Dear Sir/Madam

CLOSING DATE/TIME : AS PER QUOTATION CLOSING DATE/TIME INIDICATED IN THE SYSTEM

INVITATION TO QUOTE (ITQ) FOR THE LICENSING OF VIDEO AND AUDIO RESOURCES for TEACHing Literature

The Curriculum Planning and Development Division (CPDD), a division of the Ministry of Education, is pleased to request quotations for the above-mentioned service. Please see detailed specifications in Annex A.

1. All quotes shall be in **Singapore currency** and shall **exclude** GST. They shall be firm and valid for at least 60 days from the closing date of quotation. The Authority reserves the right to award the quotation in full or in part to more than one supplier for the items quoted.

3 Kindly submit your quotation electronically via GeBIZ and upload any other supporting attachments via GeBIZ by the quotation closing date/time indicated in the system. Any late submission of quotation, for whatever reason, will not be accepted.

4 Should there be any need for clarification, please contact:

Audrey Chan at 6832 9319 ([Audrey\_CHAN@moe.gov.sg](mailto:Audrey_CHAN@moe.gov.sg))

5 Upon acceptance of your quotation, all terms and conditions in the annexes and appendixes are to be adhered to.

Thank you.

Yours sincerely

Audrey Chan

Curriculum Planning Officer

English Language and Literature Branch (Pre-University Unit)

for PERMANENT SECRETARY (EDUCATION)



Integrity, the Foundation • People, our Focus • Learning, our Passion • Excellence, our Pursuit

