INVITATION TO TENDER

APPOINTMENT OF A PAID MEDIA AGENCY FOR KIDSTART SINGAPORE LIMITED FOR THE PERIOD OF 1 APRIL 2026 TO 31 MARCH 2027 WITH THE OPTION TO EXTEND FOR THE FOLLOWING FINANCIAL YEAR OF 2027 (1 APRIL 2027 TO 31 MARCH 2028)

[KSL/ITT/2025/005]

13 JANUARY 2026

IMPORTANT NOTES FOR THE TENDER

1. A Mandatory Tender Briefing will be conducted on **Wednesday, 21 January 2026**, via Teams. Vendors will be contacted on allocated timeslot.

2. Tenderers must reply via email to samantha.chow@kidstart.sg and shariffa.bubenheim@kidstart.sg by **Monday, 19 January 2026, 6.00pm Singapore Time** in the following format:

    - Email subject header: "RSVP 21/01/26: PAID MEDIA AGENCY TENDER FOR KIDSTART FROM APRIL 2026 TO MARCH 2027 [INSERT COMPANY'S NAME]"

    - Email must include a link to the Bizfile Entity Profile and a duly completed Undertaking To Safeguard Confidential Information which can be found at the end of this document under the Prescribed Forms Section.

    - Only tenderers who have replied by Monday, 19 January 2026, will receive the Teams link for the briefing and be eligible to receive the Media Strategy Paper after attending the Tender Briefing.

3. Dissemination of Media Strategy Paper: **Friday, 23 January 2026**

4. Tender closing date: **Monday, 9 February 2026, 12.00pm Singapore Time**

    - Tenderers must protect the tender document with a password when submitting the tender documents to tender@kidstart.sg by the closing date with the email subject header <TENDER FOR PAID MEDIA AGENCY FOR KIDSTART SG FY26 [Insert Company's Name]>

    - Tenderers must send the password for the document separately to Samantha.chow@kidstart.sg and Shariffa.bubenheim@kidstart.sg by the closing date with the email subject header <PASSWORD FOR TENDER FOR PAID MEDIA AGENCY FOR KIDSTART SG FY26 [Insert Company's Name]>

KIDSTART SINGAPORE LTD
UEN No: 202027544G

13 January 2026

INVITATION TO TENDER FOR PAID MEDIA AGENCY SERVICES FOR KIDSTART

TENDER REFERENCE NO.: KSL/ITT/2025/005

1 KIDSTART SINGAPORE LTD. ("KSL") is an Institute of Public Character. KSL invites you to submit a tender for Paid Media Agency Services. The details of the Services required are set out in the Requirement Specifications. For avoidance of doubt, KSL reserves the right to change the start date for the provision of these services as KSL may determine from time to time at its sole discretion.

2 This Invitation to Tender ("ITT") comprises the following tender documents:

a) Covering Letter with the following prescribed forms attached:

i. Form of Tender (Annex A)
ii. Form on Undertaking to Safeguard Official Information (Annex B)

b) Part 1 : Requirement Specifications with the following prescribed forms attached:

i. Statement of Compliance (Annex C)
ii. Document Submission Listing (Annex D)
iii. Track Record of Company (Annex E)

c) Part 2 : Instructions to Tenderers
d) Part 3 : Conditions of Contract
e) Part 4 : Evaluation Criteria
f) Part 5 : Price Schedule

3 The Tenderer's submission shall include all items stated in the Document Submission Listing (Annex D).

4 KSL will conduct a Tender Briefing on the project requirements. Only tenderers who have attended the briefing will be allowed to submit tenders for this project. The details of the Tender Briefing, to be held online, are as follows:

Date: 21 January 2026
Time: Tenderers will be contacted individually on their timeslots.

5 Each tenderer may nominate up to two (2) representatives to attend the briefing. Interested tenderers must provide the name(s), designation, email address(es) and telephone contact(s) of the representative(s) of your company who will be attending the tender briefing to Ms Samantha Chow at Samantha.chow@kidstart.sg and Ms Shariffa Bubenheim at Shariffa.bubenheim@kidstart.sg by 19 January 2026, 6pm.

6 The ITT will close on **Monday, 9 February 2026 at 12.00 p.m. sharp Singapore time** ("**Closing Deadline**"). For the avoidance of doubt, KSL reserves the right to extend the Closing Deadline to such later date(s)/time(s) as KSL may determine from time to time at its sole discretion.

7 The Tender Opening Period for this ITT is from **Tuesday, 13 January 2026 to 9 February 2026 at 12.00 p.m (Singapore time).**

8 Tender submission shall be done electronically via email. All tender submissions shall be protected by a password and submitted **only** to tender@kidstart.sg with the email subject header <TENDER FOR PAID MEDIA AGENCY FOR KIDSTART SG FY26 [To insert Company's Name]>. The password should be separately submitted to Ms Samantha Chow at samantha.chow@kidstart.sg and Ms Shariffa Bubenheim at shariffa.bubenheim@kidstart.sg with the email subject header <PASSWORD FOR TENDER FOR PAID MEDIA AGENCY FOR KIDSTART SG FY26 [Company Name]>.

9 Any tender which is submitted after the Closing Deadline will not be accepted.

10 All enquiries regarding this RFP shall be made in writing or e-mail directed to the following officers:

Name:	Ms Samantha Chow Ms Shariffa Bubenheim
Address:	30 Prinsep Street, #06-01 Singapore 188647
Email:	samantha.chow@kidstart.sg shariffa.bubenheim@kidstart.sg

11 All information in the ITT is not to be communicated, either directly or indirectly, to the press or to any person not authorized to receive it. Your attention is drawn to the Official Secrets Act 1935 (2020 Revised Edition) which relates to the safeguarding of official information.

Yours faithfully

Joel Tan
Chief Executive Officer
KIDSTART SINGAPORE LTD.

Annex A

FORM OF TENDER

To:
KIDSTART SINGAPORE LTD

Name(s) of Tenderer(s):

Address:

TENDER NO: KSL/ITT/2025/005

1 We offer and undertake on your acceptance of this Tender Offer to supply Services as specified in the Requirements Specifications in accordance with the Instructions to Tenderer in your Invitation To Tender and the terms and conditions as agreed upon between you and us.

2 Our Tender Offer may include qualifications or variations permitted under the Instructions to Tenderers.

3 Where required by you, we shall execute a formal agreement in the appropriate form incorporating the terms and conditions as agreed upon between you and us. Until the said formal agreement is executed, this Tender Offer together with your written acceptance, shall constitute a binding agreement between us.

4 OUR OFFER IS VALID FOR **90 CALENDAR DAYS** FROM THE CLOSING DEADLINE OF THIS ITT.

5 Our price (herein referred to as "the Contract Price") for the Services to be provided by us comprise the following:

(i) Total Price at a sum of S$ _____ (exclusive of GST).
(ii) Agency Commissions at a percentage of _____%.

