



REQUEST FOR PROPOSAL

ENTERPRISE DATA PLATFORM FOR KIDSTART SINGAPORE LTD

[KSL-ITT-2026-003]

03 JUL 2026

IMPORTANT NOTES FOR VENDORS

1. A Mandatory Request for Proposal (RFP) Briefing will be conducted on **Wednesday, 8 July 2026**, via Teams. We will contact you on the allocated timeslot.
2. Vendors must reply via email to kamaliah.chinthamathar@kidstart.sg and fuad.kamarudin@kidstart.sg by **Tuesday, 7 July 2026, 12:00 pm Singapore time** in the following format:
 - a. Email subject header: <RSVP RFP Briefing for KidSTART Singapore Enterprise Data Platform - [INSERT COMPANY'S NAME]>
 - b. Email must include a link to the Bizfile Entity Profile and a duly completed Part 6 "Undertaking to Safeguard Confidential Information". Part 6 can be found at the end of this document under the Prescribed Forms section.
 - c. Each vendor may nominate up to two (2) representatives to attend the briefing. Interested Vendors must provide the name(s), designation, email address(es) and telephone contact(s) of the representative(s) of your company who shall be attending the tender briefing to kamaliah.chinthamathar@kidstart.sg and fuad.kamarudin@kidstart.sg.
 - d. Only vendors who have replied by **Tuesday, 7 July 2026, 12:00 pm Singapore time**, shall receive the Teams link for the briefing and be eligible to submit proposals for this project after attending the RFP Briefing.
3. Tender closing date: **Wednesday, 5 Aug 2026, 12:00 pm Singapore time**
4. Vendors must submit the password protected Request for Proposal ("RFP") documents to tender@kidstart.sg by the closing date with the email subject header <Proposal for KidSTART Singapore Enterprise Data Platform - [INSERT COMPANY'S NAME]>.
5. Vendors must send the password for the RFP documents to finance@kidstart.sg by the closing date with the email subject header <PASSWORD FOR PROPOSAL FOR KIDSTART SINGAPORE ENTERPRISE DATA PLATFORM - [INSERT COMPANY'S NAME]>. Please note that the RFP documents **should not** be sent directly to staff mentioned here.



KIDSTART SINGAPORE LTD

UEN No: 202027544G

03 Jul 2026

REQUEST FOR PROPOSAL (RFP) - ENTERPRISE DATA PLATFORM FOR KIDSTART

RFP REFERENCE NO.: KSL-ITT-2026-003

- 1 KIDSTART SINGAPORE LTD. ("KSL") invites you to submit a proposal for the design, implementation, and support of a modern cloud-based Enterprise Data Platform. 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 Request for Proposal ("RFP") comprises the following proposal documents:
 - a) Covering Letter with the following prescribed forms attached:
 - i. Form of Proposal (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 Proposers
 - d) Part 3 : Conditions of Contract
 - e) Part 4 : Evaluation Criteria
 - f) Part 5 : Price Schedule
- 3 The Proposer's submission shall include all items stated in the Document Submission Listing (Annex D).
- 4 The RFP submission will close on **Wednesday, 5 Aug 2026, 12:00 pm 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.

- 5 The RFP Opening Period is from **Friday, 3 Jul 2026** to **Wednesday, 5 Aug 2026, 12:00 pm Singapore time.**
- 6 All RFP submissions shall be protected by a password and submitted to tender@kidstart.sg with the email subject header <Proposal for KidSTART Singapore Enterprise Data Platform - [INSERT COMPANY'S NAME]>. The password should be separately submitted to finance@kidstart.sg by the closing date with the email subject header <PASSWORD FOR PROPOSAL FOR KIDSTART SINGAPORE ENTERPRISE DATA PLATFORM - [INSERT COMPANY'S NAME]>.
- 7 Any proposal which is submitted after the Closing Deadline will will not be accepted.
- 8 All enquiries regarding this RFP shall be made in writing or e-mail directed to:

Officer(s): Ahmad Fuad Kamarudin
Kamaliah Chinthamathar

Address: 30 Prinsep Street, #06-01
Singapore 188647

Email: fuad.kamarudin@kidstart.sg
kamaliah.chinthamathar@kidstart.sg
- 9 All information in the RFP is not to be communicated, either directly or indirectly, to the press or to any person not authorised to receive it. Your attention is drawn to the *Official Secrets Act* (1935) which relates to the safeguarding of official information.

