

Cover Letter

5th July 2024

To the Vendor,

Dear Sir / Mdm,

SAM/ITQ/2024/0010

INVITATION TO QUOTE (ITQ): FOR THE DESIGN, DEVELOPMENT AND MAINTENANCE OF A DESIGN COLLECTION WEBSITE FOR SINGAPORE ART MUSEUM (SAM)

- 1 Singapore Art Museum (SAM) invites Vendor Proposal for the goods and/or services described in detail in the Requirement Specifications and on the terms set out in this Invitation to Quote as a whole.
- 2 The invitation comprises of the following documents:
 - a. This Cover Letter
 - b. Section A: Requirement Specifications
 - c. Section B: Conditions of Contract
 - d. Section C: Annexes
- 3 Vendors Proposals shall be evaluated based on the following criteria:
 - a. No debarment status. *
 - b. Conformity to the requirements of the ITQ submission instructions. *
 - c. Quotation Price.
 - d. Compliance to Requirements Specification.
 - e. Quality of Proposal
 - f. Track Record
 - g. Ability to meet the stated timeline. *

* This is a Critical Criteria. Quotations that do not meet these criteria are liable to be disqualified.
- 4 Documents to be submitted by Vendors are:
 - a. ITQ Offer and/or Proposal.
 - b. ACRA Business Profile (Business Registration Document) and GST (Tax) status.
 - c. List of Relevant Track Record in the Last 5 Years.
 - d. All forms required as stated in the Annexes of Section B: Requirement Specification.
- 5 Vendors are to submit their proposals and other relevant/required supporting documentation via email to: procurement@singaporeartmuseum.sg by the Closing Date, which is at 4.00 pm, on 19th July 2024.
- 6 Proposals submitted after the Closing Data shall be disqualified, at the discretion of SAM.

- 7 For further clarifications, vendors may submit the written request no later than 4.00 pm, on 19th July 2024 to:

Name:	Berny Tan
Designation:	Curator
Email:	Berny.tan@singaporeartmuseum.sg
Name:	Siobhan Tang
Designation:	Curatorial Assistant
Email:	Siobhan.tang@singaporeartmuseum.sg
Name:	Eugene Poh
Designation:	Deputy Director, IT
Email:	eugene.poh@singaporeartmuseum.sg
Name:	Imran
Designation:	Assistant Manager, IT
Email:	imran.al@singaporeartmuseum.sg
Email Subject:	SAM-ITQ-2024-0010 – Design Collection Website

- 8 Singapore Art Museum does not bind itself to accept the lowest or the whole of any Vendor Offers. This Invitation to Quote will be governed by the attached, Conditions of Contract.

We look forward to receiving your proposal.

Yours faithfully,

Imran
 Assistant Manager, IT
 SINGAPORE ART MUSEUM

Confidentiality Note:

Except with the consent in writing of SAM, Vendors invited shall not disclose to any third parties, this Invitation to Quote, the provisions of this Invitation documents, and any information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to the Vendors pursuant to this Invitation to Quote by or on behalf of SAM.

SECTION A: REQUIREMENTS SPECIFICATION

1 Introduction

1.1 The Singapore Art Museum is a contemporary art museum and focuses on international contemporary art practices, specialising in Singapore and Southeast Asia. SAM has built one of the world's most important public collections of Southeast Asian contemporary artworks, with a growing component in international contemporary art. SAM draws from its collection and collaborates with international contemporary art museums to co-curate and present contemporary art exhibitions.

1.2 Singapore Art Museum corporate office is located at:

1.2.1 39 Keppel Road, #03-07, Tanjong Pagar Distripark, Singapore 089065

2 Purpose

2.1 The Singapore Art Museum (SAM) seeks the design and development of a website with DatoCMS which is a Content Management System (CMS) and which will function as an online platform (the Platform) for SAM's new Design Collection (the Collection). The Platform will serve not only as a repository of information regarding the Collection, but also as a discursive space to present various perspectives and propositions related to the Collection's research interests.

2.2 The Collection is part of a new multi-museum initiative to establish a National Design Collection for Singapore, involving SAM, the National Museum of Singapore (NMS), the Asian Civilisations Museum (ACM), and the government agencies of Urban Redevelopment Authority (URA), National Library Board (NLB) and the National Heritage Board (NHB).

2.3 SAM's Collection in particular examines multi-, inter-, and trans-disciplinary practices at the intersection of contemporary art and design. It positions design not as a monolithic and distinct sphere, but rather as a perspective through which SAM can engage with an expanded field of creative practitioners. The Collection seeks to complicate long-held binaries and hierarchies that have typically separated art and design, despite their persistent overlaps. By foregrounding these overlaps, it hopes to catalogue hybrid, collaborative, and even ambiguous ways of working. It also welcomes design as a framework for mediating between art and the public, embracing everyday visual and material cultures as access points.

2.4 The Platform functions as repository of information about the Collection and its acquisitions. Its core output will be a web-based journal with issues to be published bi-annually (once every six months) at least through 2027. Each issue will spotlight practitioners and acquisitions from the Collection, as well as feature projects, research, and discourse at the intersection of contemporary art and design, in Singapore and the region. These articles will be sourced from a broad spectrum of contributors outside SAM, but content will be uploaded and maintained by the Collection's curatorial team. Since the Platform will include long-form texts, readability will be of high priority.

- 2.5 While the target audience for its discursive content includes artists, designers, fellow museum professionals, academics, researchers, and other arts industry experts, the Platform will be the main interface between the Collection and the public. Therefore, the Platform must be appealing and user-friendly, leveraging on its visual content to be approachable to a wider audience.
- 2.6 In addition to designing the Platform's interface, the Contractor will be welcome to take an active role in shaping its editorial architecture, working closely and collaboratively with the Collection's curatorial team.

3 Definitions

- 3.1 Throughout this Invitation to Quote and any resultant Contract (defined in the Conditions of Contract), unless the context otherwise requires, the following definitions shall apply:
- 3.1.1 **"Closing Date"** means the time and the date referred to in the Cover Letter & ITQ Notice, which is the deadline for submission of Proposal Offers.
- 3.1.2 **"Invitation to Quote"** or **"ITQ"** means the invitation to participate in this Invitation to Quote and comprises of all the ITQ Documents referred to in the Cover Letter.
- 3.1.3 **"Vendor Offer"** or **"Vendor Offers"** or **"Proposal Offer"** means the submissions made by Vendors in response to the Invitation to Quote.
- 3.1.4 **"Vendor"** or **"Vendors"** indicates the persons participating in this ITQ.
- 3.1.5 **"Contractor"** indicates the successful Vendor who will be awarded this ITQ.
- 3.1.6 **"SAM"** means Singapore Art Museum.
- 3.1.7 **"Staff"** means employee of Singapore Art Museum.
- 3.1.8 **"Authorised Staff"** means employee of Singapore Art Museum that has read, write, and edit permission to manage content and pages on The Website.
- 3.1.9 **"External User"** means public users or users who do not belong to the Singapore Art Museum.
- 3.1.10 **"CMS"** means Content Management System.
- 3.1.11 **"The Website"** means the proposed developed of the SAM Website described in this document.
- 3.1.12 Clauses denoted by the word **"shall"** and **"must"** indicates compulsory tasks/service to be delivered by the Contractor. SAM would consider work-around or alternative solutions if the proposed solution does not have the required features.

- 3.1.13 All other terms referred to in this Invitation to Quote shall have the same meanings as those given in the Conditions of Contract. The Conditions of Contract shall apply to the Contractor for SAM.

4 Requirements Specification

4.1 The Website Proposal Pitch

- 4.1.1 Vendors shall include in their Proposal Pitch:
- 4.1.1.1 Draft visual concept and identity of The Website.
 - 4.1.1.2 Vendors shall use the information available in **Annex A – Samples of Information for Vendor’s Presentation**, for the presentation of their proposal.
 - 4.1.1.3 The Website architecture.
 - 4.1.1.4 Example of how content will be presented.
 - 4.1.1.5 Relevant Experience of Team
 - 4.1.1.5.1 Provide list of previous work/experience in the development of art and art-related websites in the last 3 years.
 - 4.1.1.5.2 Provide portfolio of websites for reference.
 - 4.1.1.5.3 If applicable, examples of past collaborations with local and regional artists, self-initiated projects showcasing their personal research interests, academic or journalistic writing, or any project that may demonstrate their capacity to collaborate with the curatorial team.
 - 4.1.1.6 Vendors may be required to present their proposal to SAM.

4.2 Website Brand Identity Design

- 4.2.1 To provide creative conceptualisation and development of the brand identity, including services such as:
- 4.2.1.1 Brand and logo usage guidelines.
 - 4.2.1.2 Working files in Adobe Illustrator Format.

4.2.1.3 Colour Palette.

4.2.1.4 Typography including typeface for other languages.

4.2.2 Adaptations

4.2.2.1 Design Must be adaptable to both landscape and portrait formats, including use across own and paid channels.

4.2.2.2 Flexibility to expand beyond 2D print into video formats, and usage on various social platforms.

4.2.2.3 Provide adaptations across various platforms and formats.

4.3 Website Design & Development

4.3.1 The Contractor shall design and develop a homepage and its subpages, based on the User Journey provided in (refer to **Annex B – User Journey for The Platform**).

4.3.2 The Contractor shall design and develop a site architecture that is able to present and support various types and formats of contents within the page (e.g., types of content include but are not limited to essays, visual essays, lists, static/dynamic images, and videos).

4.3.3 The Contractor shall implement search functions with filters to allow for easier searching of contents.

4.3.4 The Contractor shall implement any integrations required for the CMS.

4.3.5 The Contractor shall ensure that any customised domain name (e.g. design.singaporeartmuseum.sg) can be applied as the main URL for The Website.

4.3.6 The Contractor shall participate in design discussions with SAM to conceptualise and subsequently confirm design specifications for the website. This may include workshops, site mapping, wireframing, mock-ups, UI/UX development and prototyping across web and mobile platforms.

4.3.7 The Contractor shall implement controlled user accounts created with official work emails of SAM to access the CMS backend.

4.3.8 The Contractor shall take into consideration SAM audience's needs for clear, concise and accessible information on SAM website when modifying/designing any templates, modules and sitemap, and subsequent applications through various media and marketing platforms.

4.4 Website Content

4.4.1 The Contractor shall design and develop a website that is able to contain content such as but not limited to the type of contents listed below:

4.4.1.1 **The Design Collection Journal:** A series of issues to be released biannually (every six months). Each issue will contain an editorial note and 5 to 8 individual texts, which might take the form of commissioned essays written by external guests or interviews with artists. These texts will be approximately 2,000 to 5,000 words each including footnotes, and may contain images, captions, and embedded videos. They should be downloadable as PDFs and shareable on social media platforms. The journal should also have a tagging system to identify broad themes and categories.

