

**Date: 8 November 2021**

**Request For Proposal**

**To the Vendor,**

## **REQUEST FOR PROPOSAL (“RFP”) FOR PRODUCTION COMPANY (“THE VENDOR”) FOR ARTS HOUSE LIMITED (“AHL”)**

Arts House Limited (“AHL”) invites Vendor Proposals for the goods and/or services described in detail in the Requirement Specifications and on the terms and conditions set out in the Request For Proposal (“RFP”) as a whole.

This invitation comprises the following documents:

- The Covering Letter
- Section A: Requirement Specifications
- Section B: Conditions of Contract
- Section C: Definitions

Vendors must submit their Vendor Proposals by the Closing Date, which is on **22 November 2021 (Monday), 6 pm, Singapore time.**

Vendors who wish to seek clarifications on the RFP shall submit their written request no later than 2 working days prior to the closing of the RFP to:

- 1) Mervyn Quek at [mervynquek@artshouse.sg](mailto:mervynquek@artshouse.sg)
- 2) Christine Leong at [christineleong@artshouse.sg](mailto:christineleong@artshouse.sg)

We look forward to receiving your proposal.

Yours faithfully,

Mervyn Quek  
SENIOR PRODUCER, PROGRAMMING & PRODUCING  
ARTS HOUSE LIMITED

## **SECTION A: SCOPE OF WORK AND REQUIREMENTS**

### **1. INTRODUCTION**

- 1.1 AHL was set up on 11 Dec 2002 as a public company, with the National Arts Council as its strategic partner. It was officially renamed Arts House Limited on 19 Mar 2014.
- 1.2 Arts House Limited (thereafter “AHL”) is a not-for-profit organisation committed to enriching lives through the arts. AHL manages two key national monuments located in the heart of Singapore’s Civic District - The Arts House, a multidisciplinary arts centre with a focus on literary programming, and the Victoria Theatre & Victoria Concert Hall, a heritage building that is home to the Singapore Symphony Orchestra. It also runs performing arts spaces Drama Centre, Stamford Arts Centre, Goodman Arts Centre as well as the Aliwal Arts Centre, all creative enclaves for artists, arts groups and creative businesses.
- 1.3 AHL presents the Singapore International Festival of Arts – an annual national festival of performing and interdisciplinary arts; as well as the Singapore Writers Festival – a multi-lingual festival presenting the world’s top literary talents. In addition, AHL manages the Cultural Medallion Showcase at The Arts House, celebrating the achievements of all Cultural Medallion recipients. The Cultural Medallion is Singapore’s top national award for artists.
- 1.4 In 2020, the National Arts Council appointed AHL as Place Manager for the Civic District. The Civic District Alliance was then set up in January 2021, comprising Asian Civilization Museum, Esplanade, National Gallery Singapore and AHL as key stakeholders.
- 1.5 In AHL’s Civic District Placemaking Multi-year Plan (2021-2024), 3 key strategies were expanded upon, namely Building Identity, Place Activation and Engagement. Self-guided tours were identified as a key way to integrate the different stakeholders and engage with the target audience. With the COVID-19 pandemic in mind, a self-guided tour via a web application will allow for audiences to engage and interact with the Civic District in their own time and in a safe manner.
- 1.6 In order to produce the self-guided tour web application, AHL requires a qualified turnkey vendor who will be able to deliver the entire project.

### **2. PROJECT BRIEF**

- 2.1 AHL is seeking to launch a web-based self-guided interactive application for users to use on-site key locations of the Civic District. Developed as a website application, anyone with an Internet-connected device is able to enjoy without the need to download any apps.
- 2.2 The web app should be informative as it is entertaining, where crafted thematic journeys offer a unique and compelling lens to the civic district.

2.3 To be designed with stimulating effects and sounds, the web app should be a gamified platform for self-learning and discovery—the more one uses the app, the more content is unlocked, as well as incentives that can be claimed for real-world benefits with various placemaking stakeholders. Ultimately, the web app will not only drive foot traffic to the precinct, but be a go-to destination to discover new events, happenings and offers, all in sync with Singapore’s vibrant artistic calendar.