**Annex A**

**Requirement Specifications**

|  |  |  |
| --- | --- | --- |
| **S/N** | **Item** | **Details** |
| **1** | **Background and Objective** | The Authority intends to license the use of video and audio resources that teach Literature (henceforth known as ‘resources’). |
| **2** | **Scope of Project** | * 1. The Contractor shall provide a licence to the Authority to use resources that support the teaching of Literature. The resources shall focus on the learning objectives and skills that are taught in the Pre-University Literature H1 and H2 syllabuses, namely:  |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Project** | **Focus** | **Required resources** | **Target age group** | **Quantity required** | | **Project A** | Unseen | Resources (with or without subtitles) exploring the use and effects of literary devices in poetry, prose, and drama.  The videos could focus on conflict, plot, methods of characterisation, themes, voice, persona, symbolism, imagery, irony, setting, atmosphere, tone, rhyme, meter, form, or any other key literary device.  The videos should enable the viewer to achieve at least one of the following learning objectives:   * Understand the elements of a literary genre (e.g. poetry, prose, drama) and literary and stylistic devices * Understand the ways in which writers’ choices of form, structure and language shape meaning * Understand how connections can be made between two poems * Understand the ways in which events, details of characters, language and other elements of a literary genre shape the reader’s response * Understand how a text invites the reader to respond * Understand how a clear and coherent argument can be presented to support ideas | 17 to 18 year olds | 11 audio or video clips (and corresponding learning tasks, if any) covering different literary devices | | **Project B** | Set texts | Resources (with or without subtitles) analysing key characters, themes, or literary techniques in any of the following texts:   * *Frankenstein* by Mary Shelley * *The Great Gatsby* by F. Scott Fitzgerald * *Pride and Prejudice* by Jane Austen * *Measure for Measure* by William Shakespeare * *Saint Joan* by George Bernard Shaw * *Playing for Time* (stage play version) by Arthur Miller * Selected poems\* by Andrew Marvell * Selected sonnets\* from ‘Astrophil and Stella’ by Sir Philip Sidney[[1]](#footnote-1) * *Doctor Faustus (A-Text)* by Christopher Marlowe * *Women Beware Women* by Thomas Middleton * *The Tempest* by William Shakespeare * Selected poems\* from *Ariel* by Sylvia Plath * Selected poems\* by Elizabeth Jennings * *The Prelude, Book One & Book Two (1805 version)* by William Wordsworth * *A Portrait of the Artist as a Young Man* by James Joyce * *Age of Iron* by J. M. Coetzee * *Regeneration* by Pat Barker * *Woman in Mind* by Alan Ayckbourn * *Who’s Afraid of Virginia Woolf?* by Edward Albee * *Hamlet* by William Shakespeare   The videos should enable the viewer to achieve at least one of the following learning objectives:   * Recognise the concerns of society, culture, ideas or behaviour in the text * Understand the ways in which writers’ choices of form, structure and language shape meaning * Understand the context in which the literary work was written and understood * Gain knowledge of the social, cultural and historical influences in the creation of the text * Understand the connection between the text and its social and historical context * Understand the ways in which characters, viewpoints, and situations convey the social conventions, beliefs and attitudes of individuals and groups in a particular society * Identify and interpret the ideas, viewpoints and values expressed in the text * Understand literary influences and traditions and the notion of reader, text and author | 17 to 18 year olds | 30 audio or video clips (and corresponding learning tasks, if any) | | **Project C** | Historical and cultural contexts | Resources (with or without subtitles) exploring the social, cultural, and historical contexts of the following key literary periods:   * The English Renaissance (1509-1660) * Romanticism * Victorian Literature * 20th and 21st Century Literature   The videos should enable the viewer to achieve at least one of the following learning objectives:   * Gain knowledge of the social, cultural and historical influences in the creation of the text * Understand literary influences and traditions and the notion of reader, text and author | 17 to 18 year olds | 4 audio or video clips (and corresponding learning tasks, if any) – 1 clip for each period |  * 1. The resources need to be engaging, intellectually rigorous, and appealing to the target audience.   2. The licensed resources will be uploaded onto the Authority’s specified learning system(s) and be used in the following ways:  1. As standalone resource that will be viewed ‘as-is’ by students OR 2. As a resource that will be weaved into online learning packages for students, such that the resource is used to support the teaching and learning of stipulated learning objectives    1. The Contractor shall submit documentation (including, but not limited to, correspondence and licence agreements with copyright owners, and a summary of the licence information in a template provided by the Authority) for the resources as well as third-party materials (if any) found in the resources. |
| **3** | **Target Audience** | 3.1 The resources proposed should be suitable for the target age group of 17-18 year olds |
| **4** | **End-users** | The end-users are:   1. All teachers and students from schools in Singapore, as well as educational institutions funded by the Singapore Government 2. Officers from MOE Headquarters 3. Teaching and administrative staff from the National Institute of Education |
| **5** | **License Period** | Five years commencing from 1 September 2018 to 31 August 2023, unless terminated earlier under the terms and conditions of the agreement |
| **6** | **Technical Specifica-tions** | The licensed resources shall comply with the following technical specifications:   |  |  | | --- | --- | | **Video Specifications** | | | **Display Dimensions** | 1280 x 720 pixels (720p)  (should still be enjoyable at 695 x 391 pixels and on 7” tablet) | | **Aspect Ratio** | 16:9 | | **Audio Sample Rate** | 48khz or 96khz | | **Bitrate** | 1 Mbps | | **Frame Rate** | 24-30 fps or 48-60 fps | | **Video Codec** | H.264 | | **Scanning** | Progressive scan | | **Audio Codec** | AAC-LC or MP3 | | **Audio Channel** | Stereo | | **File Format** | MP4 | | **File Size** | 1Mbps bitrate (recommended), 720p/480p.  Authority specified learning system(s) adopts adaptive streaming to deliver the videos based on network conditions. | | **Audio Specifications** | | | **File Format** | MP3 | | **Bitrate** | 128kbps | | **Sampling Rate** | 44.100 kHz | | **File Size** | 5MB | | **Image Specifications** | | | jpg/png/gif | For photographs and detailed images | | svg | For illustrations to be scaled dynamically | |
| **7** | **Timeline** | The links to the licensed resources shall be made available, or the DVD-ROM delivered, to the Authority within 2 weeks from date of award. |
| **8** | **Evaluation Criteria** | Suppliers will be evaluated based on the following criteria:   1. How well each audio or video clip achieves the proposed learning objective(s) as listed in section 2.1 of Annex A (40% weighting) 2. Visual and/or sound quality of audio or video clip (30% weighting) 3. Price (30% weighting) |
| **9** | **Suppliers’ Quote and Submission** | * 1. Suppliers shall submit the following via GeBIZ:  1. The electronic quotation   *\*Suppliers are not required to quote for all the projects.  E.g. Supplier can submit a quote for only Project A and B.*  *Suppliers are also able to propose lesser than the required number of resources for each project.*  *E.g. Supplier can propose only 3 resources for Project A.*  *Suppliers are also able to propose their own combination of resources for each project.*  *E.g. For Project B, supplier can propose 5 resources for The Great Gatsby, 15 for Measure for Measure and The Tempest, 10 for Pride and Prejudice. Or, supplier can propose 2 resources for The Great Gatsby and 3 for Age of Iron. In both instances, each proposal will be duly considered.*   1. The list of proposed resources, according to the format outlined in **Annex C** 2. Access to all the resources listed in **Annex C**. This could take the form of a link to download the resources and/or a trial account to access the resources and/or a DVD-ROM. 3. Any other relevant supporting documents.    1. Manual and late submissions shall not be accepted.   9.3 All quotes shall be in Singapore currency and shall exclude GST.   * 1. All quotes shall be firm and valid for at least 60 days from the closing date of quotation.   2. The quotes should factor in all necessary costs and out of pocket expenses needed to complete the projects.   3. The Authority reserves the right to award in full or in part to more than one supplier for the items quoted. |
| **10** | **The Authority’s clarifications of the Supplier’s proposal** | In the event that the Authority seeks clarification upon any aspect of the Supplier’s proposal, the Supplier shall provide full and comprehensive responses within 3 working days of the notification from the Authority seeking such clarification. |
| **11** | **Deliverables** | The licensed resources shall be made available via links or DVD-ROM delivered to the following officer within 2 weeks after the award:  Ms Audrey Chan ([Audrey\_CHAN@moe.gov.sg](mailto:Audrey_CHAN@moe.gov.sg))  51 Grange Road  Block 9, Level 2  English Language and Literature Branch  Singapore 249564 |
| **12** | **Payment** | * 1. The e-invoices should be issued only upon full and satisfactory delivery of the licensed resources.   2. Payment shall be made within 30 days from the date of e-invoices. |
| **13** | **Contact Person** | For clarifications on the specifications, please contact:  Audrey Chan at 6832 9319 ([Audrey\_CHAN@moe.gov.sg](mailto:Audrey_CHAN@moe.gov.sg)) |

