



**SINGAPORE**

**INVITATION TO TENDER**

APPOINTMENT OF VENDOR FOR THE DESIGN AND RENOVATION OF  
CLASSROOM/OFFICE FOR  
YOUNG HEARTS CENTRE AT A-POSH BIZHUB AND BLOCK 269B VOID DECK

**(SRCS/ITT/2023/001)**

**06 FEB 2023**

## IMPORTANT NOTES FOR THE TENDER

1. Vendors must RSVP via email to [tender.enquiry1@redcross.sg](mailto:tender.enquiry1@redcross.sg) by **Thursday, 9 February 2023, 4pm** in the following format:
  - Email subject header: **“RSVP 10/02/23: Young Hearts Centre & BLK 269B 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: **Friday, 10 February 2023, 3pm at A-Posh Bizhub (Young Hearts Centre) #06-10, 1 Yishun Industrial Street 1, Singapore 768160**
3. Tender closing date: **Friday, 3 March 2023, 5pm**

Tender bids must be submitted via Tenderboard

6 February 2023

To the Tenderer,

Dear Sir/Mdm,

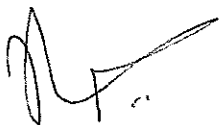
Tender Ref no.: SRCS/ITT/2023/001

**INVITATION TO TENDER: APPOINTMENT OF VENDOR FOR THE DESIGN AND RENOVATION OF CLASSROOM/OFFICE FOR YOUNG HEARTS CENTRE AT A-POSH BIZHUB AND BLOCK 269B VOID DECK**

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 **Monday, 6 February 2023** on SRC's website: [www.redcross.sg](http://www.redcross.sg) and on [www.TenderBoard.biz](http://www.TenderBoard.biz)

3. 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 Friday, 3 March 2023**. Late or incomplete submissions will be disqualified.
4. There will be a Compulsory Tender Briefing on **Friday, 10 February 2023 at 3pm**. Venue is at A-Posh Bizhub Young Hearts Centre #06-10.1 Yishun Industrial Street 1, Singapore 768160. **Attendance is compulsory** for all Vendors intending to submit a Tender Offer. Vendors are to wait at #06-10 to take attendance. Please RSVP your attendance in accordance with Section 11 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](mailto:tender.enquiry1@redcross.sg) with subject header: , "**RSVP 10/02/23: Young Hearts Centre & BLK 269B Tender Briefing [COMPANY NAME]**" by **Thursday, 9 February 2023, 4.00pm**, with the documents below:
  - a. Duly Signed Copy of Form 5 (NDA Form)
  - b. Scanned copy/photo of business card (front and back)
6. **3 representatives** per company would be allowed to attend the briefing.
7. All Q&A will be uploaded onto [www.TenderBoard.biz](http://www.TenderBoard.biz). Please login to view the Q&A.
8. 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.



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**Benjamin William**  
Secretary General/CEO  
Singapore Red Cross Society

## **TENDER INFORMATION**

### **APPOINTMENT OF VENDOR FOR THE DESIGN AND RENOVATION OF CLASSROOM/OFFICE FOR YOUNG HEARTS CENTRE AT A-POSH BIZHUB AND BLOCK 269B VOID DECK**

#### **1. Introduction**

- 1.1. This Invitation To Tender (ITT) is for the appointment of a vendor for the design and renovation of classroom/office for young hearts centre at A-Posh Bizhub and Block 268B void deck.

#### **2. Background**

- 2.1. The Singapore Red Cross (SRC) Young Hearts Programme aims to break intergenerational poverty by focusing on education, enrichment and mentorship for children. It provides quality tuition, workshops and mentorship opportunities for the vulnerable children and youths
- 2.2 The Community Resilience Department also runs community programmes for isolated elderly and lower-income families, with a strong focus on those residing in rental flats
- 2.3. In refurbishing and building the centres, SRC aims to expand its humanitarian services to benefit a greater cross section of the residents, with a strong focus on children and youth

#### **3. Scope of Work**

- 3.1. The appointed vendor will work with SRC to design and renovate the 269B void deck and Young Hearts Centre for programmes. This may include (but is not limited to):
  - 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. Installation of CCTV network.

