 physical events, including but not limited to: S.E.A Focus 2021 Curated: *hyper-horizon* – VIP Preview, VIP Days, Public Days, S.E.A Focus 2021 VIP Programmes at S.E.A. Focus Curated, S.E.A Focus 2021 VIP Programmes that take place outside of S.E.A. Focus Curated (within Singapore);
- (b) videography services to film and produce an opening video, that will be released to the VIPs at 1700h on the VIP Preview on 20 January 2021;
- (c) videography services to film and produce 10 videos, from 20 January to 30 January 2021, for all physical S.E.A Focus 2021 VIP Programmes in Singapore taking place within and beyond S.E.A. Focus Curated,
- (d) videography services to film and produce a post event highlight video, that will be released post S.E.A Focus 2021, as a closing video for S.E.A Focus 2021.

## **3. APPOINTMENT OF A PRODUCTION HOUSE REPRESENTATIVE**

3.1. STPI shall appoint a Production House at the end of the Invitation to Tender.

3.2. STPI shall have final artistic and creative control, and shall be the final approving authority in relation to the design, execution and completion of the Works.

3.3. Production House shall appoint an Production House Representative who shall be Production House's principal point of contact and who shall have overall charge of the Works.

3.4. Production House shall ensure that the Production House Representative:

- (a) possesses the appropriate experience, skills and qualifications necessary to supervise the Works and any other qualifications deemed necessary by STPI;
- (b) shall be constantly on-site on all the filming dates and devotes his best attention and effort and his whole time to the supervision of the Works. The Production House Representative may be required by STPI to work and be on-site outside of these hours in the weeks prior to the Event start date or for such other period in order to effectively complete the duties required of the role. Production House shall procure the Production House Representative's compliance with this sub-clause and all other instructions given by STPI; and
- (c) appoints adequate and competent production personnel, including site supervisors, to assist the Production House Representative in the carrying out of his duties.

#### 4. GENERAL OBLIGATIONS

- 4.1. Production House shall perform the Services, including designing, creating, producing, executing and completing the Works, and remedying any Rejects therein, with due care and diligence in a professional manner in accordance with generally accepted industry standards and in accordance with STPI's Requirements and instructions.
- 4.2. Without prejudice to the generality of the sub-clause above and to Production House 's obligations under this Contract, Production House shall:
- (a) be fully responsible for the completion of the proposal in accordance with the Required Specifications;
  - (b) not make any deviation, alteration, addition and/or omission from the accepted proposal without the prior acceptance in writing by STPI. Any acceptance by STPI of such submission shall not relieve or in any way limit the responsibility of Production House under this Contract;
  - (c) be fully responsible for the choice of equipment and software to enable the Works to be produced and completed and/or be fully operational in accordance with STPI's Requirements;
  - (d) be fully responsible for the preparation, development and coordinating of all production from planning stage, filming to the completion of the video;
  - (e) be fully responsible for the adequacy, stability and safety of all site operations and methods of filming;
  - (f) be fully responsible for the adequacy and integrity of the Works, and for the Works being suitable or fit in all respects for the purpose for which the Works are commissioned, and in accordance with STPI's Requirements;
  - (g) engage suitably qualified personnel as required by relevant applicable laws. All fees, costs and expenses so incurred by Production House shall be deemed to be included in the Contract Price. Production House acknowledges that STPI shall have the right to object to the engagement or continued engagement of any person engaged by Production House. Production House shall, upon receiving notice in writing of such objection, cease to engage or allow the relevant personnel from carrying out any work or undertaking any duties in any capacity with respect to this Contract and shall promptly replace him with other suitably qualified personnel. Upon the engagement of qualified personnel, Production House shall not replace such personnel without the prior written consent of STPI;
  - (h) co-operate with other sub-contractors engaged by STPI for the organisation and hosting of the Event to ensure smooth and seamless operation between the various aspects of the Event;
  - (i) before submitting the Tender Offer, have satisfied himself as to the correctness and sufficiency of the Tender Offer for covering all things necessary for Production House to provide the Services;
  - (j) within 7 days of the date of the Letter of Acceptance or such other time as STPI may reasonably require, submit a Works Programme setting out the sequence of activities, required resources, timeline and other necessary information for the provision of the Services. Production House shall, whenever required by STPI, furnish STPI with such further particulars and information as STPI may reasonably require for the purpose of determining the acceptability of the Works Programme. STPI shall, within 7 days of receiving the Works Programme notify Production House if the Works Programme is acceptable or unacceptable. If the Works Programme is unacceptable, STPI shall notify Production

House of the reasons for rejection and Production House shall submit a revised Works Programme within [7] days of such notification; and

- (k) submit regular progress reports to STPI and attend all progress meetings from time to time as required by STPI. Where it appears to STPI that the actual progress of the Works does not conform to the accepted Works Programme, STPI may instruct Production House to submit a revised Work Programme.

