

SG ENABLE LIMITED

INVITATION TO QUOTE (ITQ)

FOR

**A) DISABILITY AWARENESS TALKS AND HIGH IMPACT RETENTION AND
EMPLOYMENT (HIRE) WORKSHOPS**

**B) ENABLING SKILLS AND COMPETENCIES FRAMEWORK (ESCF)
FAMILIARISATION WORKSHOPS**

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4th March 2025

**SG ENABLE LTD.
20 Lengkok Bahru
Singapore 15905**

SECTION 1 – ITQ SPECIFICATIONS

1. Introduction

- 1.1. SG Enable Ltd. (“SG Enable”) is issuing this Invitation To Quote (ITQ) to appoint suitable Training Partners to deliver SG Enable’s proprietary talks in Disability Awareness, High Impact Retention and Employment (HIRE) and Enabling Skills and Competencies Framework familiarisation workshops from 15 April to 30 September 2025. The courses are administered by SG Enable’s Enabling Academy and Service Development (Lifelong Learning).

2. Background on SG Enable

- 2.1. Set up by the Ministry of Social and Family Development in July 2013, SG Enable is the focal agency for disability and inclusion in Singapore, dedicated to enabling persons with disabilities and building an inclusive society. It seeks to empower persons with disabilities and their caregivers with timely access to information, referral services and grants; enhance training and employment for them; and engage the community to integrate them as integral members of society. It also manages the Enabling Village (EV) and Enabling Academy. SG Enable is a registered charity and an Institution of a Public Character.
- 2.2. For more information on SG Enable, please refer to SG Enable website: www.sgenable.sg

3. Background on Enabling Academy

- 3.1. Enabling Academy (EA), a disability learning hub for persons with disabilities and their network of support, was established by SG Enable. EA forges collaborations that synergise the different strengths and expertise of our partners in education, business and disability. In doing so, we aim to bring fresh ideas and building capabilities in the training space, to:
- i. Promote the practice of accessibility and inclusion among Training Partners
 - ii. Provide diverse lifelong learning opportunities for persons with disabilities that support them in their personal growth and professional development
 - iii. Upskill the formal and informal network of support around persons with disabilities
- 3.2. For more information on EA, please refer to the following:
- <https://www.enablingacademy.sg>
 - <https://vimeo.com/712769827>
 - <https://vimeo.com/712769954>

- 3.3. Launched on 16 September 2024, the Enabling Skills and Competencies Framework was developed by SG Enable, with support from the Ministry of Education (MOE), Ministry of Social and Family Development (MSF), SkillsFuture Singapore (SSG) and Tote Board (TB), in partnership and consultation with caregivers, employers, disability sector professionals and training providers. The framework supports persons with disabilities in skills development and lifelong learning. It also outlines key competencies required by the persons with disabilities' network of support (i.e. caregivers, employers and disability sector professionals) who enable persons with disabilities to fulfil their potential throughout life. The Career Exploration Guide contains information on the essential soft skills and competencies for various job roles in 35 key industries. It also provides guidance on the accommodation necessary for persons with disabilities at the workplace.
- 3.4. For more information on Enabling Skills and Competencies Framework, please refer to the following:
- <https://www.enablingacademy.sg/escf>
 - <https://vimeo.com/1009035697>

4. Scope of Work

A. Employer Workshops

- 4.1. The Training Partner is required to deliver the following employer training workshops – (1) Disability Awareness talks; and (2) High Impact Retention and Employment (HIRE) series workshops. The curriculum and training materials will be provided by SG Enable. This may include conducting experiential activities.
- 4.2. An overview of the workshops are provided below:

| Course name | Remarks | Target audience | Duration | Mode |
|---|--|--|---|---|
| Disability Awareness talk | Provides a brief overview to organisations on the different disability types and relevant disability etiquette. | Organisations keen to embark on their journey towards disability-inclusive hiring | 2 hours | In-person (EV or employer's location); or virtual |
| High Impact Retention and Employment (HIRE) Workshop series | Provides a comprehensive and structured training framework for organisations to equip themselves with relevant knowledge and skills to be Ready Employers in hiring and integrating persons with disabilities. There are currently 6 modules offered. 1. Introduction to Disability Management | Organisations keen to learn to better hire, support and integrate persons with disabilities in their workforce. This includes public and corporate in-house runs. | 1 day course of 7 hours for each module | In-person at EV; or virtual |

| Course name | Remarks | Target audience | Duration | Mode |
|-------------|--|-----------------|----------|------|
| | 2. Recruitment and Hiring of Persons with Disabilities 3. Job Accommodation and Workplace Accessibility 4. Career Advancement and Retention of Employees with Disabilities 5. Enhancing Employment through Assistive Technology (AT) 6. Positive Behaviour Support at the Workplace More information on each module can be found here. https://www.sgenable.sg/your-first-stop/training-consultancy/enabling-academy/training/employers/hire-workshop-series | | | |

4.3. **Disability Awareness** – This talk is an initial step that will empower and equip employees, managers, leaders and individuals with skills that will help foster an inclusive society for persons with disabilities to live, learn and work in the organisation.