Yours faithfully

Joel Tan
Chief Executive Officer
KIDSTART SINGAPORE LTD.

FORM OF PROPOSAL

To:
KIDSTART SINGAPORE LTD

Name(s) of Proposer(s):

Address:

RFP REFERENCE NO.: KSL-ITT-2026-003

- 1 We offer and undertake on your acceptance of this Proposal to supply Services as specified in the Requirements Specifications in accordance with the Instructions to Proposer in your Request for Proposal and the terms and conditions as agreed upon between you and us.
- 2 Our Proposal may include qualifications or variations permitted under the Instructions to Proposers.
- 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 Proposal 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 RFP.
- 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).
- 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 Proposal.

UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION**RFP REFERENCE NO.: KSL-ITT-2026-003**

To: KIDSTART SINGAPORE LTD.

- 1 My attention has been drawn to the Official Secrets Act (1935) 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

Introduction

1. KidSTART Singapore Ltd (KSL) is issuing this Request for Proposal (“RFP”) to appoint a suitable vendor (“Proposer”) to design, implement, and support a modern cloud-based Enterprise Data Platform. This initiative aims to consolidate data from multiple internal and external sources, enable centralised data management, improve reporting and analytics capabilities, and empower staff and leadership with actionable insights to enhance programme delivery and operational performance.
2. The selected vendor shall work closely with KSL’s Data, IT and Systems team to assess data sources, recommend platform architecture, build data pipelines, and deliver integrated dashboards aligned with the organisation’s data needs.
3. 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 RFP, the expression “Contractor” shall (where applicable) refer to the successful Proposer whose Proposal has been accepted by KSL.

Background

4. KSL currently operates in a resource-intensive environment, requiring significant staff time, technical skills, and manual effort to extract, transform, and deliver data for reporting and analysis. The absence of a centralised, modern data warehouse or data platform results in a fragmented and labor-intensive approach to reporting. KSL also struggles to systematise data lifecycle management and governance to ensure data quality and accessibility.
5. Data is siloed across multiple systems (e.g. government case management system, Salesforce systems, individual staff local drives) and is manually extracted in XLSX or CSV formats and combined for analysis. The current Excel main database file size is around 30 MB, comprising up to 15 sheets and a total of around 80,000 rows. Around 10 separate data files need to be merged into the database on a monthly to quarterly basis.
6. Datasets include client information (e.g. biodata and assessments), home visitation session data (e.g. case notes), pre-school attendance data, family engagement information (e.g. event attendance, benefits utilisation).
7. KSL seeks a comprehensive data platform solution that directly addresses the challenges of its current environment. The desired solution must provide out-of-the-box functionality that reduces reliance on in-house technical expertise, while still

allowing flexibility for KSL to build additional reports and dashboards as needed. The following outcomes are required:

- a. A centralised, secure, and scalable enterprise data platform to integrate data from multiple systems and sources with both automated and manually triggered data ingestion and refresh capabilities.
- b. Unified metadata management to improve data discoverability, governance, and collaboration through standardised metadata.
- c. Processes to ensure data quality validation checks and monitoring to identify missing or inconsistent data.
- d. Analytics and dashboard capabilities with role-based filtering and drill-down to support both decision-making and operational monitoring needs.
- e. Role-based access to ensure appropriate data visibility for end-users
- f. Tools designed for non-technical users to explore, filter and interpret data without specialised training in SQL, DAX or ETL processes.

Scope of Work

8. The selected vendor shall be responsible for delivering services that include but are not limited to the following:

A. Data Source Identification & Assessment

- i. Conduct at least four discovery sessions in total (with each session at least 2 hours in duration) with KSL departments to catalogue all current and potential data sources.
- ii. Assess potential time savings and other gains that can be achieved from implementing the data platform.
- iii. Identify priority systems and datasets, such as:
 - Case management system, client data, programme enrolment records, and case recording data.
 - Donor management and fundraising platforms.
 - Volunteer management system.
 - Community/partner datasets (pre-schools, government agencies).
- iv. Assess data quality, completeness, and integration feasibility across sources.