4.3. Time shall be of the essence in this Contract.

## **5. PRODUCTIONS OBLIGATIONS**

- 5.1. Production House represents and warrants that all Works shall meet the Requirement Specifications and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of STPI's Requirements or any part thereof, Production House shall notify STPI and take into account, address or otherwise rectify such inadequacy, insufficiency, impracticality or unsuitability.
- 5.2. Production House shall be fully responsible for the suitability, adequacy, integrity, durability and practicality of its proposal and equipment for the Works, notwithstanding that the final proposal had been prepared, developed, issued or accepted by STPI.
- 5.3. Production House shall indemnify STPI against any damage, expense, liability, loss or claim which STPI might incur, sustain or be subject to arising from any breach of Production House's design responsibility and/or warranty set out in this clause 5 and under common law.
- 5.4. Production House shall not proceed with the delivery of any part of the Works until the proposal has been approved by STPI.
- 5.5. Production House shall be fully responsible for the provision of all necessary instruments, equipment, apparatus, software and labour in connection with the foregoing responsibilities.
- 5.6. If STPI finds any Rejects during the progress of the Work or the Rejects Liability Period, STPI may instruct Production House to edit or re-produce any such Works so that it is in accordance with this Contract.
- 5.7. If Production House refuses to comply with STPI's instructions pursuant to sub-clause 5.6, STPI shall be entitled without prejudice to any other rights and remedies to employ and pay others to carry out the subject-matter of the instruction and the amount of any loss, expense, costs or damages suffered or incurred by STPI shall be recoverable from Production House .

## **6. COMMENCEMENT AND COMPLETION OF WORKS**

- 6.1. Production House shall commence the Works on the date specified in the Letter of Acceptance, or such other date specified in writing to that effect from STPI.
- 6.2. Production House shall proceed with due diligence and expedition and without delay in accordance with this Contract and in accordance with Works Programme. The Time for Completion shall run from the date on which Production House is to commence the Works under this clause.
- 6.3. STPI shall, unless otherwise provided in this Contract, on or before the date when Production House is to commence the Works, give to Production House non-exclusive access to so much of the Event site as may be required to enable Production House to produce the Works in accordance with this Contract.

- 6.4. STPI reserves the right to engage any persons to carry out work which does not form any part of the Works, whether or not information with respect to such work is provided in this Contract. Every person so engaged shall be deemed to be a person for whom STPI is responsible. Production House shall permit the execution of any work by any such person employed or engaged by STPI.
- 6.5. If any part of the Works depends for proper execution or results upon the work of any such person engaged by STPI as stated in sub-clause 6.4, Production House shall inspect and promptly report in writing to STPI any apparent discrepancies or Rejects in such work that may materially and adversely affect the execution of the Works. Failure of Production House so to report to STPI shall constitute acceptance by Production House of such person's work as fit and proper to receive into the Works.
- 6.6. Production House shall at his own expense be responsible for obtaining any rights of way or of access that may be required by him or his methods of operation for the purposes of the execution and completion of the Works. Production House shall also provide at his own cost and expense any additional accommodation or transportation required by him for the purpose of the Works.
- 6.7. Production House shall complete the Works and any phase or part of the Works within the Time for Completion.
- 6.8. Production House shall not be entitled to any extension of time where the instructions, or acts of STPI are necessitated by or intended to cure any default of or breach of contract by Production House and such disentitlement shall not set the Time for Completion at large.
- 6.9. If the rate of progress of the Works or any phase or part of the Works is at any time, in the opinion of STPI, too slow to achieve completion of the Works or the relevant phase or part of the Works by the Time for Completion, STPI shall notify Production House in writing accordingly. Production House shall thereupon take such steps as are necessary to expedite progress and to complete the Works or the relevant phase or part of the Works in accordance with this Contract. Such steps shall include, if required by STPI, the preparation of a revised or modified Works Programme. Production House shall not be entitled to any additional payment whatsoever for taking any of the steps referred to herein unless otherwise approved and agreed to by STPI.
- 6.10. Where Production House considers that the whole of the Works, or any phase or part of the Works in respect of which a separate Time of Completion is specified, has been substantially completed, it shall notify STPI. Upon inspection of the Works by STPI and if the Works have been completed to STPI's satisfaction, STPI shall issue to Production House a notice of completion in writing ("**Notice of Completion**"). If the Works have not been completed to STPI's satisfaction, STPI shall give instructions in writing to Production House specifying all the works which in STPI's opinion are required to be done by Production House before the issue of a Notice of Completion.