4.4.1.2 **Highlights from the Collection:** an area featuring photographs or videos of the Collection's acquisitions, which will include artworks, design projects, and artists' books. This section will need to be indexed and searchable, with filtering and sorting functions, although the number of acquisitions is expected to start small and grow over the next few years. Selections from the collection may also be displayed in a rotating presentation on the Platform's homepage, showing different acquisitions with each unique visit to the platform.

4.4.1.3 **Research Projects:** This section archives research projects commissioned by the Collection. Each project should be contained within an individual page containing a project-write-up and documentation, which may include images and videos. This may also be presented as a series of downloadable PDF 'reports', in which case a template for these reports may be suggested by the vendor. Estimated word count per project is 1,000 to 3,000 words.

4.4.1.4 **About the Design Collection:** a page/section containing general information about the Collection. This might also include a sub-section for news/updates about the Collection.

4.4.2 Refer to **Annex C - References of websites with similar concepts.**

4.5 Website General Architecture

4.5.1 The Contractor shall develop a website that is error-free and tested to work with at least two latest versions of desktop browsers of Microsoft Edge, Mozilla Firefox, Google Chrome and Safari.

4.5.2 The Contractor shall develop a website that is mobile responsive and is able to work with the latest iOS and Android OS on mobile and tablet devices, including

on the mobile web browsers for native web browser, Microsoft Edge, Google Chrome, Mozilla Firefox and Safari.

4.5.3 The Contractor shall implement the Website with DatoCMS Content Management System (CMS) and meet the requirements of this ITQ.

4.5.4 The Contractor shall ensure that the Website is optimised on the DatoCMS platform with the following minimum-security requirements:

4.5.4.1 Diligently maintained with security updates and address any security vulnerabilities to The Website.

4.5.4.2 Secured and diligently updated plugins (if any).

4.5.4.3 Suitable for effective management & maintenance of the website, encompassing functionalities such as content editing and site management.

4.5.4.4 Does not have a history of neglecting to promptly address Zero-Day exploits.

4.5.4.5 Does not have a reputation for frequently experiencing vulnerabilities including but not limited to directory traversal, file including exploits, DDoS attacks, Cross-Site Scripting, SQL Injection, and Brute Force attacks.

4.5.4.6 Must have a strong track record of security and resilience against attacks listed in Clause 4.5.4.5 and against common vulnerabilities.

4.5.4.7 Must be equipped with robust safeguards and security enhancements to effectively mitigate vulnerabilities outlined in the OWASP Top Ten Vulnerabilities list.

4.5.4.8 Must propose a target source that is hosted on the vendor's environment for both production and staging.

4.6 **Website Hosting & Environment**

4.6.1 Vendors shall note that The Website front end (Web Server) shall be hosted on SAM's Azure Static Web App.

4.6.2 Vendors shall indicate all the required cost for the Web Server (Azure Static Web App). This includes any 3rd party cost and resources that may be incurred as a result of using the Web Server. The Vendor shall be required to justify the use of the resources and cost.

- 4.6.3 The Contractor shall develop and test in a Staging Environment and to preview website changes before they are deployed to the Production Environment. The Contractor shall indicate if the Staging Environment includes any Database Replication, Debugging and error logging, Testing Tools, and Security Measures.
- 4.6.4 The Contractor shall establish a Production Environment, which will host the live website accessible to the general public users. This environment must be optimised for performance, reliability, scalability and with no security issues. The Production Environment shall have the capability to include Database Management (if necessary) and Web Server Configurations with proper Content Security Policies implemented.
- 4.6.5 The Contractor shall develop a HTTP Status code error page in the same manner as the website, this includes but not limited to 4xx errors.
- 4.6.6 The Contractor shall develop a Website Maintenance holding page in the same manner as the website, this will be activated by SAM when required.
- 4.6.7 The Contractor shall develop the mechanism or process for website maintenance holding page to be activated and displayed.
- 4.7 **Website Analytics & Tracking**
- 4.7.1 The Contractor shall implement Google Tag Manager and any other analytics tracking that is included in SAM's Web Analytics Programs on The Website to facilitate online advertisement and tracking efforts.
- 4.7.2 The Contractor shall ensure that SAM is able to generate web analytics reports on its own in real-time for the Google Tag Manager, includes SAM's web analytics program, implemented.
- 4.8 **Website Access Control**
- 4.8.1 The Contractor shall ensure that access to all hosting environments granted to Authorised Staff of SAM or host administrators in a SaaS/Private/Cloud hosting environment shall be strictly controlled, based on ISO27001 best practice.
- 4.8.2 The Contractor shall work out the process for the management of access control for the Website and its environment with SAM.
- 4.8.3 The Contractor shall ensure that SAM is provided with administrator access to the SaaS/Private/Cloud hosting environment, including all environments proposed by the Contractor.
- 4.9 **Website Performance**

- 4.9.1 The Contractor shall ensure that the website meets the following performance requirements objectives when designing and developing the website:
- 4.9.1.1 The website's load capacity should be designed to support up to 200 concurrent users or accommodate up to 10,000 hits per week.
 - 4.9.1.2 The website must prioritise to achieve optimal page load time of 2 seconds or less, recognising its critical impact on the overall user experience. This includes employing efficient coding practices, optimising image and file sizes, leveraging caching mechanisms, and employing other performance-enhancing techniques to ensure swift and responsive loading of websites.
 - 4.9.1.3 The website should be thoughtfully designed to accommodate scalability requirements, considering future growth and increased user or content demand.
 - 4.9.1.4 The website's mobile responsiveness should be enhanced for optimal performance on mobile devices.

4.10 **Website Security Vulnerabilities**

- 4.10.1 The Contractor shall ensure that The Website is able to meet to SAM's Web Application Vulnerability and Penetration Testing (VAPT) procedures by:
- 4.10.1.1 Resolving all VAPT findings from scans conducted by SAM before the website goes live, this will be considered as the (Pre-Go Live) scan.
 - 4.10.1.2 The Pre-Go Live VAPT process will involve comprehensive scanning that may take up to 2 weeks to complete. The Contractor shall provision sufficient time for scanning and resolving possible potential vulnerabilities before Go Live.
 - 4.10.1.3 Post-Go Live resolution for periodic VAPT findings identified by SAM during the contracted period.
 - 4.10.1.4 Post-Go Live VAPT will be minimally conducted on a quarterly basis. Contractor shall also resolve any ad-hoc VAPT performed.
 - 4.10.1.5 Diligently resolving all vulnerabilities and weaknesses identified during the assessment within the Service Level Agreement to ensure the website's security and integrity is not compromised.
 - 4.10.1.6 Promptly remediate any identified vulnerabilities based on the Service Level Agreement for Security.

- 4.10.1.7 Clearly documenting remediation actions done for VAPT findings.
 - 4.10.2 The Contractor shall assume full responsibility for all security aspects concerning The Website, including the hosting environment.
 - 4.10.3 The Contractor responsibility shall encompass the installation, utilisation, deployment, and support of the website, including the implementation of robust security measures to safeguard against potential threats and vulnerabilities, including the hosting environment.
 - 4.10.4 The Contractor shall be responsible for incorporating and enforcing Content Security Policy (CSP) for the website. The selection of each specific CSP directive shall be justified based on its relevance and purpose and shall be approved by SAM.
 - 4.10.5 The Contractor shall ensure all CSP implemented is effective to enhance security and integrity of the website's content and other potential risk.
 - 4.10.6 The Contractor shall propose and implement solutions to address security vulnerabilities for the CMS.
- 4.11 Website Security Audit and Compliance**
- 4.11.1 Independent auditors or service may be engaged by SAM to conduct review of the website to ascertain the fulfilment of deliverables in accordance with the requirements of the contract and the requirement specifications. This may include but is not limited to security assessments, where penetration tests may be conducted for this purpose.
 - 4.11.2 The Contractor shall work with SAM appointed auditor or service in meeting the objectives of the review.
 - 4.11.3 The Contractor shall bear the cost of any rectification resulting from the review.
 - 4.11.4 The Vendors shall ensure the proposed website complies with:
 - 4.11.4.1 Compliance with Singapore's Personal Data Protection Act (PDPA) and/or other international recognised privacy standards like General Data Protection Regulation (GDPR).
- 4.12 Website Support and Maintenance**
- 4.12.1 The Contractor shall provide a warranty of 1 months (Warranty Period) commencing from the official launch date of the Website (Go-Live).
 - 4.12.2 The Contractor shall provide the Website Support and Maintenance for a period of 1 year (1st Year Support), starting from the end of the Warranty Period.

- 4.12.3 The Contractor shall provide an optional of 2 Years broken down into 1 Year Periods for the Website Support and Maintenance, commencing from the end of the 1st Year Support.
- 4.12.4 The Contractor shall remedy at no cost to SAM for all defects, deficiencies, important updates (e.g., media releases, content changes), failure or damages to the Website during the warranty period.
- 4.12.5 The Contractor shall, within the scope:
 - 4.12.5.1 Ensure all reported issues and breakdown, including but not limited to security related issues from Web Application Vulnerability Assessment and Penetration Testing, are resolved within the SLA.
 - 4.12.5.2 Ensure all applications are patched and updated to the latest stable version.
 - 4.12.5.3 Ensure all applications are configured and setup according to security best practices.

4.13 **User Acceptance Testing (UAT)**

- 4.13.1 The Contractor shall propose and perform testing to validate and attest the following:
 - 4.13.1.1 The proposed website requirements are fully met.
 - 4.13.1.2 The Website is implemented based on technical specifications specified in this document (or otherwise agreed with SAM and design proposal approved and awarded.
 - 4.13.1.3 The Contractor shall ensure that all defects are resolved to SAM satisfaction before proceeding to the next phase of testing and sign off.
- 4.13.2 All UAT at various stages will require sign off by SAM as documentation prove of completion of UAT. The UAT sign of will be used as confirmation of delivery of service for payment.
- 4.13.3 As part of UAT, the Contractor shall provide a minimum of 2 training sessions for, but not limited to the following:
 - 4.13.3.1 Administration of the CMS and/or The Website.
 - 4.13.3.2 Authorised Staff training on Content editing and Content administration.

4.14 **Documentation**

4.14.1 Upon SAM's request, the Contractor shall provide the following documents, information, and any other relevant documents that SAM may require, in accordance with the timelines to be agreed between SAM and the Contractor:

4.14.1.1 Website Design and Website Architecture Specifications, including Sitemap

4.14.1.2 Implementation Plan (includes Testing and Training)

4.14.1.3 Operational Manual, User Manual and Training Guides

4.14.1.4 Transition Plan

4.14.1.5 Communication and Escalation Plan

4.14.1.6 Change Management Plan

4.14.1.7 Risk Management Plan

4.14.1.8 All design files shall be created and saved in Vector (.AI) or (.EPS) format. They shall be organized and stored in digital folders and made accessible to SAM at any point in time. At the end of the Contract, the Contractor must hand over all Final Artworks and working files to SAM.