**Annex B**

**LIST OF SELECTED POEMS AND SONNETS**

**Andrew Marvell: Selected Poems**

A Dialogue, between the Resolved Soul and Created Pleasure

On a Drop of Dew

The Coronet

Eyes and Tears

Bermudas

A Dialogue between the Soul and Body

The Nymph Complaining for the Death of Her Fawn

Young Love

To his Coy Mistress

The Unfortunate Lover

The Gallery

The Fair Singer

The Definition of Love

The Picture of Little T.C. in a Prospect of Flowers

The Mower against Gardens

Damon the Mower

The Mower to the Glowworms

The Mower’s Song

The Garden

An Horatian Ode upon Cromwell’s Return from Ireland

Upon the Hill and Grove at Bilbrough

**Sir Philip Sidney: Selected Sonnets from ‘Astrophil and Ste*lla’***

Sonnet 1 ‘Loving in truth, and fain in verse my love to show’

Sonnet 2 ‘Not at first sight, nor with a dribbed shot’

Sonnet 3 ‘Let dainty wits cry on the sisters nine’

Sonnet 4 ‘Virtue, alas, now let me take some rest’

Sonnet 5 ‘It is most true, that eyes are formed to serve’

Sonnet 6 ‘Some lovers speak, when they their muses entertain’

Sonnet 7 ‘When nature made her chief work, Stella’s eyes’

Sonnet 8 ‘Love, born in Greece, of late fled from his native place’

Sonnet 9 ‘Queen Virtue’s court, which some call Stella’s face’

Sonnet 10 ‘Reason, in faith thou art well served, that still’

Sonnet 11 ‘In truth, O Love, with what a boyish kind’

Sonnet 12 ‘Cupid, because thou shin’st in Stella’s eyes’

Sonnet 13 ‘Phoebus was judge between Jove, Mars and Love’

Sonnet 14 ‘Alas, have I not pain enough, my friend’

Sonnet 15 ‘You that do search for every purling spring’

Sonnet 16 ‘In nature apt to like, when I did see’