6 The breakdown of our quotation is as indicated in the price schedule attached hereto.

7 We further undertake to give you any further information which you may require.

8 We warrant, represent and declare that we have the power to enter into, perform and deliver, and have taken all necessary action to authorise our entry into, performance and delivery of, the binding agreement upon your written acceptance of our Tender Offer.

Dated this _____day of _____2026.

Tenderer's Company or Business Registration No: _____

Authorised Signature: _____

Name of Authorised Representative: _____

Designation of Authorised Representative: _____

Annex B

UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION

TENDER REFERENCE NO.: KSL/ITT/2025/005

To: KIDSTART SINGAPORE LTD.

1 My attention has been drawn to the Official Secrets Act 1935 (Revised Edition 2012) and in particular to section 5 thereof which relates to the safeguarding of official information.

2 I understand and agree that all official information acquired by me in the course of my work and consultancy with KIDSTART SINGAPORE LTD is strictly confidential in nature and undertake not to publish or communicate such information to any unauthorised person in any form at any time.

3 I shall ensure that any other person who is authorised by me to have access to any official information shall similarly sign an undertaking to safeguard official information.

4 I undertake to return any document received from KIDSTART SINGAPORE LTD, any other copies made or reproduced from such document or part thereof whenever required by KIDSTART SINGAPORE LTD.

5 I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the Official Secrets Act or civil proceedings.

…… (Signature)	…… (Full name in BLOCKS and NRIC)
…….. (Designation)	…… (Name of Company)
…… (Date)	
…… (Signature of WITNESS)	…… (Full name in BLOCKS)
…….. (Designation)	…… (Name of Company)

REQUIREMENT SPECIFICATIONS

Background

1. KidSTART Singapore Ltd (KSL) is issuing this Invitation To Tender ("ITT") to appoint a suitable Paid Media Agency ("Tenderer") / companies ("Tenderers") to plan, execute and manage paid media campaigns to support KidSTART's marketing and communications objectives. For the avoidance of doubt, KSL reserves the right to change the commencement date for the services to such other date as KSL may determine from time to time at its sole discretion. For purposes of this ITT, the expression "Contractor" shall (where applicable) refer to the successful Tenderer whose tender offer has been accepted by KSL.

2. The Proposer must be an expert agency with relevant experience and expertise to provide the Services.

The Proposer shall not use any arrangement which has the effect of circumventing this prohibition, including but not limited to back-to-back arrangements or undisclosed joint bidding structures.

The Proposer must fulfil the following:

(a) Each Proposer shall be a single business organisation duly organised, existing and registered under the laws of its country of domicile.

(b) Each Proposer must submit its proposal independently and shall be solely responsible for the performance of the Contract.

(c) Proposer shall not have been debarred from public sector contracts.

(d) After the submission of the Proposal, any introduction of, or changes to, the Proposer must be approved in writing by KSL.

(e) The Proposer must have the relevant expertise to undertake and provide the Services.

Scope of Works

The appointed agency will be responsible for:

3.1 **Strategic Planning**

- Develop and implement an integrated paid media strategy that effectively raises awareness, drives engagement, and supports programme sign-ups of eligible families or suupport and participation of volunteers and corporate and community partners across KidSTART's initiatives that are aligned with the overall Communications strategy

- Conduct audience profiling and media consumption analysis to identify relevant target segments (e.g. parents of young children, corporate partners, donors, volunteers, etc.).

- Recommend optimal channel mix, budget allocation, and flighting schedule to maximise reach and impact to target audience.
- Propose creative and media integration opportunities to strengthen message consistency across channels.
- Propose OOH opportunities based on campaign objectives and audience relevance.

3.2 **Campaign Execution and Management**

- Manage media buying, including negotiations with media owners, publishers, and digital platforms.

  Paid media channels include, but are not limited to:

  i. Digital Paid Media: Meta (Facebook, Instagram), Google (Search, Display, YouTube), TikTok, LinkedIn, etc.
  ii. Programmatic Media Buys: Display, video, native, and mobile placements.
  iii. Out-of-Home (OOH): Bus shelters, digital screens, HDB lift panels, bus wraps, MRT screens, and other suitable OOH formats.
  iv. Other Paid Channels: Any other paid touchpoints that align with KidSTART's target audience and objectives (e.g. local community media, parenthood portals, etc.).

- Ensure media placements comply with all relevant advertising guidelines and government regulations.
- Provide value-added opportunities (e.g. bonus spots, editorial tie-ins, partnership value) where possible.
- Handle full OOH execution, including site recommendation, production coordination, and logistics (permits, installation, dismantling).
- Conduct site recce and provide photo documentation upon installation.
- Provide visibility reports with impressions, footfall estimates, and visual proof of placement.
- Set up, implement, and optimise all approved campaigns across selected platforms.
- Ensure timely trafficking of creative assets and correct implementation of tracking parameters (UTMs, pixels, etc.).
- Monitor campaigns daily/weekly to optimise performance and budget utilisation.
- Troubleshoot delivery or technical issues.

3.3 **Performance Tracking and Reporting**

- Provide monthly and end-of-campaign reports detailing:
  - Media spend by platform/channel
  - Performance metrics (reach, impressions, CTR, conversions, etc.)
  - Key insights and learnings
  - Recommendations for optimisation and future campaigns
  - Provide post-campaign evaluation and ROI analysis.

3.4 **Account Management and Coordination**

- Designate an account lead to serve as the primary point of contact with KidSTART.
- Attend regular check-ins (weekly/bi-weekly) with KidSTART.
- Manage timelines, approvals, and asset delivery efficiently to meet campaign deadlines.
- Conduct frequent market research, to update and inform client of media landscape changes and shifts.

3.5 The Tenderer is to state and explain in **Annex C** whether the aforementioned requirements specified in clauses 3.1 to 3.4 can be complied with.

3.6 The Tenderer is required to ensure that the schedule of prices for Services proposed in the Tenderer's Tender Offer are presented in an itemized format with details in ITT Part 5: Price Schedule.

Documents Submission

4. The Tenderer's submission shall include all items stated in the Document Submission Listing (**Annex D**).

Payment Schedule

5. KSL will make payment to the Contractor upon satisfactory completion of the delivery of the Services on a monthly basis. All paid media expenses will be paid via the Contractor. Contractor will consolidate all expenses related to KSL's deliverables and will bill KSL on a consolidated invoice.

7. Payment will be made through Interbank GIRO in accordance with the terms of payment as set out in clause 8 of ITT Part 3: Conditions of Contract.

8. The cost(s) quoted in the Contractor's submission shall be deemed to cover all listed Services. The Contractor shall not assign or sub-contract either wholly or in part this contract without written authorisation by KSL.

9. Monthly payment will be paid within 30 calendar days of the last deliverable of the previous month and after invoice has been issued.