## 7. REJECTS

- 7.1. Production House shall complete with due expedition and without delay any work outstanding at the Dates of Completion (whether or not the subject of any undertaking to do so) and as may be instructed by STPI.
- 7.2. Production House shall execute all such works of editing and remedying Rejects, or such other faults of whatever nature as STPI may at any time during the Rejects Liability Period.

- 7.3. For the avoidance of doubt, the obligation of Production House to comply with this clause shall not in any way prejudice STPI's rights under the provisions of any guarantee relating to the Works or any phase or part of the Works required by this Contract or provided by any supplier or sub-contractor .
- 7.4. All remedial work in this clause shall be executed by Production House at his sole cost and expense if such remedial work is, in the opinion of STPI, due to:
- (a) the fact that it is a Reject;
  - (b) any fault in the design or production of the whole or any part of the Works; or
  - (c) the neglect or failure on the part of Production House to comply with any obligation, expressed or implied, on Production House 's part under this Contract.
- 7.5. If any Reject which Production House would otherwise have been liable to rectify at his own cost is such that in the opinion of STPI it will be impracticable or inconvenient to rectify, STPI shall ascertain the diminution in the value of the Works due to such Reject and the amount of the diminution shall be recoverable by STPI.
- 7.6. All provisions under this clause shall not derogate in any way whatsoever from Production House's liability under this Contract or otherwise for defective work at common law.

## **8. FORCE MAJEURE AND OTHER EVENTS AFFECTING PERFORMANCE**

- 8.1. STPI shall have the right to require Production House to suspend performance of the Services or the carrying out of the Works or to terminate this Contract by giving Production House at least 7 days' prior written notice if STPI is affected by any event outside of its reasonable control, including any acts of God, pandemic, epidemic, disruption of public utilities, any form of governmental order, regulation or intervention, adverse weather, changes to laws or regulations, or other circumstances which adversely disrupts public safety, peace or the good order of Singapore. In such event, STPI shall not be liable for any failure or delay of performance and sub-clause 18.5 shall apply.
- 8.2. Notwithstanding clause 8.1 or any term in this Contract to the contrary, in the event that STPI is prevented from carrying out the Event as originally planned due to any COVID-19 related event, STPI shall have the right to decide how to proceed with the conduct of the Event under the circumstances. A COVID-19 related event includes the introduction of laws, regulations, orders, guidelines or measures by the government or its agencies to prevent the spread of COVID-19 that may affect the conduct of the Event. In such event, STPI shall have the right to terminate the Event or vary the conduct of the Event in response to any COVID-19 related event, and such variation may include, but is not limited to, postponing the Event, changing the format of the Event, extending the duration of the Event or introducing changes to the conduct of the Event in order to abide by the laws, regulations, orders, guidelines or measures introduced by the government or its agencies. STPI will give adequate prior written notice of its decision on how it intends to proceed with the conduct of the Event as a result of a COVID-19 related event to Production House and Production House shall cooperate with STPI in carrying out the decisions made by STPI in this regard.
- 8.3. If the conduct of the Event is varied pursuant to clause 8.2, Production House shall bear any and all costs and expenses as a result thereof and shall not hold STPI liable for any such costs or expenses. If, however, the Event is terminated pursuant to clause 8.2, STPI shall make payment to Production House in accordance with Schedule E for all Works and Services that had been performed and accepted by STPI prior to the date of termination.

8.4. If there is any failure or delay of Production House 's performance of the Services, the carrying out of the Works or any other obligation under this Contract, or if Production House 's performance of its obligations under this Contract is otherwise unsatisfactory to STPI, STPI shall be entitled to cancel all or any part of the Services and/or terminate this Contract. In such event:

- (a) if such failure or delay or otherwise unsatisfactory performance is due to any force majeure events or events outside Production House 's reasonable control (including adverse weather, acts of God, and industrial action by workmen provided that such industrial action is not due to any unreasonable act or default of Production House and if such industrial action causing the delay is in Singapore), Production House shall notify STPI as soon as reasonably practicable and STPI shall be entitled to cancel the affected Services or all of the Services. If STPI elects to cancel only the affected Services, STPI shall make payment to Production House for all work and Services that had been performed and accepted by STPI prior to the date of cancellation. If all the Services are cancelled and this Contract is terminated, sub-clause 18.5 shall apply; and
- (b) if such failure or delay or otherwise unsatisfactory performance is not due to any force majeure events or events outside Production House 's reasonable control, STPI shall be entitled to obtain similar or equivalent replacement Services from other third party service providers and all increased costs incurred shall be deducted from any sums due or to become due to Production House and if such increased costs exceeds any sums due or to become due to Production House , such excess shall be deemed a debt due by Production House to STPI and shall be recoverable accordingly.