4.4. **High Impact Retention and Employment (HIRE)** – There are six modules in the HIRE series. For all the modules in the HIRE series, there may be variations in the duration of the HIRE workshops, subject to employer’s needs, e.g. half-day of “Introduction to Disability Management”, conducted either in-person or virtually. The payment quantum will be prorated to 1 full day (7 hours) of HIRE workshops, as quoted by the Training Partner.

4.4.1. **Module 1: Introduction to Disability Management** – This is the foundational workshop to equip participants with the basic understanding of different types of disabilities and etiquette to help build their confidence in interacting with persons with disabilities. It consists of the following 2 experiential activities each requiring around 30 minutes:

- a) Demonstration on using a wheelchair;
- b) Demonstration of techniques to guide a visually-impaired individual

Training Partners interested to conduct the Introduction to Disability Management are expected to possess working knowledge of using a wheelchair and also sighted guide techniques to guide visually impaired individuals. Training Partners will need to be physically fit to carry out the activities.

Due to the large number of learners (up to 30 per class), Training Partners must have at least 1 assistant to assist in the experiential activities to manage learners and ensure the activities are kept within the stipulated duration.

4.4.2. **Module 2: Recruitment and Hiring of Persons with Disabilities** – This workshop aims to equip employers with inclusive Human Resource (HR) policies and practices that provide equitable access and opportunities for persons with disabilities. Participants will learn how to develop

effective recruitment strategies, factor in disability considerations in the on-boarding process and collaborate with local partners to hire persons with disabilities.

- 4.4.3. **Module 3: Job Accommodation and Workplace Accessibility** – This workshop educates employers on the basics of creating an accessible environment through the elimination of physical, technological or communicable barriers, in order to allow employees to maximise their potential at work. Participants will also learn about reasonable job accommodations to better support individual needs of employees.
- 4.4.4. **Module 4: Career Advancement and Retention of Employees with Disabilities** – This workshop educates employers in reviewing policies and processes to facilitate career development and retention strategies for employees with disabilities. Workshop topics include career planning and the use of benchmarking and indicators to develop compensation and benefits for employees with disabilities. Employers will also learn how to provide accommodation for performance management and engage mentors to retain employees with disabilities in the organisation.
- 4.4.5. **Module 5: Enhancing Employment through Assistive Technology (AT)** – This workshop educates employers to gain an appreciation of how Assistive Technologies can support employees with disabilities at work. This workshop will allow learners to get hands-on experience with various assistive devices and software. It also emphasises on the importance of accessible content to facilitate the recruitment and training of employees with disabilities at work.
- 4.4.6. **Module 6: Positive Behaviour Support at the Workplace** – This workshop aims to equip employers with the knowledge and skills to better manage challenging behaviours displayed by employees with disabilities. Participants will get an understanding on challenging behaviours to better plan and put in place positive behaviour support strategies. They will also learn how to manage meltdowns.

B. Enabling Skills and Competencies Framework Familiarisation (ESCF) Workshops

The Training Partner shall be responsible for developing the curriculum and training materials for the following ESCF workshops and deliver them i.e. (1) ESCF Workshops; and (2) ESCF Clinics:

| Course name | Remarks | Target audience | Duration | Mode |
|---|---|--|---------------------|--|
| Enabling Skills and Competencies Framework Familiarisation Workshop | This training introduces stakeholders to the adaptable Enabling Skills and Competencies Framework & Career Exploration Guide (CEG), highlighting its role as a common language that provides various stakeholders — employers, disability sector professionals, caregivers, and training providers — with insights into its | Social service agencies that run services in centres that are sheltered workshops and day activity centres who refer to the Enabling Skills and Competencies Framework for | 3 hours of workshop | In-person at EV or at client's location or virtual |

| | | | | |
|---|---|---|-------------------------------|--------------------------------|
| | benefits, practical applications via case studies and collaborative strategies. | skills development and/or apply it to organisation's systems/ | | |
| Enabling Skills and Competencies Framework Familiarisation Clinic | After attending the Enabling Skills and Competencies Framework Familiarisation Workshop, social service agencies that run services in centres that are sheltered workshops and day activity centres will have the option to participate in an individual support clinic. This clinic is designed to provide one-on-one support and guidance on ESCF alignment, based on the concepts and information covered in the workshop. | processes (eg align training programmes). | Up to 2 hours max. per centre | In-person at client's location |

5. Training Materials

For Disability Awareness Talks and High Impact Retention and Employment Workshops

- 5.1. SG Enable will provide existing materials and resources related to the standard programmes, such as the presentation slides developed by SG Enable, along with relevant resources and materials.
- 5.2. All the materials are proprietary to SG Enable. You shall not disclose, share or use these materials for any other training or purposes without the written approval of SG Enable.
- 5.3. Any modifications, alterations and enhancements to any training materials shall be discussed with SG Enable, and regarded as the intellectual property rights of SG Enable. All such intellectual property shall be assigned or transferred to SG Enable upon creation and that you will undertake to enter into such agreements or deeds or do all as may be necessary to effect the transfer of the intellectual property rights.