2.4 Civic District is populated by national buildings, commercial buildings, a church, the Padang flanked by 2 clubs and the riverfront lining its fringe. With few residences within the district, the community consists mainly of visitors and staff of the different buildings and those who pass by while exercising. This community is transient and encompasses all segments and ages of the population. As such, the target audiences are:

- a. Millennials and Generation X interested in arts and entertainment
- b. Tertiary institutions
- c. Regional and International Tourists
- d. Families looking for activities to do together

### 3. SCOPE OF WORK

3.1 AHL is seeking a turnkey Production Company to provide fundamental design, build, project management and content development needed to successfully deliver the web application.

3.2 The Vendor shall undertake the scope of works as outlined below:

#### A) Brand

- a. Conceive a brand name and visual identity for the self-guided tour web application, that is aligned with the target audience and the unique characteristics of Civic District.

#### B) Interactive Design

- a. Design all aspects of the web application, including but not limited to site architecture, user journey, UI/UX, animation, soundtrack and visual effects.
- b. Identify geo-location and site-specific gamified activities within and around the Civic District.
- c. Create an attractive gameplay with episodic content in mind for expansion packs.

#### C) Website Application Development

- a. Identify the development platform to setup the content management system, as well as assess the cost benefits.
- b. Create a web-based application that can be access via a website on most popular mobile devices and computers, but does not require any additional software or app downloads
- c. Manage all aspects of web development, including but not limited to build, testing and launch via web hosting for 1 year.
- d. Maintenance, bug-fixing or updates for 1 year.

#### D) Content Creation

- a. Create at least 3 scripts that will allow users to enjoy a self-guided tour of the Civic District.
- b. These self-guided journeys should be at least be 45-mins in total engagement, and utilize more than one aspect or venue of the Civic District.

- c. Produce at least 3 interactive videos based on these scripts. This becomes the crux of the application to launch with, and should integrate the proposed gameplay in (B).
- d. Vendor is required to:
  - i. Post-production and editing.
  - ii. Insertion of brand watermarks
  - iii. Subtitling and/or translation channels in Mother Tongue languages
  - iv. Audio mix
- e. Ensure good video and sound quality for all recordings/broadcasts.
- f. Manage manpower including but not limited to the Director of Photography, talents, and film crew.
- g. Application of relevant permits/licenses where necessary.

### 3.2 Project Timeline

The Vendor must submit a draft project timeline as part of the proposal showing:

- a. Milestone in the development of the web app
- b. The production schedule of content videos detailing sequence of events (bump-in, set up etc), factoring clearance of script by client and stakeholders, necessary for the delivery and provision of the Goods and Services
- c. Allocating schedules for testing and marketing (marketing plan will be managed by AHL)
- d. Public launch before end March 2022.

#### Proposed Timeline:

End December 2021:

- i. First draft of brand name and visual identity for the self-guided tour web application
- ii. First draft of site architecture, user journey, UI/UX
- iii. First draft of scripts

Third Week of January 2022

- i. Second draft of brand name and visual identity for the self-guided tour web application
- ii. Second draft of site architecture, user journey, UI/UX, and draft of all other web application requirements as listed above
- iii. Second draft of scripts

End January 2022

- i. Third draft of brand name and visual identity for the self-guided tour web application submitted for approval
- ii. Third draft of site architecture, user journey, UI/UX, and second draft of all other web application requirements as listed above submitted for approval
- iii. Third draft of scripts submitted for approval

## Second Week of February 2022:

- i. Approval of brand name and visual identity
- ii. First draft of Mood Board for videos
- iii. Approval of site architecture, user journey, UI/UX, and all other web application requirements
- iv. Start development of web application

## Third Week of February 2022

- i. Second draft of Mood Board for Videos
- ii. Present drafts of Web application

## End February 2022

- i. Approval of Mood Board for Videos
- ii. Approval of Web Application

## March 2022

- i. Testing of Web Applications
- ii. Filming and approval of videos

## Third Week of March 2022:

- i. Launch of Web Application
- ii. Submission of all videos

### 3.3 Project Management

The Vendor shall have a Project Office in Singapore. The address of the proposed Project office that will be used for purposes of the Contract must be provided in the Proposal.

The Vendor shall designate a Project Manager for the purposes set out in Clause 1 of the Conditions of the Contract. The name, designation, email address and mobile number of the proposed Project Manager must be stated in the Proposal.