Contract Period

10. The appointment of the Contractor will commence from tender award date to 31 March 2027 for the duration of the paid media management services ("Contract Period"). The contract shall commence from the signed date of the Letter of Acceptance ("LOA") and will terminate when the contract value is fully expensed or the expiry of the Contract Period, whichever is earlier.

Award of Tender

11. KSL reserves the right not to accept the lowest or any tender received, and the right to award the tender in full or in parts. In no case will any expense incurred by any Tenderer in the submission of its proposal for this ITT or its presentation be borne by KSL.

Annex C

Statement of Compliance with Invitation To Tender

1. Please state clearly the compliance to each clause in the Requirement Specifications. Where there is a failure to indicate any compliance against any clause, it shall be deemed that the Contractor has indicated "Compliance", and the offer shall be evaluated accordingly.

2 Only the following responses are acceptable:

"Compliance" or "C" : When the Goods and/or Service meet all requirements without any customisation / modification. The Contractor shall not add comments against the clause that vary the meaning of full compliance to the clause. However, comments indicating references to literature to substantiate the response is permissible. Any other comments which will vary the meaning of full compliance will be ignored.

"Non-Compliance" or "NC": When the Goods and/or Services do not comply with the requirements at all.

"Noted" or "ND" : When a statement is made in the ITT which does not call for the Contractor to meet a specific requirement but merely informs the Contractor of a fact, then the term "Noted" will be accepted as acknowledgement that the Contractor has read and understood the information. Where "Noted" is used against clauses requiring response other than "Noted," the Contractor's response will be classified as "Comply."

COMPLIANCE TO REQUIREMENT SPECIFICATIONS

S/N	Paragraph Reference (1)	Compliance (2) C / NC	Explanatory Notes (3)
A.	3.1		
B.	3.2		
C.	3.3		
D.	3.4		

Annex D

DOCUMENT SUBMISSION LISTING

The Tenderer shall:

1. Ensure that the following documents are included with the requirements set out in the Invitation To Tender documents; and

2. Check the completeness of the submission against the checklist below by indicating a tick "□" in the relevant boxes.

•	Form of Tender (ITT Cover Letter Annex A)	☐
•	Undertaking to Safeguard Official Information (ITT Cover Letter Annex B)	☐
•	Statement of Compliance with Invitation To Tender (Annex C)	☐
•	Price Schedule (ITT Part 5)	☐
•	Proposal, detailing: Year-long paid media strategy and channel recommendation deck to increase outreach to eligible families and increase brand awareness of KidSTART Singapore to achieve KPIs	☐
•	Relevant Track Record of Company demonstrating 2 years or more of experience from 2021 onwards, inclusive of most recent projects/awards & accolades, if any. **A1.** Past corporate projects and testimonials of work done for paid media services **A2.** Community track record, if any (eg working with organisations in the Social Service sector, Nonprofit and/or Early Childhood sector. If there are no relevant track records, **NIL RETURN submission of Annex E** is required.	☐
•	CV/Resume/Portfolio of Team Lead/Consultant and Assistant Team Lead performing the Contract to include but not limited to the following information. **A3.** Number of years of experience in the different roles (Account Manager/ Paid Media Lead) **A4.** The roles and responsibilities of each of the members	☐
•	Certification of Incorporation	☐
•	Business Profile (ACRA Bizfile extract not older than 1 week from the closing date of the RFP)	☐

Annex E

TRACK RECORD OF COMPANY

If there are no relevant track records, a **NIL RETURN** is required. Please indicate NIL and submit Annex.

S/N	Company Name	Brief Description of services provided	Reference Contact	Year of Contract

1. KSL reserves the right, at its sole discretion, to verify the accuracy of the track record listed above.

2. All track record and other performance information will be used to determine the composite performance results.

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

1.1 All terms referred to in this Invitation To Tender shall have the meanings ascribed to them in the Conditions of Contract, unless otherwise defined herein or the context otherwise requires.

2. ELIGIBILITY

2.1 All persons or entities who are debarred from participating in public sector tenders are not eligible to participate in this Invitation To Tender. Where a Tenderer is debarred after the submission of its Tender Offer, the Tenderer shall not be considered for the award of this Invitation To Tender. If a Tender Offer is submitted without explicitly mentioning that the Tenderer is currently debarred, KSL shall treat the submission of the Tender Offer as an express continuing declaration by the Tenderer that the Tenderer is in fact eligible to participate in this Invitation To Tender and, if such a declaration is discovered to be false, KSL will be entitled to, at any time, rescind any contracts entered into pursuant to such a Tender Offer without KSL being liable therefor in damages or compensation.

3. SUBMISSION OF TENDER OFFER

3.1 Tenderers shall submit their Tender Offers in accordance with the following mode of submission:

Information or document(s) in Tender Offer	**Mode of Submission**	**Closing Deadline (Singapore Time)**
All items as stated in the Document Submission Listing (Annex D).	All tender submissions shall be protected by a password and submitted to tender@kidstart.sg with the email subject header <TENDER FOR PAID MEDIA AGENCY FOR KIDSTART SG FY26 [Company Name]>. The password should be separately submitted to Ms Samantha Chow at samantha.chow@kidstart.sg and Ms Shariffa Bubenheim at shariffa.bubenheim@kidstart.sg with the email subject header <PASSWORD FOR TENDER FOR PAID MEDIA AGENCY FOR KIDSTART SG FY26 [Company Name]>.	**All tender applications must be received by** **Monday, 9 February 2026** **Singapore time, 12.00 p.m. sharp**

3.2 KSL reserves the right to reject Tender Offers not submitted in accordance with the mode(s) of submission specified in these Instructions to Tenderers.

3.3 The Tender Offer must include:

(a) the Form of Tender fully completed; and

(b) an address where any notice, request, waiver, consent or approval required to be sent to the Tenderer in connection therewith can be directed to.

4 COMPLIANCE WITH INSTRUCTIONS

4.1 Any Tender Offer which is not submitted according to the instructions contained and, in the form(s) prescribed in this Invitation To Tender, or which attempts to vary any provision of, or which fails to fully comply with this Invitation To Tender, is liable to be rejected.

4.2 The Tenderer's Tender Offer may include alternative offer(s) which comply with this Invitation To Tender (including the Requirement Specifications).

4.3 Subject to compliance with Clause 4.2, the Tenderer may submit alternative offer(s) which include qualifications or variations to any provision of this Invitation To Tender, or which do not fully comply with the Requirement Specifications.

4.4 Failure to comply with Clause 4.1 may render the Tender Offer (including all alternative offers) liable to be rejected.

5 VALIDITY PERIOD

5.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period. "**Validity Period**" means a period of 90 days from the Closing Deadline, or such longer period as KSL may separately be agreed in writing between the Tenderer and KSL.