#### **4. Target Audience**

- 4.1. The renovation design should provide safe space for SRC to run daily programmes (up to 10pm) for vulnerable communities, especially the children and youth

#### **5. Deliverables**

- 5.1. Shortlisted vendors will be expected to present on their proposed design concept and quotation.

5.2. The proposals are to include all (but not limited to) the following elements:

<b>DELIVERABLES FOR 269B VOID DECK OFFICE/CLASSROOM</b>	
<b>A</b>	<b>INSURANCE &amp; PRELIMINARIES</b>
1	<p>Contractor to allow for preliminaries which shall include, but not limited to the following and the likes;</p> <p>(i) Contractors's All Risk Insurance with Employer as the Principal, the Contractor and all subcontractors as joint insured for their respective rights and interest.) - Limit on amount insured (third party) to be \$1,000,000.00 for any one occurrence, unlimited any one period.</p> <p>(ii) Work injury Compensation Insurance (with Employer as the Principal, the Contractor and all subcontractors as joint-insured for their respective rights and interests.</p> <p>(iii) Management and supervision for the works.</p> <p>To provide PPE and safety precaution for the works</p> <p>To provide necessary protection and housekeeping on site</p> <p>Cleaning of site inclusive of, but not limited to the following;</p> <p>(a) Sweeping of site &amp; removal of debris</p> <p>(b) Cleaning of all surfaces upon practical completion</p> <p>(c) To lay plastic sheet &amp; plywood to cover flooring</p>
<b>B</b>	<b>BUILDER WORKS</b>
1	To supply labour tools and materials to lay 50mm thk cement screed on existing flooring to prepare to receive new finishes for Blk 269B Classroom/Office and Young Hearts Centre.
2	To supply labour tools and materials to lay padded vinyl flooring for Blk 269B Classroom/Office <b>**Vendors are welcome to propose alternatives that would suit our operational needs</b>
3	To supply labour, tools and materials to install 75mm thk gypsum board partition c/w structure support for an office area
4	To supply and labour, tools and material to paint existing and new walls in 2 coat emulsion paint
5	To supply labour, tools and materials to fabricate and install new timber frame and door with glass vision panel/glazing (size to be propose by vendor) in selected laminate finish incl of ironmongeries for office area in Blk 269B Classroom/Office <b>**Approx dimension: to be determined</b>
6	To supply labour, tools and materials to fabricate and install new operable walls for partition <b>**Approx dimension: to be determined</b>
7	To supply and install door digital lock x 2 pcs for Blk 269B Classroom/Office
8	To supply labour, tools and materials to fabricate door signage as per proposed design
<b>C</b>	<b>JOINERY WORKS</b>
1	To supply labour, tools and materials to fabricate and install new work cubicle/reception in selected laminate finish for Blk 269B Classroom/Office <b>**Approx dimension: 1000mmL x 600mmW x 750mmH x 1 pcs</b>
<b>D</b>	<b>ELECTRICAL WORKS</b>
1	To supply labour, tools and materials to modify existing DB to include new powerpoint c/w SLD and LEW endorsement (upgrading not included) <b>**Number to be determined and proposed by vendors</b>
2	LEW attendance for temporary and permanent power turn-on <b>**Number to be determined and proposed by vendors</b>