## 4. PROPOSAL SUBMISSION

4.1 All proposals must be password protected and submitted via email to [mervynquek@artshouse.sg](mailto:mervynquek@artshouse.sg), [christineleong@artshouse.sg](mailto:christineleong@artshouse.sg) by 22 November 2021 (Monday), 6 pm, Singapore time. Passwords are to be sent to [procurement@artshouse.sg](mailto:procurement@artshouse.sg) (with no CCs) with the subject line of 'Request For Proposal Submission for Appointment of a Production Company'.

4.2 All proposals, supporting information and all documentation submitted as part of the Proposal must be written or properly translated into the English language.

- 4.3 Proposals and all accompanying documents, plans, materials or other items that are submitted by Vendor in response to this Request For Proposal shall become the property of AHL.
- 4.4 Proposals submitted shall remain valid for a period of three (3) calendar months and during such extension of the period as may be agreed in writing between the Vendor and AHL.
- 4.5 Submissions shall include the items set out in the “Scope of Work”. Vendors are welcome to propose optional value-added services (with costs clearly indicated).
- 4.6 The following items shall be submitted as part of the Vendor’s Proposal for this RFP, and will be used for the purpose of evaluation:

## a) Proposed concept and design, scripts and production plan

Vendors must submit a Proposal that outlines and describes proposed specifications that they will provide to meet the requirements indicated in the Scope of Work, as part of the RFP evaluation. This should include the following:

- Brand and visual identity
- Design/Concept of user experience
- Script narratives and storyboards
- Proposed production schedule

## b) Draft Implementation Plan

Vendors shall submit a draft implementation plan as part of their Vendor Proposal, showing the detailed production time schedule and sequence of events necessary for the provision and delivery of the Goods or Services.

## c) Vendor Information

Vendors are required to submit their Vendor information and specific project manpower structure showing names, reporting structure and responsibilities of the account servicing team, including the names of key personnel and their current position.

## d) Portfolio of past work

Vendors shall demonstrate their relevant track record by submitting their portfolio of relevant projects in the past 3 years.

Please present relevant examples similar to that of our proposed scope of work. It is compulsory to show relevant experience in web development and video production.

Client list (related to the arts, events and entertainment sector).

- 4.7 AHL retains the right to award the project in part or in whole to the appointed vendor.
- 4.8 AHL does not bind itself to accept any of the Proposals submitted. AHL shall be under no obligation to accept the lowest of any Proposals.
- 4.9 AHL is not under any obligation to inform any Vendor of the reasons for non-acceptance of a Proposal.

## 5. EVALUATION CRITERIA

The weightage of quality/price is 60% on quality and 40% on price.

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|---|
| <p>1) Understanding of project brief and requirements</p> <ul style="list-style-type: none"> <li>a. Proposal details all the required specifications as outlined in the Proposal Submission Guidelines</li> <li>b. Proposal for all segments ie. Web Application, Game mechanics, etc, detailed in the Scope of Work</li> </ul> |
| <p>2) Strength of proposal to include proposed production schedules:</p> <ul style="list-style-type: none"> <li>a. How detailed the production schedule is</li> <li>b. Quality of platforms for web application</li> </ul>  |
| <p>3) Strength of design and concept</p> <ul style="list-style-type: none"> <li>a. How the designs create a unique brand and visual identity</li> <li>b. How the designs enhance the user experience in self-guided tours</li> <li>c. How the designs capture the Civic District atmosphere</li> </ul>                          |
| <p>4) Relevant experience (Clientele with similar projects)</p> <ul style="list-style-type: none"> <li>a. Number of web and games development</li> <li>b. Number of scripts and video production</li> </ul>   |

## 6. DURATION

- 6.1 The contract period for this service will end upon successful delivery of all required support and services.

## 7. FEES, PRICE AND PAYMENT SCHEDULE

- 7.1 Vendors must satisfy themselves before submitting any Vendor Proposal as to the correctness and sufficiency of their Offer Price for the execution and complete provision of all goods and/or services required under this RFP.

- 7.2 The Offer Price set out in the Vendor Proposal 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.
- 7.3 Please indicate in your proposal if you are / are not a taxable person under the Goods and Services Act and provide your GST registration number.
- 7.4 Payment schedule  
Payment will be disbursed to the vendor 30 days from the satisfactory completion and submission of work and receipt of the invoice for the same.