6 WITHDRAWAL OF TENDER OFFER

6.1 No Tender Offer may be withdrawn after the Closing Date and Time. Any Tenderer who attempts to do so may, in addition to any remedy which KSL may have against it, be liable to be debarred from future tenders.

7. REQUIREMENT SPECIFICATIONS

7.1 The Goods and Services offered under a Tender Offer shall comply with the Requirement Specifications of this Invitation To Tender.

8. ACCEPTANCE OF TENDER OFFER

8.1 KSL shall be under no obligation to accept the lowest priced or any Tender Offer.

8.2 KSL may accept the whole or any part(s) of the Tender Offer as it may decide, unless the Tenderer expressly stipulates in its Tender Offer that certain parts of the Tender Offer are to be treated as indivisible. The prices shall be adjusted in accordance with the schedules of prices set out in the Tender Offer.

8.3 The issuance by KSL of a Letter of Acceptance accepting the Tenderer's Tender Offer or part of the Tender Offer shall create a binding contract (to the extent accepted by KSL) between KSL and such Tenderer. The Conditions of Contract shall apply to such contract.

8.4 The Letter of Acceptance may be issued through electronic mail by KSL to the successful Tenderer

8.5 Notwithstanding the issuance of the Letter of Acceptance, KSL may at its discretion require the Tenderer to sign a formal agreement in respect of the Contract and the Tenderer shall do so without unnecessary delay. In the event that the Tender Offer is submitted by a duly authorised agent, the formal agreement is to be executed by its principal.

8.6 KSL shall have the right to accept the Tender Offers of one or more Tenderers.

9. DEMONSTRATION OF CLAIMED CAPABILITIES

9.1 At the request of KSL, the Tenderer shall, at its own expense, prepare and conduct locally, demonstrations or presentations to substantiate the Tenderer's capabilities as described in its Tender Offer.

9.2 KSL is entitled to require the Tenderer to make available all necessary information and equipment to enable the Tenderer to demonstrate the claims in its Tender Offer.

10. LANGUAGE

10.1 The Tender Offer and all supporting data and all documentation to be supplied by the Tenderer shall be written in readily comprehensible English language.

11. CONFIDENTIALITY

11.1 Except with the prior consent in writing of KSL, the Tenderer shall not disclose to any person (other than employees, servants, and agents on a "need- to-know" basis for the purposes of preparing or submitting a Tender Offer or subsequent clarifications) this Invitation To Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples, or information issued by KSL in connection with this Invitation to Tender.

11.2 KSL may require an unsuccessful Tenderer to return or destroy any specifications, plans, drawings, patterns, samples, or information issued by KSL in connection with this Invitation To Tender.

12. OWNERSHIP OF TENDER DOCUMENTS

12.1 All documents submitted by the Tenderer in response to this Invitation To Tender shall become the property of KSL. However, intellectual property in the information contained in the Tender Offer shall remain vested in the Tenderer. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Tenderer and KSL.

13. ALTERATION, ERASURES, OR ILLEGIBILITY

13.1 Except for amendments to the entries made by the Tenderer itself which are initialled by the Tenderer, Tender Offers bearing any other alterations or erasures and Tender Offers in which prices are not legibly stated are liable to be rejected.

14. AUTHORITY'S CLARIFICATIONS ON THE TENDERER'S TENDER OFFER

14.1 In the event that KSL seeks clarification on any aspect of the Tenderer's Tender Offer, the Tenderer shall provide full and comprehensive responses within 5 working days of notification.

15. TENDER OFFER

15.1 The Tenderer shall satisfy itself before tendering as to the correctness and sufficiency of its Tender Offer for the supply of the Goods and Services, and all matters and things necessary for the proper execution and completion of such supply, including any duties, customs and excise, licences, transport, and insurance expenses, regardless of whether such matters or things were specifically set out in this Invitation To Tender.

15.2 The Tenderer shall ensure that its Tender Offer is complete, and that the information in its Tender Offer is clearly visible without further action required by KSL. In particular, the Tenderer shall ensure that all information in any softcopy or spreadsheet or other document is not hidden in rows or otherwise not visible. Any part of the Tender Offer that is not clearly visible without further action required by KSL may be excluded from the Tender Offer and may not be considered in the evaluation of such Tender Offer.

15.3 The Tenderer shall be deemed to have been thoroughly acquainted by its own independent observations and enquiries as to all matters which can in any way influence its Tender Price.

15.4 The Tender Price shall be deemed to have included the delivery of all items and performance of all works and services to meet the requirements as specified in the Requirement Specifications irrespective of whether such items, works and/or services have been specifically listed or priced in the Tender Offer.

15.5 The Tenderer shall notify KSL in writing of any ambiguity, discrepancy, conflict, inconsistency, or omission in or between any of the documents in this Invitation To Tender and seek clarification about the same from KSL at least 5 working days before the Closing Date and Time.

15.6 No oral representation shall be:

(a) binding on KSL; or

(b) construed as modifying or varying any of the provisions of this Invitation To Tender.

15.7 In submitting the Tender Offer, the Tenderer shall ensure that there is no conflict of interest whatsoever (whether actual, perceived, or potential) which may prevent the Tenderer from fulling any requirements or obligations found within the Invitation To Tender, should the Tender Offer be accepted in whole or in part. The Tenderer is to notify KSL immediately if the Tenderer comes to know of any information which may indicate such a conflict of interest.

16. EXPENSE OF TENDERER

16.1 In no case will any expense incurred by the Tenderer in the preparation or submission of its Tender Offer or subsequent clarifications be borne by KSL.

17. GOODS AND SERVICES TAX

17.1 The Tenderer shall not include in the rates and prices proposed in its Tender Offer, GST chargeable for the supply of goods or services required in this Invitation To Tender. All rates and prices quoted shall be exclusive of GST.

17.2 If the Contractor is a taxable person under the GST Act, KSL shall reimburse the Contractor for the GST charged on the supply by the Contractor of goods and services provided pursuant to this Invitation To Tender.

18. GST REGISTRATION

18.1 The Tenderer shall declare its GST status in its Tender Offer. The Tenderer shall clearly indicate whether it is, or will be, a taxable person under the GST Act. The Tenderer shall furnish its GST registration number to KSL, if available.

18.2 A Tenderer who declares itself to be a non-taxable person under the GST Act, but which becomes a taxable person at any time thereafter shall forthwith inform KSL of its change in GST status. The Tenderer shall be entitled to reimbursement from KSL of any GST charged on the supply of goods or services made by it after its change in GST status.

19. GOVERNING LAW

19.1 All Tender Offers submitted pursuant to this Invitation To Tender and any resultant contracts shall be governed by the laws of the Republic of Singapore.

20. OWNERSHIP STATUS OF TENDERER

20.1 The Tenderer shall provide in its Tender Offer full information on:

(a) the name and address of any person, company, or corporation which Controls the Tenderer; and

(b) the number, percentage and class of shares held by such person, company, or corporation.