B. Platform Selection & Architecture Design

- i. Recommend and implement a cloud-based data warehouse / data platform that minimally meets KSL requirements (refer to **Table 1** for the detailed platform requirements).
- ii. Evaluate the proposed solution against other leading technologies (e.g., Microsoft Fabric, Snowflake, Databricks) using criteria such as integration, compliance, and Total Cost of Ownership.
- iii. Define a future-proof architecture including:
 - Secure data ingestion and staging.
 - Data warehouse / lakehouse environment.
 - Metadata management and data governance capabilities.
 - Role-based access.

C. Data Pipeline Development

- i. Design and build automated pipelines to extract, transform, and load (ETL/ELT) data from identified systems and internal sources (e.g. Sharepoint folders) into the centralised platform.
- ii. Establish data quality rules to ensure accuracy, consistency, and timeliness of data.
- iii. Implement monitoring and error handling to maintain reliable data flows.

D. Data Security

- i. Submit report of catalogued datasets and the associated data sensitivity classification level with description of the platform's security best practices to ensure all industry-standard security requirements are met.
- ii. Ensure the data security during platform development and post-implementation fulfils PDPA requirements.

E. Platform Configuration, System Integration Testing and User Acceptance Testing

- i. Set up a UAT environment for User Acceptance Testing based on requirements in Table 1 and cater for adjustments based on UAT.
- ii. Prepare all necessary user testing materials and documentation.
- iii. Upon successful UAT, deploy platform into production. During deployment, staff from vendor may need to be on-site to ensure the platform is operational and accessible.

F. Training and Change Management

- i. Provide hands-on training for staff, tailored to both technical users (data stewards, IT) and business users (service delivery teams, policy officers, leadership).
- ii. Deliver role-based user guides, documentation, and knowledge transfer sessions.
- iii. Facilitate change management workshops to ensure adoption and alignment with desired outcomes.

G. Reporting and Analytics

- i. Design and deliver a suite of dashboards and reports to support programme and operational decision-making. Initial output shall include, but are not limited to, the following areas:

Case Management Operations

- Referrals and Enrolment
- Manpower and case assignment loads
- Home visitation activity
- Family- and Child-level assessments
- Pre-school attendance
- Attrition analysis

Programme

- Demographic trends
- Cross-programme participation or other support received by family

Outreach and Engagement

- Outreach dashboard summarising events, campaigns, and family engagement
- Outreach outcomes
- Event feedback

Performance and Quality Monitoring

- Key Performance Indicator trends (by teams, regions etc)
- Service standards metrics

Cross-cutting Outputs

- Integrated dashboard for leadership reporting combining operational, programme, engagement and performance metrics
- Self-service reporting for staff across the programme, service management and engagement teams

H. Ongoing Support & Maintenance

- i. Offer post-implementation support including monitoring system performance, issue resolution, patches and performance optimisation.
- ii. Establish a framework for ongoing enhancements such as adding new data sources, expanding dashboards, or refining data models.
- iii. Provide a managed services option for long-term administration of the platform, ensuring sustainability for KSL's environment.
- iv. Provide documentation of established protocols for dealing with unexpected system downtime and disaster recovery

I. Deliverables

- i. Summary of discovery workshop discussions and assessment of pain points and benefits from implementing the solution
- ii. Data source inventory and integration plan.
- iii. Platform selection recommendation and target architecture.
- iv. Configured cloud data warehouse / data platform.
- v. ETL/ELT pipelines with monitoring and error handling.
- vi. Dashboards and reports
- vii. Training sessions, materials, comprehensive user guide and adoption support.
- viii. Post-go-live support and maintenance plan.