## **SECTION B: CONDITIONS OF CONTRACT**

Should your offer be accepted, the Terms and Conditions as set out in this Section shall govern the Contract between AHL and the Vendor.

### **1. SCOPE OF CONTRACT**

- 1.1 The Vendor shall comply with and complete the Scope of Work requirements and all provisions in the Request For Proposal.
- 1.2 No alteration shall be made by the Vendor to the provision of this Request For Proposal in particular the Scope of Work requirements and Timelines. No alteration, addition or note made by any Vendor will be recognized and the text as originally prepared by AHL will be strictly adhered to.
- 1.3 AHL will inform the Vendor of any changes to the Scope of Work, dates or venues in writing and sufficient notice will be given.
- 1.4 It is the responsibility of the Vendor to check the Request For Proposal and the Venues to gather all information and data required towards fulfilment of this Request For Proposal. The Vendor shall not make any claim against AHL and shall keep AHL fully indemnified against any failure to check or gather information as aforesaid.

### **2. DELIVERY**

- 2.1 The Vendor shall perform the Services by the Delivery/Performance Date and in the manner specified in the Contract.
- 2.2 The Vendor shall attend necessary meetings and recces arranged by AHL and shall ensure attendance by its sub-contractors as required. The Vendor shall make available for attendance at meetings a responsible representative conversant with the Scope of Work and with authority to accept and make decisions.



### 3. CONTRACT PRICE & PAYMENT SCHEDULE

- 3.1 The Vendor is to charge AHL prices based on the rates quoted in the Schedule of Rates. The rates quoted shall be deemed to have included the Vendor's overheads and profits. The Vendor shall cater for all reasonable risks in its pricing.
- 3.2 The contract price shall be fixed for the entire duration of the Contract and AHL will not consider any claim arising from any increase in costs and expenses. The Vendor is to allow for all risks, any possible imposition of price increases, wages, CPF rate fluctuations and material price fluctuation that may affect its Proposal after closing date of the Proposal.
- 3.3 The Vendor will be held to have inspected the Venues before executing this Contract, and satisfied itself to all requirements in connection with this Contract.
- 3.4 Payment shall be made in accordance with the payment schedule proposal that is agreed by AHL.

### 4. POWER TO TAKE OUT OF VENDOR'S HAND

- 4.1 Without prejudice to any of the above Clauses and without prejudice, AHL further prerogatives to act under the Clause, if the Vendor is found unable to execute effectively work given to it, AHL shall reserve the right to employ and pay other persons to execute any Scope of Work whatsoever in part or in whole which may be necessary to give effect thereto and all costs in connection therewith including administrative charge of 20% shall be recoverable from the Vendor by AHL as a debt or may be deducted from any monies due or to become due to the Vendor.

### 5. OVERPAYMENT

- 5.1 At any time during the contract period if the Vendor is found to have claimed and been paid for more than the value of work executed and provisions at the venues, AHL reserves the right to deduct from the Vendor a sum equal to two (02) times such overpayments in the subsequent payments.

### 6. VENUES & ACCESS

- 6.1 The Scope of Work will be situated at the venues as outlined in this RFP.
- 6.2 The Vendor shall ascertain for itself the exact locations of all the venues and ensure that all load ins and load outs can occur as scheduled.
- 6.3 The Vendor is advised to recce the venues and fully acquaint itself as to the nature, extent and practicability of the Scope of Work. It shall include in its Proposal any costs and expenses in respect of availability or lack of access, working space, storage, the nature of access corridors and doorways and any other limitations imposed by the venues and its surroundings.

- 6.4 The venues are not to be used for any purpose other than the execution of this Proposal.
- 6.5 The Vendor shall load in to / load out from the venues on the respective scheduled dates and at its own costs and expenses, thereafter clearing the venues of any equipment, waste and the like. It shall also make good any damage caused at the venues by reason of the use of the access on any property whether movable or immovable.
- 6.6 The Vendor shall ensure that no illegal workers or immigrants are at the venues. The Vendor shall sign a written undertaking that no illegal workers and/or immigrants are employed for the venues. A specimen of undertaking is annexed to this Conditions of Contract.
- 6.7 Before commencement of the Scope of Work at the venues, the Vendor shall submit as required complete work information and name lists of all relevant personnel and vehicle details for access to AHL and AHL whose approval must be obtained prior to execution of the Scope of Work. The Vendor shall update and resubmit this information should there be a change in details within the week.