Sonnet 17 ‘His mother dear Cupid offended late’

Sonnet 18 ‘With what sharp checks I in myself am shent’

Sonnet 19 ‘On Cupid’s bow how are my heart-strings bent’

Sonnet 20 ‘Fly, fly, my friends, I have my death wound, fly’

Sonnet 21 ‘Your words, my friend, right healthful caustics, blame’

Sonnet 22 ‘In highest way of heaven the sun did ride’

Sonnet 23 ‘The curious wits, seeing dull pensiveness’

Sonnet 24 ‘Rich fools there be, whose base and filthy heart’

Sonnet 25 ‘The wisest scholar of the wight most wise’

Sonnet 26 ‘Though dusty wits dare scorn astrology’

Sonnet 27 ‘Because I oft, in dark abstracted guise’

Sonnet 28 ‘You that with allegory’s curious frame’

Sonnet 29 ‘Like some weak lords, neighboured by mighty kings’

Sonnet 30 ‘Whether the Turkish new moon minded be’

Sonnet 31 ‘With how sad steps, O moon, thou climb’st the skies’

**Sylvia Plath: *Ariel***

Sheep in Fog

The Applicant

Lady Lazarus

Tulips

Cut

Elm

The Night Dances

Poppies in October

Ariel

Death & Co.

Getting There

Medusa

A Birthday Present

Daddy

Fever 103º

Paralytic

Poppies in July

Contusion

Edge

**Elizabeth Jennings: Selected Poems**

From *Recoveries:*

Sequence in Hospital

Nerves

Father to Son

Domestic Dramas

Eighty-one Years Old

A New Pain

From *The Mind has Mountains:*

In a Mental Hospital Sitting-room

Diagnosis and Protest

Madness

Reflections on a Mental Hospital

The Interrogator

Night Sister

Words From Traherne: You cannot love too much, only in the wrong way

On a Friend’s Relapse and Return to a Mental Clinic

Night Garden of the Asylum

A Baby Born in Hospital

Chinese Art

A Birthday In Hospital

Just Another Poem

Poem about the Breakdown of a Breakdown

**Annex C**

**List of Proposed Resources**

*\*Suppliers are not required to quote for all the projects.   
E.g. Supplier can submit a quote for only Project A and B.*

*Suppliers are also able to propose lesser than the required number of resources for each project.*

*E.g. Supplier can propose only 3 resources for Project A.*

*Suppliers are also able to propose their own combination of resources for each project.*

*E.g. For Project B, supplier can propose 5 resources for The Great Gatsby, 15 for Measure for Measure and The Tempest, 10 for Pride and Prejudice. Or, supplier can propose 2 resources for The Great Gatsby and 3 for Age of Iron. In both instances, each proposal will be duly considered.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S/N** | **Resource Title** | **Learning Objective(s)** | **Synopsis** | **Link to audio or video clip** | **Any accompanying materials?** |
| **Project A (a maximum of 11 resources will be selected for Project A)** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Project B (a maximum of 30 resources will be selected for Project B)** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Project C (a maximum of 4 resources will be selected for Project C)** | | | | | |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

*\* Please add and delete rows as and when necessary*

# Appendix A

# QUOTATION CONDITIONS OF CONTRACT

Should your offer be accepted, the Terms and Conditions as set out in this Section and the terms and conditions in the GeBIZ Terms and Conditions shall govern the Contract between the Authority and your company.

In this Conditions, unless the context otherwise requires:

1. "Authority" means the Government of Singapore c/o Ministry of Education and includes any officer authorised by the Authority to act on its behalf.
2. “Background IP” means IP which is created prior to or independently of this Contract.

(c) "Contract" includes the Government’s ITQ Message, the Contractor’s Quote Message or offer (submitted through GeBIZ), these Conditions of Contract, the specifications and samples, Letter of Acceptance, Order Message or any Orders issued by the Authority to the Contractor for the supply of the Goods and/or performance of Services.

(d) "Contract Price" means the price exclusive of the Singapore Goods and Services Tax payable to the Contractor for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract and in law.

(e) "Contractor" means the successful supplier who has been awarded the Contract by the Authority.

(f) “Foreground IP” means IP which results from or is generated pursuant to or for the purpose of this Contract.