For Enabling Skills and Competencies Framework Familiarisation Workshops

- 5.4. The Training Partner is required to design high-quality training materials that are clear and engaging, incorporating interactive elements, relevant examples and templates/tools to facilitate adoption.
- 5.5. The facilitator guide should consist of a lesson plan with detailed instructions and delivery strategies and tools. The participant guide should consist of the presentation materials, case

studies, worksheets, templates. All materials should be accessible by all types of learners (e.g. providing alternate texts for images, use of clear colour contrast, ensuring compatibility with assistive technology).

- 5.6. All the materials are proprietary to SG Enable. You shall not disclose, share or use these materials for any other training or purposes without the written approval of SG Enable.
- 5.7. Any modifications, alterations and enhancements to any training materials shall be discussed with SG Enable, and regarded as the intellectual property rights of SG Enable. All such intellectual property shall be assigned or transferred to SG Enable upon creation and that you will undertake to enter into such agreements or deeds or do all as may be necessary to effect the transfer of the intellectual property rights.

6. Training Partners' / Trainers' Credentials and Responsibilities

- 6.1. The appointed Training Partner is accountable for:
 - a) Overall management and performance of its trainer(s) which include key areas such as deployment of appropriate trainers, performance management of trainers, and communicating with trainers on all logistical matters;
 - b) Liaison with organisations in key areas such as provide a brief introduction prior to sessions (usually online) and attendance taking during the session.
- 6.2. SG Enable will liaise directly with the Training Partner for all related matters.
- 6.3. Training Partners should also preferably possess relevant knowledge in skills/competency frameworks, with at least 3 years of experience in courseware development, for developing and delivering Enabling Skills and Competencies Framework Familiarisation Workshops.
- 6.5. To provide learners with a meaningful learning experience that meets the learning objectives.
- 6.6. To ensure the proper attendance of learners is kept for each session and that they have duly signed on the attendance list (For virtual training, to ensure participants' videos are switched on as indication of attendance).
- 6.7. To conduct training at each session's venue/virtual platform punctually as assigned by SG Enable. In the event where due to circumstances beyond your control, and you cannot conduct the lecture as scheduled, you should inform SG Enable as soon as possible and well before the commencement of the session.
- 6.8. To adhere to the stipulated training duration as determined by SG Enable.
- 6.9. The Training Partner is responsible for sourcing for his/her co-trainer(s)/assistant(s) in facilitating the experiential and/or virtual activities. SG Enable staff will not assist the trainer in facilitating any activities.
- 6.10. To analyse participants' feedback and identify areas for refinement to improve the effectiveness of the learning for course participants. The trainer will communicate any ideas to revise the course curriculum to SG Enable.

- 6.11. To ensure that the required tasks are completed as assigned. Follow-up and reports (if any) have to be submitted as per the agreement.
- 6.12. The Training Partner shall not market any of the services or products or conduct similar activities to the learners without written approval from SG Enable for a period of six months after the expiry or termination of the contractual agreement.

SECTION 2 – PROPOSED DEVELOPMENT AND DELIVERY FEES

- 7.1. The payment term is 100% upon completion of the assigned scope of work on a monthly basis.
- 7.2. Proposer shall quote in hourly rate for the scope of work in paragraph 4 above. Proposer may quote for (A) Employer workshops; and/or (B) Enabling Skills and Competencies Framework (ESCF) workshops.
- 7.3. The fee(s) quoted in the Proposer's submission shall be deemed to cover all costs of the training development and delivery, where applicable. The chosen Vendor shall not assign or sub-contract either wholly or in part this contract without written authorisation by SG Enable.
- 7.4. SG Enable reserves the right not to accept the lowest quoted fees received, and the right to award the ITQ in full or in parts. In no case will any expense incurred by any Vendor in the submission of its proposal for this ITQ and its presentation be borne by SG Enable.

SECTION 3 - EVALUATION CRITERIA AND SUBMISSION REQUIREMENTS

- 8.1 Submissions will be evaluated according to, but not limited to the following criteria:
 - i. Fee competitiveness (40%)
 - ii. Relevant training certifications such as the Workforce Skills Qualifications Diploma in Design and Learning for Performance (DDDLP) and Advanced Certificate in Learning and Performance (ACLP) and equivalent (20%)
 - iii. Curriculum development and training experiences, where relevant, stating number of years and area (s) of training (20%)
 - iv. Subject matter expertise in disability knowledge through supporting evidences (20%)

Only complete submissions of documents and materials as stated and compliant with the guidelines for submission will be considered for evaluation.