## 9. VARIATIONS

9.1. The term "variation" shall mean any change to the Requirement Specifications or STPI's Requirements, which may include but is not restricted to:

- (a) an increase or decrease in the quantity of any part of the Works;
- (b) an addition to or omission from the Works;
- (c) a change in the character, quality or nature of any part of the Works;
- (d) the removal of any part of the Works no longer desired by STPI; or
- (e) a requirement to complete the Works or any phase or part by a date earlier than the relevant Time for Completion.

For the avoidance of doubt the term "variation" shall include any changes as aforesaid which may be designed to alter the use to which the Works will be put, but shall exclude any instruction (which would otherwise be a variation) which has arisen due to or is necessitated by or is intended to cure any default of or breach of contract by Production House .

9.2. STPI may at any time issue an instruction in writing requiring a variation ("**Variation Request**"). If or to the extent that an instruction does not state that it requires a variation but Production House considers that it does require a variation, Production House shall within 3 working days from the date of receipt of the instruction notify STPI in writing who may, if STPI thinks fit, within 3 working days from the date of receipt of Production House's notification, confirm, modify, rescind or contradict in writing the instruction and Production House shall then comply forthwith.

9.3. STPI may, before issuing an instruction for any variation, require Production House to submit a quotation for any proposed variation and Production House shall be obliged to submit such quotation in writing at his own

cost. STPI may before or after issuing an instruction under sub-clause 9.2 accept in writing Production House's quotation ("**Variation Order**"). An instruction requiring a variation shall not be treated as an acceptance of any quotation.

## **10. INDEMNITY**

10.1. Production House shall be liable for and shall indemnify STPI against any loss, expense, costs, damages, liability or claim whatsoever in respect of personal injury to or the death of any person, or due to injury or damage of any kind to any property real or personal arising out of or in the course of or by reason of the carrying out of the Works and the execution of the Event, unless the same is shown to be due solely to any negligent or wilful act of STPI or of any person for whom STPI is responsible.

## **11. INSURANCE**

11.1. Without limiting the liability of Production House under this Contract or at law, Production House shall, before commencement of any work under this Contract and for so long as this Contract has effect, effect and maintain at its sole expense, insurance cover with a reputable insurer, where both the insurance cover and insurer shall be, in STPI's opinion, adequate and acceptable to cover the liability accepted by Production House under this Contract.

11.2. For the duration of this Contract, the Production House shall maintain a policy of public liability and professional indemnity insurance, which shall:

(a) include cover for legal liability for all damage, loss or injury to property (real or personal and including the Works), and injury or death to persons (including Production House's personnel, any persons at the Site and any persons attending the Event) arising from or in connection with the provision of the Services, the carrying out of the Works and during the Event, including Production House's all risks insurance and/or erection all risks insurance, construction and installation insurance, work injury compensation insurance, comprehensive public liability insurance, and any other insurance required by the owner and/or developer of the Site;

(b) have a coverage of S\$1,000,000 per incident or such rate as required by the relevant government authorities;

(c) be in the joint names of Production House and STPI; and

(d) unless otherwise specified in writing by STPI, include a waiver of all rights of subrogation and/or contribution against STPI to the extent liabilities are assumed by Production House .

11.3. Production House shall deposit with STPI before the commencement of any work a copy of the policy or policies of insurance and no later than 14 days thereafter the receipts in respect of the premiums paid under such policy or policies.

11.4. Should Production House or any subcontractor default in taking out or maintaining the insurance policies as stipulated in this clause, STPI (without prejudice to any other rights and remedies available) may himself insure against any risk with respect to which the default has occurred and the amount paid by him in respect of premiums shall be recoverable from Production House .

## **12. CONTRACT PRICE AND PAYMENT**

12.1. In consideration of the Services provided by Production House under this Contract, STPI shall pay the Contract Price to Production House in accordance with the payment schedule set out in Section E and upon

presentation by Production House of his bills or invoices in accordance with such means and in such format as may be specified by STPI, unless otherwise agreed in writing by the Parties.

12.2. Payment made to Production House shall not:

- (a) be considered evidence of the quality of any Services or satisfactory completion of the Works to which such payments relate; and
- (b) prejudice STPI's rights to reject deficient Services and/or require Production House to remedy any Rejects.