## 7. EXISTING INFRASTRUCTURE & FACILITIES

- 7.1 The Vendor's attention is drawn to the fact that the surrounding areas of the venues are in operation during the execution of the Scope of Work. In this respect, the Vendor is to exercise the greatest care and take adequate precautions to minimize the amount of disruptions, waste and the like.

## 8. EQUIPMENT

- 8.1 The Vendor shall provide all equipment, tools and accessories for the proper execution of the Scope of Work. Such costs and expenses shall include but are not limited to the coordination and movement of equipment to and from and around the venues.
- 8.2 The Vendor shall ensure that only equipment, tools and accessories with minimal safety, health and environment risks shall be brought to the venues.

## 9. LOADING IN EXCESS OF APPROVED WEIGHT LOADING LIMITS

- 9.1 The Vendor shall ensure that it adheres to the weight loading limits at the respective venues for all equipment load ins / load outs.

## 10. PROTECTION OF UTILITY CABLES

- 10.1 The Vendor shall maintain and protect all power sources electric cables and the like in connection with the Scope of Work and shall make good all damage occasioned hereto during the execution of the Scope of Work and shall indemnify AHL against any claims arising therefrom.

## 11. INVENTORY & POWER REQUIREMENTS LIST

- 11.1 The Vendor shall submit all necessary inventory and power requirement lists to AHL as and when required and obtain written approval. These lists must be submitted in ample time for AHL's review prior to any fabrications or placing of purchase orders.
- 11.2 The actual inventory and power requirements must correspond to the approved lists. Should there be any replacements required, this must be communicated ahead of time to AHL and approval must be obtained.

## 12. RIGHTS OF THIRD PARTIES

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

## 13. SUB-CONTRACTING AND ASSIGNING

- 13.1 The Vendor shall not sub-contract or assign the Contract without the prior written consent of AHL.

## 14. SUSPENSION OR TERMINATION

- 14.1 Without prejudice to any other provisions in the Contract, AHL shall be at liberty also to terminate the Contract forthwith by notice sent by email or registered post to the Vendor if the Vendor: -
- a) wholly suspends the Scope of Work without reasonable cause; or
  - b) if the Vendor has failed to carry out the Scope of Work to the entire satisfaction of AHL; or
  - c) if the Vendor is in breach of any of the terms and/or conditions of the Contract; or
  - d) commits an act of bankruptcy or become insolvent or compounds with or makes any assignment of this Contract for the benefit of its creditors
- 14.2 AHL shall be entitled to recover from the Vendor the amount of any loss resulting in the event of any termination pursuant to Clause 14.1 above herein.
- 14.3 In any termination pursuant to Clause 14.1 herein, AHL may carry out the Scope of Work by any other means and all costs so incurred by AHL shall be payable by the Vendor.
- 14.4 AHL pursuant to the Clause 14.2 and 14.3, may offset such loss and /or costs against any amount due from AHL to the Vendor for work done prior to the said termination and may also deduct such loss and/or costs from the contract price payable by AHL to the Vendor of this Contract. In the event the said loss and/or costs exceed any amount due from AHL to the Vendor, the difference shall be recoverable as a debt due from the Vendor to AHL.

14.5 Notwithstanding any other provisions to the contrary, AHL shall have the right to terminate the Contract if it is established that the Vendor is unable to complete the Scope of Work within the prescribed date for completion without assigning any reason whatsoever.

## 15. FORCE MAJEURE

15.1 If the Contract becomes impossible to perform by either party due to acts of force majeure, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities (which prohibits attendance at AHL's events where the Scope of Work is to be executed at), the contract may be terminated for any one or more of such reasons by written notice from one part to the other.

15.2 The execution of the Contract is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes (except those involving the employees or sub-contractors of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to travel to the venues. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) working days – after learning of such basis.