(g) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.

(h) “IP” means intellectual property and shall include, but is not limited to, patents, trade marks, copyright, industrial design and integrated circuit topography.

(i) "Services" means the work which the Contractor is required to perform under the Contract.

**2. SCOPE OF CONTRACT**

2.1 The Contractor shall carry out and complete the supply of all items of Goods and perform Services in accordance with the Contract. Unless otherwise stated in the Contract, all Goods shall be new and unused.

**3. DELIVERY**

3.1 The Contractor shall deliver the Goods and perform the Services by the Delivery/Performance Date and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the Authority. The issue of such receipt shall in no way relieve the Contractor from his responsibility for replacing defective or damaged Goods or for rectifying deficient Services under Clause 4 hereof.

4. WARRANTY

4.1 The Warranty Period shall commence on the date of receipt of the Goods and on the date of acceptance of the Services in Singapore. The length of the Warranty Period shall be twelve (12) months or such period as agreed in writing.

4.2 Where during the Warranty Period, any Good(s) is found to be:

(a) Defective in design, materials or workmanship; or

(b) Not in accordance with the Contract or any specifications incorporated in the Contract by written agreement; or

(c) Having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees or specifications published by the Contractor as applicable to the Good(s);

then unless it is shown that the foregoing is caused solely by improper use or mishandling by the Authority, the Contractor shall, at its own expense (including transportation costs), at the written notification of the Authority, replace, rectify or completely repair the damaged or defective Good(s). The Contractor may, in lieu thereof, elect to replace the damaged or defective Good(s).

4.3 If any Service performed is found during the Warranty Period to be deficient, the Contractor shall at the written notification of the Authority, rectify the same, at the expense of the Contractor within thirty (30) days of receipt of the Authority’s written notification or within such time as mutually agreed in writing between parties.

**5. PAYMENT**

5.1 Within thirty (30) days from the date of invoice or date of receipt of invoice of any Goods delivered and Services performed in accordance with Clause 3.1 of the Contract and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be specified by the Authority and the Authority's receipt as referred to in Clause 3.1 of the Contract, the Authority will make payment to the Contractor of the full value of all Goods so delivered and Services so performed provided that no payment shall be considered as evidence of the quality of any Goods and Services to which such payments relates nor shall it relieve the Contractor from his responsibilities under Clause 4 hereof.

5.2 Where delivery is by consignments, payment will be made within 30 days after delivery of each consignment and the receipt of the documents referred to in Clause 3.1.

6. RIGHTS OF THIRD PARTIES

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

**7. SUB-CONTRACTING AND ASSIGNING**

7.1 The Contractor shall not sub-contract or assign the Contract without the prior written consent of the Authority.

**8. SUSPENSION OR TERMINATION**

8.1 The Authority shall, after giving seven (7) days prior written notice to the Contractor, have the right to suspend or terminate the Contract if the Authority is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension or termination save that the Authority shall pay the Contractor the price of the Goods delivered and accepted by the Authority as at the date of written notice of termination or suspension. The Authority shall have title to such Goods delivered and accepted. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Authority to the Contractor by reason of this Clause.

8.2 The Authority shall, without the Authority being liable therefor in damages or compensation, have the right to terminate the Contract by written notice to the Contractor if the Contractor commits a breach of its contractual obligations under the Contract that is incapable of remedy, or where the breach is capable of remedy, the Contractor does not remedy the breach within seven (7) days of being served with a written notice from the Authority to do so. The termination shall take effect from the date of the notice of termination.

**9. GIFTS, INDUCEMENTS AND REWARDS**

9.1 The Authority may terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with the Authority or for showing or forbearing to show favour to any person in relation to any Contract with the Authority, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the Authority the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the Penal Code or Prevention of Corruption Act or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the Penal Code or the Prevention of Corruption Act.

**10. VARIATION**

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

1. **APPLICABLE LAW**

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

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

**Appendix B**

**OTHER INFORMATION**

1. **SUSPENSION OF PAYMENT**
   1. If in the opinion of the Authority, the Contractor is in breach of any of the provisions of this Contract, the Authority shall be entitled to withhold any payment or part thereof as may be due or become payable to the Contractor without prejudice to any right of action that may have accrued to the Authority and to the continuance in force of this Contract unless otherwise terminated by the Authority.
2. **CONFIDENTIALITY OF INFORMATION SUPPLIED TO THE CONTRACTOR**
   1. The Authority shall supply free of charge all available data and information where applicable, for the carrying out by the Contractor of his duties under this Contract.
   2. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any purchases made in this Contract or any provisions thereof or any information issued or furnished by or on behalf of the Authority in connection therewith to any person.
   3. In addition to the foregoing, the Contractor shall not make use of any information obtained directly or indirectly from the Authority or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of the Authority.
3. **OWNERSHIP OF DOCUMENTS AND COPYRIGHT**
   1. The Authority reserves all copyright contained in the ITQ.
   2. All documents submitted by the Contractor in response to the ITQ shall become the property of the Authority. However, IP contained in these documents shall remain vested in the Contractor.
4. **WARRANTY AND INDEMNIFICATION** 
   1. The Contractor warrants that the final products do not infringe any existing IP rights and that they do not contain any obscene, indecent, objectionable or libellous materials. The Authority reserves the right to direct the Contractor to amend or delete such materials.
   2. The Contractor agrees to indemnify and keep indemnified the Authority, their successors or assigns against any liability, action, proceedings, claims, demands, costs, damages and expenses which may be incurred or levied or brought against the Authority in relation to any infringement of any third party’s intellectual property rights in the final products.
5. **TAXES, FEES, DUTIES AND EXPENSES**
   1. All legal fees and expenses, suffered as a result of wrongful action, negligence or breach of appointment term, including any alleged wrongful use or violation of copyrighted work or literary property of patented invention, article or appliance shall be borne by the Contractor.
6. **LIABILITIES OF CONTRACTOR**

6.1 In the event of the Authority (including for this purpose every officer and department thereof) being held liable for damages arising out of any claim by any workman, employee or agent employed by the Contractor in and for the performance of the Contractor, the Contractor shall indemnify the Authority, its officers or departments against such claim and any costs, charges and expenses in respect thereof. Provided the same is not caused by the gross negligence or willful default of the Authority, its officers or agents.

1. **TERMINATION**
   1. Either party may terminate this Contract by giving the other party thirty (30) days' written notice of termination in the event of failure on the part of the other party to comply with the Terms and Conditions of this Contract. Such termination shall not prejudice the right of the party terminating the Contract to claim any damages arising from the breach of this Contract.
   2. In the event of the Contract being terminated, the Authority shall only be liable to pay the Contractor professional fees due for Goods delivered and Services performed in accordance with the Contract up to and including the effective date of termination.
   3. Upon receipt of any such notice of termination, the Contractor shall not commence any new item of work, but shall devote himself to completing as far as possible the items of work already commenced prior to the receipt of the notice of termination. No expenses other than those which are necessary for the completion of such items of work shall be incurred without the Authority's approval.
   4. In the event of termination of the Contract in accordance with this clause, all Reports prepared by the Contractor pursuant to and for use under this Contract shall be promptly handed over to the Authority. The Contractor shall not be entitled to any further payment in respect of such documents, materials and technical data other than the sum payable in accordance with Clause 7.3.
2. **MEDIATION**
   1. Notwithstanding anything in this Contract, in the event of any dispute, claim, question or disagreement arising out of or relating to this Contract, or the breach thereof no Party shall proceed to litigation or any other form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

* 1. A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 8.1.
  2. Failure to comply with Clause 8.1 or 8.2 shall be deemed to be a breach of contract.

1. **REMUNERATION COMPUTATION**
   1. Payment will be made within 30 days from the date of e-invoice which is to be issued in accordance with the Payment Schedule or only after full and satisfactory completion of the Services in accordance with the Contract as deemed by the Authority. The Authority reserves the right to delay and make only partial payment or no payment of the approved amount until the work meets the requirement of the Authority.
2. **WITHHOLDING OF TAX**
   1. The Authority shall deduct from every payment due to the Contractor the amount of income tax at the rate applicable to the Contractor under the Income Tax Act. This provision is only applicable if the Contractor is a non-resident.

1. \*See **Annex B** for a list of selected poems and sonnets. [↑](#footnote-ref-1)