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

12.4. The amount of any payment due or debt owed by Production House to STPI under this Contract may be deducted by STPI from any monies payable by STPI to Production House under this Contract.

12.5. All amounts payable under this Contract are exclusive of goods and services tax or other similar taxes imposed by any applicable law. Where sales tax, value added tax or any other equivalent tax is payable on the Services supplied, STPI shall pay all such taxes indicated in the invoices to Production House .

12.6. If withholding taxes are imposed by the relevant tax authorities on any payments due under this Contract, Production House shall bear all such withholding taxes and STPI shall deduct such taxes from payment due to Production House and forward the balance to Production House without any obligation to gross up such payment or pay Production House any amount so withheld.

12.7. Production House shall be responsible for all corporate and personal income taxes, custom fees, duties, fines, levies, assessments and other taxes payable by Production House or its employees in carrying out its obligations under this Contract.

### **13. INTELLECTUAL PROPERTY**

13.1. Nothing in this Contract shall affect any Party's ownership right in and to Background IP which it owns or its licence of Background IP owned by a third party.

13.2. All Foreground IP created by Production House , its subcontractors or suppliers shall vest in STPI.

13.3. Production House hereby assigns and transfers, and shall procure that its subcontractors or suppliers assign and transfer to STPI absolutely all rights, title, and interest in the Foreground IP free from all encumbrances whatsoever.

13.4. Production House recognises that STPI has the unlimited right to edit, copy, alter, add to, take from, adapt and translate all or any of the Works after delivery by Production House, and hereby irrevocably and unconditionally waives the benefits of any provision of law relating to moral rights and any similar laws of any jurisdiction in relation to the Works.

13.5. Production House warrants that:

- (a) it has the authority to effect the necessary assignment, transfer or other assurance for the Foreground IP to vest in STPI;



- (b) all Foreground IP will not (including by way of inflection or gesture or otherwise) contain any defamatory matter or breach any contract or duty of confidence nor bring STPI into disrepute or subject it to criminal or civil proceedings, and does not incorporate any matter which constitutes contempt of court or breach of any provision of law unless such material has been provided to Production House by STPI and agreed in advance by both parties;
  - (c) all Foreground IP will not infringe any third party rights, including third party IP rights; and
  - (d) it shall not make any commercial exploitation of any of the Works except as agreed to by STPI.
- 13.6. Production House shall indemnify STPI against any damage, expense, liability, loss or claim in respect of infringement of any third party rights in connection with STPI's possession or use of the Foreground IP.
- 13.7. Where any Background IP is incorporated into the Foreground IP, Production House hereby grants and shall procure that its subcontractors or suppliers grant to STPI a worldwide, perpetual, nonexclusive, royalty-free and fully paid up licence to use all Background IP owned by or licensed to Production House, its subcontractors or suppliers.
- 13.8. Production House agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as STPI may reasonably require, whether on or after the date first written above, for the purpose of giving to STPI the full benefit of all the provisions of this clause.
- 13.9. If Production House fails to take such actions for whatever reason within a reasonable time, then in such event, Production House hereby irrevocably appoints and entrusts STPI as its attorney to do any of the acts referred to in the preceding sub-clause.

#### **14. CONFIDENTIALITY**

- 14.1. Each Party shall keep the Confidential Information secret and confidential and not directly or indirectly disclose, distribute, copy or otherwise make available in any way the Confidential Information to a third party, except to its personnel and strictly on a need-to-know basis. The receiving Party shall not use the Confidential Information of the disclosing Party for its or a third party's benefit. Each Party shall treat the Confidential Information of the disclosing Party with the same degree of care as it would treat its own confidential information, but in no case less than reasonable care. Upon termination of this Contract, each Party shall, at the option of the other Party, return to the other Party or destroy all Confidential Information in its possession or control and if requested by the other Party, certify in writing that it has done so. These confidentiality obligations shall survive the termination of this Contract.
- 14.2. The foregoing confidentiality obligations shall not apply when the Confidential Information is required to be used or disclosed by reason of any law, governmental or other regulations or the requirements, orders, directions, instructions or notices of any regulatory authority, provided however that prior to the receiving Party making the disclosure it shall promptly notify the disclosing Party of such requirements (if permitted by law) and shall use its best efforts to limit the scope of the use or disclosure.
- 14.3. Production House shall indemnify STPI against any damage, expense, liability, loss or claim in respect of Production House's breach of confidentiality.
- 14.4. The Parties acknowledge that monetary damages may be an inadequate remedy for any breach by a Party of its obligations under clause 14.1 and that the non-breaching Party shall be entitled to seek injunctive relief

to enforce the breaching Party's obligations, in addition to any other remedies the non-breaching Party may be entitled to at law.