21. SHORTLISTING TENDERERS

21.1 KSL reserves the right to shortlist Tenderers in accordance with the criteria set forth in this Invitation To Tender and give those so shortlisted the opportunity to submit new or amended Tender Offers based on KSL's revised requirements, in accordance with a common deadline.

21.2 Tender Offers received based on the company and updated requirements shall form the basis of the final tender evaluation. The Tender Offers received in the final round shall be complete and comprehensive and shall over-ride all Tender Offers previously submitted. The final Tender Offer shall not make references to previous Tender Offers. All Tender Offers received in the previous rounds shall be treated as lapsed. Such final Tender Offers shall be submitted as instructed by KSL.

22. CORRIGENDA TO INVITATION TO TENDER

22.1 KSL reserves the right to amend any terms in, or to issue supplementary terms to this Invitation To Tender at any time prior to the Closing Deadline.

23. DISCLAIMER AND LIMITATION OF LIABILITY

23.1 This Invitation To Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. KSL shall not be liable to any Tenderer for any information in this Invitation To Tender which is incomplete or inaccurate.

23.2 KSL shall not be liable for any loss of profit or indirect or consequential losses arising from or in connection with KSL's failure to comply with its legal obligations in conducting this Invitation To Tender, considering, or evaluating any Tender Offer or accepting any Tender Offer. Any liability shall be limited to the costs of preparing and submitting the Tender Offer reasonably incurred by the Tenderer.

CONDITIONS OF CONTRACT

1. DEFINITIONS

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

(a) **"KSL**" means KIDSTART SINGAPORE LTD.

(b) "**Contract**" means the resulting contract between KSL and the Contractor for the provision of the Services because of KSL's acceptance of the Contractor's Tender Offer which terms and conditions are contained in the following:

(i) the Covering Letter;

(ii) the Instructions to Tenderers;

(iii) the Contractor's Tender Offer;

(iv) these Conditions of Contract;

(v) the Requirement Specifications;

(vi) the Letter of Acceptance;

(vii) any correspondence exchanged between KSL and the Contractor which is agreed to by KSL in writing as amplifying or modifying the Invitation To Tender or the Contractor's Tender Offer; and

(viii) any formal agreement executed between the Parties,

including all schedules and annexes to such documents as relevant.

(c) "**Contract Period**" means the Initial Contract Period as set out in ITT Part 1 Clause 10.

(d) "**Contract Price**" means the aggregate Tender Price for Services required under the Contract.

(e) "**Contractor**" means a successful Tenderer whose Tender Offer has been accepted by KSL.

(f) "**Control**" means, with respect to a person (i) the right to exercise, directly or indirectly, at least 50 per cent of the voting rights attributable to the shares of the controlled person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.

(g) "**GST**" means goods and services tax charged under the GST Act.

(h) "**GST Act**" means the Goods and Services Tax Act 1993

(i) "**IP**" means patents, copyright, trademarks, service marks, trade names, domain names, logos, get-ups, inventions, registered and unregistered design rights, database rights, industrial design, integrated circuit topography and all other intellectual property rights.

(j) "Invitation To Tender" means the invitation to participate in the proposal for the supply of Services and comprises all the tender documents forwarded to the Tenderer, inclusive of the Covering Letter, Form of Tender, Instructions to Tenderers, Conditions of Contract, Requirement Specifications, Guidelines for Tender, Evaluation Criteria and any other documents and forms enclosed.

(k) "**Letter of Acceptance**" means the letter issued by KSL accepting the Contractor's Tender Offer.

(l) "**Losses**" means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts' and consultants' fees), settlement sums and sums paid in satisfaction of court, arbitral or expert award.

(m) "**Parties**" means KSL and the Contractor, and "**Party**" means any one of them.

(n) "**Price Schedule**" means the schedule of prices for Services proposed in the Contractor's Tender Offer and accepted in the Letter of Acceptance.

(o) "**Purchase Order**" means an order issued by KSL, referring to the Contract, to purchase the Services.

(p) "**Requirement Specifications**" means the specifications set out in [Part 2] of the Invitation To Tender and any amendments or additions to the aforesaid as may be mutually agreed in writing between the Parties from time to time.

(q) "**S$**" means the lawful currency of Singapore.

(r) "**Services**" means the services proposed in the Contractor's Tender Offer as being capable of meeting or exceeding the Requirement Specifications and accepted in the Letter of Acceptance which the Contractor is required to provide under the Contract.

(s) "**Subcontractor**" means any person, firm or company engaged by the Contractor to perform any part or parts of the Contractor's obligations and includes the Subcontractor's duly appointed representatives, successors and permitted assignees and the Subcontractor's subcontractor.

(t) "**Tender Offer**" means the offer submitted by the Tenderer to provide Services to KSL in response to the Invitation To Tender, and other documents submitted by the Tenderer and accepted in writing by KSL as modifying such offer submitted by the Tenderer.

(u) "**Tender Price**" in respect of any of the Services, means the sum specified in the Price Schedule (as may be varied in accordance with the Contract) for the provision of such Services under the Contract.

(v) "**Tenderer**" means a person or its permitted assigns and successors offering to provide the Services pursuant to the Invitation To Tender and shall be deemed to include two or more persons if appropriate.

(w) "**Working Day**" means a day which is not a Saturday, Sunday, or a public holiday in Singapore.

1.2 Words importing the singular only shall also include the plural and vice versa where the context requires.

1.3 The headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation.

1.4 References to a person include any company, limited liability partnership, partnership, business trust, unincorporated association, or government agency (whether or not having separate legal personality).

1.5 Unless a contrary intention appears, a reference in the Contract to "including" shall not be construed restrictively but shall mean "including without prejudice to the generality of the foregoing" and "including but without limitation".

1.6 Unless otherwise provided, any reference to any legislation shall be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation.

1.7 In the Contract, "month" means calendar month and "day" means calendar day.

1.8 For the purposes of computing time, unless the contrary intention appears, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.

2. CLAUSE REFERENCES

2.1 All references to clauses in these Conditions of Contract or any other document, unless otherwise expressly stated, are references to clauses numbered in these Conditions of Contract or the document in which the reference appears respectively.

3. SCOPE OF CONTRACT

3.1 The Contractor shall carry out and complete the supply of all items of Services in accordance with the Contract.

4. DELIVERY AND PERFORMANCE

4.1 The Contractor shall, unless otherwise specified by KSL prior to delivery or performance, perform the Services at the time(s) and place(s) and in the manner specified in the Contract. The Contractor shall obtain a receipt therefor from KSL. The issue of such receipt shall in no way relieve the Contractor from its obligations under Clause 6 to re-perform deficient Services.

5. CARE AND DILIGENCE

5.1 The Contractor shall with due care and diligence carry out its obligations to KSL under the Contract.

5.2 The Contractor acknowledges and accepts that KSL relies on the skill and judgment of the Contractor and upon the accuracy of all representations and statements made and advice given by the Contractor in the provision of the Services under the Contract.