## 16. GIFTS, INDUCEMENTS AND REWARDS

16.1 AHL may terminate the Contract and recover from the Vendor the amount of any loss resulting from such termination, if the Vendor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with AHL or for showing or forbearing to show favour to any person in relation to any Contract with AHL, or if the like acts shall have been done by any person employed by the Vendor or acting on his behalf (whether with or without the knowledge of the Vendor).

## 17. VARIATION

17.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Vendor and the authorised contract signatory of AHL.

## 18. INSURANCE – PUBLIC RISKS

18.1 The Vendor shall effect the following policies:

- Public Liability Insurance
- Work Injury Compensation Insurance
- Business Equipment Insurance

- 18.2 All insurance policies shall be in the joint names of AHL, Vendor and all sub-contractors of any tier. Other than in respect of Work Injury Compensation insurance, the insured shall include the directors, agents, officers and staff of AHL, Vendor and all sub-contractors of any tier. The policies shall cover the contractual period.
- 18.3 The Work Injury Compensation Policy shall cover the Vendor and/or all sub-contractors (including designated or nominated sub-contractors) of any tier for their legal liability, whether under the Work Injury Compensation Act or any common law, for death, illness or injury of employees arising in the course of their employment in connection with the carrying out of the Scope of Work. The policy shall also cover AHL's vicarious liability for whether under the Work Injury Compensation Act or at common law, for death, illness or injury of employees of the Vendor and/or all sub-contractor of any tier in the course of their engagement in connection with the carrying out of the Scope of Work.
- 18.4 The Vendor's Public Liability Insurance shall provide cover in respect of physical loss or damage to the Scope of Work and shall also cover the legal liability of the insured parties for accidental damage to third party property and/or accidental bodily injury to third parties arising from carrying out the Scope of Work.
- 18.5 The Public Liability Insurance shall be extended to cover the loss and damage to existing property of AHL. The sum to be insured shall be \$1,000,000.00.
- 18.6 The cover for legal liability to third parties for accidental property damage and/or accidental bodily injury shall have a limit liability of \$1,000,000.00 for any one occurrence with the number of occurrences being unlimited for the period of insurance.
- 18.7 The Vendor shall extend the Public Liability provision to cover any expense, liability, loss, claim or proceedings which AHL will incur or sustain by reason of damage to any property caused by the negligence, omission or default of the Vendor, its staff, agents, or any of its sub-contractors.
- 18.8 The limit of liability under this extension in respect of all or any occurrence shall not exceed \$1,000,000.00 in the aggregate.
- 18.9 The Vendor shall have adequate Business Equipment insurance to cover loss or damage to its property arising from mishandling and negligence in connection with the carrying out of the Scope of Work.
- 18.10 AHL shall not be liable for loss or damage to the Vendor's property placed or left at the Venues or elsewhere on AHL's property.
- 18.11 The cover for legal liability to third parties for accidental property damage and/or accidental bodily injury should include other persons exercising their respective duties, functions and powers in compliance with the Workplace Safety and Health Act and/or its Regulations. Such persons are considered as third parties under the terms of the insurance policy.
- 18.12 The Vendor shall take out and pay all premiums in respect of the abovementioned insurance policies and any other insurances which it considers to be necessary.

- 18.13 Any deductibles/excesses that the Vendor elects to carry is a matter between the Vendor and the insurance company issuing the insurance policy/policies and should be allowed for in the Proposal.
- 18.14 The Vendor will be responsible for the premiums in connection with extending the period(s) of insurance cover in the event that the Vendor fails to complete the Scope of Work by the completion date fixed in accordance with the conditions of the Proposal.
- 18.15 No work shall commence until all the insurance policies and payment receipts for the aforementioned insurances have been submitted by the Vendor to AHL.

## 19. PERMITS & LICENSES

- 19.1 The Vendor shall ensure that it applies for and maintains the required permits and licenses necessary in connection to the execution of the Scope of Work. The costs and expenses in relation to the applications shall also be borne by the Vendor and are to be included in the Proposal.