Table 1: Platform Technical Requirements

S/N	Requirement Specification
1	Functional Requirements
1.1	Data Ingestion and Integration • Support secure connections to external applications via standard protocols • Support bulk manual ingestion of datasets • Support incremental or scheduled data ingestion for new and updated records • Integrate structured data from multiple source systems • Maintain data lineage and traceability across all datasets • Perform basic validation checks during ingestion to ensure completeness of data
1.2	Data Modelling

	• Organise data in a structured and logical way to support reporting and analysis. • Support client-centric data models to show entire client journey • Enable entity relation mapping to link IDs across different domains • Handle hierarchical and one-to-many relationships across modules • Support tracking of changes over time (e.g. demographic updates)
1.3	Data Storage and Processing • Data on the platform should be stored/processes on Singapore-based server and should not be transferred out of Singapore at any point • Able to handle approximately 1GB of existing data, with an estimated monthly growth of 150 MB from various internal and external data sources, without performance degradation • Support storage of multi-year historical datasets • Support scalable storage to accommodate future expansion • Enable efficient data processing and querying • Support data organisation methods such as partitioning (e.g. by date or module)
1.4	Data Quality Management • Enforce validation rules (e.g. required fields, valid formats) • Detect and manage duplicate records • Identify missing or inconsistent data • Provide logs and audit trails for data quality issues • Support data reconciliation and correction processes
1.5	Data Analytics and Reporting • Integrate with business intelligence tools (e.g. Power BI) • Support development of customised reports and dashboards • Enable cohort tracking and longitudinal analysis • Support cross-domain reporting and aggregation • Allow non-technical users to perform no-code queries to view data for analysis • Enable data extraction in XLSX and CSV formats
1.6	Metadata Management and Data Catalogue • Provide a centralised data catalogue • Include data dictionary and metadata management tools to contain definitions of datasets and data fields • Show relationships between datasets • Support data lineage visibility • Enable users to search and discover data easily
2	Security Requirements
	Data Security

	• Authentication and identity management with full support for Microsoft Azure Entra ID • Support role-based access control (RBAC) • Encrypt data both at rest and in transit • Enable masking or anonymisation of sensitive data where required • Maintain audit logs for data access and changes • Comply with applicable data protection regulations (e.g. PDPA)
3	Data Governance Requirements
	Data Stewardship and Sharing • Support a data stewardship framework to manage data quality and accountability • Enable clear assignment of data ownership across datasets and domains • Support data request and approval workflows for secure data sharing • Ensure visibility of data lineage from source to consumption • Support data retention and archival policies based on organisational and regulatory requirements
4	Value-Added Requirements
4.1	Optional but good-to-have • AI-assisted analytics and insights • Natural language querying • Automated anomaly detection • Data observability capabilities • Data virtualization • Machine learning capabilities • Automated metadata discovery • AI-enabled reporting assistant • Access to external data providers (market, demographic, geospatial)

9. The Proposer is to state and explain in **Annex C** whether the aforementioned requirements specified in Clause 7 can be complied with.

10. The Proposer shall ensure the proposal caters reasonable flexibility for changes throughout the project.

11. The Proposer is required to ensure that the schedule of prices for Services proposed in the Proposer's Proposal is presented in an itemised format with details in **RFP Part 5: Price Schedule**.

Documents Submission

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

Payment Schedule

13. The payment schedule shall be structured based on the payment framework submitted by the Proposer as part of its proposal. The Proposer is required to clearly define the proposed payment structure, including but not limited to milestones, deliverables, timelines, and corresponding payment amounts.
14. KSL reserves the right to review, negotiate, and agree upon the final payment schedule with the selected vendor prior to contract award. The agreed payment schedule shall be tied, where applicable, to the satisfactory completion and acceptance of defined project milestones, deliverables, and performance outcomes.
15. The Contractor shall consolidate all other expenses related to KSL's deliverables and shall bill KSL on a consolidated invoice.
16. Payment shall be made through Interbank GIRO in accordance with the terms of payment as set out in clause 8 of RFP Part 3: Conditions of Contract.
17. 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.

Contract Period

18. The Contract Period shall be for **one (1) year upon proposal award date, with two (2) optional one (1) year renewal periods if agreeable to both parties**. The contract shall commence from the signed date of the Letter of Acceptance ("LOA") and shall terminate when the contract value is fully expensed or the expiry of the Contract Period, whichever is earlier.