6. REJECTED SERVICES

6.1 KSL may reject any Services that are not performed in accordance with the Contract or with reasonable care, skill, and diligence, and if so, required by KSL, the Contractor shall re-perform such rejected Services at the Contractor's own expense.

6.2 Where any Services are rejected by KSL pursuant to Clause 6.1 or pursuant to any other provision of law, the Contractor shall be deemed to have completely failed to perform such Services.

7. CONTRACTOR'S PERSONNEL

7.1 The Contractor shall provide all necessary personnel with adequate skills and required professional certification (where applicable) for the performance of the Contract. Upon request by KSL, the Contractor shall provide evidence of certification and competency of the personnel assigned.

7.2 If required by KSL, the Contractor shall provide to KSL the names and particulars (in such form as may be required by KSL) of the personnel provided by the Contractor to perform the Contract.

7.3 The personnel provided by the Contractor to perform the Contract shall be subject to KSL's approval. Where the Contractor has proposed such personnel in its Tender Offer, KSL's acceptance of the Contractor's Tender Offer shall not constitute its approval of such personnel.

7.4 KSL shall not be obliged to provide any reasons for objecting to any of the Contractor's personnel. If KSL objects by notice in writing to any personnel provided by the Contractor to perform the Contract, the Contractor shall remove such person immediately and furnish a suitable and adequate replacement at no additional expense to KSL within one week.

7.5 The Contractor undertakes not to change its personnel approved under this Clause 7 without KSL's consent, whose consent shall not be unreasonably withheld. All new or replacement personnel shall also be subject to the approval of KSL. The Contractor shall not reduce the quality of its personnel if this may adversely affect the performance of the Contract, including the quality of the Services.

8. PAYMENT

8.1 The Contractor shall invoice KSL in accordance with Clause 8.4 after the receipt of all the Services by KSL.

8.2 Against compliance with Clause 8.1, KSL shall pay the Contractor within **[thirty (30)]** calendar days from the date of the invoice by Interbank GIRO or such other mode of payment as KSL and the Contractor may agree. The Contractor shall provide KSL with the relevant bank account details for the purpose of such Interbank GIRO payment within **[thirty (30)]** calendar days after the date of the Letter of Acceptance. The Contractor is requested to propose the payment schedule for KSL's approval.

8.3 No payment shall be considered as evidence of the quality of the Services to which such payments relate or a waiver of any default on the part of the Contractor in the performance of its obligations, nor shall it relieve the Contractor from its other obligations under the Contract.

8.4 If requested by KSL, the Contractor shall submit to KSL invoices through the email address to: pr@kidstart.sg maintained by KSL and such other documents through such means and in such format as may be specified by KSL for the purposes of making payment.

8.5 KSL shall not be required to pay for expenses or cost of whatever nature other than those expressly set out in the Contract or otherwise expressly agreed to in writing by KSL.

8.6 The Contract Price is exclusive of any GST chargeable on the supply of goods and services to KSL by the Contractor under the Contract. If the Contractor is a taxable person under the GST Act, KSL shall reimburse the Contractor for any such GST charged on the supply by the Contractor of goods or services under the Contract.

8.7 Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person for the purpose of the GST Act, be in the same form and contain the same information as if it were a tax invoice for the purposes of the regulations made under the GST Act.

9. TAXES, FEES, AND DUTIES

9.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments, and other taxes payable by the Contractor or its employees in carrying out its obligations under the Contract.

9.2 If KSL receives a request from the tax authorities or otherwise decides to pay on behalf of the Contractor or the Contractor's employees, or to withhold payments from the Contractor in order that KSL may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments ("Taxes"), the Contractor hereby agrees that KSL may deduct such Taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.

9.3 In the event that withholding taxes are imposed by the tax authorities on any payment due under the Contract, the Contractor must bear all such withholding taxes and KSL may deduct such taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.

10. DELAY IN PERFORMANCE

10.1 If the Contractor fails to complete the performance of any Services by the date(s) specified in the Contract, KSL shall have the right (in addition to and without prejudice to all other rights or remedies available, including KSL's right to terminate the Contract pursuant to Clause 13.1) to do one or more of the following:

(a) cancel all or any such Services from the Contract without compensation and obtain them (the "**Replacement Services**") from other sources and all increased costs thereby incurred shall be borne by the Contractor provided that the quantity of the Replacement Services so obtained shall not exceed the quantity stated in the Contract; or

(b) to deduct any money due or to become due to the Contractor or require the Contractor to pay a sum calculated at the rate of 0.1% of the Contract Price for each day of delay (including Sundays and Public Holidays), as liquidated damages until the delayed Services or Goods are fully performed or supplied; up to a maximum amount of liquidated damages equivalent to 10% of the Contract Price.

(c) acknowledge and agree that the assignment and transfer of the relevant tender related documents from the Contractor to KSL hereunder constitutes a **novation**, effective as of the Effective Date of the tender related documents, with the effect that the Contractor shall cease to be a party thereunder and KSL shall be substituted for Contractor under the Contractor in all aspects as if KSL was the original party thereunder except as otherwise provided herein.

10.2 KSL shall have the right, at its sole discretion, to elect to claim general damages at law from the Contractor instead of imposing liquidated damages under this Clause 10.

11. COMPLIANCE WITH LAW

11.1 The Contractor shall, at its own costs, obtain and maintain all licences, permits, certifications and regulatory authorisations without any restriction or qualification whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

11.2 The Contractor shall, in performing its obligations under the Contract, comply with all applicable laws and shall keep KSL indemnified against all penalties and liabilities of every kind for the breach of any such laws.

12. GIFTS, INDUCEMENTS AND REWARDS

12.1 KSL shall be entitled to immediately terminate or rescind the Contract and recover from the Contractor the amount of any loss resulting from such termination or rescission if:

(a) any Contractor Representative has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:

(i) doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract; or

(ii) showing favour or disfavour to any person in relation to any contract with KSL; or

(b) any Contractor Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

12.2 In this Clause 12:

"**Anti-Corruption Laws**" means:

(a) Chapter 9 of the Penal Code 1871

(b) the Prevention of Corruption Act 1960 and

(c) any other applicable law including any foreign law which:

(i) prohibits the conferring of any gift, payment or other benefit on any person or any officer, employee, agent, or adviser of such person; or

(iii) is broadly equivalent to the laws set out in paragraphs (a) or (b) or which has as its objective the prevention of corruption.

"**Contractor Representative**" means any of the following:

(a) the Contractor;

(b) any person employed by the Contractor; or

(c) any person acting on behalf of the Contractor (whether with or without the knowledge of the Contractor).

13. TERMINATION

13.1 If the Contractor is in breach of any of its obligations under the Contract and:

(a) the Contractor fails to remedy the breach within 30 calendar days from a written notice from KSL to do so; or

(b) the breach is not capable of being remedied within a reasonable time, KSL shall have the right (in addition to and without prejudice to all other rights or remedies

available, including the right to claim damages) to terminate the Contract with immediate effect by written notice.

13.2 If any of the following events occur, KSL shall be entitled to terminate the Contract with immediate effect by written notice to the Contractor, and the Contractor shall have no claim for any damages or compensation:

(a) the Contractor becomes insolvent;

(b) where the Contractor is a company, a receiver or liquidator is appointed over any undertaking or property of the Contractor or an order is made or a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of amalgamation or reconstruction) of the Contractor;

(c) where the Contractor is a partnership, the Contractor is dissolved or has a bankruptcy order made against it;

(d) where the Contractor is an individual, the Contractor becomes bankrupt or dies;

(e) the Contractor enters into any composition or arrangements with creditors

13.3 If the Contract is terminated, the following shall apply:

(a) termination shall be without prejudice to any rights and obligations of either Party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination;

(b) the Contractor shall forthwith refund to KSL all amounts paid to the Contractor under the Contract, less the price of the Services which have been accepted by KSL as at the date of termination;

(c) the Contractor shall immediately deliver property belonging to or provided by KSL pursuant to the Contract and all deliverables prepared by the Contractor for the Contract (including works-in-progress if so requested by KSL).

(d) in the event of a termination pursuant to Clause 13.1 or 13.2, KSL shall, at its sole discretion, have the right to engage another person to provide the remaining Services to be provided under the Contract, and any additional costs and expenses incurred shall be paid by the Contractor, and the Contractor shall give reasonable assistance to the incoming contractors; and

13.4 Nothing in this Clause 13 shall be deemed to prejudice any other rights or remedies available to KSL against the Contractor for any breach of the Contractor's obligations whether under the Contract or at law or in equity.

14. FORCE MAJEURE

14.1 Neither Party shall be liable for any failure to perform its obligations under the Contract if the failure results from events which are beyond its reasonable control ("**Force Majeure Event**") provided always that whenever possible the affected Party will

resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For purposes of the Contract, "**Force Majeure Event**" shall include acts of God, acts of civil or military authority, civil disturbance, wars, strikes, fires and other catastrophes.

14.2 If the effect of any Force Majeure Event continues for a period exceeding 30 days, KSL may at any time thereafter give notice to the Contractor to terminate the Contract with immediate effect without being liable to the Contractor in damages or compensation.

14.3 If a Force Majeure Event occurs, the Contractor or KSL (as the case may be) shall for the duration of such Force Majeure Event be relieved of any obligation under the Contract as is affected by the Force Majeure Event except that the provisions of the Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the Force Majeure Event.

14.4 Failure of the Contractor's Subcontractors or suppliers to perform their obligations shall not be regarded as events beyond the control of the Contractor.

15. CORRESPONDENCE

15.1 Subject to Clause 15.2, any notice, request, waiver, consent or approval ("**Notice**") shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand or by prepaid registered post or fax to the Party as follows:

(a) in the case of the Contractor, the address set out in the Tender Offer; and

(b) in the case of KSL, the following address:

30 Prinsep Street, #06-01,
Singapore 188647

15.2 Any Notice may be made by KSL to the Contractor by electronic mail or other electronic means and shall be deemed to have been duly given or made when it is sent to the Contractor's electronic mail address set out in the Tender Offer.

15.3 Either Party may change its address, (in the case of the Contractor) electronic mail address referred to above by giving the other Party written notice of the change.

16. LANGUAGE

16.1 All data, documents, descriptions, diagrams, books, catalogues, instructions, markings and correspondence shall be written in readily comprehensible English language.

16.2 The personnel of the Contractor and any Subcontractor shall be proficient in both written and spoken English for the purpose of performing the Contractor's obligations under the Contract.

17. SUB-CONTRACT, TRANSFER AND ASSIGNMENT

17.1 The Contractor shall not, without the prior written consent of KSL, sub-contract its obligations, or transfer or assign the benefit of the whole or any part of the Contract.

17.2 The Contractor shall be responsible for the acts, defaults, negligence and omissions of any Subcontractor, their agents, servants, or workmen.

18. REMEDIES

18.1 The rights and remedies of a Party under the Contract are cumulative and are without prejudice and in addition to any rights or remedies such Party may have at law or in equity. No exercise by a Party of any one right or remedy under the Contract, or at law or in equity shall operate to hinder or prevent the exercise by it of any other right or remedy under the Contract, at law or in equity.

18.2 KSL shall have the right, at its sole discretion, to elect to claim general damages in common law from the Contractor instead of imposing liquidated damages under the Contract.

19. VARIATION

19.1 No variation of the Contract shall be of any force unless agreed upon in writing and signed by the authorised signatories of both Parties.

20. WAIVER

20.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing any right, power, privilege, claim or remedy ("**Remedy**"), which is conferred under the Contract or at law or in equity, or arises from any breach by the other Party, (a) be deemed to be or be construed as a waiver or variation thereof, or of any other such Remedy, in respect of the particular circumstances in question, or (b) operate so as to bar the enforcement or exercise thereof, or of any other such Remedy in any other instances at any time or times thereafter.

20.2 No waiver of any breach of the Contract shall be deemed to be a waiver of any other or of any subsequent breach.

20.3 Any waiver granted under the Contract must be in writing and may be given subject to conditions. Such waiver under the Contract shall be effective only in the instance and for the purpose for which it is given.

21. SET-OFF

21.1 Whenever under the Contract any sum of money (including liquidated damages and any other damages) shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract

22. ENTIRE AND WHOLE AGREEMENT

22.1 The Contract contains the entire and whole agreement between the Parties relating to the subject matter of the Contract.

23. SEVERABILITY

23.1 In the event any provision in the Contract is determined to be illegal, invalid, or unenforceable, in whole or in part, such provision or part of it shall, to the extent it is illegal, invalid or unenforceable, be deemed not to form part of the Contract and the legality, validity and enforceability of the remainder of the Contract shall not be affected.

24. SURVIVING PROVISIONS

24.1 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract, including Clauses 12 (Gifts, Inducements and Rewards), 13.3 and 13.4 (Termination), 15 (Correspondence), 18 (Remedies), 19 (Variation), 20 (Waiver), 21 (Set-off), 22 (Entire and Whole Agreement), 23 (Severability), 24 (Surviving Provisions), 25 (Governing Law), 26A (Escalation of Disputes), 27 (Mediation), 28 (Dispute Resolution) and 29 (Order of Precedence), shall survive the termination or expiry of the Contract.

25. GOVERNING LAW

25.1 The Contract shall be deemed to be made in Singapore and shall be governed by and construed in accordance with the laws of the Republic of Singapore.