- 8.2. Proposers are to submit a short video (or equivalent supporting documents), of not more than an hour, showcasing the conduct of prior training, which may include class activities, by the relevant trainer(s).
- 8.3. Shortlisted proposers may be interviewed by SG Enable.
- 8.4. More than 1 Training Partners may be appointed, and SG Enable reserves the right for the final award of Training Partners.
- 8.5. Please refer to the table below for all documents to be submitted and the accompanying requirements.

| Documents | Requirement |
|--|---|
| Annex A - Overall submission sheet | There are 5 sections to be completed. Detailed instructions are provided in the sheet |
| Annex B - Indication of training availability | Indicate availability of training delivery |
| Annex C - Conditions of Contract | Sign off on every page (at top right corner) |
| Annex D - Checklist for vendors and service providers (who have access to or handles personal data on behalf of SG Enable Ltd) | Complete the checklist and sign off at the last page |

SECTION 4 - CONTRACT DURATION

- 9.1. The contract to be awarded is from 15 April 2025 to 30 September 2025. Renewal of contract is subject to good performance of the Training Partner and post-programme feedback.
- 9.2. SG Enable reserves the right to reject payment for service and products if they are deemed unsatisfactory or not in accordance to the specifications laid out and agreed upon through this award.

SECTION 5 - MODE OF SUBMISSION

- 10.1. It is required for interested proposers to submit the completed documents - Annex A/B/C/D.
- 10.2. Softcopy (via email) of the Proposal should reach SG Enable no later than **21 March at 5pm**. Please keep the size of the email small (not more than 25MB) to reduce possibilities of non-delivery. The subject title for the email must be clearly marked as *"ITQ Submission – Training Delivery Services (2025) for SG Enable by <insert company name>"*, and emailed to ray.thong@sgenable.sg, anna.djong@sgenable.sg and nur.syazwana@sgenable.sg. An acknowledgement email will be sent within 3 working days. Please check in again if you do not receive it.
- 10.3. Enquiries and clarifications regarding this ITQ should be emailed to ray.thong@sgenable.sg, anna.djong@sgenable.sg and nur.syazwana@sgenable.sg. Please note that enquiries sent after **19 March 5pm** will not be entertained.
- 10.4. A Question-and-Answer Session will be held on **11 March over MS-Teams from 11-12pm**. Interested parties are strongly encouraged to join the meeting to clarify any queries before submission. You may register your interest in this link <https://forms.gle/wJpmmiVDvVVC9emL7> and an email will be sent to you with the Teams link.

ANNEX A - OVERALL SUBMISSION SHEET

Please complete all sections and email it as PDF file to ray.thong@sgenable.sg, anna.djong@sgenable.sg and nur.syazwana@sgenable.sg. For Google/One Drive links, please copy them into the fields required and remember to set to open access.

| Section 1: Pricing | |
|--|--------------------|
| Instructions: Please insert fee for each item separately. | |
| Proposer may submit quotes for (A) Employer Workshops; and/or (B) Enabling Skills and Competencies Framework workshops. | |
| <ul style="list-style-type: none"> For (A) Employer workshops – interested proposers may submit quotes for the workshops that they would like to bid for For (B) ESCF workshops – interested proposers are to submit quotes for <u>all items 3a to 3c</u>. | |
| Item | Hourly rate |
| B. Employer Workshops | |
| 1. Disability Awareness Talk (2hours) | |
| 2a. Introduction to Disability Management (with assistant) | |
| 2b. Recruitment and Hiring of Persons with Disabilities | |
| 2c. Job Accommodation and Workplace Accessibility | |
| 2d. Career Advancement and Retention of Employees with Disabilities | |
| 2e. Enhancing Employment through Assistive Technology (AT) | |
| 2f. Positive Behaviour Support at the Workplace | |
| C. Enabling Skills and Competencies Framework (ESCF) workshops | |
| 3a. Enabling Skills and Competencies Framework (ESCF) Familiarisation Workshop - development of curriculum and materials | |
| 3b. Enabling Skills and Competencies Framework (ESCF) Familiarisation Workshop – training delivery | |
| 3c. Enabling Skills and Competencies Framework (ESCF) Familiarisation post-workshop Clinic | |
| Section 2: Relevant Training Certifications | |
| Instructions: Please compile all relevant curriculum development/training certifications using Google/One Drive and insert the link below. | |
| Google/One Drive Link | <i>Insert link</i> |
| Section 3: Training Experiences | |
| Instructions: | |
| a) Please prepare a Cover Letter of yourself, detailing the relevant number of years in training, expertise areas, previous clients and any other useful information. | |
| b) Save your training video using Google/One Drive and insert the link below. | |
| Cover Letter | <i>Insert link</i> |
| Training Video (<60min) | <i>Insert link</i> |

| Section 4: Subject Matter Expertise in Disability Knowledge | |
|---|---|
| Instructions: Please share any supporting documentations showcasing your Subject Matter Expertise in Disability Knowledge into a Google/One Drive folder and share the link. | |
| Google/One Drive Link | <i>Insert link</i> |
| Section 5: Sign off | |
| Instructions: Please submit a copy of your company's Business Profile (extracted from ACRA) and sign off. If you do not have a registered company, please insert your own name. | |
| Business Profile (if applicable) | <i>Insert link</i> |
| Name & Designation of Authorised Person with Company Name: | Date & Signature of Authorised Person: |
| UEN (if applicable): | Company's Official Stamp (if applicable): |

ANNEX B: INDICATION OF TRAINING AVAILABILITY

Please indicate your availability for the following workshops that you have submitted quotes for. Please note this tentative indication is for planning purposes only.