Award of Proposal

19. KSL reserves the right not to accept the lowest or any quotation received, and the right to award the Proposal in full or in parts. In no case will any expense incurred by any Proposer in the submission of its proposal for this RFP its presentation be borne by KSL.

Annex C**Statement of Compliance with Request for Proposal**

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 shall 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 RFP which does not call for the Contractor to meet a specific requirement but merely informs the Contractor of a fact, then the term “Noted” shall 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 shall be classified as “Comply.”

COMPLIANCE TO REQUIREMENT SPECIFICATIONS

S/N	Paragraph Reference (1)	Compliance (2) [C / NC]	Explanatory Notes (3)
1.	8A(i)		
2.	8A(ii)		
3.	8A(iii)		
4.	8A(iv)		
5.	8B(i)		
6.	8B(ii)		
7.	8B(iii)		
8.	8C(i)		
9.	8C(ii)		

S/N	Paragraph Reference (1)	Compliance (2) [C / NC]	Explanatory Notes (3)
10.	8C(iii)		
11.	8D(i)		
12.	8D(ii)		
13.	8E(i)		
14.	8E(ii)		
15.	8E(iii)		
16.	8F(i)		
17.	8F(ii)		
18.	8F(iii)		
19.	8G(i)		
20.	8H(i)		
21.	8H(ii)		
22.	8H(iii)		
23.	8H(iv)		

DOCUMENT SUBMISSION LISTING

The Proposer shall:

1. Ensure that the following documents are included with the requirements set out in the Request for Proposal documents; and
2. Check the completeness of the submission against the checklist below by indicating a tick “✓” in the relevant boxes.

a)	Form of Proposal (RFP Cover Letter Annex A).	☐
b)	Undertaking to Safeguard Official Information (RFP Cover Letter Annex B)	☐
c)	Statement of Compliance with Request for Proposal (Annex C)	☐
d)	Price Schedule (RFP Part 5) To include quotation for option to extend for up to two 1-year renewals.	☐
e)	Proposal, detailing: - How the proposed data platform shall meet the requirements specified in “Part 1 Requirements Specification”, including all services requested in the Scope of Work section - Proposed payment structure, including but not limited to milestones, deliverables, timelines, and corresponding payment amounts.	☐
f)	Relevant Track Record of Company demonstrating 2 years or more of experience from 2020 onwards, inclusive of most recent projects/awards & accolades, if any. If there are no relevant track records, <u>NIL RETURN submission of Annex E</u> is required.	☐
g)	CV/Resume/Portfolio of Team Lead, Assistant Team Lead, Engineer performing the Contract to include but not limited to the following information. - Number of years of experience in different roles - The roles and responsibilities of each of the members	☐

h)	Certification of Incorporation	☐
i)	Business Profile (ACRA Bizfile extract not older than 1 week from the closing date of the RFP)	☐
j)	Company Data Protection policies and certifications	☐

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 records and other performance information shall be used to determine the composite performance results.

INSTRUCTIONS TO PROPOSERS

1. DEFINITIONS

All terms referred to in this Request for Proposal shall have the meanings ascribed to them in the Conditions of Contract, unless otherwise defined herein or the context otherwise requires.

2. ELIGIBILITY

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

3. SUBMISSION OF RFP OFFER

- 3.1. Proposers shall submit their RFP Offers in accordance with the following mode of submission:

Information or document(s) in Proposal	Mode of Submission	Closing Deadline (Singapore Time)
All items as stated in the Document Submission Listing (Annex D).	This shall be submitted via email to tender@kidstart.sg with the subject title <Proposal for KidSTART Singapore Enterprise Data Platform - [INSERT COMPANY'S NAME]>. Please note that the document should be password-protected and sent separately to finance@kidstart.sg.	All RFP applications must be received by <u>Wed, 5 Aug 2026</u> Singapore time, 12 p.m. sharp

- 3.2. KSL reserves the right to reject Proposals not submitted in accordance with the mode(s) of submission specified in these Instructions to Proposers.