4.15 Service Level Agreement (SLA)

4.15.1 The Contractor shall provide a mechanism to SAM to ensure service levels for all reported problems are met.

4.15.2 The service level for each classification of the incident, defect or errors in the websites is classified and specified below:

4.15.2.1 For all issues and incidents related to The Website performance and functionality.

4.15.2.2 Should any problems arise affecting the function or look of the website during the implementation of the requirements, including the functionality of The Website, the Contractor shall rectify them at no cost to SAM within the specified times below for reported Incidents:

For all issues and incidents related to The Website performance and functionality Except Vulnerabilities and Security Issues				
Severity Level	Definition	Examples	Response Time[^]	Resolution Time
1	Defects/problems impacting the website such that SAM is unable to perform its business functions and achieve its operational objectives.	Entire site, or key pages are down.	Within 1 hour	Within 4 hours
2	Defects/problems affecting a process or system within the website and/or CMS but for which exists temporary workarounds or is not extremely time sensitive in nature.	Issues with contact form, or site analytics.	Within 4 hours	Within 3 working days
3	Defects/problems impacting the website that have minimal to no impact on SAM's ability to perform its business functions and achieve its operational objectives.	Website is loading slowly due to temporary spike in traffic, or newsletter subscription form is not working.	Within 24 hours	Within 7 working days

[^] Response time is defined as the time interval between the user's activation of request (via email or phone) to the Contractor and the acknowledgement of the request by the Contractor.

4.15.2.3 For all issues and incidents related to any Security issues or incidents of The Website, The Contractor shall rectify any security concerns related to and on the Website at no cost to SAM within the specified times below for reported Incidents:

For all issues and incidents related to any Security issues or incidents of The Website				
Severity Level	Definition	Examples	Response Time [^]	Resolution Time
1	Issues affecting central infrastructure and/or creates public inconvenience/alarm/chaos and is time-critical; Potentially resulting in adverse impact on SAM's business operation and/or reputation.	Malicious Security Attacks; Security Breaches; Ransomware	Within 1 hour	Within 4 hours
2	Issues affecting Staging environment or systems which are not time-critical and/or existing alternatives are available; Has little or no adverse impact on SAM's business operation and/or reputation. High priority on Vulnerability exploits on the system.	Traffic Interception. Viruses / Worms / Trojans; DDoS, High VAPT findings resolution	Within 4 hours	Within 1 Week
3	Defects/problems impacting the website that have minimal to no impact on SAM's ability to perform its business functions and achieve its operational objectives.	Scans and probes, spoofing of emails, spam / scam emails, Medium and Low VAPT findings resolution	Within 24 hours	Within 2 weeks

[^] Response time is defined as the time interval between the user's activation of request (via email or phone) to the Contractor and the acknowledgement of the request by the Contractor.

4.15.3 The Contractor shall also submit a comprehensive SLA specifying the prescribed durations for the tasks described in Section 5. Where applicable and necessary. Should any issues and/or incidents reported to the Contractor exceeds the resolution timeframe provided in the SLA proposed (e.g., due to increased complexity or systems errors, etc.), the Contractor shall inform SAM the additional time needed, and all parties shall reach an agreement in writing before proceeding with the task. Otherwise, any additional time spent on the task shall not be recognised.

4.15.4 The Contractor shall provide a service escalation list of personnel's contacts in the event of unsatisfactory restoration/service rendered.

4.16 Transition Plan

4.16.1 Upon SAM request, the Contractor shall propose and implement a transition plan to document, train and transfer operational and development know-how of The Website (including all servers and applications) to SAM and/or its vendors to continue the maintenance and management. The Transition Plan shall have the following but not limited to:

- 4.16.1.1 Application Life Cycle Management
- 4.16.1.2 Website Maintenance
- 4.16.1.3 Systems and Infrastructure Management and Operations
- 4.16.1.4 Database Administration and Operation
- 4.16.1.5 The Contractor shall organise meeting sessions (up to 2 hours per session) for the transition and progress meetings.
- 4.16.1.6 The Contractor shall provide the transition during the contractual period or within 3 months after the contractual period.
- 4.16.1.7 The Contractor acknowledges that the transition (or handover) is not completed until sign off from SAM and/or its vendors is obtained.
- 4.16.1.8 Cost of Transition Plan shall be included as part of the implementation.

5 Project Organisation

- 5.1 The Contractor shall propose a governance and management structure to achieve the following objectives:
 - 5.1.1 To be overall responsible for the successful planning, implementation, transition, and maintenance for the solution proposed.
 - 5.1.2 To have a clear end-to-end accountability and commitment to SAM.
 - 5.1.3 To manage risk and resolve issues in a timely manner, to minimise operational disruption and/or business impact.
- 5.2 The Contractor shall propose a structure that minimally addresses the following:
 - 5.2.1 **Contract and Financial Management:** The proposed structure shall support the effective monitoring and management of contractual and financial matters. This includes all goods and services delivery and support/liasing with Third-Party suppliers.
 - 5.2.2 **Implementation Management:** The proposed structure shall support the smooth delivery of the proposed solution.
 - 5.2.3 **Transition Management:** The proposed structure shall support the smooth transition to the proposed solution. This includes the handover of responsibilities to SAM and/or Vendors who will be supporting The Website.

- 5.3 The Contractor shall provide and ensure adequate resources throughout the ITQ contract period (Start of project till Completion of Implementation and Handover) and ensure that all the personnel assigned are equipped with the right skill set and experience to provide and delivery the proposed plan and solution.
- 5.4 Progress Meetings
- 5.4.1 The Contractor shall attend progress meetings in accordance with the frequency determined by SAM.
- 5.4.2 A regular once weekly Progress Meeting shall cover the reporting and updates on the progress of the project. The weekly progress meeting shall increase in frequency if required by SAM.
- 5.4.3 The Contractor shall be prepared for each progress meeting with the necessary details/agenda for discussion.
- 5.4.4 The Contractor shall provide a summary of the meeting discussion after the end of each meeting.
- 5.4.5 The Contractor shall also ensure that all relevant personnel from the Contractor shall be prepared for the meeting.

6 Human Resource Related Matters

- 6.1 The Contractor's personnel shall follow the relevant policies of SAM, and the working arrangements determined by SAM.
- 6.2 The Contractor shall be responsible for any insurance coverage for their personnel working onsite at all of SAM premises and/or site(s). SAM shall not be liable for any claims made by the Contractor and/or their personnel. The Contractor shall indemnify SAM against such claim and any related cost.
- 6.3 If the Contractor's personnel are required to travel from one premise/site to another (or to and from other locations), the transport cost shall be fully paid by the Contractor. SAM shall not reimburse for any transportation costs.
- 6.4 The Contractor shall employ only personnel who are competent, reliable and of good character. If, in the sole opinion of SAM, any person employed by the Contractor misconducts himself, or is incompetent, or considered not suitable for employment in relation to the execution of the Services, SAM may in writing direct that such person be removed from the Contractor's team, and he shall not again be employed for this ITQ contract/project.
- 6.5 The Contractor shall adhere to all Safe Management Measures according to SAM, or Government directives. The Contractor shall be responsible for all related cost due to the Safe Management Measures work arrangement.

7 Service Escalation

7.1 The Contractor shall provide a service escalation list of personnel's contacts in the event of unsatisfactory service.

8 Delivery Schedule and Project Timeline

8.1 The Contractor shall start following activities within one (1) week of receipt of the signed Quotation and/or Letter of Acceptance/Purchase Order:

8.1.1 Shall Initiate a kick off meeting with the SAM team with the introduction of the Contractor Team and schedule of the implementation timeline and plan.

8.2 The Vendor shall provide a detailed plan for the implementation of the solution, including the estimated timeline and milestone targets.

8.3 The Contractor shall **meet the following Deliverables and Schedule, based on the estimated award period (8th August 2024)**:

S/N	Deliverable	Estimated Schedule
1.	Brand Identity Design	Q3 FY24 By end Sep 2024
2	Staging Site for UAT To allow for extensive user testing by SAM Team	Q3 FY24 By end Dec 2024
3	Go Live of The Website 100% of the required functionalities and Go Live before 29 Feb 2025	Q4 FY24 By 01 Mar 2025 (Mandatory)
4	Warranty Period To ensure that the website does not have issues before going into maintenance period.	Q4 FY24 From Go Live of The Website till 31 Mar 2025 (Mandatory)
5	Full Maintenance and Support Year 1	Starting 01 Apr 2025 annual maintenance and support (Mandatory)
6	Full Maintenance and Support Year 2 (Optional)	Starting 01 Apr 2026 annual maintenance and support (Mandatory)
7	Full Maintenance and Support Year 3 (Optional)	Starting 01 Apr 2027 annual maintenance and support (Mandatory)

9 Statement of Compliance

- 9.1 By submitting a quotation or proposal for this ITQ, Vendors understand the requirements of this ITQ and comply with all Requirements Specifications of this ITQ (including Section B: Conditions of Contract), unless explicitly expressed in writing in the Vendor's proposal or quotation.

10 Enquiries or Clarifications

- 10.1 The Representative(s) for this Contract and the corresponding contact details are as follows:

Name:	Berny Tan
Designation:	Curator
Email:	Berny.tan@singaporeartmuseum.sg
Name:	Siobhan Tang
Designation:	Curatorial Assistant
Email:	Siobhan.tang@singaporeartmuseum.sg
Name:	Eugene Poh
Designation:	Deputy Director, IT
Email:	eugene.poh@singaporeartmuseum.sg
Name:	Imran
Designation:	Assistant Manager, IT
Email:	imran.al@singaporeartmuseum.sg
Email Subject:	SAM-ITQ-2024-0010 – Design Collection Website

- 10.2 Vendors who wish to seek clarifications on the ITQ shall submit their written request no later than **19th July 2024, 4.00PM**.

11 Fees, Price, and Payment Schedule

11.1 Vendors shall provide pricing offer as per format:

Price Breakdown		
S/N	Deliverable	Price (SGD)
1	Implementation of The Website One Time	
2	Full Maintenance and Support Year 1	
3	Full Maintenance and Support Year 2 (Optional)	
4	Full Maintenance and Support Year 3 (Optional)	
5	Others If applicable	
6	Schedule of Rates Professional Services for Web Development (per man day rate, applicable during Full Maintenance and Support period)	

11.2 The **Payment Schedule** shall be as follows:

S/N	Deliverable	Payment % of Contract
1	Staging Site for UAT To allow for extensive user testing by SAM team. By end of Dec 2024	50% of Implementation of The Website
2	Go Live of The Website 100% of the required functionalities and Go Live by 01 Mar 2025 and after warranty period (till 31 Mar 2025)	50% of Implementation of The Website
3	Full Maintenance and Support Year 1	100% at the end of Full Maintenance and Support Period Estimated Starting 01 Apr 2025
4	Full Maintenance and Support Year 2 (Optional)	100% at the end of Full Maintenance and Support Period Starting 01 Apr 2026
5	Full Maintenance and Support Year 3 (Optional)	100% at the end of Full Maintenance and Support Period Starting 01 Apr 2027

11.3 Vendors shall note that Payment Schedule for any agreed Schedule of Rates (SOR) shall be made upon 100% completion of work for Man Days rates and Upon receipt of entitlement for Licenses.

11.4 Vendors shall note that Payment Schedule may change based on the project's delivery schedule.

11.5 Vendors shall provide pricing only in Singapore Dollars.

- 11.6 Vendors must satisfy themselves before submitting any pricing offer and ITQ/Proposal Offer as to the correctness and sufficiency of their Offer Price for the execution and complete provision of all goods and/or services required under this ITQ.
- 11.7 The Offer Price set out in the Proposal Offer shall be deemed to have included the delivery of all goods and/or the performance of all services to meet the Requirement Specifications in full.
- 11.8 Vendors must provide their ACRA / Bizfile or Official Business Registration equivalent, and GST Status from IRAS or Tax Registration equivalent.
- 11.9 All Offer Price set out in the Proposal Offer shall have a minimum validity period of 3 month, starting from the Closing Date of this ITQ.
- 11.10 Payment shall be made at the end of the month for invoices received by SAM by the 1st of the month. If invoices are received after the 1st of the month, payment shall be made at the end of the following month.

12 Schedule of Persons Empowered to Act

- 12.1 Please provide the list of persons empowered to sign contract documents and act on the firm's / company's behalf using the table below:

S/N	Full Name	NRIC Last 4 Characters	Position Held

SECTION B: CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1 In these Conditions of Contract, unless the context otherwise requires, the following definitions shall apply:
- (a) **"Background IP"** means IP which is created prior to or independently of this Contract.
 - (b) **"Contract"** means:
 - (i) The ITQ Notice, Cover Letter, Conditions of Contract and Requirement Specifications that are part of the Invitation to Quote;
 - (ii) The Proposal Offer (to the extent accepted by SAM in the Letter of Acceptance and/or Purchase Order);
 - (iii) The Letter of Acceptance and/or Purchase Order; and
 - (iv) Any other documents accepted in the Letter of Acceptance and/or Purchase Order as being part of the Contract.
 - (c) **"Contract Price"** means the total amount payable to the Contractor for the performance of the Services and supply of the Goods under this Contract. Unless otherwise agreed in writing, the Contract Price shall be deemed to be the amount stated in the Form of Proposal. Provided that if this Contract is a period contract where Goods and Services may be ordered from time to time pursuant to Purchase Orders, the Contract Price shall be treated on a Purchase Order basis and shall be deemed to be the Purchase Order Price payable for the Goods and Services specifically ordered under each Purchase Order.
 - (d) **"Contractor"** means the successful Vendor which has been awarded this Contract by SAM.
 - (e) **"Deliverables"** means the services, proposals, plans, reports, drawings, designs, documents, samples and/or other items that the Contractor has to provide under this Contract apart from the Goods.
 - (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 this Contract.
 - (h) **"IP"** or "Intellectual Property" means intellectual property and shall include but not be limited to patents, copyright and industrial design.
 - (i) **"SAM"** means Singapore Art Museum, a company incorporated under the Companies Act
 - (j) **"Party"** means either SAM or the Contractor and **"Parties"** means both SAM and the Contractor.
 - (k) **"Services"** means all the works and services which the Contractor is required to perform under this Contract.
- 1.2 Words denoting the singular include the plural and vice versa.
- 1.3 Words denoting one gender include both genders.
- 1.4 Words denoting natural persons include corporations, firms and unincorporated associations and vice versa.
- 1.5 References to statutory provisions include a reference to any amendment, consolidation, or re-enactment, whether by the same name or otherwise, for the time being in force.
- 1.6 The headings are for convenience only and not for the purpose of interpretation.

2. SCOPE OF CONTRACT AND CONTRACT PERIOD

- 2.1 The Contractor shall perform the Services and complete the supply of all items of Goods in accordance with the terms of this Contract.
- 2.2 The Contractor shall be an independent contractor and shall not be an agent, partner or employee of SAM. For the avoidance of doubt, the Contractor is not authorised to enter into any contracts on behalf of SAM.
- 2.3 This Contract:
- (a) Shall come into force and commence on the date the Contractor received the Letter of Acceptance and/or Purchase Order; provided that the Goods and Services may be required from or on other dates as may otherwise be set out in the Requirement Specifications or in the Letter of Acceptance and/or Purchase Order; and
 - (b) Shall, unless terminated, expire after the complete performance of all Services and the complete supply of all Goods required (including any maintenance or warranty period) or at the end of any contract period expressly stated in the Requirement Specifications.
 - (c) May be extended by SAM. The Contractor grants SAM the option, at The SAM's sole discretion, to extend the contract period for one or more additional periods not exceeding a total of two (2) years. The option to extend shall be exercised by written notice. Unless otherwise agreed in writing, the option to extend must be exercised at least 1 month before the expiry of the current contract period.
- 2.4 The Contractor shall do all things which are necessary or reasonably to be inferred from the Contract even if not specifically set out in the Contract.
- 2.5 The Contractor acknowledges that it is fully aware and anticipates that some details of the Requirement Specifications may have to be clarified during the performance of this Contract. In this context:
- (a) SAM reserves the right to issue written clarifications on the Requirement Specifications to set out SAM's requirements more precisely and such written clarifications shall be deemed to be part of this Contract. These clarifications shall include the need to delay the completion or progress of the whole or any part of the Services or delay the delivery dates of some or all of the Goods.
 - (b) The Contractor confirms that this has been fully anticipated when the Proposal Offer was submitted and has been taken into account in the Contract Price. For the avoidance of doubt, the Contractor shall have no claim to any compensation or damages regardless of the nature of the clarifications issued.

3. PERFORMANCE

- 3.1 The Contractor shall provide the Goods and Services with all reasonable care, skill and diligence.
- 3.2 All Goods supplied under this Contract shall be new and unused or made of new and unused materials; unless there is agreement in writing to the contrary.
- 3.3 Time shall be of the essence in this Contract and the Contractor shall perform the Services and supply the Goods within any timelines/deadlines set out in this Contract or as otherwise agreed in writing between the Parties.
- 3.4 The Contractor shall work closely and collaboratively, at no extra charge, with such other contractors as SAM may appoint in relation to the exhibition, event, activity or project that this Contract relates to.
- 3.5 Upon the receipt of any Deliverables or Goods, such Deliverables or Goods shall be:

- (a) Accepted or rejected by SAM through a written notice in a form that may be prescribed by SAM in writing; or
 - (b) Deemed to have been accepted by SAM if no written notice to either accept or reject the same is issued within 14 days of receipt of the Deliverables or Goods concerned.
- 3.6 The Contractor shall at its own costs and without prejudice to the timelines/deadlines to be met under this Contract:
- (a) Re-perform or correct any deficiencies in the Deliverables that are rejected; and
 - (b) Remove and replace Goods that are damaged, defective or in any way inferior to approved samples or is otherwise not in accordance with this Contract.
- 3.7 Where the Contract is awarded based on particular brand(s)/model(s) of Goods as set out in the Proposal Offer or as provided as samples (during the Proposal process or under this Contract), the particular brand(s)/model(s) must be supplied. Provided that different brand(s)/model(s) may be accepted by SAM in writing to replace the particular brand(s)/model(s) if:
- (a) the particular brand(s)/model(s) is discontinued by the manufacturer and written documentation of this is provided to SAM's satisfaction; and
 - (b) The replacement brand(s)/model(s) provide the same or better functionality and performance as the particular brand(s)/model(s).

4. PAYMENT

- 4.1 Payment shall be made in accordance with the payment schedule set out in Annex A unless otherwise agreed in writing.
- 4.2 Payments made to the Contractor shall not:
- (a) Be considered evidence of the quality of any Goods or Services to which such payments relate.
 - (b) Prejudice any of SAM's rights under this Contract to reject deficient Goods or Services and the corresponding rights to obtain replacement of Goods or re-performance of Services either by the Contractor or otherwise.
- 4.3 The amount of any payment due from or debt owed by the Contractor to SAM under this Contract may be deducted by SAM from any monies payable by SAM to the Contractor under this Contract.
- 4.4 SAM shall not have to pay for any expenses or costs of whatever nature other than those expressly set out under this Contract.
- 4.5 Unless otherwise agreed in writing by SAM, payment shall be made by electronic bank transfer. The Contractor shall provide SAM with all bank account information reasonably required by SAM in order to effect such payment. Each Party shall bear their own bank charges.

5. RIGHTS OF THIRD PARTIES

- 5.1 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.

6. GIFTS, INDUCEMENTS OR REWARDS

- 6.1 SAM may terminate this Contract and to 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 this Contract with SAM or for showing or forbearing to show

favour to any person in relation to any contract with SAM, 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).

7. DELAY IN PERFORMANCE

7.1 If there is delay in the performance of the Services or the supply of Goods due to any acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond the Contractor's control, then in any such case the Contractor shall, for the duration of any such circumstances, be relieved of the obligation to perform the Services or supply the Goods thereby affected. Any part of the Services or Goods that are not so affected shall continue to be performed in accordance with this Contract.

7.2 Subject to Sub-Clause 7.1, if the Contractor fails to complete the performance of Services or supply of Goods by the date(s) specified in this Contract, SAM shall have the right –

- (a) to cancel all or any part of such Services or Goods from this Contract without compensation to the Contractor and to obtain the same (including similar or equivalent goods and services in the case where the exact goods and services are not available) from other sources and all increased costs incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or
- (b) to deduct any moneys due or to become due to the Contractor or require the Contractor to pay a sum calculated at the rate of 0.5% 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. This maximum amount is based on the aggregate of all liquidated damages imposed for all cases of delay during the entire period of this Contract and is not the maximum sum for each individual case of delay.

7.3 For the avoidance of doubt, if SAM opts to impose liquidated damage under Sub-Clause 7.2(b) and regardless of whether the maximum amount of liquidated damages has been reached, SAM shall still be entitled to exercise:

- (a) its rights under Sub-Clause 7.2(a); provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under Sub-Clause 7.2(a); and
- (b) Any rights to terminate this Contract; provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under the clauses allowing for termination.

8. SUB-CONTRACTING AND ASSIGNING

8.1 The Contractor shall not sub-contract or assign the whole or any part of this Contract without the written consent of SAM. The Contractor shall be fully responsible for all acts or omissions of any sub-contractors or assignees and the acts or omissions of any such third parties shall be deemed to be the acts or omissions of the Contractor.

9. APPLICABLE LAW

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

10. DISPUTE RESOLUTION

- 10.1 The Parties submit to the non-exclusive jurisdiction of the Courts of Singapore.
- 10.2 In the event of any dispute, controversy or claim arising out of or relating to this Contract, no Party shall proceed to litigation unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.
- 10.3 A Party that receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Sub-Clause 10.2.
- 10.4 For the avoidance of doubt, failure to comply with Sub-Clauses 10.2 or 10.3 shall be a breach of contract.

11. SUSPENSION OR TERMINATION

- 11.1 SAM shall, after giving 7 days written notice to the Contractor, have the right to suspend or terminate this Contract if SAM 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 nor shall termination save that SAM pay the Contractor the price of the Goods or Services that have been performed and accepted by SAM. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by SAM to the Contractor by reason of this Clause 11.
- 11.2 In addition to any other rights to terminate this Contract or any rights to cancel parts of the Services under this Contract, SAM shall have the unilateral right to terminate this Contract without assigning any reasons whatsoever by giving the Contractor 30 days' written notice. For the avoidance of doubt, the Contractor shall not be entitled to any compensation or damages whatsoever in relation to such a termination. The Contractor shall only be entitled to payment for any Services provided and accepted up to the end of the 30-day notice period.

12. RIGHTS OF SAM IN THE EVENT OF DEFAULT BY THE CONTRACTOR

- 12.1 If any declaration or submission made by the Contractor in its Proposal Offer is discovered to be false, SAM shall be entitled to rescind and terminate this Contract or cancel any part of the Goods or Services by written notice without SAM being liable for any damages or compensation. The termination or cancellation shall take effect from the date of the written notice.
- 12.2 If the Contractor is in breach or defaults in his performance of this Contract, SAM may issue a written notice of breach or default to the Contractor. The Contractor shall, within 7 days of the date of the notice of breach or default, remedy the breach or default or otherwise propose a solution that is accepted by SAM in writing.
- 12.3 If the Contractor fails to remedy the default or otherwise propose an acceptable solution under Sub-Clause 12.2, the Contractor shall be taken to have repudiated the Contract and SAM shall have the right to terminate the Contract or cancel any part of the Goods or Services by way of a written notice of termination or cancellation as the case may be. The termination or cancellation shall take effect from the date of the written notice and SAM shall not be liable to the Contractor for any damages or compensation.
- 12.4 SAM shall be entitled to terminate this Contract or cancel any part of the Goods or Services by written notice without SAM being liable for any damages or compensation if:
- (a) any proceedings are commenced for the liquidation, dissolution or bankruptcy of the Contractor and the same not discharged or discontinued within 14 days of its

commencement, or if the other Contractor becomes bankrupt or goes into liquidation either voluntarily or compulsorily except for the bona fide purpose of amalgamation, merger or re-construction;

- (b) The Contractor compounds with any of its creditors or has a receiver appointed in respect of the whole or any part of its assets;
- (c) A writ of distress or execution or other process of any court is levied or issued against any property of the Contractor and is not withdrawn within 14 days of its commencement; or
- (d) The Contractor ceases or threatens to cease to carry on business except for the bona fide purpose of amalgamation, merger or reconstruction.

The termination or cancellation shall take effect from the date of the written notice.

- 12.5 If there is any termination of this Contract or cancellation of Goods or Services under this Clause 12, SAM shall have the right to purchase, from other sources, the Goods and Services (including similar or equivalent goods and services in the case where the exact goods and services are not available) that have not yet been performed or supplied at the time of termination or cancellation. All increased costs incurred by SAM in purchasing the Goods or Services or similar or equivalent goods or services from other sources shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages.

13. VARIATION OF CONTRACT

- 13.1 No attempts to vary this Contract shall have any force unless made in writing and executed by the Contractor and the authorised contract signatory of SAM.

14. TAXES, FEES AND DUTIES

- 14.1 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. If SAM receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees, or to withhold payments from the Contractor in order that SAM may subsequently so pay, any of the said taxes, fees, duties, fines, levies and assessments, the Contractor authorises SAM to comply with the terms of the said request.
- 14.2 If the Contractor is a taxable person under the Singapore Goods and Services Tax Act, SAM shall pay to the Contractor the Goods and Services Tax chargeable on the supply of Goods and Services to SAM.
- 14.3 The Contractor shall submit a copy of the Certification of Registration for Goods and Service Tax if requested to do so by SAM in writing.

15. GOVERNMENT REGULATIONS

- 15.1 The Contractor shall, at its own costs, obtain and maintain all licences, permits, authorizations or certifications required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

16. INDEMNIFICATION

- 16.1 In the event of SAM being held liable for damages arising out of any claim by any agent, workman or employee of the Contractor or any sub-contractors or suppliers of the Contractor, pursuant to the performance of this Contract, the Contractor shall indemnify SAM against such claim and any related costs, charges and expenses incurred by SAM.

17. CONSORTIUM

- 17.1 As used in this Contract, “Consortium” means an unincorporated joint venture through the medium of a consortium or a partnership.
- 17.2 ***Joint and Several Responsibility***
- (a) Each member of the Consortium shall be jointly and severally responsible to SAM for the due performance of this Contract.
- 17.3 ***Addition of members to Consortium***
- (a) Any proposed changes to Consortium membership must be approved in writing by SAM.
- (b) Should additional member(s) be added to the Consortium at any time with the written approval of SAM, he or they shall be deemed to be included in the expression 'the Contractor'.
- 17.4 ***Withdrawal from Consortium***
- (a) If any member of the Consortium withdraws from the Consortium, goes into Liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:
- (i) This Contract shall continue and not be dissolved, and
- (ii) The remaining member(s) of the Consortium shall be obliged to carry out and complete the Services.

18. CONTRACTOR'S PERSONNEL

- 18.1 The Contractor shall replace its personnel (inclusive of the personnel of any sub-contractors or agents) within 5 days from the date of written notice from SAM that the said personnel is either:
- (a) Technically incompetent in carrying out the Services or the work to be done in order to supply the Goods; or
- (b) Behaving in a manner that is found to be unacceptable and which affects the proper completion of the Services or supply of the Goods.
- What amounts to technical incompetence or unacceptable behaviour for the purposes of this Sub-Clause 18.1 shall be determined at the sole discretion of SAM.
- 18.2 The Contractor shall ensure that:
- (a) There is compliance by the Contractor and its employees, subcontractors and agents with all the rules and regulations of SAM's buildings and premises or the buildings and premises belonging to third parties where Services have to be performed or Goods have to be delivered (collectively “the Sites”);
- (b) The performance of Services or delivery of Goods at the Sites do not cause any disruption or interference to the normal business or activities carried out by SAM or third parties (as the case may be) at the Sites; and
- (c) There is compliance by the Contractor and its employees, subcontractors and agents with all reasonable directions or instructions of SAM or third party supervisors or managers at the Sites.
- 18.3 If the Contractor's Proposal Offer states that Services or parts of Services are to be performed by specific personnel, such Services must be performed by the personnel concerned; and such personnel must not be replaced unless the written consent of SAM is given. The Contractor shall ensure that any replacement personnel have comparable skills and experience as the personnel being replaced such that there is no adverse effect on the progress or quality of the Services.

19. SAM LICENCE OF INTELLECTUAL PROPERTY

- 19.1 Nothing in this Contract shall affect any person's right to own or licence Background IP.
- 19.2 SAM agrees that all rights, title to or interest in, all Foreground IP created by the Contractor shall vest in the Contractor.
- 19.3 In consideration of SAM agreeing to the vesting of the Foreground IP in the Contractor, the Contractor shall obtain for and grant to SAM and its agents, free of any additional charge, an irrevocable, worldwide, perpetual, non-exclusive licence, to use, modify and reproduce all Foreground IP which is or becomes vested in the Contractor so as to:
- (a) Use, repair, maintain, refurbish, reproduce, modify, adapt, integrate or develop any Goods and to do anything necessary or incidental for these purposes;
 - (b) Use, reproduce or adapt any Deliverables and Goods under this Contract; and
 - (c) Complete the performance of Services or delivery of Goods under this Contract in the event of termination or cancellation of any part this Contract as a result of the Contractor's breach or default.
- 19.4 The Contractor shall obtain for and grant to SAM and its agent, free of any additional charge, a worldwide, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Contractor, its employee, subcontractor, supplier or agent.
- 19.5 For the avoidance of doubt, Sub-Clause 19.2 does not, vest in the Contractor, any IP in any results, report, data or information generated or produced by the Contractor, SAM or another person on behalf of SAM as a result of this Contract. The title to all IP in any such results, report, data or information so generated or produced as a result of this Contract shall be owned by SAM.
- 19.6 If the Contractor, its employee, subcontractor, supplier or agent intends to sell or transfer their Background IP or Foreground IP, the Contractor shall ensure that the purchaser of the Background IP or Foreground IP and every successor in title to the interest in the Background IP or Foreground IP has prior written notice of the licence that the Contractor, its employee, subcontractor, supplier or agent has granted to SAM.
- 19.7 If any licence granted or obtained for Foreground IP or Background IP under Sub-Clauses 19.3 or 19.4 is registerable under any IP registration system in Singapore, the Contractor shall:
- (a) register the licence under the IP registration system in Singapore; and
 - (b) deliver copies of documentary proof of such licence registration to SAM as soon as possible.
- 19.8 The Contractor shall indemnify SAM against any action, claim, damages, charges and costs arising from or incurred by SAM due to any infringement or alleged infringement of patents, design, copyright or any other IP rights in relation to the use of Foreground IP or Background IP or otherwise in relation to the Goods or Services under this Contract.

20. CONFIDENTIALITY

- 20.1 Except with the written consent of SAM, the Contractor shall not disclose this Contract or any of its provisions, or any purchases made under this Contract or any information issued or furnished by or on behalf of SAM in connection with this Contract to any person.
- 20.2 In addition, the Contractor shall not make use of any information obtained directly or indirectly from SAM 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 SAM.
- 20.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any

other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of SAM. For the avoidance of doubt, this restriction includes any citation that SAM is or was a customer of the Contractor.

- 20.4 The Contractor hereby also agrees and undertakes to use any personal data as defined in the Personal Data Protection Act 2012 (the "Act") as disclosed to it by SAM solely for the purposes for which such personal data has been disclosed to the Contractor and for no other purposes. The Contractor warrants that the security measures which it has in place to protect such personal data are no less stringent than those employed by SAM and undertakes to indemnify SAM for any breach of this warrant that would cause SAM to be in breach of the provisions of the Act.

21. SAM'S REPRESENTATIVE

- 21.1 SAM shall appoint one or more persons to supervise and liaise with the Contractor for the purposes of this Contract. The Representative(s) shall be as named in the Requirement Specifications or otherwise through written notifications.
- 21.2 All instructions, directions, notices, consents, approvals or waivers that may be given at SAM's discretion under this Contract shall not be binding on SAM unless given in writing or under the hand of the Representative(s).
- 21.3 For the avoidance of doubt, the Representative(s) cannot vary this Contract unless the Representative(s) concerned are also authorized contract signatories as required under Clause 13.

22. PROJECT MANAGEMENT

22.1 *Project Office*

- (a) If the Contractor does not already have a Project Office in Singapore, the Contractor shall, if required to do so under the Requirement Specifications or otherwise in writing by SAM, establish a Project Office in Singapore at its own expense. The Project Office is to coordinate the performance of this Contract and serve as the common service location for SAM to contact for the provision of all the Goods or Services.
- (b) If required under the Requirement Specifications or otherwise agreed in writing by SAM, more than one Project Office shall be set up.

22.2 *Project Manager*

- (a) The Contractor shall designate a Project Manager and the Project Manager shall be primarily responsible for directing and coordinating all the Contractor's obligations under this Contract. The Project Manager shall be deemed to be the Contractor's agent in all dealings with SAM and all actions of the Project Manager shall be binding on the Contractor.
- (b) The Representative(s) shall have direct access to the Project Manager at all times during the performance of this Contract and if the Project Manager is absent from Singapore for any duration, the Contractor shall designate another employee to perform his duties and functions.
- (c) If required under the Requirement Specifications or otherwise agreed in writing by SAM, more than one Project Manager shall be designated.

22.3 *Implementation Plan*

Unless otherwise agreed by SAM in writing:

- (a) within 7 days from the date of the Letter of Acceptance and/or Purchase Order (or each Purchase Order if this is a period contract), the Contractor shall produce a Final Implementation Plan showing the time schedule and sequence of events necessary for the provision of the Goods or Services.
- (b) The Final Implementation Plan shall be not be acceptable unless it meets the timelines and/or stipulated completion dates set out in the Requirement Specifications (and the Purchase Order concerned if this is a period contract).

22.4 **Progress Reports & Meetings**

- (a) The Representative(s) shall have the right to regular written reports on progress and status of completion of the Services and delivery of the Goods in a format approved in writing by the Representative(s). The Representative(s) may, at the Representative's sole discretion, request for such reports in monthly, fortnightly or weekly intervals; and may change the intervals from time to time. The submission and receipt of these reports shall not in any way prejudice the rights of SAM to make any claims against the Contractor if the terms of this Contract are not met.
- (b) The Representative(s) shall have the right to call for progress meetings from time to time and/or on regular weekly or other intervals as determined by the Representative(s). During such meetings, the Project Manager shall attend and report to the Representative(s) on the completion of the Services and delivery of the Goods. The progress meetings shall be held at venues chosen by the Representative(s).
- (c) The Contractor shall notify the Representative(s) of any expected delay in the performance of this Contract. The Consultant shall refer immediately to the Representative(s) any matter likely to impede the provision of the Goods or Services; provided that such notices shall not excuse the Contractor from meeting its obligations under this Contract.

23. **CUMULATIVE REMEDIES**

- 23.1 The provisions of this Contract, and each of the rights and remedies of SAM under this Contract are cumulative and are without prejudice to one another and are in addition to any rights or remedies SAM may have in law or in equity. No exercise by SAM of any one right or remedy shall operate so as to hinder or prevent the exercise by it of any other right or remedy.

24. **WAIVER**

- 24.1 No waiver of any breach of a provision of this Contract shall be deemed to be a waiver by SAM of any other provision or of any subsequent breach of the same provision. The failure of SAM to immediately enforce any of the provisions of this Contract shall in no way be interpreted as a waiver of such provision and waivers shall be binding on SAM only if done in writing.

25. **WARRANTY (APPLICABLE ONLY IF REQUIRED UNDER THE REQUIREMENT SPECIFICATIONS)**

- 25.1 If a warranty is required for the Goods under the Requirement Specifications, the Warranty Period shall commence on the date of receipt of the Goods by SAM. The length of the Warranty Period shall be twelve (12) months unless another period is specified in the Requirement Specifications.
- 25.2 Where during the Warranty Period, any Goods is found to be:
 - a. Defective in design, materials or workmanship; or

- b. Not in accordance with this Contract or any specifications incorporated therein by reference or otherwise; or
 - c. Having been used, 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 set forth in this Contract or specifications published by the Contractor as applicable to the Goods;
- 25.3 The Contractor shall, at its own expense (including transportation costs), at the written notification of SAM, replace, rectify or completely repair the damaged or defective Goods. The Contractor may, in lieu rectification or repair, elect to replace the damaged or defective Goods within 5 days of the notification.

26. TITLE AND RISK

- 26.1 Title to the Goods shall pass from the Contractor to SAM upon receipt by SAM in Singapore.
- 26.2 The risk of loss or damage to the Goods shall pass from the Contractor to SAM upon receipt by SAM in Singapore. Provided that risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are received by the Contractor for the purpose of modification, replacement, repair or rectification until the same are delivered and received by SAM.

27. SEVERABILITY

- 27.1 The invalidity, illegality or unenforceability of any of the provisions of this Contract shall not affect the validity, legality and enforceability of the remaining provisions of this Contract.

28. RETURN OF DOCUMENTS AND OTHER ITEMS

- 28.1 Within 14 days of the termination or expiry of this Contract, the Contractor shall return all records/documents and copies of the same; and all items under the Contractor's possession which:
- a. belong to SAM;
 - b. were received from SAM; or
 - c. were produced pursuant to this Contract.
- In the case of softcopies, such records/documents shall be emailed to SAM's Representative or copied to CDRs/DVDs if the same are provided by SAM and any copies stored in the computer or other storage equipment or media used by the Contractor shall be securely deleted or erased.

29. SAMPLES TESTING

- 29.1 SAM shall, at its sole discretion, have the right to call for samples of the Goods to be supplied under this Contract for approval and for such further samples as are required until the samples submitted are in accordance with the requirements of this Contract. Upon the approval of SAM, the approved samples shall form the standards to be maintained for the duration of this Contract.
- 29.2 If any Goods supplied are not in accordance with this Contract or with any approved sample, then, SAM shall have the right to submit any such Goods to expert examination and/or test and all costs in connection with the same shall be borne by the Contractor unless such examination and/or test shows that the said Goods are in accordance with this Contract or with the approved samples.

ANNEXES

Annex A – Samples of Information for Vendor’s Presentation

THE DESIGN COLLECTION JOURNAL

Essay Sample

‘After the events of 18 November 2016: Artworks by Pio Abad in Singapore Art Museum’s Collection’
by Kathleen Ditzig

<https://www.singaporeartmuseum.sg/about/our-collection/stories/artworks-by-pio-abad>

Reproduced on the next page

Interview Sample

‘Art, Advocacy and Ancestral Knowledge: Olafur Eliasson in Conversation with Firdaus Sani’

<https://samplings.sg/all-posts/art-advocacy-and-ancestral-knowledge-olafur-eliasson-in-conversation-with-firdaus-sani>

HIGHLIGHTS FROM THE COLLECTION

Artwork Description Sample 1

Melissa Tan, *If you can dream a better world you can make a better world or perhaps travel between them* (2016)

<https://www.singaporeartmuseum.sg/about/our-collection/if-you-can-dream-a-better-world-you-can-make-a-better-world-or-perhaps-travel-between-them>

Artwork Description Sample 2

Dinh Q Le, *The Scrolls* (2013)

<https://www.singaporeartmuseum.sg/about/our-collection/the-scrolls>

RESEARCH PROJECTS

Project Summary/Reflection Sample

‘Resonates With Residency: Zai Tang’

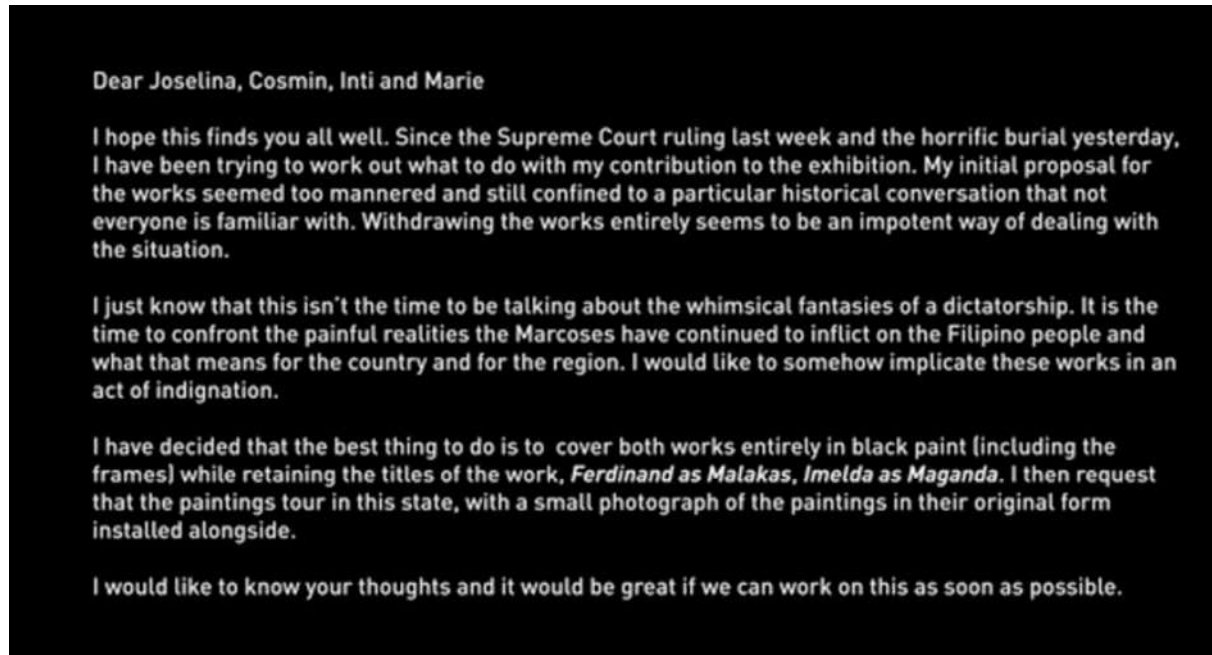
<https://www.nationalgallery.sg/resonates-with-residency-zai-tang>

Essay Sample

(Source: <https://www.singaporeartmuseum.sg/about/our-collection/stories/artworks-by-pio-abad>)

After the events of 18 November 2016: Artworks by Pio Abad in Singapore Art Museum's Collection

by Kathleen Ditzig



Pio Abad. 'Imelda as Maganda & Ferdinand as Malakas, painted black after the events of 18 November 2016' (still). 2014–2016. Black paint on digitally printed canvas and faux gold bamboo frame; framed giclee print on Hahnemuhle Baryta paper and video. Collection of Singapore Art Museum. Image courtesy of the artist.

Grief is a sense of loss for futures that could have been and pasts that have slipped away. With nowhere to go, grief stretches like black paint obliterating the images of Imelda and Ferdinand Marcos in Pio Abad's *Imelda as Maganda*, *Ferdinand as Malakas*, *painted black after the events of 18 November 2016* (2014–2016). The unnamed events in the title of the work refer to the controversial hero's burial of Ferdinand Marcos.

Ferdinand Marcos was the 10th president of the Philippines from 1965 to 1986. His second term, which began in December 1969, was marked by economic instability due to the administration's overspending. This fiscal mismanagement sparked public demonstrations and protests. By September 1972, Marcos had declared martial law, heralding a 14-year period of authoritarian rule until February 1986 when the Marcos family fled the Philippines in exile. Martial law had sanctioned the Marcoses' astounding kleptocracy and human rights abuses, including 3,275 extrajudicial killings and the plunder of an estimated 14 billion dollars.¹ The latter was enabled through corporations that were confiscated, nationalised and placed under the custodianship of Marcos' cronies as well as the direct extraction of wealth through financial instruments in local and offshore banks.² According to the Human Rights Violations Victims' Memorial Commission, a Philippine government organisation, the regime and martial law period witnessed the dissolution of the Philippines as an economic power in the region as the Philippine economy suffered its worst recession since the end of World War II.³ Marcos' burial in 2016 was facilitated by the Supreme Court of the Philippines and endorsed by then-president Rodrigo Duterte. His hurried hero's burial amid appeals to reverse the court's decision to some was the whitewashing of the Marcos kleptocracy and bloody legacy of martial law—a history that in recent years through social media intervention has been increasingly reframed and posited as a golden era of Philippine progress.⁴

The blacked-out painting is a foil to the whitewash. It is not a surface of amnesia. It is not a blank slate with which to start anew. It is a void. The paint is a thick black shroud that insists upon a negation of the image. It is indignation. It is a demand to acknowledge what has been lost. Your eyes can only wallow in its depths, a mirror to the emptiness of a broken social contract. It is the colour of scorched earth. It is the burn-out of impassioned promises of progress and the shadowy depths of the redaction in intelligence archives.



Installation view of 'Imelda as Maganda & Ferdinand as Malakas, painted black after the events of 18 November 2016' (2014–2016), as part of *Soil and Stones, Souls and Songs*, MCAD Manila, 2016. Image courtesy of the artist.

The underlying images that are blacked out are iconic representations of Ferdinand as Malakas (The Strong One) and Imelda as Maganda (The Beautiful One)—the first man and woman according to Philippine folklore who emerged from a stalk of bamboo. The Marcoses fashioned themselves as the Mother and Father of the nation—a rhetoric embodied by this Edenic iconography of femininity and masculinity that first found form in the 1965 campaign trail of Marcos' run for the presidency.⁵ The Marcoses, as noted by writers Nik de Ynchausti and Vicente Rafael, had a flair for marshalling the power of history and actively recrafting national and civil progress through their figures as the 'Father and Mother' of the Philippines.⁶

This primeval portrayal of the conjugal dictatorship and its aspiration to present the Marcoses as "the originators of the circulation of cultural and political power"⁷ has confounded the artist Pio Abad (b. 1983) over the last decade, and this set of paintings which once resided in Malacañang Palace has been a refrain in his work. As it travelled as part of the exhibition *Soil and Stones, Souls and Songs* curated by Cosmin Costinaş and Inti Guerrero and presented at De La Salle-College of Saint Benilde's Museum of Contemporary Art and Design in 2016 as an installation⁸, *Imelda as Maganda, Ferdinand as Malakas, painted black after the events of 18 November 2016* was displayed alongside a photograph of the artist's father smiling in the Presidential Study at Malacañang Palace, taken by his mother on 25 February 1986 when, as part of the People Power Revolution, they entered and explored the 54-room palace that was once the abode of the Marcoses.



Installation view of 'Imelda as Maganda & Ferdinand as Malakas, painted black after the events of 18 November 2016' (2014–2016), as part of *Soil and Stones, Souls and Songs*, MCAD Manila, 2016. Image courtesy of the artist.

This photograph is important. Not only is it a referent for the images that were painted over, but also an inheritance that Abad has described as the 'genesis' of the chimeran and expanded research project that has evolved into *The Collection of Jane Ryan & William Saunders* (2014–ongoing). Abad's parents were Butch Abad, Budget Secretary under the Benigno Aquino III administration (2010–2016) and Batanes Representative Dina Abad. As he recounts in his projects and his recent exhibition *Fear of Freedom Makes Us See Ghosts* at Ateneo Art Gallery in 2022, they "met as student activists and community organizers, committed to the cause of the social democratic movement in the 1970s under the growing threat of the Marcos dictatorship. Their work as trade union organisers subjected them to strict surveillance and threats of arrest."⁹ In an essay about his practice, he notes:

This photograph was taken by my mother on the evening of the 25 February 1986. A few hours before, Ferdinand and Imelda were chased out of the presidential palace and boarded one of Ronald Reagan's helicopters for a reluctant Honolulu exile. My mother and father, the figure on the right, were two of the first protesters to enter the private chambers. This photograph, I believe, is one of the earliest documentations of that exact moment when the public façade of Malakas and Maganda collapsed, and the people they had been oppressing for two decades suddenly had access to the sordid private life behind these misrepresentations.¹⁰

The photograph of his father, taken by his mother, along with the reproductions of the oil paintings *Imelda as Maganda*, *Ferdinand as Malakas*, can be read as totems across his projects that represent a narrative compass structuring his interrogation of the legacies of the Marcoses. He first presented these works in his MFA graduation show titled *1986–2010* at the Royal Academy Schools in London. The exhibition focused on the life and images of objects of the conjugal dictatorship as they intersected with Abad's own life. It included speculative artefacts such as the seashell-decorated CCTV camera that Imelda Marcos could have owned as well as artefacts such as a seashell-encrusted clock that was a discarded gift from Imelda Marcos to Abad's father in 2010.

Following his MFA exhibition, the first iteration of *The Collection of Jane Ryan & William Saunders*, titled *Some Are Smarter Than Others* (2014), at Gasworks (London) was based on Abad's study of the catalogues of two

Christie's auctions held in New York on 10 and 11 January 1991. These auctions, commissioned by the Presidential Commission on Good Government (PCGG), aimed to sell 78 lots of Georgian and Regency-era silverware, 97 Old Masters paintings of inconsistent quality and dubious provenance. The photograph and the paintings were presented again in this exhibition—pointing to a strong familial undercurrent. The Christie's sale was intended to fund the Comprehensive Agrarian Reform Program, which Butch Abad was tasked with implementing in 1990. In addition to the paintings and photograph, the exhibition included a replica statuette of the primeval Filipino couple Malakas and Maganda, photographs of the paintings and silver reproduced from the Christie's catalogue as well as framed reproductions of historical material, among which, a Christie's document about the silverware, and a photograph of his parents in the presidential palace before portraits of the conjugal dictators as the primeval Filipino couple.

Concurrent with the Gasworks exhibitions, Abad also presented *The Collection of Jane Ryan & William Saunders* at the Jorge B. Vargas Museum at the University of the Philippines in Manila. An edition of the work is part of the collection of the Singapore Art Museum (SAM). The work comprises 98 sets of postcards, featuring reproductions of the Old Master paintings sequestered from the Marcoses and sold by Christie's on behalf of PCGG. Designed to be indefinitely reproduced for each installation, the postcards are presented across a monumental plinth. On one side, each postcard depicts a different painting from the sale, while the reverse side adapts news coverage of the collection. Visitors could take the postcards with them. The installation encouraged a democratic consciousness in its viewer by being highly participatory. Abad noted that this was one of the first instances that a Filipino public was engaging directly with the Marcoses' collection of artworks. The exhibition, which was a return to his alma mater before he left for further studies in the UK, was also his first museum exhibition in Manila.

Aptly titled after the aliases used by Imelda and Ferdinand Marcos when they first opened bank accounts with Credit Suisse in Switzerland in 1968, *The Collection of Jane Ryan & William Saunders* is an ongoing project and series of exhibitions and artworks that Abad has 'collected' under this framework that, on one hand, actively reconstitutes the kleptocracy of the Marcoses through the portrayal of the excessive consumption of Imelda Marcos and, on the other hand, includes objects that have been inspired by the personality-driven propaganda of the conjugal dictatorship and, in particular, Imelda Marcos. The collection is a foil to the Marcoses' privatisation of public wealth. Like his father's photograph, Abad's work makes visible the scale of the Marcos kleptocracy and democratises knowledge of a collection that is yet to be entirely rediscovered. Essentially, it returns to the public what the Marcoses had bought as private possessions. Through reproductions as postcards, Abad's attempt to reclaim the democratic potential of art is a politics of visibility, wherein the radical political potential of the artwork is to make evident and visible what powerful actors would hope to reframe and hide.

The strategy of visibility enables Abad to spotlight the abuses of politicians. In 2014, in the face of false accusations raised by political opponents that his father Butch Abad's Disbursement Acceleration Program led to misappropriations that benefited the family, Abad wrote a rebuttal on Rappler citing his own personal struggles as an artist:

It is interesting then that the reality felt quite different. When my father was allegedly reaping the benefits of PDAF, I was flipping burgers in Burger King Queen Street Train Station.

When the kickbacks from the BatanElCo project were supposedly setting me up for life, I was living in a mice-infested flat where the discovery of non-animal excretions in our doorstep was not an uncommon occurrence.

Even now, having achieved relative recognition, my wife and I haven't stopped working hard. If we had had millions stashed away somewhere, I would now have a lot of explaining to do to my in-laws who fed and sheltered us while I was pursuing my Master's.¹¹

Read against this intimate and extreme form of personal transparency, the painting painted over in black can be interpreted as a self-evident and radical object of transparency as much as it is a performative gesture of obscuring an image. The latter is documented through a video that chronicles Abad's deliberations in painting over *Imelda as Maganda*, *Ferdinand as Malakas*. The video begins with the art handler calling out, "You're a dead man. You're a dead man Marcos," as he lifts *Ferdinand as Malakas* off the wall to paint it black. The

declaration is made almost as if Marcos himself needed to be reminded to stay in his grave. In the video, we can hear Abad instructing and directing the gesture as necessary with the curator Joselina Cruz. His comments are punctuated by exclamations of elation at the effect of the black paint. At one point, Cruz and Abad discuss how this is possibly Abad's first video art. These moments of transparent levity cloak an unease.



Pio Abad. 'Imelda as Maganda & Ferdinand as Malakas, painted black after the events of 18 November 2016' (still). 2014–2016. Black paint on digitally printed canvas and faux gold bamboo frame; framed giclee print on Hahnemuhle Baryta paper and video. Collection of Singapore Art Museum. Image courtesy of the artist.



Pio Abad. 'Imelda as Maganda & Ferdinand as Malakas, painted black after the events of 18 November 2016' (still). 2014–2016. Black paint on digitally printed canvas and faux gold bamboo frame; framed giclee print on Hahnemuhle Baryta paper and video. Collection of Singapore Art Museum. Image courtesy of the artist.

Abad did not know it in the video yet, that the black paint would become the turning of a global tide, and a bitter sense that visibility and representation are politically impotent strategies. Donald Trump ascended to the office of the American presidency in 2017. In 2018, the Cambridge Analytica scandal broke, revealing how our digital communities were used to profile us and sway elections. This shift in world order was derived from the Marcos rule and its dynamics of political control, which originated from the Philippines through networks and bureaucratic agents affiliated with the Marcoses. Christopher Wylie, the whistleblower behind the Cambridge Analytica scandal would go so far as to describe the Philippines as “a petri dish” where the company tested out strategies that it later implemented in Western countries, drawing parallels between the United States and the Philippines: “Filipino politics kinda looks a lot like the United States...You’ve got a president who was Trump before Trump was Trump, and you have relationships with people close to him with SCL and Cambridge Analytica. And you have a lot of data being collected – the second largest amount of data after the United States being collected [is] in the Philippines.”¹²

The Kingmaker (2019), a documentary by Lauren Greenfield and a project that relied in part on Abad’s research¹³, implies that the burial of Ferdinand was part of Imelda’s designs and aspirations to rebrand the Marcos legacy and install her son Bongbong as the president of the Philippines. In 2019 and 2020, the Filipino news outlet Rappler published their investigation into the Marcoses’ use of social media for their own historical revisionism.¹⁴ These subsequent revelations in the popular press were an unmasking of the complex systems of structure and power behind the political façades used to rally people. In 2016, when the black paintings were made, neither the public nor Abad was aware of the increasing political and social engineering that was underway the world over to reframe history and political projects in order to shape electorates.

When Abad presented a survey of his artworks in *Fear of Freedom Makes Us See Ghosts* at Ateneo Art Gallery from 19 April to 6 August,¹⁵ Bongbong Marcos was elected to the presidency in June 2022. A retrospective view of this series of events suggests that the 2016 hero’s burial of Ferdinand Marcos was a turning point in the return of the Marcos family to the presidency. Reading *Imelda as Maganda, Ferdinand as Malakas*, painted black after the events of 18 November 2016 against Abad’s artistic voice and practice, especially in relation to *The Collection of Jane Ryan & William Saunders*, which is defined by a politics of making visible the shady dealings and contradictions of the pro-Marcos propaganda, the black paintings can be interpreted as an evolution or as a moment of critical reflexivity in Abad’s practice.

The black painting is an avant-garde trope as much as it has become a symbol to rally the public. From Kazimir Malevich’s *Black Square* (1915) to hashtag critiques of racism featuring blacked-out squares on Instagram, the black square has been described as a “one-size-fits-all gesture of performative—and, often abortive—protest, participated in by private users and fast food chains alike.”¹⁶ An almost ubiquitous reference now, the blacked-out painting or black square is a symbol full of meaning and affect, but also of impotent political effect. The work’s inherent emotive response captures the shock and devastation to what some may perceive as a public acting against its own democratic interest, a public afflicted by an amnesia akin to cultural dementia. Coined in 2018 by historian David Andress, the term ‘cultural dementia’ refers to a form of “forgetting, misremembering and mistaking the past” across society that emulates the experience of dementia where “anger, bitterness and horror coexist with fond illusion and placid self-absorption. Practical action becomes impossible...Historical stories abound; but as deployed in public debate they are often little better than dangerous fantasies, constantly at risk of abrupt and jarring collision with reality.”¹⁷

Abad’s practice has deployed visibility to try to stem the tides of populism and technological currents that erode history and lull a public into a state of cultural dementia. His critical mobilisation of “collections” uncovers, reclaims and makes visible the chequered histories of appropriations and transactions that have defined the Marcos kleptocracy and the Philippine government’s subsequent attempts to (re)claim them as public wealth. These histories are interwoven with Abad’s personal history. As alive as these histories are and as urgent as their representation in Abad’s own practice, recent developments has pointed to these

representations as inherently impotent in the face of technologies and bureaucracies that now operate behind the networked façade of images and slogans of a political campaign.

Yet, the inclusion of these two artworks, *The Collection of Jane Ryan & William Saunders* and *Imelda as Maganda, Ferdinand as Malakas, painted black after the events of 18 November 2016*, in Singapore's national collection —therefore, held as a cultural asset in an international financial and technological hub at the crossroads of resurgent Cold War histories—speaks to their potentiality as historical artefact and the complexities that underline the politics of visibility and conceptualism across Philippine modern and contemporary art history. Such that the grief-laden gesture of obscuring the iconography of kleptocrats, resists the possibility of permanent erasure.

Artist Bio

Pio Abad (b. 1983) is an artist whose work is concerned with the personal and political entanglements of objects. His wide-ranging body of work, mines alternative or repressed historical events and offers counternarratives that draw out threads of complicity between incidents, ideologies and people. Deeply informed by unfolding events in the Philippines, where the artist was born and raised, his work emanates from a family narrative woven into the nation's story.

Author Bio

Kathleen Ditzig is a Singaporean art historian and curator. She studies modern and contemporary Southeast Asian art and its intellectual trajectories in relation to global histories of capitalism, technology and international relations. She received a PhD from Nanyang Technological University in 2023 with a dissertation titled, "Exhibiting Southeast Asia in the Cultural Cold War: Geopolitics of Regional Art Exhibitions (1940s-1980s)". She obtained a MA from the CCS Bard in 2015 and a BA in Art History and Asian Humanities from UCLA in 2010.

Endnotes

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¹⁴Sofia Tomacruz, "Bongbong Marcos asked Cambridge Analytica to 'rebrand' family image," *Rappler*, 16 July 2020, <https://www.rappler.com/nation/bongbong-marcos-cambridge-analytica-rebrand-family-image/> (accessed 31 January 2024).

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¹⁷David Andress, *Cultural Dementia: How the West has Lost its History, and Risks Losing Everything Else* (London: Apollo, 2019), 1–2, 7.

Annex B – User Journey for The Platform

Public User								
PHASE OF JOURNEY	VISIT	DISCOVER	LEARN	SEARCH	SHARE	DOWNLOAD		
Touchpoint	Website front-end		The Design Collection Journal					
Action(s)	Open platform on desktop or mobile	Users see content teasers from journal, acquisitions, research projects, which link to these sections. They may also navigate to these sections from the menu, or search the overall content of the website.	Users see current issue with links to individual texts, with links to past issues	Users may search or filter by issue or tag/category	Individual texts may be shared to other platforms	Texts can be downloaded as PDFs		
			Highlights from the Collection				N.A.	
			Users see a randomly generated set of works from the collection	Users search, filter, or sort works	Individual works may be shared to other platforms			
			Research Projects					
			Users see links to research projects listed in reverse chronological order	Users may search, filter, or sort projects	Individual projects may be shared to other platforms	Project reports can be downloaded as PDFs		
			About the Collection			N.A.		
			Users view information and news about the Collection					

SAM Design Collection Team					
PHASE OF JOURNEY	LOG IN	CREATE CONTENT	SAVE AS DRAFT	PUBLISH	EDIT
Touchpoint	Website CMS				
Action	User logs into website using own credentials	User creates entry in one of three sections: 1) The Design Collection Journal, 2) Highlights from the Collection, 3) Research Projects. User can input content, including formatting text, embedding images and videos, creating captions and citations. User can create tags or use existing tags.	User should be able to save their works-in-progress and return to these entries later.	Entry goes live on the relevant section on the Platform.	User should have the ability to edit entries to amend errors, add notes/updates, etc.
Notes		Content fields for each section to be discussed			

Annex C - References of websites with similar concepts

1. **Triple Canopy** [<https://canopycanopycanopy.com/>]

This magazine works with artists and writers to address the critical issues that define contemporary life. It collaborates closely with contributors to realise genre-defying projects on the web, from the conceptual phase to the design and technological production. This model requires constant design intervention to adapt to the needs of each essay, resulting in diverse digital reading experiences.

2. **Journal for Artistic Research** [<https://www.jar-online.net/en>]

This journal seeks to promote expositions of artistic practice as research on a digital platform where multiple methods, media, and articulations may function together to generate insights. Submissions must first be designed by the artist/writer using a platform called the Research Catalogue before being considered for peer review.

3. **The Serving Library** [<https://servinglibrary.org/>]

This is an eclectic cultural journal in distinct online and print formats. Their “bulletins” are released on their website, downloadable for free as PDFs, and are also in print once a year. Each new batch is assembled around a loose theme for an international audience of designers, artists, writers, and researchers.

4. **e-flux journal** [<https://www.e-flux.com/journal/>]

e-flux journal commissions and publishes some of the most influential writings on art, film, history, technology, and politics in its monthly online publication and series of books. While relatively straightforward, the journal’s design balances both visual and textual elements, and includes features such as clickable footnotes for academic citations.

5. **AIGA Eye on Design** [<https://eyeondesign.aiga.org/>]

Eye on Design is an editorial platform that explores what it means to be a designer today, covering the issues important to the global design world and elevating the voices of contemporary designers as a way to build a more engaged design community.

6. **M+ Magazine** [<https://www.mplus.org.hk/en/magazine/>]

An online publishing platform for the M+ museum in Hong Kong, it explores understudied topics by unfamiliar makers, telling untold stories and offering fluid, expanded perspectives on visual culture.

7. **Design Forschung** [<https://www.designforschung.org/>]

This is an international open-access design research journal. They collect, document, announce, review and critically discuss projects, theories, methods, pedagogies and phenomena within the range of design, art, architecture, science, technology, politics, philosophy, history, urbanism, activism, migration, gender, inclusion, aesthetics and pop culture.