| Workshop (full day sessions) | Date | Mode | Availability (Y/N) |
|---|-------------|-------------|---------------------------|
| Introduction to Disability Management | 29-Apr | Virtual | |
| | 20-May | In-person | |
| | 17-Jun | Virtual | |
| | 15-Jul | Virtual | |
| | 19-Aug | In-person | |
| | 16-Sep | Virtual | |
| Recruitment & Hiring of Persons with Disabilities | 23-Sep | In-person | |
| Job Accommodation & Workplace Accessibility | 22-May | In-person | |
| Enhancing Employment through Assistive Technology | 26-Aug | In-person | |
| Positive Behaviour Support at the Workplace | 27-May | In-person | |
| Career Advancement & Retention of Employees with Disabilities | 22-Jul | In-person | |

ANNEX C – CONDITIONS OF CONTRACT

Agencies submitting Proposals in response to the Invitation to Quote (“Proposers”) are deemed to have read and understood the following provisions:

1 Interpretation

1.1 The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

“Working Days” means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks are open for business in Singapore.

“Company Marks” means the name "SG Enable / Enabling Village" as well as various other combinations bearing the word " SG Enable / Enabling Village" as service marks, trademarks, tradenames, slogans, symbols designs, insignia, emblems and other identifying characteristics associated with SG Enable.

"Contract" means any resultant contract between SG Enable and the Vendor, including the Invitation to Quote documents, Vendor’s submission, or any Orders issued by SG Enable to the Vendor for the Services and the terms therein from time to time,

“Vendor” refers to the company that is eventually awarded the contract through the ITQ exercise.

“Contract price” means the total amount payable to the Vendor for the performance of the services under this contract, excluding GST. Proposers should state their Contract Price clearly in the proposal.

“EV” shall mean Enabling Village located at 20 Lengkok Bahru Singapore 159053

“Intellectual Property Rights” means:

- (a) patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

- (b) rights under licenses, consents, orders, statutes or otherwise in relation to a right under paragraph (a) above;
- (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and
- (d) the right to sue for past infringements of any of the foregoing rights.

“Marketing Materials” means any collaterals, stickers, brochures, application forms, posters, mailers, print advertisements, videos, digital images, television advertisements, press releases, websites, electronic mailers, Communications and any other advertising, marketing or publicity material of any nature whatsoever in connection with the Project.

“Party” refers to SG Enable and Vendor. Each referred to as a “Party” and collectively referred to as the “Parties”.

“Personal Data” means all information which identifies or which relates to an individual, whether true or not, in any form, including all data which is defined to be "personal data" under any applicable Data Protection Legislation and all information, the collection, disclosure, use or processing of which is subject to Data Protection Legislation.

“Personnel” of a party means the directors, officers, employees, consultants, agents and representatives of that party, but excludes the other parties to this Contract.

“Proposal” means any and all documents and information submitted by the agencies in response to the Invitation to Quote

“Proposers” refer to companies who are submitting a proposal for the ITQ exercise to provide services

“SG Enable” means SG Enable Ltd with its principal office at 20 Lengkok Bahru Singapore 159053.

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

2 Disclaimers

- 2.1 This Invitation to Quote (ITQ) is merely an invitation to treat and is not intended to create or impose any binding legal obligations whatsoever on SG Enable, whether express or implied and whether contractual or otherwise.
- 2.2 Nothing in this ITQ shall constitute a contract between SG Enable and any Proposer. Any Proposer selected pursuant to this ITQ for participation in the project shall be required to enter into a legally binding agreement with SG Enable, the terms and conditions of which shall be agreed between the parties at a later date.
- 2.3 All submissions of Proposals, clarifications, discussions and presentations relating to this ITQ are made entirely at the risk of the Proposer. SG Enable is not liable for any loss by any Proposer.
- 2.4 SG Enable does not make any representation or warranty, whether express or implied, or accept any liability for the completeness, relevancy, accuracy and/or adequacy of the information provided by SG Enable in relation to this ITQ.
- 2.5 SG Enable does not make any representation of fact or promise to the future in respect of any project contemplated by SG Enable relating to this ITQ.
- 2.6 SG Enable accepts no liability or obligation in relation to any Proposal submitted pursuant to this ITQ and/or any subsequent clarifications, discussions or presentations thereon, whether requested by SG Enable or otherwise. The Proposer shall bear all costs and expenses associated with the preparation and submission of its Proposal, and any subsequent clarifications, discussions or presentations thereon. SG Enable will, under no circumstances, be responsible for reimbursing any costs incurred by the Vendor during the process, regardless of the conduct or outcome of the evaluation and selection process.
- 2.7 SG Enable shall have the absolute discretion to accept or reject any Proposal, whether in whole or in part, without giving any reason whatsoever. The receipt by SG Enable of any Proposal pursuant to this ITQ shall under no circumstances impose any form of obligation or amount to an acceptance of or an agreement to abide by any terms or conditions stated therein or elsewhere on the part of SG Enable.
- 2.8 SG Enable shall have the absolute discretion, at any time, to terminate this ITQ or to change the nature, scope, procedures or timelines for the ITQ, including the proposal selection process and criteria. Under no circumstance shall SG Enable incur any liability in respect of such termination or changes.
- 2.9 SG Enable shall not owe any liability to any party for any loss or damage whatsoever (including loss of profit, savings, business contracts, or revenues, and all other forms of actual, direct, special, incidental, or consequential loss or damage) arising from or

related to any response to this ITQ, including but not limited to the submission of Proposals.