3.3. The Proposal must include:

- 3.3.1. the Form of Proposal fully completed; and
- 3.3.2. an address where any notice, request, waiver, consent or approval required to be sent to the Proposer in connection therewith can be directed to.

4. COMPLIANCE WITH INSTRUCTIONS

- 4.1. Any Proposal which is not submitted according to the instructions contained and, in the form(s) prescribed in this Request for Proposal, or which attempts to vary any provision of, or which fails to fully comply with this Request for Proposal, is liable to be rejected.
- 4.2. The Proposer's Proposal may include alternative offer(s) which comply with this Request for Proposal (including the Requirement Specifications).
- 4.3. Subject to compliance with Clause 4.2, the Proposer may submit alternative offer(s) which include qualifications or variations to any provision of this Request for Proposal, or which do not fully comply with the Requirement Specifications.
- 4.4. Failure to comply with Clause 4.1 may render the Proposal (including all alternative offers) liable to be rejected.

5. VALIDITY PERIOD

RFP Offers submitted shall remain valid for acceptance for the Validity Period. **"Validity Period"** means 90 calendar days from the Closing Deadline, or such longer period as KSL may determine from time to time at its sole discretion.

6. WITHDRAWAL OF RFP OFFER

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

7. REQUIREMENT SPECIFICATIONS

The Goods and Services offered under a Proposal shall comply with the Requirement Specifications of this Request for Proposal.

8. ACCEPTANCE OF PROPOSAL

- 8.1 KSL shall be under no obligation to accept the lowest priced or any Proposal.
- 8.2 KSL may accept the whole or any part(s) of the Proposal as it may decide, unless the Proposer expressly stipulates in its Proposal that certain parts of the Proposal

are to be treated as indivisible. The prices shall be adjusted in accordance with the schedules of prices set out in the Proposal.

- 8.3 The issuance by KSL of a Letter of Acceptance accepting the Proposer's Proposal or part of the Proposal shall create a binding contract (to the extent accepted by KSL) between KSL and such Proposer. The Conditions of Contract shall apply to such contract.
- 8.4 The Letter of Acceptance may be issued through electronic mail reply from KSL to the successful Proposer
- 8.5 Notwithstanding the issuance of the Letter of Acceptance, KSL may at its discretion require the Proposer to sign a formal agreement in respect of the Contract and the Proposer shall do so without unnecessary delay. In the event that the Proposal is submitted by a duly authorised agent, the formal agreement is to be executed by his principal.
- 8.6 KSL shall have the right to accept the Proposals of one or more Proposers.

9. DEMONSTRATION OF CLAIMED CAPABILITIES

- 9.1 At the request of KSL, the Proposer shall, at its own expense, prepare and conduct locally, demonstrations or presentations to substantiate the Proposer's capabilities as described in its Proposal.
- 9.2 KSL is entitled to require the Proposer to make available all necessary information and equipment to enable the Proposer to demonstrate the claims in its Proposal.

10. LANGUAGE

- 10.1 The Proposal and all supporting data and all documentation to be supplied by the Proposer shall be written in readily comprehensible English language.

11. CONFIDENTIALITY

- 11.1 Except with the consent in writing of KSL, the Proposer 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 Proposal or subsequent clarifications) this Request for Proposal, or any of its provisions, or any specifications, plans, drawings, patterns, samples, or information issued by KSL.
- 11.2 KSL may require an unsuccessful Proposer to return or destroy any specifications, plans, drawings, patterns, samples, or information issued by KSL in connection with this Request for Proposal.

12. OWNERSHIP OF PROPOSAL DOCUMENTS

- 12.1 All documents submitted by the Proposer in response to this Request for Proposal shall become the property of KSL. However, intellectual property in the information contained in the Proposal shall remain vested in the Proposer. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Proposer and KSL.

