**FORM OF TENDER**

**Tender No: SMU/OT/IITS/002/2019**

Singapore Management University (“SMU”)

SMU Administration Building

81 Victoria Street

Singapore 188065

Attn: Chief Information Officer and Vice President (Office of Integrated Information Technology Services)

Dear Sirs,

**Term Contract for the Supply, Delivery, Installation and Commissioning of : 1) Windows-based OS Desktop PC, Notebook and/or 2) MacBook for the Singapore Management University ( Tender No: SMU/OT/IITS/002/2019 ) .**

1. We refer to SMU’s Invitation to Tender in respect of the above captioned matter and bearing the tender number as stated above.

2. We offer to carry out and complete the Works in conformity and accordance with the Technical Specifications and Service Requirements and subject to the Conditions of Tender and the Conditions of Contract for the prices as quoted in the attached Cost Schedule.

3. Our Tender Proposal is made subject to the Conditions of Tender and we agree that our Tender Proposal shall remain open for consideration for a period of one hundred and twenty (120) days commencing on the Tender Closing Date for the submission of Tender Proposals i.e., commencing 3rd  May 2019 and expiring at 10am on the 120th day (inclusive).

4. We understand that you are not bound to accept the lowest or any Tender Proposal you may receive and that you have the right to accept our Tender Proposal in whole or in part in accordance with Clause 9 of the Conditions of Tender.

5. Unless and until a formal agreement is executed, as may be required under Clause 11 of the Conditions of Tender, our offer set out in this Tender Proposal hereof (incorporating the Technical Specifications and Service Requirements and subject to the Conditions of Tender and the Conditions of Contract, all with any Authorised Variations) and your written acceptance thereof shall constitute a binding agreement between us.

6. All terms used in this Form of Tender which are defined in the Conditions of Contract shall have the meanings so ascribed to them.

Dated this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2019

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Signature of Authorised Signatory Designation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Address of Company with Company Stamp

In the presence of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name, NRIC No. and Signature of Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

**Form of Tender**

**Price Schedule**

Notes:

1. Price schedule for Section A, Section B, Section C and Section D must be separated into the individual line items.
2. Other general costs for labour and materials, etc. not specific to any parts of the Tender shall be stated separately.
3. Use additional sheets if necessary.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Section A – Desktop** | | | | |
| Item | Description with Brand, Model and Part No, if applicable | Tender Unit Price (S$)\*\*\* | Quantity\*\* | Tender Total Price (S$)\*\*\* |
| Desktop |  |  | 150 |  |
| Total for Section A: | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Section B – Notebook** | | | | |
| Item | Description with Brand, Model and Part No, if applicable | Tender Unit Price (S$)\*\*\* | Quantity\*\* | Tender Total Price (S$)\*\*\* |
| Mainstream \* |  |  | 150 |  |
| Value\* |  |  | 150 |  |
| Ultrabook \* |  |  | 250 |  |
|  |  |  |  |  |
| Sub-Total for Categories Mainstream, Value,& Ultrabook: | | | | |
| Total for Section B: | | | | |

\* mandatory submissions required if Tenderer is tendering for Section B

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Section C – 2 in 1 Convertible with non-capacitive stylus** | | | | |
| Item | Description with Brand, Model and Part No, if applicable | Tender Unit Price (S$)\*\*\* | Quantity\*\* | Tender Total Price (S$)\*\*\* |
| 2 in 1 Convertible with non-capacitive stylus |  |  | 50 |  |
| Total for Section C: | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Section D – MacBook** | | | | |
| Item | Description with Brand, Model and Part No, if applicable | Tender Unit Price (S$)\*\*\* | Quantity\*\* | Tender Total Price (S$)\*\*\* |
| MacBook Pro |  |  | 200 |  |
| MacBook Air |  |  | 50 |  |
| Total for Section D: | | | | |

\*\* All quantities listed are estimated only, and do not constitute a binding obligation on the University to purchase said number of PCs from the successful Tenderer.

\*\*\* All prices are exclusive of GST

**Cost Schedule (continued)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Other General Costs** | | | | |
| Item | Description with Brand, Model and Part No, if applicable | Tender Unit Price (S$)\*\*\* | Quantity\*\* | Tender Total Price (S$)\*\*\* | |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| … |  |  |  |  |
| Total: | | | | |

\*\* All quantities listed are estimated only, and do not constitute a binding obligation on the University to purchase said number of PCs from the successful Tenderer.

\*\*\* All prices are exclusive of GST

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**Appendix B to the Conditions of Contract**

**Non Disclosure Agreement**

This agreement is made this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”) between **Singapore Management University** of 81 Victoria Street Singapore 188065 (“SMU”) and [ ] of [ ] (“Company”).

Whereas SMU has engaged the Company to [insert short description of the contract under which the Company will provide services to SMU] (“Project”) and SMU is willing to disclose to the Company information for purposes of the Project on the terms set out below and the Company has agreed to accept such information on such terms..

**THE PARTIES AGREE** as follows:

* + 1. In this Agreement, “**Confidential Information**” shall include all information of whatever kind or nature which the Company obtains from SMU and which is in tangible or documented form and clearly marked or identified by SMU as confidential.
    2. The Company agrees to use the Confidential Information only for the purpose of the Project and hereby undertakes that the Confidential Information shall only be disclosed to such persons who have a need-to-know for the purpose of the Project.
    3. The Company further agrees to keep the Confidential Information in confidence and treat such Confidential Information with the same degree of care it extends to its own Confidential Information and shall not use for itself or on behalf of or disclose to any third party any Confidential Information received during the course of the Project.
    4. The provisions of this Agreement shall not apply to:
       1. Information which at the time of disclosure is in the public domain.
       2. Information which after disclosure becomes part of the public domain other than in breach of this Agreement.
       3. Information which was known to the Company prior to receipt from SMU.
       4. Information which has been independently developed or obtained by the Company or obtained by the Company from a third party other than in breach by either of them of their respective obligations to maintain confidentiality.
       5. Information which 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 including any stock exchange.
       6. Confidential Information which is disclosed to third parties with the prior consent of SMU.
    5. Upon termination of this Agreement for whatever reason and irrespective of whichever party initiated the termination, the Company shall not make further use of the Confidential Information and shall return all of the Confidential Information to SMU, including all copies or reproductions, extracts, summaries or notes, or destroy the same in accordance with the directions of SMUand certify the same have been destroyed.
    6. SMUmay, at any time during the course of the Project, direct the Company to return the Confidential Information to SMU, or part thereof, and not to make further use of the Confidential Information to be returned. Upon receipt of such directions, the Company shall deliver the requested Confidential Information without retaining any copies or excerpts thereof to SMU. If the requested Confidential Information is still required by the Company to perform its services for the Project, then in such event, both parties shall endeavour to obtain alternative information from other sources so that the Company can proceed with the performance of its services but the Company shall not be held responsible for the quality of such services rendered.
    7. If for any reason any provision or part thereof of this Agreement is found to be unenforceable, such provision or part thereof shall be deemed to be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect and may be enforced to the fullest extent possible.
    8. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore and shall be subject to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.
    9. This Agreement shall come into effect on the Effective Date and shall remain effective for a period of one (1) year from the date of this Agreement or for a period of one (1) year following the completion of the Project, whichever is the later.

**SIGNED by SIGNED**

For and on behalf of For and on behalf of

SINGAPORE MANAGEMENT UNIVERSITY [insert Company name]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Job title: Job title:

**Appendix D to the Conditions of Contract**

**PERSONAL DATA PROTECTION AGREEMENT**

**THIS AGREEMENT is made on [insert date] (“Effective Date”)**

**Between:**

1. **Singapore Management University**, a company limited by guarantee, with company registration number 200000267Z, incorporated under the laws of Singapore, and having its registered address at 81 Victoria Street, Administration Building, Singapore 199065 (“**SMU**”); and
2. **……………………...**, whose principal place of business is ………………………….(“**XYZ**”).

(Collectively, the "**Parties**" and each, a "**Party**").

**Whereas:**

1. SMU and XYZ entered into an agreement on [*date*] (“**Main** **Agreement**”) for [describe the *purpose*];
2. Pursuant to the Main Agreement, data will be transferred from SMU to XYZ which may contain Personal Data or be categorized as Personal Data as defined in the Personal Data Protection Act 2012 (Act 26 of 2012 of Singapore).
3. Pursuant to the Personal Data Protection Act 2012 (Act 26 of 2012 of Singapore), SMU is required to enter into a contractual arrangement with XYZ with respect to the transfer of the research data to XYZ and the Parties have agreed to enter into this Agreement on the terms and conditions set out below.

**IN CONSIDERATION OF** the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **DEFINITIONS AND INTERPRETATION** 
   1. For the purposes of this Agreement, the term “**PDPA**” shall refer to the Personal Data Protection Act (Act 26 of 2012 of Singapore), and any capitalised terms used in this Agreement which are not defined herein but are defined in the PDPA shall bear the same meaning as set forth in the PDPA.
   2. Unless otherwise expressly stated, each Party shall perform all of its Personal Data protection obligations under this Agreement at its sole cost and expense.
2. **DISCLOSURE OF PERSONAL DATA** 
   1. XYZ acknowledges and agrees that the data (“**Data**”) that is to be transferred to XYZ may contain Personal Data or be categorized as Personal Data as defined in the PDPA and is disclosed by SMU to the XYZ solely [*description of purpose(s)*] (“**Permitted Purposes**”).

2.2 XYZ agrees that it may not use the Data for any other purpose other than the Permitted Purposes. XYZ further agrees and undertakes to SMU that all of its employees and/or agents and service providers accessing the Data in connection with the XYZ’s performance of its obligations under the Main Agreement and this Agreement are aware of the Permitted Purposes and will not handle any Data in a manner exceeding the Permitted Purposes or for any other purpose.

1. **OVERSEAS TRANSFER OF PERSONAL DATA**
   1. XYZ acknowledges and agrees that in relation to any Data received from SMU in Singapore, such Data may not be transferred to, used and disclosed by XYZ outside of (*the country of XYZ*) without the prior express written consent of SMU.
   2. In the event that written consent is given to XYZ, XYZ agrees that it shall ensure and procure that the overseas recipient of such Data shall provide in writing a standard of protection in relation to Data that is comparable to the protection applicable to SMU under the PDPA and any requirements set out in any advisory or other guidelines issued from time to time by the Personal Data Protection Commission, including, without limitation, the obligations set out in Clause 4 below.
2. **PROTECTION OF PERSONAL DATA**

4.1 XYZ shall provide a standard of protection in relation to such Data that is comparable to the protection applicable to SMU under the PDPA and any requirements as set out in any advisory or other guidelines issued from time to time by the Personal Data Protection Commission, including without limitation:

1. **Purpose:** XYZ shall not use or disclose the Data for any purpose other than as specified in this Agreement.
2. **Use and disclosure:** XYZ shall only use and disclose the Data in a manner and to the extent permitted in this Agreement and observe all limitations as to such use or disclosure as SMU may notify XYZ from time to time.
3. **Protection:** XYZ shall protect the Data in its possession or under its control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks and keep a log of the movement of the Data.
4. **Retention:** XYZ shall cease to retain the Data, as soon as it is reasonable to assume that (i) the Permitted Purposes are no longer being served by retention of the Data; and (ii) retention is no longer necessary for legal or business purposes.
5. **Access:** SMU shall ensure that upon request by an individual or SMU, XYZ shall, as soon as reasonably possible, provide the individual or SMU with (i) the personal data about the individual that is in the possession or under the control of XYZ; and (ii) information about the ways in which that personal data has been or may have been used or disclosed by XYZ within a year before the date of the individual’s request.
6. **Correction:** XYZ shall, upon receiving a request from an individual or SMU, correct an error or omission in the personal data about the individual that is in the possession or under the control of XYZ, (i) correct the personal data as soon as practicable; and (ii) send the corrected personal data to every other organisation to which the personal data was disclosed by the XYZ within a year before the date the correction was made, unless that other organisation does not need the corrected personal data for any legal or business purpose.

(vii) **Re-Identification:** In the case of anonymised Data, XYZ shall immediately notify SMU if it has received any data from any part that may lead to the re-identification of any of the anonymised Data.

1. **INDEMNITY**

XYZ agrees and undertakes to SMU to fully defend, indemnify and hold harmless SMU and its related corporations or associated companies as well as their respective employees, representatives, agents and officers (“**Indemnitees**”) from and against any claim, action, demand or complaint, as well as all liabilities, judgments, penalties, compounds, losses, costs, damages and expenses that any or all of the Indemnitees may suffer in connection with any breach of this Agreement, and any failure to comply with any data protection or privacy laws in any relevant jurisdictions, and whether arising on account of the actions of XYZ, its employees, representatives or agents or otherwise howsoever.This clause shall continue in full force and effect after termination and expiration of this Agreement.

1. **TERM**
   1. This Agreement shall take effect on the Effective Date and shall continue until the Main Agreement is terminated.
2. **COUNTERPARTS**
   1. This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by signing any such counterpart and each counterpart shall be as valid and effectual as if executed as an original.
3. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**
   1. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act (Rev. Ed. 2002, Chapter 53B) to enforce any of its terms.
4. **GOVERNING LAW AND JURISDICTION**
   1. This Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

**IN WITNESS WHEREOF this Agreement has been executed as of the day and year set out above.**

SIGNED BY )

)

for and on behalf of )

Singapore Management University)

in the presence of: )

SIGNED BY )

)

for and on behalf of )

Full legal name of XYZ )

in the presence of: )

**APPENDIX C**

**Tenderer’s Proposal Form Part 1**

**Particulars of Tenderer**

Registered Name of Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Registration No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Incorporation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GST Status Registered / Non-registered\* firm with Comptroller of GST

GST Registration No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if any)

Contact Person Regarding

the Tender \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone No. / Mobile No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State whether: (Public Ltd Co., Private Ltd Co., or Partnership or Sole Proprietorship)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Capital: (If Partnership or Sole Proprietorship, state the Capital Set Aside for this business of this nature)

Authorised \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Paid Up \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Address of Bankers

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Directors / Partners:

|  |  |  |  |
| --- | --- | --- | --- |
| Name | I/C No. | Position | Address |
|  |  |  |  |

Is any director or shareholder or management of the company, or owner/management of the business, affiliated with or employed by, or whose immediate family member is affiliated with or employed by, SMU? “Immediate family member” is defined as a person's spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law, and anyone who shares such person's home.

**Yes / No** (delete as appropriate)

[If yes, please provide full details in a separate page]

|  |  |  |  |
| --- | --- | --- | --- |
| Persons Legally  Empowered to Act  & Sign (Name) | I/C No. | Position | Address |
|  |  |  |  |

I / We\* am / are\* registered with (please attach a copy of your certificate(s) of registration):

|  |  |
| --- | --- |
|  | Certificate Reg. No. |
| Construction Industry Dev. Board (CIDB) |  |
| Central Procurement Office (CPO) |  |

|  |  |
| --- | --- |
| Heads | Financial Category |
|  |  |

List of Debarments (if any):

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Authority | Debarment Reason | Debarment From Date | Debarment To Date |
|  |  |  |  |

List of Works executed for private organisations or public authorities:

|  |  |  |  |
| --- | --- | --- | --- |
| Completion Date | Nature of Work | Organisation | Value |
|  |  |  |  |

List of regular staff proposed or available for tendered projects:

|  |  |  |  |
| --- | --- | --- | --- |
| Name | I/C No. | Position | Experience |
|  |  |  |  |

State briefly business profile:

|  |
| --- |
|  |

I declare that the information contained is in the best of my knowledge and belief in all respects true and should there be any false statement, I understand that my firm / company may be barred from tendering for any University work.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please state designation of signatory in Firm / Company i.e. Manager, Managing Partner or Managing Director)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[The remainder of this page is intentionally left blank]**