## 20. LABOUR-ON-COSTS

- 20.1 The Vendor shall bear all costs, charges fees and any other item of expense in connection with the employment of all personnel for the Scope of Work for the duration of the contract period but not limited to: -
- Central Provident Fund contributions and Workers' Levy
  - Annual and public holidays
  - Travelling time, expenses, fares and transport
  - Non-productive time and other expenses in connection with overtime
  - Incentives and bonuses
  - Any other costs, charges, fees and any other item of expense in connection with the employment of all personnel which may be incurred for the proper carrying out of the Scope of Work.
- 20.2 The Vendor agrees to accept the risks relating to any change of legislation relating to the procurement and employment of labour which may be introduced from time to time during the period of the Contract and bear any additional costs and expenses which may be incurred arising therefrom.

## 21. VACCINATION

- 21.1 All personnel shall be fully vaccinated before they are scheduled for duty, and the vaccination status of each personnel must be included in the personnel lists that are to be submitted to AHL prior to commencement of work. Mandatory checks will be conducted at the venues to enforce this.

## 22. ATTIRE FOR WORKERS

22.1 All personnel at the venues (whether direct or sub-contractors' workers) shall be dressed in presentable attire at all times when they are working onsite. The attire shall project a professional image of the Vendor/sub-contractor's firm. The attire shall be clean and proper and if, in the opinion of AHL, the attires are not acceptable, AHL may direct the Vendor to make changes to the attire to the satisfaction of AHL and the Vendor shall bear all cost and expense in connection herewith.

## 23. PRESS STATEMENTS

23.1 The Vendor, its personnel and sub-contractors shall undertake not to make any public or press statements of any form or description and not to divulge any information to the public, concerning this Request for Proposal before, during or after completion of the Scope of Work.

## 24. INTELLECTUAL PROPERTY

24.1 The Vendor shall ensure that all logos, works and intellectual property of AHL and the festival are not replicated, and are solely used for the purpose of the festival as outlined in the Scope of Work. Any other use will require notice in writing to AHL for its approval.

## 25. CONFIDENTIALITY

25.1 Except with the consent in writing of AHL, the Vendor shall not disclose to any third parties, this Request For Proposal, and any information, instructions, plans, specifications, documents, materials and other items shown or given to Vendor pursuant to this Request For Proposal by or on behalf of AHL.

## 26. APPLICABLE LAW

26.1 The Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.

26.2 For the avoidance of doubt, until AHL issues a Letter of Acceptance, an Order message, or Purchase Order, this document (i) is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Goods and/or Service from any Supplier; and (ii) shall not be construed as providing or implying that a contract will be entered into with any supplier.

## 27. COMPLIANCE TO LAW

27.1 The Vendor shall perform its duties and obligations in compliance under this Contract with the provisions of all applicable laws, statutes, by laws, orders, rules, regulations, guidelines, notices and requirements for the time being in force ("Applicable Laws"). The Vendor shall at all times be

responsible at its own cost to obtain, before performing its duties and obligations under this Request For Proposal, and keep in force the necessary licenses, approvals, permits or consents, if any.

## 28. MISCELLANEOUS

28.1 No variation or amendment of this Contract shall be effective unless made in writing and signed by both parties hereto.

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

## SECTION C: DEFINITIONS

Throughout this Request For Proposal and any resultant Contract, unless the context otherwise requires, the following definitions shall apply:

- a) "Request For Proposal" means all RFP documents forwarded to the Vendor inclusive of the Cover Letter, Scope of Work, Requirement Specifications, Submission guidelines, Conditions of Contract and any other documents and forms enclosed.
- b) "Contract" means resultant contract between AHL and the successful Vendor and includes the documents contained in this RFP.
- c) "Vendor" means entity offering the service for this RFP and has an existing registration or must have applied for registration with the relevant Government Registration Authority.
- d) "Venues" means the Festival venues as outlined in the Scope of Work section of this RFP.
- e) "Scope of Work" means the execution of work and services as described in this RFP, which is essentially the fundamental production, technical, broadcasting, operations and manpower support needed to successfully deliver the festival. This also includes all the incidental components and expenditures not explicitly mentioned but are necessary for the efficiency, stability and completion of the Scope of Work.



ARTS  
HOUSE  
LIMITED

ORGANISES

singapore  
international  
festival of  
arts



SINGAPORE  
WRITERS FESTIVAL

MANAGES

THE  
ARTS  
HOUSE

VICTORIA  
THEATRE & CONCERT HALL

ALI WAL  
ARTS CENTRE

dramacentre

GOODMAN  
ARTS CENTRE