

INVITATION TO TENDER

APPOINTMENT OF VENDOR FOR THE DESIGN AND RENOVATION OF 3 UNITS AT YWCA FOR HUMANITARIAN TRAINING (#02-08), CALL CENTRE (#02-02) AND OFFICE (#02-01)

SRCS/ITT/2023/008

14 NOVEMBER 2023

IMPORTANT NOTES

- 1. Vendors must RSVP via email to <u>tender.enquiry1@redcross.sg</u> by <u>Wednesday, 22 November 2023, 5:00 pm</u> in the following format:
 - Email subject header: "RSVP 23/11/23: Renovation of SRC@YWCA: Tender Briefing [COMPANY NAME]"
 - Email must include a copy of **business card** and a duly completed **Form 5**. Form 5 can be found at the end of this document under the Prescribed Forms section
- 2. Compulsory Tender Briefing: Thursday, 23 November 2023, 3:00 pm
- 3. Tender closing date: Thursday, 14 December 2023, 5:00 pm

Tender bids must be submitted via TenderBoard

15 November 2023

To the Tenderer.

Dear Sir/Mdm.

Tender Ref no.: SRCS/ITT/2023/008

INVITATION TO TENDER: APPOINTMENT OF VENDOR FOR THE DESIGN AND RENOVATION OF 3 UNITS AT YWCA FOR HUMANITARIAN TRAINING (#02-08), CALL CENTRE (#02-02) AND OFFICE (#02-01)

- 1. Singapore Red Cross Society invites Offers for the goods and/or services as described in the Tender Information and on the terms set out in the Tender Documents as a whole.
- 2. The Tender Documents of this Invitation to Tender ("ITT") comprises the following:
 - Letter of Invitation
 - Tender Information
 - Prescribed Forms (Forms 1 to 5)

The Tender Documents will be made available from **Wednesday**, **15 November 2023** on SRC's website: www.redcross.sg and on www.TenderBoard.biz

- Tender Offer must be submitted in accordance with Section 6 of Tender Information. Tenderers must submit their Tender Offers by the Closing Date, which is 5.00pm on Thursday, 14 December 2023. Late or incomplete submissions will be disqualified.
- 4. There will be a Compulsory Tender Briefing on Thursday, 23 November 2023 at 3.00pm. Venue is at YWCA, Fort Canning Lodge, Unit #02-08. <u>Attendance is compulsory</u> for all Vendors intending to submit a Tender Offer. Vendors are to wait at the venue to take attendance. Please RSVP your attendance in accordance with Section 10 of Tender Information.
- 5. Vendors who wish to attend the tender briefing will be required to register interest by sending an email to tender.enquiry1@redcross.sg with subject header: , "RSVP 23/11/23: Renovation of SRC@YWCA: Tender Briefing [COMPANY NAME]" by Wednesday, 22 November 2023, 5.00pm, with the documents below:
 - a. Portfolio of similar works done
 - b. Duly Signed Copy of Form 5 (NDA Form)
 - c. Copy of business card (front and back).
- 6. All Q&A will be uploaded onto www.TenderBoard.biz. Please login to view the Q&A.
- 7. Singapore Red Cross Society does not bind itself to accept the lowest or any Tender Offer, and reserves the right to accept the offer in whole or in part.

Benjamin William

Secretary General/CEO

Singapore Red Cross Society

TENDER INFORMATION

APPOINTMENT OF VENDOR FOR THE DESIGN AND RENOVATION OF 3 UNITS AT YWCA FOR HUMANITARIAN TRAINING (#02-08), CALL CENTRE (#02-02) AND OFFICE (#02-01)

1. Introduction

1.1. This Invitation To Tender (ITT) is for the appointment of a vendor for the design and renovation of 3 units at YWCA, comprising SRCA@YWCA(#02-08) for humanitarian training, Operation Hub/Call Centre (#02-02) for Blood Donor Department and HoME+ Services, and Office Space (#02-01) for the Blood Donor Department.