3	To supply labour, tools and materials to lay 2x13A powerpoint c/w necessary trunking, casing and conduit (exposed type) <b>**Number to be determined and proposed by vendors</b>
4	To supply and install lighting point c/w cabling works (exposed type) <b>**Number to be determined and proposed by vendors</b>
5	To supply and install LED light with fittings 2 tube (300 mm x 1200 mm ) <b>**Number to be determined and proposed by vendors</b>
<b>E</b>	<b>AIRCON WORKS</b>
1	To supply and install air conditioner for the premises <b>**Number to be determined and proposed by vendors</b>
<b>F</b>	<b>SPRINKLER WORKS (FIRE PROTECTION WORKS)</b>
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	Sprinkler water bond fee payable to management
3	Labour to drain off residual water from the sprinkler pipes
<b>G</b>	<b>SUBMISSION TO AUTHORITIES</b>
1	Prepare As-built drawing for FSC submission (Fire Plan) with PE endorsement
2	MAA submission (Fire Plan) incl of Submission fee
<b>H</b>	<b>SECURITY SYSTEM</b>
1	Installation of CCTV System for Blk 269B Classroom/Office provided by SRC
<b>I</b>	<b>WIRING WORKS</b>
1	<ul style="list-style-type: none"> <li>• 1 x Router and Access Points</li> <li>• 1 x Phone lines at Reception at Blk 269B Classroom/Office</li> </ul>
<b>J</b>	<b>OTHERS</b>
1	Spray Painting of Ceiling
<b>DELIVERABLES FOR YOUNG HEARTS CENTRE AT A'POSH BIZHUB</b>	
<b>A</b>	<b>INSURANCE &amp; PRELIMINARIES</b>
1	<p>Contractor to allow for preliminaries which shall include, but not limited to the following and the likes;</p> <p>(i) Contractors's All Risk Insurance with Employer as the Principal, the Contractor and all subcontractors as joint insured for their respective rights and interest.) - Limit on amount insured (third party) to be \$1,000,000.00 for any one occurrence, unlimited any one period.</p> <p>(ii) Work injury Compensation Insurance (with Employer as the Principal, the Contractor and all subcontractors as joint-insured for their respective rights and interests.</p> <p>(iii) Management and supervision for the works.</p> <p>To provide PPE and safety precaution for the works</p> <p>To provide necessary protection and housekeeping on site</p> <p>Cleaning of site inclusive of, but not limited to the following;</p> <p>(a) Sweeping of site &amp; removal of debris</p> <p>(b) Cleaning of all surfaces upon practical completion</p> <p>(c) To lay plastic sheet &amp; plywood to cover flooring</p>
<b>B</b>	<b>BUILDER WORKS</b>
1	To supply labour tools and materials to lay padded vinyl flooring for Young Hearts Centre.

	<b>**Vendors are welcome to propose alternatives that would suit our operational needs</b>
2	To supply labour, tools and materials to tear down current partitioned wall
3	To supply labour, tools and materials to install 75mm thk gypsum board partition c/w structure support for an office area
4	To supply labour, tools and materials to fabricate and install new timber frame and door with glass vision panel/glazing (size to be propose by vendor) in selected laminate finish incl of ironmongeries for office area in Young Hearts Centre <b>**Approx dimension: to be determined</b>
5	To supply and install door digital lock x 1 pcs for office space door
<b>C</b>	<b>ELECTRICAL WORKS</b>
1	To supply labour, tools and materials to modify existing DB to include new powerpoint c/w SLD and LEW endorsement (upgrading not included) <b>**Number to be determined and proposed by vendors</b>
2	LEW attendance for temporary and permanent power turn-on <b>**Number to be determined and proposed by vendors</b>
3	To supply labour, tools and materials to lay 2x13A powerpoint c/w necessary trunking, casing and conduit (exposed type) <b>**Number to be determined and proposed by vendors</b>
4	To supply and install lighting point c/w cabling works (exposed type/trucking/casing to be proposed by vendors) <b>**Number to be determined and proposed by vendors</b>
5	To supply and install LED light <b>**Number &amp; type to be determined and proposed by vendors</b>
<b>D</b>	<b>SPRINKLER WORKS (FIRE PROTECTION WORKS)</b>
1	Prepare As-built drawing for FSC submission (Fire Plan) with PE endorsement
2	MAA submission (Fire Plan) incl of Submission fee
<b>E</b>	<b>SUBMISSION TO AUTHORITIES</b>
1	Prepare As-built drawing for FSC submission (Fire Plan) with PE endorsement
2	MAA submission (Fire Plan) incl of Submission fee
<b>F</b>	<b>SECURITY SYSTEM</b>
1	Installation of CCTV System for Blk 269B Classroom/Office provided by SRC