13. ALTERATION, ERASURES, OR ILLEGIBILITY

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

14. AUTHORITY'S CLARIFICATIONS ON THE PROPOSER'S PROPOSAL

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

15. PROPOSAL

- 15.1 The Proposer shall satisfy itself before proposing as to the correctness and sufficiency of its proposal 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 Request for Proposal.
- 15.2 The Proposer shall ensure that its Proposal is complete, and that the information in its Proposal is clearly visible without further action required by KSL. In particular, the Proposer 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 Proposal that is not clearly visible without further action required by KSL may be excluded from the Proposal and may not be considered in the evaluation of such Proposal.
- 15.3 The Proposer 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 Proposal Price.
- 15.4 The Proposal 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 Proposal.
- 15.5 The Proposer shall notify KSL in writing of any ambiguity, discrepancy, conflict, inconsistency, or omission in or between any of the documents in this Request for

Proposal 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 Request for Proposal.

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

16. EXPENSE OF PROPOSER

In no case shall any expense incurred by the Proposer in the preparation or submission of its Proposal or subsequent clarifications be borne by KSL.

17. GOODS AND SERVICES TAX

17.1 The Proposer shall not include in the rates and prices proposed in its Proposal, GST chargeable for the supply of goods or services required in this Request for Proposal. 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 Request for Proposal.

18. GST REGISTRATION

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

18.2 A Proposer 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 Proposer 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 Proposals submitted pursuant to this Request for Proposal and any resultant contracts shall be governed by the laws of the Republic of Singapore.

20. OWNERSHIP STATUS OF PROPOSER

- 20.1 The Proposer shall provide in its Proposal full information on:

- (a) the name and address of any person, company, or corporation which Controls the Proposer; and
- (b) the number, percentage and class of shares held by such person, company, or corporation.

21. SHORTLISTING PROPOSERS

- 21.1 KSL reserves the right to shortlist Proposers in accordance with the criteria set forth in this Request for Proposal and give those so shortlisted the opportunity to submit new or amended Proposals based on KSL's revised requirements, in accordance with a common deadline.
- 21.2 Proposals received based on the company and updated requirements shall form the basis of the final proposal evaluation. The Proposals received in the final round shall be complete and comprehensive and shall over-ride all Proposals previously submitted. The final Proposal shall not make references to previous Proposals. All Proposals received in the previous rounds shall be treated as lapsed. Such final Proposals shall be submitted as instructed by KSL.

22. CORRIGENDA TO REQUEST FOR PROPOSAL

- 22.1 KSL reserves the right to amend any terms in, or to issue supplementary terms to this Request for Proposal at any time prior to the Deadline.

23. DISCLAIMER AND LIMITATION OF LIABILITY

- 23.1 This Request for Proposal may not contain all information which Proposers may require. Proposers should therefore make their own inquiries and seek such clarifications they think necessary. KSL shall not be liable to any Proposer for any information in this Request for Proposal 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 Request for Proposal, considering, or evaluating any Proposal or accepting any Proposal. Any liability shall be limited to the costs of preparing and submitting the Proposal reasonably incurred by the Proposer.

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 Proposal which terms and conditions are contained in the following:
 - (i) the Covering Letter;
 - (ii) the Instructions to Proposers;
 - (iii) the Contractor's Proposal;
 - (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 Request for Proposal or the Contractor’s Proposal; and
 - (viii) any formal agreement executed between the Parties,including all schedules and annexes to such documents as relevant.
- (c) **“Contract Period”** has the meaning ascribed to it in Part 1: Requirement Specifications Clause 8.
- (d) **“Contract Price”** means the aggregate Proposal Price for Services required under the Contract.
- (e) **“Contractor”** means a successful Proposer whose Proposal 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 (Cap. 117A).
- (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) **“Request for Proposal”** means the invitation to participate in the proposal for the supply of Services and comprises all the Proposal documents forwarded to the Proposer, inclusive of the Covering Letter, Form of Proposal, Instructions to Proposers, Conditions of Contract, Requirement Specifications, Guidelines for Proposal, Evaluation Criteria and any other documents and forms enclosed.
- (k) **“Letter of Acceptance”** means the letter issued by KSL accepting the Contractor’s Proposal.
- (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 Proposal 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 Request for Proposal 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 Proposal 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) **“Proposal”** means the offer submitted by the Proposer to provide Services to KSL in response to the Request for Proposal, and other documents submitted by the Proposer and accepted in writing by KSL as modifying such offer submitted by the Proposer.
- (u) **“Proposal 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) **“Proposer”** means a person or its permitted assigns and successors offering to provide the Services pursuant to the Request for Proposal 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).

2.1.1.1. 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”.

1.5 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.

1.6 In the Contract, “month” means calendar month, and “day” means calendar day.

1.7 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 Proposal, KSL's acceptance of the Contractor's Proposal 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 30 calendar days.
- 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 of all the Services.
- 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 email address: finance@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 The Contractor shall not be responsible for any withholding tax payable to the Inland Revenue Authority of Singapore under this Contract and KSL shall be responsible for any payment of the same.

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 proposal related documents such as venue rental agreement from the Contractor to KSL hereunder constitutes a **novation**, effective as of the Effective Date of the proposal 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 110.

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 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 IX of the Penal Code (Cap. 224);

- (b) the Prevention of Corruption Act (Cap. 241); 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
 - (ii) 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 shall 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 Proposal; and
- (b) in the case of KSL, the following address:

30 Prinsep Street, #11-01,
WeWork at Prinsep
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 Proposal.

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 shall 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:
 - (i) 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 Proposal (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 Proposal).
- 29.2 Where the Contractor's Proposal (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 Proposal) contains provisions which are more favourable to KSL in relation to the rest of the Contract, such provisions of the Contractor's Proposal 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 shall form an integral part of the Conditions of Contract referred to in Clause 29.1(a).

4. EVALUATION CRITERIA

The evaluation criteria used for this Request for Proposal is as follows:

Criteria	Weightage (%)
1. Competitive Pricing Price proposed with detailed breakdown of fees/costs per item.	40
2. Quality of Proposal - Overall understanding and capacity to meet KSL's requirements provided in the Requirement Specifications. - Detailed approach to meeting task requirements, including optional requirements. - Plans to measure performance/outcomes.	50
3. Track Record of Company - Industry reputation based on relevant track record submitted. - Previous experience working with non-profit or similar organisations	5
4. CV/Resume/Portfolio of Team Lead/Consultant and Assistant Team Lead - Background and experience of proposed Contractor and team member personnel, including any proposed subcontractor personnel. - Rationale for selection of team members and their assigned roles.	5

5. PRICE SCHEDULE

Price indicated is excluding GST:				
S/N	Description	Quantity [A]	Unit Price [B]	Total Price [A x B]
1	Data warehousing and data analytics subscription fees for 12-month period			
2	Implementation costs: <Provide detailed breakdown>			
3	Annual Support for Year 1: <Provide detailed breakdown>			
4	Ancillary costs for Year 1: <Provide detailed breakdown, including costs for customisation/enhancements by hourly rate>			
Total Cost (Year 1) :				
After First Year Costs [Optional Renewals]				
5	Data warehousing and data analytics subscription fees for Year 2			
6	Annual Support for Year 2: <Provide detailed breakdown>			
7	Ancillary costs for Year 2: <Provide detailed breakdown, including costs for customisation/enhancements by hourly rate>			
Total Cost (Year 2) :				
8	Data warehousing and data analytics subscription fees for Year 3			
9	Annual Support for Year 3: <Provide detailed breakdown>			

Price indicated is excluding GST:				
S/N	Description	Quantity [A]	Unit Price [B]	Total Price [A x B]
10	Ancillary costs for Year 3: <Provide detailed breakdown, including costs for customisation/enhancements by hourly rate>			
Total Cost (Year 3) :				
Grand Total :				



(PART 6)

UNDERTAKING TO SAFEGUARD CONFIDENTIAL INFORMATION

This Non-Disclosure Agreement ("Agreement") is entered into as of **3 July 2026** 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 RFP Reference No. KSL-ITT-2026-003 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, from not being generally known to the public and either derives value, actual or potential, from not being generally known, or has character such that KSL has a legitimate interest in maintaining its confidentiality.

In addition, the undersigned agrees as follows:

(a) All documents given by KSL shall 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 shall 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 may 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 shall 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
Authorised Signature
Date: _____

[Receiving Party Name]
Authorised Signature
Date: _____