2. Background

- 2.1. Since its establishment in 1949, the Singapore Red Cross, in addition to the provision of humanitarian services, has equipped thousands of staff, volunteers and public with critical skill sets for health, first aid, disaster response, emergency preparedness and more through, its humanitarian learning arm, the Singapore Red Cross Academy (SRCA).
- 2.2. SRCA, one of the leading humanitarian training providers in Singapore, has trained more than 700,000 people to-date. SRCA launched the nation's first Psychological First Aid course in 2016. Currently, SRCA has 6 training facilities around Singapore.
- 2.3. As part of its strategic approach, SRCA empowers individuals and communities, locally and regionally with life saving skills through mutually reinforcing thrusts:
 - 2.3.1. Imparting life and humanitarian related skills and knowledge that transform lives;
 - 2.3.2. Developing high impact resources through accreditations and partnerships;
 - 2.3.3. Influencing positive change through advocacy.
- 2.4. In addition, the Blood Donor Programme and HoME+ are looking to set up an Operations Hub that will serve as a call centre and conduct monitoring for the HoME+ service.

3. Scope of Work

3.1. The appointed vendor will work with SRCA to design and renovate unit #02-08 for ancillary training. This includes (but is not limited to):

Unit #02-08

- 3.1.1. Undertaking the conceptualisation and execution of renovation for a simple design;
- 3.1.2. Providing proactive feedback and strategic advice on relevant outcomes, trends, and opportunities;

- 3.1.3. Undertaking the necessary preparatory work for the successful implementation of initiatives, such as liaising and securing buy-in from landlord, contractors and partners;
- 3.1.4. Providing relevant design and adaptation support for the development and renovation needs;
- 3.1.5. Providing regular progress reports, analyses, and sending updates.
- 3.1.6. Collaborating with other appointed vendors for installation of a CCTV network.
- 3.2. The appointed vendor will also work with BDP and HoME+ to design and renovate YWCA unit #02-02 to function as an operations hub, and YWCA unit #02-01 with the following requirements, including but not limited to:

Unit #02-02: Option A Design (With partition)

- 3.2.1a. Wiring: 20 powerpoints, cabling for data (LAN / data cable), access point for data and cable.
- 3.2.2a. Isolated power point for data storage device
- 3.2.3a. Emergency power point for back-up purposes
- 3.2.4a. Office furniture with 20 sets of tables & chairs
- 3.2.5a. 20 lockers, 5 CCTV (HoME+ partitioned area to have 1 CCTV), universal ceiling mount for projector and a projector based on the following specs or equivalent:
 - ii. Full HD smart laser projection, 1080 high definition, or equivalent
 - ii. Bright / clear images can be seen from any angle with no limitations of reflective glare
 - iii. Simple set-up,
 - iv. Device must come with a 3-year warranty.
- 3.2.6a. Room needs to be sound absorbing
- 3.2.7a. Partition wall of solid industrial material with a 1-way tempered glass panel (1-way view from inside).
- 3.2.8a. Data cabling with 4 data points for the 4 workstations for HoME+

Unit #02-02: Option B Design (WITHOUT Partition)

- 3.2.1b. Wiring: 15-20 powerpoints, cabling for data (LAN line / data cable), access point for data and cable
- 3.2.2b. Isolated power point for data storage device
- 3.2.3b. Emergency power point for back-up purposes for data storage device

- 3.2.4b. Office furniture (tables and chairs) 20 sets
- 3.2.5b. 20 lockers, 5 CCTV (HoME+ partitioned area to have 1 CCTV), 1 universal ceiling mount for projector and 1 projector based on the following specs or an Equivalent:
 - ii. Full HD smart laser projection, 1080 high definition, OR equivalent
 - ii. Bright / clear images can be seen from any angle with no limitations of reflective glare
 - iii. Simple set-up,
 - iv. Device must have a 3-year warranty.
- 3.2.6a Data cabling with 4 data points for the 4 workstations for HoME+

Unit #02-01

- 3.3.1. Office furniture (tables and chairs) 10 sets
- 3.3.2. Lockers 10 pieces
- 3.3.3. Two CCTVs if current set-up does not have.
- 3.3.4. Ensure sufficient distribution of power sockets for all equipment (i.e. Photocopier, at workstations, access points)
- 3.3.5. Cabling for 2 LAN Data points for photocopier and printer
- 3.3.6. Ensure data/wifi coverage for all corners with access points

4. Deliverables

- 4.1. Shortlisted vendors will be expected to present on their proposed design concept and quotation.
- 4.2. Submitted proposals are to include (but not limited to) the following elements:

A INSURANCE & PRELIMINARIES

- 1 Contractor to allow for preliminaries which shall include, but not limited to, the following and the likes:,
 - (i) Contractor's All Risk Insurance (with Employer as the Principal, the Contractor and all subcontractors as joint insured for their respective rights and interests.) Limit on amount insured (third party) to be \$1,000,000.00 for any one occurrence, unlimited any one period.
 - (ii) Work Injury Compensation Insurance (with Employer as the Principal, the Contractor and all subcontractors as joint-insured for their respective rights and interests.
 - (iii) Management and supervision for the works.
 - To provide PPE and safety precaution for the works
 - To provide necessary protection and housekeeping on site.

	Cleaning of site inclusive of, but not limited to the following:
	a) Sweeping of site & removal of debris
	b) Cleaning of all surfaces upon practical completion
	c) To lay plastic sheet & plywood to cover flooring.
В	BUILDER WORKS
1	For #02-08 (Classroom) - based on vendors' design:
	 To supply labour and materials to install 75mm thick gypsum board partition with structure support for 2 to 3 classrooms, based on vendors' design.
	 To supply labour and materials to install sound-proof partitions with structure support for 2 to 3 classrooms, based on vendors' design.
	To supply labour, tools and materials to to fabricate and install new timber frame and timber door with glass vision panel in selected laminate finish inclusive of ironmongeries Approximate dimension: 1100mmL to 120mmL x 2199mmH for classrooms and office (width to be wheelchair friendly)
	To supply labour, tools and materials to fabricate entrance signage.
2	 For #02-02 (Operations Hub) - if awarded based on design A (with partition): To supply labour and materials to install 75mm thick gypsum board partition with structure support for 2 to 3 classrooms, based on vendors' design. To supply labour, tools and materials to to fabricate and install new timber frame and timber
	door with glass vision panel in selected laminate finish inclusive of ironmongeries
3	To supply labour tools and materials to paint existing and new walls in 2 coats of emulsion paint.
4	To supply labour tools and installation of full-height black-out roller blinds at glass windows.
5	To supply labour, tools and materials to fabricate and install false ceiling (estimated 2,100 sf / 195.096 sqm) to facilitate reverse soundproofing for the classrooms and change of new lightings for the entire space.
С	JOINERY WORKS
1	To supply labour, tools and materials to fabricate and install new reception cum work cubicle/point of sales (2 persons) in selected laminate finish.
2	To supply labour, tools and materials to fabricate and install custom-built storage cabinets at the reception area.
	Approximate dimensions: 3000mmL x 450mmW x 2400mmH
3	To supply labour, tools and materials to fabricate and install custom-built storage space at to keep the foldable tables and training chairs.
	the foldable tables and training chairs.
	ELECTRICAL WORKS
D	
1	To supply labour, tools and materials to modify existing DB to include new powerpoints c/w SLD and LEW endorsement (upgrading not included) x 1 unit
2	LEW attendance for temporary and permanent power turn-on
3	To supply labour, tools and materials to lay 2x13A powerpoint • For #02-08 (Classroom):

	 30 units for the classrooms; 					
	 10 units for receptionist area; 10 units for office area. 					
	 ○ 10 units for office area. ● For #02-02 (Operations Hub): 					
	 20 units based on seating arrangement 					
	• For #02-01 (Office):					
	 10 units based on seating arrangement 					
	○ 1 unit for printer					
4	To supply and install lighting point c/w cabling works, including down lights at false ceiling					
5	To supply and install LED light with fittings 2 tube (300 mm x 1200 mm) estimated 60 units					
6	To supply and install Universal Projector Ceiling Mount with power plug for short-throw projector x 1 unit (existing projector provided by Red Cross)					
7	To supply and install Projector and Universal Projector Ceiling Mount with power plug for 2 units of					
	LCD/LED projectors					
8	Professional services to install HDMI cables and wall port (VGA/HDMI) at waist level					
E	ACMV WORKS - if required					
1	ACMV works c/w design and build of ducting, flexible duct, relocation and installation of thermostat, new supply grille. Upgrading of VAV or existing FCU capacity not included					
2	To supply and install connection of ACMV works to false ceiling					
3	To provide PE Endorsement for ACMV works					
4	Submission of ACMV As-Built Drawing					
F	SPRINKLER WORKS (FIRE PROTECTION WORKS) - if required					
1	To supply and install connection of new sprinkler pipe to existing main sprinkler main distributor					
	pipe c/w all necessary pipe fitting and pipe joints					
2	To supply and install connection of sprinkler works to false ceiling					
3	Sprinkler water bond fee payable to management					
4	Labour to drain off residual water from the sprinkler pipes					
G	SUBMISSION TO AUTHORITIES					
1	Prepare As-built drawing for FSC submission (Fire Plan) with PE endorsement					
2	MAA submission (Fire Plan) incl of Submission fee					
Н	SECURITY SYSTEM					
1	To supply and install CCTV System for #02-08 (Classrooms)					
	2 x cameras (1 x Facing Reception & Entrance, 1 x Facing Learners)					
	4 to 6 x cameras (2 in each classroom, facing Learners) - based on vendor's proposed					
	design					
	 8 channel turbo HD recorder 2 TB WD Hard disk 					
	5MP dome cameras					
	Labour to install and focus the cameras					
<u> </u>						

- Project management, installation, system setup, testing, commissioning and system training
- Proposed CCTV system needs to have remote viewable capabilities
- 2 To supply and install CCTV System for #02-02 (Operations Hub)
 - 1 x cameras (1 x Facing Entrance,)
 - 3 to 4 x cameras (for entire room coverage) based on vendor's proposed design (with or without partition)
 - Labour to install and focus the cameras
 - Project management, installation, system setup, testing, commissioning and system training
 - Proposed CCTV system needs to have remote viewable capabilities

Optional for #02-02:

- 8 channel turbo HD recorder
- 2 TB WD Hard disk
- 5MP dome cameras

- 3 To supply and install CCTV System for #02-01 (Office)
 - 2 to 3 x cameras (for office coverage) based on vendor's proposed design
 - Labour to install and focus the cameras
 - Project management, installation, system setup, testing, commissioning and system training
 - Proposed CCTV system needs to have remote viewable capabilities

I WIRING WORKS

- 1 For #02-08 (Classrooms):
 - 3 x Data points for Access Points/Repeater
 - 1 for Office
 - 2 for Classrooms
 - 1 x Phone Line at Reception (NETS)
 - 1 x Data Point for Printer
 - 1 x Phone Line for Printer
- 2 For #02-02 (Operations Hub):
 - 4 x Phone Lines for Home+
 - 1 x Data point for server storage device (IPIX)
- 3 For #02-01 (Office):
 - Carpentry works for pantry
 - 1 x Data Point for Photocopier
 - 1 x Data Point for Access Point/Repeater

^{**}Vendors to take note that wiring for CCTV may route to #02-08 based on requirements

^{**}Vendors to take note that wiring for CCTV may route to #02-02 or #02-08 based on requirements

J	LOOSE FURNITURE
1	For #02-08 (Classrooms):
	To supply labour, tools and materials to install foldable tables. Estimated 6 pieces + 2 spare
	To supply labour, tools and materials to install training chairs with foldable tables. Estimated
	90 pieces + 10 spare
2	For #02-02 (Operations Hub):
	To supply labour tools and material to install tables and chairs
	o 20 Tables
	o 20 Office chairs
	To supply labour tools and material to install Lockers for 20 pax
3	For #02-01 (Office):
	To supply labour tools and material to install tables and chairs
	○ 10 Tables
	o 10 Office chairs
	To supply labour tools and material to install Lockers for 10 pax

4.3. All proposals are to include a 2-year warranty for the works done.

5. Timeline

	by 22 Nov 2023, Wednesday, 5.00pm	RSVP via email to: tender.enquiry1@redcross.sg with subject header: "RSVP 23/11/23: Renovation of SRC@YWCA Tender Briefing [COMPANY NAME]"
Tender Briefing (Mandatory)	23 Nov 2023, Thursday, 3.00pm	YWCA Fort Canning #02-08 Please bring along your <u>business card</u> and the duly-signed printed copy of <u>Form 5: Non-Disclosure Agreement</u> to
Submission of tender proposals	by 14 Dec 2023, Thursday, 5.00 pm	Softcopy Submission via www.TenderBoard.biz (Vendors to sign-up for a free account)
Presentation of Proposals	3rd / 4th week Dec 2023 (Date to be advised)	Shortlisted Vendors will be notified by 20 Dec 2023, on the date to present their proposals before a Panel
Appointment of Vendor	Early Jan 2024	

6. CONDITIONS OF TENDER SUBMISSION

- 6.1. Interested vendors <u>must</u> attend the mandatory Tender Briefing as outlined in Section 5 above. Kindly RSVP to the contact listed in Section 10.
- 6.2. Proposals from vendors that did not attend the briefing session will not be considered.
- 6.3. Late or incomplete submissions will be disqualified.

7. SUBMISSION OF TENDER OFFER

7.1. All Tender Offers must be submitted via TenderBoard per the requirements stated below:

Required documents for submission:

- 1. A detailed breakdown of the costs and deliverables (for both mandatory and optional items)
- 2. The design proposal, project work schedule and quotation along with relevant forms/documents/samples.
- 3. Sample Draft Contractual Agreement (subject to mutual agreement);
- 4. All Prescribed Forms in the tender document.
- 5. ACRA Bizfile.
- 7.2. The closing date for submission is **Thursday**, **14 Dec 2023**, **5.00pm**.
- 7.3. Late or incomplete submissions will be disqualified.

8. EVALUATION CRITERIA

- 8.1. Proposals will be evaluated on the following:
 - 8.1.1. Design and viability of proposal;
 - 8.1.2. Work Schedule and Scope;
 - 8.1.3. Pricing;
 - 8.1.4. Track Record of the company.

9. Payment

Payment shall be made to the Vendor within thirty (30) days from the satisfactory completion of the works and upon receipt of the invoice as per the payment schedule below:

10% of total quotation	Upon signing of agreement
40% of total quotation	Upon agreed halfway point of works
45% of total quotation	Completion of works
5% of total quotation	Upon expiration of 2-years warranty

10. Contact Information

For enquiries on the tender requirements or to RSVP for the Tender Briefing, please send an email to tender.enquiry1@redcross.sq:

- All answers to enquiries will be published on www.TenderBoard.biz. Please sign up for a free account and login to view the Q&A.
- RSVP via email to: <u>tender.enquiry1@redcross.sg</u> (with subject header: , "RSVP 23/11/23: Renovation of SRC@YWCA Tender Briefing [COMPANY NAME]") by Wednesday, 22 Nov 2023, 5.00pm

PRESCRIBED FORMS Please complete all the forms in this section

Form 1

TENDERER'S PROFILE				
Company Name:				
UEN:				
Address:				
Year of Establishment:				
Total Paid-up Capital:				
GST Status:	We <u>are / are not</u> * a taxable person under the <i>Goods and Services Act</i> . (* delete as appropriate)			
GST Registration No.:				
GST Registration Date:				
SCHEDULE OF PERSONS EMPOWERED TO ACT The following persons are empowered to sign contract documents and act on the Tenderer's behalf:				
<u>Name</u>	NRIC No.	Designation		

Form 2

<u>OF</u>	<u>FER</u>			
То:	•	Cross Society ("SRC") e, Singapore 238486		Tender No: SRCS/ITT/2023/008
Naı	me of Tenderer:			
UE	N:			
Add	dress:			
· -		`	, •	nd undertake on the acceptance of
2. Our 7 Inforn incon	Tender Offer is nation or downg	rade anything in your Sco	does not contradict or pe of Work. You are ent	vitation to Tender. derogate from anything in the Ter itled to disqualify our Tender Offer if tion to Tender or downgrade anythin
B. We d		e information provided in	this Tender Offer (includ	ding those in the Prescribed Forms)
incorp condi execu	oorating the Cor tions, if any, a	ditions of Contract set out greed upon between SR0	in this Invitation to Tend C and us. Until the sa	ormal agreement in the appropriate for der together with such further terms aid formal agreement is prepared shall constitute a binding agreem
OUR	OFFER IS VA	LID FOR A PERIOD OF	NINETY (90) DAYS F	ROM THE CLOSING DATE OF T
period	gree that as and	in total <u>06</u> calendar month	ns.	idity of this Tender Offer for one or me
3. A bre 9. We fu 0. We w give a	ırther undertake varrant, represer	to give you any further info	ormation which you may duly authorised to subr	mit, sign this tender, receive instruct
Date	ed this	day of	, 2023	
	Authorised Si	gnature:	Company stam	p:
	Name:		Contact No:	
	Designation:		Email:	

NOTE:

This Form duly completed MUST accompany every Tender Offer.

Any alterations to its wordings may render the Tenderer liable to disqualification.

Form 3

	G BREAKDOWN (FOR RENOVATION WORKS TO YWCA UNIT 02-08 RCA@YWCA / UNIT 02-02 FOR OPERATIONS HUB / UNIT 02-01 BLOOD	
	R PROGRAMME OFFICE SPACE)	
S/N	Deliverables	Cost
	RENOVATION FOR SRCA@YWCA	
Α	INSURANCE & PRELIMINARIES	
В	BUILDER WORKS (INCLUDING HOARDING)	
С	JOINERY WORKS	
D	ELECTRICAL WORKS (REFER TO FIT OUT GUIDE)	
E	ACMV WORKS (REFER TO FIT OUT GUIDE)	
F	SPRINKLER WORKS (FIRE PROTECTION WORKS)	
G	SUBMISSION TO AUTHORITIES (REFER TO FIT OUT GUIDE)	
Н	SECURITY SYSTEM	
ı	WIRING WORKS	
	RENOVATION FOR OPERATIONS HUB/ CALL CENTRE	
Α	INSURANCE & PRELIMINARIES	
В	BUILDER WORKS (INCLUDING HOARDING)	
С	JOINERY WORKS	
D	ELECTRICAL WORKS (REFER TO FIT OUT GUIDE)	
E	ACMV WORKS (REFER TO FIT OUT GUIDE)	
F	SPRINKLER WORKS (FIRE PROTECTION WORKS)	
G	SUBMISSION TO AUTHORITIES (REFER TO FIT OUT GUIDE)	
Н	SECURITY SYSTEM	
I	WIRING WORKS	
	RENOVATION FOR BLOOD DONOR PROGRAMME OFFICE SPAC	E
Α	INSURANCE & PRELIMINARIES	
В	BUILDER WORKS (INCLUDING HOARDING)	
С	JOINERY WORKS	
D	ELECTRICAL WORKS (REFER TO FIT OUT GUIDE)	
E	ACMV WORKS (REFER TO FIT OUT GUIDE)	
F	SPRINKLER WORKS (FIRE PROTECTION WORKS)	
G	SUBMISSION TO AUTHORITIES (REFER TO FIT OUT GUIDE)	
Н	SECURITY SYSTEM	
I	WIRING WORKS	
		!

^{**}Vendors are welcome to include added recommendations/options into their pricing breakdown and/or additional fees required to meet the product specifications

S/N	Name of Client	Descr	iption of Project	Val	ue of Co	ontract	Year
NB: F	Please provide a sep	arate lis	t if the space provided	abov	e is insu	fficient.	
			OF INTEREST BY TEN			sentative)	
sharel		pany ha	, (NRIC knowledge and belie ave / do not have (*del vith SRC:	f tha	t the se	enior mana	
Name of senior management & designation/ Name of shareholder Name of family member / relative & designation in SRC SRC staff				ip to			
ND. D			if the consequence ideal of	- la	i	f: a: a 4	
NB: P	lease provide a sepa	irate iisi	t if the space provided a	above	e is insut	ncient.	
Com	pany Stamp	N	ame/Designation		Signatu	ure/Date	



UNDERTAKING TO SAFEGUARD CONFIDENTIAL INFORMATION

between:

(1)	SINGAPORE RED CROSS SOCIETY ("SRC"); and
(2)	("Vendor") (Name of Registered Business / Owner & UEN / other identifier)
whereas SRC h	nad engaged Vendor under Reference/Purchase Order/Contract No <u>SRCS/ITT/2023/008</u> to prov

(date)

whereas SRC had engaged Vendor under Reference/Purchase Order/Contract No <u>SRCS/ITT/2023/008</u> to provide goods &/or services to SRC upon and subject to the terms and conditions of this non-disclosure agreement. The Vendor hereby undertakes and agrees to comply with all the obligations under the non-disclosure requirements as described in this document:

IT IS AGREED as follows:

THIS AGREEMENT is made on

1. INTERPRETATION

- 1.1 References to statutory provisions shall, except where the context requires otherwise, be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time.
- 1.2 Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and *vice versa*, and references to any one of the masculine, feminine and neuter genders shall include the other said genders.

2. **DEFINITIONS**

- 2.1 In this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:
 - 2.1.1 "Confidential Information" In this Agreement, "the Confidential Information" means information relating to the products, services, ideas, business, personnel, trademarks, copyrights, the intellectual property or commercial activities of SRC, including but not limited to formulas, systems and presentation, compilation, devices, concepts, techniques, processes, data which individually may, or may not be confidential, which information is not generally known to the public and either derives value, actual or potential, from not being generally known, or has character such that SRC has a legitimate interest in maintaining its confidentiality.

In addition, the undersigned agrees as follows:

- (a) All documents given by SRC will be considered as Confidential Information, whether or not marked with any proprietary notice or legend when the disclosure takes place.
- (b) To avoid engaging in any "design around" activities regarding the Confidential Information.
- 2.1.2 **"Vendor"** in this Agreement shall collectively include an individual, a team, a contracting firm as well as a corporate or organizational entity.
- 2.1.3 "Purpose" in this Agreement shall refer to the agreed scope of works.

3. NON-DISCLOSURE

3.1 Third Parties

3.1.1 The vendor shall not disclose Confidential Information to third parties. If such third parties disclosure is necessary, or about to be made for whatever reason, the vendor shall seek the written permission of SRC, and allow

SRC the opportunity to enter into a non-disclosure agreement, substantially identical to this Agreement, with the third party.

3.2 Acknowledgement of Ownership and Confidentiality

3.2.1 The vendor acknowledges and agrees that the Confidential Information that is disclosed to it by SRC, or that it acquires, sees, or learns of as a direct or indirect consequence of the discussions contemplated herein, and all dealings and transactions that follow or result from such discussion(s), are the exclusive property of SRC, and the undersigned will keep that information strictly confidential.

3.3 No Transfer of Rights

3.3.1 The vendor acknowledges and agrees that it shall not acquire any right or interest in the Confidential Information and that SRC shall remain the sole owner of the Confidential Information.

3.4 No Offer for Sale

3.4.1 The vendor acknowledges and agrees that the disclosure of the Confidential Information by SRC and the Vendor does not constitute an offer by SRC to the vendor for the sale, license or other transfer of the Confidential Information. Except as may be expressly set forth herein, neither Party shall have any financial or other obligation to each other respecting the Confidential Information.

3.5 Handling of Confidential Information

- 3.5.1 In consideration of the mutual exchange and disclosure of Confidential Information, each party undertakes in relation to the other party's Confidential Information:
- (a) to maintain the same in confidence and to use it only for the Purpose and for no other purpose and in particular, but without prejudice to the generality of the foregoing:
 - (i) not to make any commercial use thereof;
 - (ii) not to use the same for the benefit of itself or of any third party other than pursuant to a further agreement with the other party; and
 - (iii) not to use the same for the purpose of guiding or conducting a search of any information, materials or sources, whether or not available to the public, for any other purpose whatsoever.
- (b) not to copy, reproduce or reduce to writing any part thereof except as may be reasonably necessary for the purpose and that any copies, reproductions or reductions to writing so made shall be the property of the Disclosure;

3.6 **Return of Information**

- 3.6.1 The vendor will return to SRC any material in the undersigned possession or control that bears, embodies or refers to the Confidential Information to SRC promptly, when requested to do so by SRCS. The undersigned shall return all documents and materials (and all copies thereof) containing the other party's Confidential Information and certify in writing to the other party that it has complied with the requirements of this sub-clause in the following circumstances:
 - (i) within one (1) month of completion of the Purpose; or
 - (ii) within one (1) month of receipt of a written request from the other party;

Signed for and on behalf of:

Company Stamp	Name/Designation	Signature/Date