3 Ownership of Documents and Intellectual Property (“IP”)

- 3.1 All proposals and other documents or materials submitted to SG Enable pursuant to this ITQ shall become the property of SG Enable. Notwithstanding the foregoing and without prejudice to any subsequent agreement with SG Enable to the contrary, any background IP contained in any Proposal and/or such other document submitted to SG Enable shall not be transferred to SG Enable.
- 3.2 For the avoidance of doubt, all IP in any documents issued by SG Enable pursuant to this ITQ shall remain vested in SG Enable. SG Enable is not liable in the event that there are similar ideas or concepts from submitted proposals.
- 3.3 Royalty free license to use the Company Marks during this Contract in connection with the Project for the purposes of the Contract. SG Enable represents and warrants that it has the right to license the use of the Company Marks to the Vendor and its Affiliates.
- 3.4 All Marketing Materials using the Company Marks shall be subject to the SG Enable's prior written approval (such consent not to be unreasonably withheld). Any unauthorised use of such Company Marks shall constitute a material breach of this Contract and an infringement of the SG Enable's rights in and to such Company Marks. Nothing herein shall be construed as transferring to the Vendor, whether directly or by implication, any ownership or interests in Company Marks.
- 3.5 The Vendor shall follow the SG Enable's instructions as may be given from time to time regarding proper usage of Company Marks in all respects. The Vendor shall not use the Company Marks in any manner which would bring SG Enable into disrepute or otherwise reduce or diminish the goodwill, reputation, image or prestige of the Company Marks or SG Enable. SG Enable may, by notice to the Vendor, change or withdraw any of Company Marks or designate such new Company Marks for use, subject to the terms and conditions of this Contract.
- 3.6 This Clause 3 shall survive the termination or expiration of this Contract in relation to any Party. Each Party hereby agrees that the other Party shall, in addition to any remedies available to it hereunder or at law or in equity, have the right to injunctive relief in the event of any breach of the covenants set out in Clause 3.

4 Licensing of Content

- 4.1 Vendor undertakes to grant SG Enable an irrevocable royalty-free license to use any photographs, videos, notes, images, other materials and all other Works (as defined under the Copyright Act 2021) created by Vendor whether in hard-copy, electronic format or any other format created prior to the Contract which are necessary for the purposes of the Contract.
- 4.2 SG Enable has the right to reproduce, distribute, broadcast, exhibit, edit, digitize or in any other way use such photographs, videos, notes, images, materials and all other Works created by the Vendor by any means and in any form of media without restriction worldwide, by incorporating the photographs, videos, notes, images and other materials onto its website, catalogues, books, brochures, magazines or any other publications. Vendor agrees not to reproduce in whole or in part all Works to any Third Party without the express consent of SG Enable.
- 4.3 Any works or any intellectual property which results from or is generated pursuant to or for the purposes of this Contract, created by the Vendor, its sub Vendor or supplier shall be owned by SG Enable. The Vendor shall, by way of present assignment of future Works or IP, do all things necessary at its cost to ensure that they are all assigned to SG Enable absolutely such as to sign and execute all such documents.

5 Confidentiality of Information

- 5.1 SG Enable may require any party receiving confidential information from SG Enable in relation to or arising from this ITQ to sign a written non-disclosure agreement setting out such party's confidentiality obligations in relation to such confidential information.
- 5.2 SG Enable accepts no liability or obligation in relation to any confidential information disclosed to SG Enable by a Vendor pursuant to this ITQ unless otherwise agreed by SG Enable in a written non-disclosure agreement setting out SG Enable's confidentiality obligations in relation to such confidential information.
- 5.3 Each of the Parties hereby agrees and undertakes that it shall keep confidential all Confidential Information disclosed by the other Party (herein after referred to as the "Disclosing Party") and shall not, without the Disclosing Party's prior written consent, use the Confidential Information or any part thereof for any purpose other than as contemplated in this Contract or disclose the same to any other person except to its respective Personnel on a need to know basis and provided that such Personnel, prior to the disclosure, are made aware of the confidential nature of the Confidential Information (as defined below), agree to use the Confidential Information for the purpose of this Contract and agree not to divulge the same to any unauthorised party.