26A. ESCALATION OF DISPUTES

26A.1 In the event of any dispute, claim, question, or disagreement arising out of or relating to the Contract or its subject matter or formation (a "**Dispute**"), no Party shall proceed to mediation or any form of dispute resolution unless the Parties have referred the Dispute to a senior officer of each Party (each, an "**Officer**") who shall negotiate in good faith with a view to resolution of such Dispute.

26A.2 If such Dispute is not resolved by agreement between the Officers within 14 working days after the date of referral of the Dispute to the Officers, any Party may proceed to:

(a) if the Dispute is within the jurisdiction of the Small Claims Tribunals, refer the Dispute to the Small Claims Tribunals; or

(b) give the other Party written notice for mediation as contemplated in Clause 27 (Mediation).

27. MEDIATION

27.1 Notwithstanding anything in the Contract, in the event of any Dispute and subject to Clauses 26A, 27.3 and 27.4, no Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedure of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause 27.1 if they have gone through at least one mediation session at the Singapore Mediation Centre.

27.2 A Party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 27.

27.3 The mediation session is to commence no later than **ninety (90)** days from the date of the written notice of mediation failing which either Party may proceed to dispute resolution.

27.4 Clause 27.1 shall not apply to a Dispute referred to the Small Claims Tribunals, provided that:

(a) the Parties attend a consultation session before a Registrar (where the Parties will be given an opportunity to resolve the Dispute amicably) after a claim is filed with the Small Claims Tribunals; and

(b) the proceedings relating to such Dispute are not:

(iv) discontinued by the Registrar pursuant to Section 17(3) of the Small Claims Tribunal Act; or

(ii) transferred out of the Small Claims Tribunals before or pursuant to such consultation session.

27.5 Failure to comply with Clause 27.1 or 27.2 shall be deemed to be a breach of the Contract.

28. DISPUTE RESOLUTION

28.1 Each Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any Dispute. Each Party irrevocably submits to the jurisdiction of such courts.

29. ORDER OF PRECEDENCE

29.1 In the event and to the extent only of any conflict between any provisions of the Contract, the conflict shall be resolved, subject to Clause 29.2, in accordance with the following order of precedence:

(a) these Conditions of Contract;

(b) the Requirement Specifications;

(c) the Letter of Acceptance;

(d) the Purchase Orders, if any

(e) any formal agreement executed between the Parties;

(f) the Contractor's Tender Offer (as amplified or modified by any correspondence exchanged between KSL and the Contractor which has been agreed to by KSL in writing as amplifying or modifying the Contractor's Tender Offer).

29.2 Where the Contractor's Tender Offer (as amplified or modified by any correspondence exchanged between KSL and the Contractor which has been agreed to by KSL in writing as amplifying or modifying the Contractor's Tender Offer) contains provisions which are more favourable to KSL in relation to the rest of the Contract, such provisions of the Contractor's Tender Offer shall prevail. KSL shall in its absolute and sole discretion determine whether any provision is more favourable to it in relation to the Contract.

29.3 For the avoidance of doubt, this Clause 29 shall form an integral part of the Conditions of Contract referred to in Clause 29.1(a).

30. INDEPENDENT CONTRACTOR

30.1 For the purpose of the Contract, the Contractor shall be, and shall be deemed to be, an independent contractor and not an agent or employee of KSL.

31. RIGHTS OF THIRD PARTIES

31.1 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of the Contract.

EVALUATION CRITERIA

The evaluation criteria used for this Invitation To Tender is as follows:

Criteria	Weightage (%)
1. Competitive Pricing Price proposed with detailed breakdown of fees/costs per item.	40
2. Quality of Proposal Fulfilment and Delivery Approach Proposer's ability to understand the Requirement Specifications and the proposed plans, designs or methods that will be used by the Proposer to undertake the fulfilment of Goods and Services and meet the Requirement Specifications.	20
3. Track Record Of Company Industry reputation based on relevant track record submitted.	20
4. CV/Resume/Portfolio of Team Lead/Consultant and Assistant Team Lead Appointed personnel should demonstrate the competencies to undertake specific portfolios.	20

PRICE SCHEDULE

Total Price (excluding GST):				
S/N	**Description**	**Quantity [A]**	**Unit Price** [B]**	**Total Price** [A x B]**
1	**Paid Media Strategic and Operational Management**			
	Strategic Planning, Performance Tracking and Reporting, Account Management and Coordination			
2	**Campaign Execution and Management**			
	Agency commission on media buy (fixed amount or % of media spend) Please specify if commission is fixed regardless of platforms or varies by platforms. If it varies by platform, please list out the relevant commission for each platform.			
	Third-party platform fees (if any)			

UNDERTAKING TO SAFEGUARD CONFIDENTIAL INFORMATION

This Non-Disclosure Agreement ("Agreement") is entered into as of _____ (date) by and between:

(1) KidSTART Singapore Limited (“KSL”), ("Disclosing Party"), and

(2) _____, (“Vendor”) ("Receiving Party") *(Name of Registered Business/Owner &UEN/other identifier)*

WHEREAS, KSL had engaged Vendor under ITT Reference No (KSL/ITT/2025/005) to provide goods and/or services to KSL 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**:

NOW, THEREFORE, the parties agree as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

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 KSL, 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, or has character such that KSL has a legitimate interest in maintaining its confidentiality.

In addition, the undersigned agrees as follows:

(a) All documents given by KSL 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. NON-DISCLOSURE

2.1 The Receiving Party shall:

2.1.1 Maintain the confidentiality of the Confidential Information.

2.1.2 Not disclose Confidential Information to any third party without prior written consent. If such third parties disclosure is necessary, or about to be made for whatever reason, the vendor shall seek the written permission of KSL, and allow KSL the opportunity to enter

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

2.1.3 Use Confidential Information solely for the purpose of preparing a response to the RFP.

2.2 **Acknowledgement of Ownership and Confidentiality**

2.2.1 The vendor acknowledges and agrees that the Confidential Information that is disclosed to it by KSL, 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 KSL, and the undersigned will keep that information strictly confidential.

2.3 **No Transfer of Rights**

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

2.4 **No Offer for Sale**

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

2.5 **Handling of Confidential Information**

2.5.1 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;

2.6 **Return of Information**

2.6.1 The Vendor will return to KSL any material in the undersigned possession or control that bears, embodies or refers to the Confidential Information to KSL promptly, when requested to do so by KSL. 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;

3. **Term**

3.1 This Agreement shall remain in effect for a period of 1 year from the date of execution.

4. **Governing Law**

4.1 This Agreement shall be governed by and construed in accordance with the laws of Singapore.

5. **Remedies**

5.1 The Disclosing Party shall be entitled to seek injunctive relief and any other remedies available at law or equity in the event of a breach.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

_____	_____
Joel Tan, Chief Executive Officer	[Receiving Party Name]
Authorised Signature	Authorised Signature
Date: _____	Date: _____