## **15. CONSORTIUM**

15.1. The following shall apply if a Tender Offer is submitted by a Consortium:

- (a) each member of the Consortium shall be a business organization duly organized, existing and registered under the laws of its country of domicile;
- (b) no Consortium shall include a member which has been debarred from STPI tenders or any government tenders;
- (c) after the submission of the Tender Offer, any introduction of, or changes to, Consortium membership must be approved in writing by STPI;
- (d) in the case of Consortiums, the following documents must be submitted with the Tender Offer:
  - (i) a certified copy of the consortium or partnership agreement, signed by all members of the Consortium; and
  - (ii) documentary proof must be provided that there is a lead member which is authorised by all members of the Consortium to sign and submit the Tender Offer, receive instructions, give any information, accept any contracts and act for and on behalf of all the members of the Consortium. The documentary proof could be in the form of relevant provisions in the certified copy of the consortium or partnership agreement or certified copies of powers of attorney from each members of the Consortium;
- (e) the Tender Offer must be submitted by the lead member of the Consortium;
- (f) information must be submitted with respect to:
  - (i) the legal relationship among the members of the Consortium;
  - (ii) the role and responsibility of each member of the Consortium; and
  - (iii) the address of the Consortium to which STPI may send any notice, request, clarification or correspondence; and
- (g) if STPI awards this Contract to a Consortium:
  - (i) the Letter of Acceptance may be handed to or posted to the address of the lead member of the Consortium given in the Tender Offer;
  - (ii) the issue by STPI of a Letter of Acceptance shall create a contract that is binding on all the members of the Consortium for the provision of the Services and carrying out of the Works to the extent accepted in the Letter of Acceptance;
  - (iii) each member of the Consortium shall be jointly and severally responsible to STPI for the due performance of this Contract; and
  - (iv) if any member of the Consortium withdraws from the Consortium or is adjudicated a bankrupt, or goes into liquidation in accordance with the laws of the country of incorporation, then the

surviving members of the Consortium shall be obliged to carry out and complete the performance of this Contract.

## **16. NON-EXCLUSIVE APPOINTMENT**

16.1. Production House's appointment shall be non-exclusive and STPI reserves the right to engage any other third party service providers to provide services that are similar to the Services. Where necessary and required by STPI, Production House shall cooperate with such third party service providers in the provision of the Services and the carrying out of the Works.

## **17. ASSIGNMENT AND SUBCONTRACTING**

17.1. Production House's performance by himself and his servants of a main Production House 's principal functions of controlling the production of the Works, co-ordinating the work of any subcontractors, and ordering of materials and equipment for the Works, is of the essence of this Contract and unless STPI agrees otherwise in writing, Production House shall not assign his interests, rights or benefits under this Contract, transfer his liability, make arrangements for the vicarious performance of such functions by any other person, or make arrangements whereby the execution of the Works is carried out by another person or persons.

17.2. Production House shall ensure that all subcontractors appointed directly by Production House have obtained all necessary governmental approvals, consents and/or permits at the time of appointment. Except where expressly provided by this Contract, Production House shall not engage or permit the engagement of any subcontractor without the prior written consent of STPI, which consent shall not be unreasonably withheld. Production House shall be fully responsible for all acts or omissions of any subcontractors or assignees. All acts or omissions of Production House 's subcontractors or assignees shall be deemed to be the acts or omissions of Production House .

## **18. TERM AND TERMINATION**

18.1. This Contract shall commence on the date of the Letter of Acceptance and shall continue until all the Services have been provided and completed to STPI's satisfaction.

18.2. STPI may terminate this Contract without cause provided that it gives Production House at least 30 days' prior written notice.

18.3. Notwithstanding the above, STPI may terminate this Contract immediately at any time by giving Production House written notice if:

- (a) it is discovered that any declaration or submission made by Production House in its Tender Offer is false;
- (b) Production House breaches any term of this Contract and, if such breach is capable of remedy, fails to remedy the breach within 7 days of a written notice requesting its remedy (or such other period agreed by the Parties);
- (c) in STPI's opinion, Production House has abandoned this Contract;
- (d) in STPI's opinion, Production House has, without reasonable cause, failed to commence the Works in accordance with this Contract;

- (e) in STPI's opinion, Production House has failed to comply with its obligations, or has failed to execute the Works in accordance with the accepted Works Programme or Times for Completion, or has otherwise failed to proceed with the Works with due diligence or expedition;
- (f) Production House has acted in breach of clause 17;
- (g) Production House failed to obtain and maintain the insurance required, or deposit insurance policies or receipts for premiums as required under clause 11;
- (h) in STPI's opinion, Production House has persistently refused or failed to comply with a written instruction from STPI;
- (i) Production House becomes insolvent or otherwise unable to pay its debts;
- (j) Production House ceases or threatens to cease to carry on its business;
- (k) any step is taken with a view to winding-up of Production House or for the appointment of a liquidator, receiver, manager, administrator or other similar officer over any part of Production House's assets;
- (l) Production House fails to comply with applicable laws, regulations, rules and regulatory guidelines or policies in relation to this Contract, including all applicable anti-bribery and corruption laws, including the Prevention of Corruption Act (Cap. 241) and Chapter IX of the Penal Code (Cap. 224). If Production House breaches any applicable anti-bribery and corruption laws, STPI shall be entitled to terminate this Contract and recover from Production House the amount of any loss resulting from such termination; or
- (m) Production House has any material change occurring in its management, ownership or control, either through the direct or indirect possession of twenty percent (20%) or more of voting rights in Production House, or the power to direct or cause the direction of the management and policies of Production House to change.

18.4. The expiration or termination of this Contract shall not affect the rights, remedies and obligations of the Parties which have accrued prior to the expiration or termination date.

18.5. Upon termination of this Contract:

- (a) STPI shall have the right to employ its own qualified professionals or persons and production houses to continue with the design, execution and completion of the Works. Production House shall, upon request by STPI, furnish and hand over such information, footage, digital assets, partially or fully completed Works, specifications, designs and other documents and information as STPI shall require to enable STPI to continue with the design, execution and completion of the Works;
- (b) subject to sub-clause 18.5(c), STPI shall make payment to Production House for all work and Services that had been performed and accepted by STPI prior to the date of termination; and
- (c) if this Contract is terminated due to a default or breach on the part of Production House, STPI shall not be liable to pay to Production House any sum (including damages and amounts for which STPI was liable at the date of termination) in respect of this Contract until STPI has ascertained and certified an amount representing the total of the cost to STPI of completion and remedying of any Rejects, damages for delay in completion (if any) or otherwise and all other expenses incurred by STPI (collectively, "**STPI's Cost**"). Production House shall then be entitled to receive only such sum (if any) as STPI may certify would have been payable to Production House for Works completed up to the date of termination after deducting STPI's Cost. If STPI's Cost exceeds the sum which would have been

payable to Production House , then Production House shall, upon demand, pay to STPI such excess and such excess shall be deemed a debt due by Production House to STPI and shall be recoverable accordingly.

## **19. DATA PROTECTION**

- 19.1. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) any data protection legislation from time to time in force in Singapore including the Personal Data Protection Act 2012 and any successor legislation. This clause is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.
- 19.2. Production House will collect and process the personal data of all individuals featured in the Works in accordance with an appropriate privacy notice. Production House will procure that each such individual signs and dates the privacy notice and returns it promptly to Production House. STPI shall provide all reasonable assistance to ensure that the individuals do so.

## **20. GENERAL**

- 20.1. This Contract, sets forth the entire agreement and supersedes all prior agreements and understandings between the Parties relating to the subject matter of this Contract.
- 20.2. This Contract shall not be varied except by a written document signed by both Parties.
- 20.3. No failure or delay by STPI to exercise any right by law or under this Contract shall operate as a waiver of that right, or a restriction of any future exercise of that right.
- 20.4. Production House is an independent Production House and no joint venture, partnership, employment, representative or agency relationship is created between the Parties by this Contract.
- 20.5. Any provision, in whole or in part, held to be invalid or unenforceable shall not invalidate the remaining provisions or portion of the provision, and any invalidity or unenforceability in one jurisdiction shall not invalidate such provision in another jurisdiction.
- 20.6. A person who is not a Party to this Contract shall have no right under any law to enforce or enjoy the benefit of any term of this Contract.
- 20.7. If there is any inconsistency between the various documents comprising this Invitation to Tender, the order of priority (in ascending order) for the purposes of construction is:
  - (a) the Letter of Acceptance;
  - (b) these Conditions of Contract (Section D);
  - (c) the Payment Schedule (Section E);
  - (d) the Requirement Specifications (Section B);
  - (e) the Evaluation Criteria (Section C);
  - (f) the Prescribed Forms (Section F); and

(g) such other letters and documents as the Parties may expressly identify in writing and agree as forming part of this Contract, unless such letters or documents expressly references this sub-clause and provides for a different order of priority for construction.