- 5.4 For the purpose of this Contract , "**Confidential Information**" shall mean information of whatsoever nature (whether oral, written or in any other form) including information containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind relating to the Project, including without limitation marketing philosophy and objectives of such Party, information relating to customer data base, any of the trade secrets or confidential operations, processes or inventions carried on or used by such Party, any information concerning the organisation, business, finances, transactions or affairs of such Party, its dealings, secret or confidential information which relates to its business or any of its principals', clients' or customers' transactions or affairs, its technology, designs, documentation, manuals, budgets, financial statements or information, accounts, dealers' lists, customer lists, marketing studies, drawings, notes, memoranda and the information contained therein, any information therein in respect of trade secrets, or technology and information and material which is either marked confidential or is by its nature intended to be exclusively for the knowledge of the recipient alone, the discussions or agreements entered into or to be entered into between the Parties and the contents of this Contract .
- 5.5 The agreements and undertakings herein contained shall not apply to such Confidential Information:
- (i) which, at the date of its disclosure, is already in the public domain, or which comes into the public domain other than as a result of a disclosure in breach of the terms of this Contract by the receiving Party;
 - (ii) which is lawfully received by the receiving Party through a third party not subject to another confidentiality agreement or other obligation of secrecy with the Disclosing Party;
 - (iii) which is already known to the receiving Party from a source other than the Disclosing Party;
 - (iv) is independently developed by the receiving Party without recourse or reference to the Confidential Information of the Disclosing Party; or
 - (v) the disclosure of which is required by any applicable law, regulation, prevailing governmental policies, rules of any stock exchange or as may be required in connection with any litigation or arbitration proceeding, in which case, the disclosure shall be confined only to such part of the Confidential Information as may be strictly required to discharge its obligations.
- 5.6 If a Party is compelled to disclose Confidential Information by reason of Clause 5.5(v) above, it will as soon as reasonably practicable notify the other Party of such an event and will give the other Party prior written notice of the Confidential Information to be disclosed.

- 5.7 When any Party is aware or becomes aware of any disclosure in breach of this Clause 5, it shall promptly notify the other Party of such improper disclosure with reasonable details thereof.
- 5.8 Each Party agrees and undertakes that it will immediately, upon termination of this Contract and the receipt of a written demand from the other Party, return all Confidential Information in its possession (and all and any copies thereof or of any part thereof) to the other Party.
- 5.9 The obligations of the Parties set out in this Clause 5 shall survive the termination of this Contract.

6 General Obligations

- 6.1 During the Contract, the Vendor shall:
- (i) Conduct itself and all activities associated with the Project
 - Diligently and in good faith; and
 - With due care and skill;
 - (ii) Comply with all applicable laws in relation to all activities associated with the Project; and
 - (iii) Not conduct itself in a manner that may reasonably be perceived to damage or harm the goodwill and reputation of the other Party.

7 SG Enable's Right to Seek Recovery

- 7.1 Nothing herein shall prejudice or limit SG Enable's right to seek recovery from the Vendor for any loss, damage, costs, expenses, or liability incurred by SG Enable and/or its officers, directors and employees, directly or indirectly arising out of or relating to the submission of the Proposal by the Vendor and SG Enable's retention and use thereof, including but not limited to any claim that the Proposal infringes any third party's IP rights.

8 Data Protection

- 8.1 The Parties acknowledge that in carrying out its obligations under this Contract, the Vendor is required to and is authorised to have access to and/or to collect, use or disclose Personal Data for SG Enable and/or on the SG Enable's behalf. Further, to the extent that Parties subsequently mutually agree to exchange any Personal Data and/or in performing its obligations under this Contract, the Vendor agrees and undertakes to:

- (i) comply with all laws, regulations, guidelines and practice notes which may be promulgated or issued by the relevant data protection authorities from time to time in applicable jurisdictions which relate to:
 - (a) the collection, disclosure, use or processing of Personal Data, personally identifiable data (or such other equivalent terms which may be used in applicable data protection legislation); or
 - (b) privacy, including but not limited to the Personal Data Protection Act 2012 (Act 26 of 2012) of Singapore, the Spam Control Act (Cap. 311A) of Singapore, Statutory Bodies and Government Companies (Protection of Secrecy) Act (Cap. 319) of Singapore, Computer Misuse and Cybersecurity Act (Cap. 50A) and any regulations thereunder ("Data Protection Laws") in performing its obligations under this Contract; and
 - (ii) use the Personal Data strictly only for the purposes of this Contract and to keep it strictly confidential.
- 8.2 Confidential Information may be disclosed only to the employees, consultants or affiliates of the Vendor who reasonably require access to such information for the purpose for which it was disclosed and who have secrecy obligations equivalent to Recipient's obligations hereunder.
- 8.3 This Clause 8 shall survive the termination or expiration of this Contract in relation to any Party.
- 9 Termination**
- 9.1 SG Enable may, at any time, terminate this Contract without cause by giving thirty (30) Working Days' written notice to the other Party.
- 9.2 If any Party commits a material breach of this Contract (the "**Defaulting Party**") and, in the case of such a breach which is capable of remedy, fails to remedy the breach within thirty (30) Working Days (or such longer period as the other Party (the "**Non-defaulting Party**") may at its sole discretion agree in writing) upon written request from the Non-defaulting Party to do so then, without prejudice to any other rights or remedies the Non-defaulting Party may have, the Non-defaulting Party shall be entitled at any time to terminate this Contract forthwith by giving notice in writing to the Defaulting Party.
- 9.3 Without prejudice to any other rights or remedies it may have, either Party shall have the right at any time to terminate this Contract forthwith by notice in writing to the other Party if:

- (i) the other Party shall become insolvent or cease to trade or compound with its creditor;
- (ii) a bankruptcy petition or order is presented or made against the other Party, or if a trustee in sequestration is appointed in respect of the assets of the other Party;
- (iii) a receiver or an administrative receiver is appointed in respect of any of the other Party's assets;
- (iv) a petition for an administration order is presented or such an order is made in relation to the other Party; or
- (v) a resolution or petition or order to wind up the other Party is passed or presented or made or a liquidator is appointed in respect of the other Party (otherwise than for a solvent reconstruction or amalgamation).