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

## 6. Timeline

Tender Briefing (Mandatory)  <b>10 February 2023, Friday</b> <b>3.00pm to 5.00pm</b>  <b>3 representatives</b> are allowed per company	<b>A-Posh Bizhub (Young Hearts Centre) #06-10. 1 Yishun Industrial Street 1, Singapore 768160</b> <b>(Will visit 269B after briefing at YHC)</b>  RSVP via email to: <a href="mailto:tender.enquiry1@redcross.sg">tender.enquiry1@redcross.sg</a> (with subject header: , “RSVP 10/02/23: Young Hearts Centre & BLK 269B Tender Briefing [COMPANY NAME]” by Thursday, 9 February 2023, 4.00pm”.  Please bring along your <b>business card</b> and the duly-signed printed copy of <b>Form 5: Non-Disclosure Agreement</b> to submit at the briefing
Submission of tender proposals  <b>3 March 2023, Friday</b> <b>5.00 pm</b>	Softcopy Submission via <a href="http://www.TenderBoard.biz">www.TenderBoard.biz</a> (Vendors to sign-up for a free account)
Presentation of Proposals  <b><i>*Only shortlisted vendors will be invited to present their proposals</i></b>	Within the 2nd week of March 2023
Appointment of Vendor	By last week of March 2023

## 7. CONDITIONS OF TENDER SUBMISSION

- 7.1. Interested vendors **must** attend the mandatory Tender Briefing as outlined in Section 6 above. Kindly RSVP with the contact listed in Section 11.
- 7.2. Proposals from vendors that do not attend the briefing session will not be considered.
- 7.3. Interested vendors **must** present and submit a duly signed copy of the non-disclosure agreement form (Form 5) when they attend the briefing session. Non-compliance will result in refusal of entry into the briefing session.
- 7.4. Late or incomplete submissions will be disqualified.

## 8. SUBMISSION OF TENDER OFFER

- 8.1. All Tender Offers must be submitted via TenderBoard as per the requirements stated below:

Required documents for submission:

1. A one-page/two-page 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. Draft Contractual Agreement (subject to mutual agreement) **\*\*Only if vendors have any drafts available for reference;**
4. All Prescribed Forms in the tender document.
5. ACRA Bizfile.

8.2. The closing date for submission is **Friday, 3 March 2023, 5pm.**

8.3. Late or incomplete submissions will be disqualified.

## 9. EVALUATION CRITERIA

9.1. Proposals will be evaluated on the following:

- 9.1.1. Design and viability of proposal;
- 9.1.2. Work Schedule and Scope;
- 9.1.3. Pricing;
- 9.1.4. Track Record of the company.

## 10. 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

## 11. Contact Information

For enquiries on the tender requirements or to RSVP for the Tender Briefing session, please send an email to [tender.enquiry1@redcross.sg](mailto:tender.enquiry1@redcross.sg):

- All answers to enquiries will be published on [www.TenderBoard.biz](http://www.TenderBoard.biz). Please sign up for a free account and login to view the Q&A.
- RSVP via email to: [tender.enquiry1@redcross.sg](mailto:tender.enquiry1@redcross.sg) (with subject header: , **“RSVP 10/02/23: Young Hearts Centre & BLK 269B Tender Briefing [COMPANY NAME]”** by **Thursday, 9 February 2023, 4.00pm**

**PRESCRIBED FORMS**

Please complete all the forms in this section

**Form 1**

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

## Form 2

### OFFER

To: Singapore Red Cross Society ("SRC")  
15 Penang Lane, Singapore 238486

Tender No:  
SRCS/ITT/2023/001

Name of Tenderer:

UEN:

Address:

1. We, \_\_\_\_\_ (Company Name) hereby offer and undertake on the acceptance of this Tender Offer to supply goods and/or services as specified under this Invitation to Tender.
2. Our Tender Offer is fully consistent with and does not contradict or derogate from anything in the Tender Information or downgrade anything in your Scope of Work. You are entitled to disqualify our Tender Offer if it is inconsistent with or contradicts or derogates from anything in the Invitation to Tender or downgrade anything in the Scope of Work.
3. We declare that all the information provided in this Tender Offer (including those in the Prescribed Forms) are correct and true.
4. We undertake that we shall, if required by you, to execute with you a formal agreement in the appropriate form incorporating the Conditions of Contract set out in this Invitation to Tender together with such further terms and conditions, if any, agreed upon between SRC and us. Until the said formal agreement is prepared and executed, this offer together with your written acceptance thereof, shall constitute a binding agreement between us.
5. OUR OFFER IS VALID FOR A PERIOD OF **NINETY (90)** DAYS 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 **06** calendar months.
7. Our price (herein referred to as the "Contract Price") for the goods and services to be supplied by us is S\$ \_\_\_\_\_.
8. A breakdown of the Contract Price for the goods and 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 authorised to submit, sign this tender, receive instruction, give any information, accept any contract and act for and on behalf of \_\_\_\_\_ (Company Name).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Authorised Signature:	Company stamp:
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

<b>PRICING BREAKDOWN</b>		
<b>S/N</b>	<b>Deliverables</b> <b>269B VOID DECK OFFICE/CLASSROOM</b>	<b>Cost</b>
<b>A</b>	<b>INSURANCE &amp; PRELIMINARIES</b>	
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<b>G</b>	<b>SUBMISSION TO AUTHORITIES</b>	
1	Prepare As-built drawing for FSC submission (Fire Plan) with PE endorsement	
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<b>H</b>	<b>SECURITY SYSTEM</b>	
1	Installation of CCTV System for Blk 269B Classroom/Office provided by SRC	
<b>I</b>	<b>WIRING WORKS</b>	
1	<ul style="list-style-type: none"> <li>• 1 x Router and Access Points</li> <li>• 1 x Phone lines at Reception at Blk 269B Classroom/Office</li> </ul>	
<b>J</b>	<b>OTHERS</b>	
1	Spray Painting of Ceiling	

<b>PRICING BREAKDOWN</b>		
<b>S/N</b>	<b>Deliverables</b> <b>YOUNG HEARTS CENTRE AT A'POSH BIZHUB</b>	<b>Cost</b>
<b>A</b>	<b>INSURANCE &amp; PRELIMINARIES</b>	
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5	To supply and install LED light <b>**Number &amp; type to be determined and proposed by vendors</b>	
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2	MAA submission (Fire Plan) incl of Submission fee	
<b>H</b>	<b>SECURITY SYSTEM</b>	
1	Installation of CCTV System for Blk 269B Classroom/Office provided by SRC	

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



**Form 4**

<b>LIST OF RELEVANT TRACK RECORD IN THE LAST 3 YEARS</b>				
<b>S/N</b>	<b>Name of Client</b>	<b>Description of Project</b>	<b>Value of Contract</b>	<b>Year</b>

NB: Please provide a separate list if the space provided above is insufficient.

<b>DECLARATION OF CONFLICT OF INTEREST BY TENDERER</b> (Declaration by Company Director / Owner / CEO / Authorized Representative)		
I, _____, (NRIC No. : _____) hereby declare that to the best of my knowledge and belief that the senior management & shareholder(s) of our company have / do not have (*delete where appropriate) a conflict of interest, perceived or otherwise, with SRC:		
<b>Name of senior management &amp; designation/ Name of shareholder</b>	<b>Name of family member / relative &amp; designation in SRC</b>	<b>Relationship to SRC staff</b>

NB: Please provide a separate list if the space provided above is insufficient.

<b>Company Stamp</b>	<b>Name/Designation</b>	<b>Signature/Date</b>

## Form 5



### UNDERTAKING TO SAFEGUARD CONFIDENTIAL INFORMATION

THIS AGREEMENT is made on \_\_\_\_\_ (date) between:

- (1) SINGAPORE RED CROSS SOCIETY (“SRC”); and
- (2) \_\_\_\_\_ (“Vendor”)  
*(Name of Registered Business / Owner & UEN / other identifier)*

whereas SRC has requested Vendor, under Reference No./Purchase Order/Contract No SRCS/ITT/2023/001 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:**

##### **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 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 SRC. 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