20.8. This Contract may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

## **21. GOVERNING LAW AND JURISDICTION**

21.1. This Contract shall be governed by the laws of Singapore.

21.2. The Parties agree to submit, and refer all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the courts of Singapore for final resolution.

**SECTION E: PAYMENT SCHEDULE**

<b>Payment milestone</b>	Letter of Appointment of Tenderer / Deposit for project	Successful Completion of Actual Photography and Videography	Completion of all deliverables, including Post Event Highlight Video
<b>Payment amount</b>	40%	40%	20%

**SECTION F: PRESCRIBED FORMS**

**F1. SCHEDULE OF PERSONS EMPOWERED TO ACT**

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

Name	NRIC No.	Position Held

In the case of consortiums, the documents required under Clause 15 of the Instructions to Tenderers must also be attached.

**F2. GST STATUS**

We are / are not \* a taxable person under the *Goods and Services Act*.

(\* delete as appropriate)

Our GST registration number is \_\_\_\_\_

**F3. LIST OF RELEVANT TRACK RECORD IN THE LAST 3 YEARS**

Contract No. / Name of Project	Client	Contract Sum	Contract Period		Value of Work Completed
			From	To	



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Please use separate sheet if the space is insufficient.

**F4. INFORMATION ON MAJOR SHAREHOLDERS**

Person, Company or Corporation who/which owns, whether directly or indirectly, at least 20% of the total number of shares in the Tenderer or who/which controls at least 20% of the voting rights in the Tenderer		Details of shares held by such person, company or corporation			
Name	Address	Number of Shares	% of Shares	Class of Shares	

**F5: FORM OF TENDER**

To: Name(s) of Tenderer(s)<sup>1</sup>:

Attn: Address:

**TENDER NO: SEAF2021/002**

- 1 We, \_\_\_\_\_<sup>2</sup> (Company Name(s) in Block Letters) hereby offer and undertake on the acceptance of this Tender Offer to supply the goods and/or services required under this Invitation to Tender.
- 2 Our Tender Offer is fully consistent with and does not contradict or derogate from anything in the Instructions to Tenderer and/or the Conditions of Contract or downgrade anything in your Requirement Specifications. You are entitled to disqualify our Tender Offer if it is inconsistent with or contradicts or derogates from anything in the Instructions to Tenderer and/or Conditions of Contract or downgrades anything in the Requirement Specifications.
- 3 We declare that all the information provided in this Tender Offer (including in the Prescribed Forms) are correct and true.
- 4 We undertake that we shall, if required by you, execute a formal agreement with you. If no formal agreement is executed, this Tender Offer together with your Letter of Acceptance and/or Purchase Order shall constitute a binding contract between us on the terms of the Contract as defined in the Conditions of Contract.
- 5 OUR TENDER OFFER IS VALID FOR 3 CALENDAR MONTHS FROM THE CLOSING DATE OF THIS TENDER.
- 6 We agree that as and when requested by you, we shall extend the validity of this Tender Offer for one or more periods not exceeding in total 1 calendar month.
- 7 Our Contract Price for the goods and/or services to be supplied by us is SGD\$ \_\_\_\_\_ (Singapore dollars \_\_\_\_\_).
- 8 An itemized breakdown of the Contract Price for the goods and/or services is given in the priced schedule attached.
- 9 We further undertake to give you any further information which you may require.
- 10 We warrant, represent and declare that we are duly authorized to submit, sign this Tender Offer, receive instruction, give any information, accept any contract and act for and on behalf of \_\_\_\_\_<sup>3</sup> (Insert Name of firm, company or consortium).

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<sup>1</sup> If the Tender Offer is submitted by a consortium, each member of the consortium shall be named.

<sup>2</sup> If the Tender Offer is submitted by a consortium, the Lead Member of the consortium shall submit the Tender Offer on behalf of the consortium members. Documentary proof must be provided that the Lead Member is authorised by all members of the consortium to submit, sign the Tender Offer, receive instruction, give any information, and accept any contract and act for and on behalf of all the members of the consortium. For example, paragraph 1 in this Form of Tender should read "We, (Name of Lead Member), acting for and on behalf of (Name of 1st Member) , (Name of 2nd Member) and (etc – List out Names of remaining Members) ..."

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_

Tenderer's (as \*Principal/Agent)  
Company or Business Registration No<sup>4</sup>:

Tenderer's official Stamp<sup>4</sup>:

Authorized Signature<sup>4</sup>

Name :

Designation :

(\*Delete whichever is not applicable)

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

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<sup>4</sup> The Lead Member's registration number, official stamp and authorised signature must be provided.

**F6: PRICE BREAKDOWN**

Please see Appendix A for price breakdown/SOR template