10 Consequences of Termination/Expiration

10.1 Upon termination or expiration of this Contract pursuant to the duration of Contract or Clause 9 (as the case may be):

- (i) the Parties mutually agree to use reasonable endeavours to co-operate in good faith, to meet and to discuss and decide on all necessary action(s) that need to be undertaken in respect of the termination or expiration of this Contract and to set out reasonable deadlines in respect of executing all the necessary action(s), and
- (ii) the Vendor shall immediately cease to use in any way whatsoever any and all of the Company Marks and all Intellectual Property Rights associated with the Company Marks or belonging to SG Enable.

10.2 The expiration or termination of this Contract shall be without prejudice to the accrued rights of the Parties arising up to the date of expiration or termination of this Contract and any provision hereof which relates to or governs the acts of the parties hereto subsequent to such expiry or termination hereof shall remain in full force and effect and shall be enforceable notwithstanding such expiry or termination.

10.3 This Clause 10 shall survive the termination or expiration of this Contract in relation to any Party.

11 Force Majeure

11.1 Neither Party shall be liable for any claims, losses, damages, costs and expenses arising from the failure to perform, or delay in performing, its obligations under this Contract if such failure or delay results from a cause or causes beyond the reasonable control of either Party, including government regulations, threat of terrorism, war,

labour trouble, strikes, fire, natural disasters, risk of infection, quarantine orders and precautions, epidemic outbreaks, casualties or inability beyond such Party's reasonable control (a "Force Majeure" event), provided that the Parties shall resume their full obligations under this Contract upon the cessation of the relevant Force Majeure event.

12 Governing Laws and Dispute Resolution

- 12.1 This Contract shall be governed by, construed, interpreted and applied in accordance with the laws of the Republic of Singapore.
- 12.2 Upon the written request of either Party, the parties shall refer any dispute arising under or out of or in connection with this Contract, including any question regarding its existence, validity or termination, for mediation under the mediation procedure of the Singapore Mediation Centre for the time being in force which rules are deemed to be incorporated by reference into this Clause. For the avoidance of doubt, neither Party's rights to institute legal proceedings to resolve the dispute shall be in anyway prejudiced or affected by this Clause.

ANNEX D - CHECKLIST FOR VENDORS AND SERVICE PROVIDERS (WHO HAVE ACCESS TO OR HANDLES PERSONAL DATA ON BEHALF OF SG ENABLE LTD)

| No. | Description | Yes | No | Remarks |
|--------------------------------|---|-----|----|---------|
| Policies and procedures | | | | |
| 1. | My organisation has a Data Protection Management Programme (“DPMP”), IT security policies, standards and procedures for protecting personal data. | | | |
| 2. | My organisation does not retain personal data which is no longer required for the provision of service or any other business/legal purposes and ensures proper removal of personal data. | | | |
| 3. | Our clients’ data are stored in our secured system and accessed only by authorised persons. | | | |
| 4. | We do not share clients’ personal data with other parties, unless there is written consent. | | | |
| 5. | We have comprehensive PDPA contractual agreements with our Data Intermediaries. | | | |
| 6. | My organisation has processes to handle Access, Correction or Withdrawal of Consent Requests, and PDPA-related queries to assist our clients in any data subject access and correction requests, and/or queries from individuals or PDPC. | | | |
| 7. | My organisation’s staff are regularly trained and familiar with PDPA requirements/ obligations. | | | |
| 8. | My organisation has an Incident and breach management process (mandatory breach notification obligations). | | | |

| 9. | My organisation has NOT experienced a data breach or data incident in the preceding 2 years. If there | | | |
|----------------------------|---|-----|----|---------|
| No. | Description | Yes | No | Remarks |
| | Past data breach, all known risks have been resolved. | | | |
| For IT vendors only | | | | |
| 1. | My organisation is able to provide internal / external audit reports, or industry certificates (e.g. ISO27001) on our IT solution to protect against data breach. | | | |
| 2. | My organisation has technical, administrative and physical controls in place to monitor, mitigate or prevent the risk of external and internal threats on data. | | | |

I, **[insert representative's name]**, the duly authorised representative of **[insert company's name & company registration number]**, hereby declare that the above information given is accurate and true, to the best of my knowledge. I understand that any act on my part in withholding the information or making any false statement in this Checklist for Vendors and Service Providers may result in termination of the contract with SG Enable and its related entities.

Name:

Company Stamp:

Designation:

Company:

Date: