

Date: 20 September 2024

Request for Proposal

Dear Proposers,

REQUEST FOR PROPOSAL FOR OPERATION OF A FOOD & BEVERAGE CONCEPT FOR SINGAPORE ART MUSEUM

RFP REF. NO.: SAM/ITQ/2024/0017

Singapore Art Museum ("SAM") invites qualified retailers, food and beverage operators, multi-concept operators, both independent and company, to submit proposals for the goods and/or services described in detail in the Requirement Specifications and on the terms set out in the Request for Proposal as a whole.

This invitation comprises the following documents:

- a) This Covering Letter
- b) Section A Instructions to Proposer
- c) Section B Requirement Specifications
- d) Section C Evaluation Criteria
- e) Section D Conditions of Contract
- f) Annex 1 Layout Plan of premise offered
- g) Annex 2 Required Forms and Non-Disclosure Agreement

Documents to be submitted by Proposer are:

- a) Proposal and Concept
- b) Relevant track records or experience in providing F&B services
- c) Required Forms and Non-Disclosure Agreement

Proposals shall be submitted electronically via email:

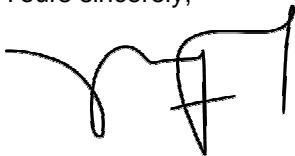
tender.mailbox.c@singaporeartmuseum.sg, no later than 4 pm on 14 October 2024.

SAM may extend the deadline for receipt of proposals by way of addendum. Proposers are solely responsible for ensuring their proposals are delivered on time. Proposals submitted after the Closing Date shall be disqualified.

Proposers who wish to seek clarifications on the RFP shall submit their written request to Ms Maybelline Tan at email: Maybelline.tan@singaporeartmuseum.sg no later than 7 working days before the closing of the RFP.

We look forward to receiving your creative proposal.

Yours sincerely,



Esther Conyard

Director, Marketing Communications, Visitor Experience and Business Development

SECTION A: INSTRUCTIONS TO PROPOSERS

1. Definitions

- 1.1 Throughout this Request for Proposal (RFP) and any resultant Contract (defined in the Conditions of Contract), unless the context otherwise requires, the following definitions shall apply:
- (a) **"Closing Date"** means the time and the date referred to in the Covering Letter & RFP Notice, which is the deadline for submission of RFP Proposal.
 - (b) **"Request for Proposal"** means the invitation to participate in this RFP and comprises of all the RFP Documents referred to in the Covering Letter.
 - (c) **"Proposals"** mean the submissions made by Proposer in response to the Request for Proposal.
 - (d) **"Proposers"** mean the persons invited to submit RFP Proposal to provide the goods and/or services required under this Request for Proposal.
 - (e) All other terms referred to in this Request for Proposal shall have the same meanings as those given in the Conditions of Contract.

2. Submission of Proposals

- 2.1 Proposers are encouraged to attend a site visit at SAM at Tanjong Pagar Distripark on 2 October 2024 at 4:00 pm. This visit will provide an opportunity to better understand the space and its specific requirements. Please confirm your attendance by emailing Maybelline.tan@singaporeartmuseum.sg no later than 27 September 2024.

Proposers shall submit their Proposals by the Closing Date in accordance with the following mode(s) of submission:

The following documents/information shall be submitted electronically via email to:
tender.mailbox.c@singaporeartmuseum.sg

1. Proposed Concept, including
 - F&B concept and other components, if applicable
 - Proposed menu
 - Proposed design
 - Proposed rental structure and merchandise sale
2. Required Forms and Non-Disclosure Agreement (Format as per Annex 2)
3. Other supporting documents/materials:
 - Company Portfolio of lead Proposer(s) and Partner(s), if applicable
 - Track Record of F&B operations

- 2.2 Proposers may submit other documents/information in support of RFP proposals besides those specifically listed under Sub-Clause 4.1.

- 2.3 For RFP documents that are submitted using the tender box (email):

SAM advises Proposer to submit the RFP Proposals early as time will be required for sending and receiving the documents to the tender box (email). This is to ensure all documents are received before the RFP Closing Date.

All document filenames shall be indicated as per the purpose of the submission.

- Email attachments shall not exceed 20 MB.
- Multiple files may be attached and submitted over a single email or multiple emails. In these instances, please number them in the subject header.
- Single or Multiple files may be compressed and submitted over a single email or multiple emails.
- If attachments are encrypted, it is the responsibility of the Proposer to provide the key to decrypt the contents.
- A file attachment shall not be split into multiple files for combination later.
- Any emails or attachments found to contain malicious content will be automatically blocked and deleted.
- Proposers are, however strongly encouraged to submit their RFP Proposals in the following file types:
 - .pdf - Portable Document Format
 - .docx – Microsoft Word Format
 - .xlsx – Microsoft Excel Format
 - .pptx – Microsoft PowerPoint Format
 - .vsdx – Microsoft Visio Format
 - .jpg - Joint Photographic Group
 - .jpeg - Joint Photographic Experts Group
 - .png - Portable Graphics Format
 - .bmp - Bitmap Image file

2.4 RFP Proposals submitted after the Closing Date shall be disqualified.

3. Language

3.1 RFP Proposals and all supporting technical data and all documentation submitted as part of the RFP Proposals must be written or properly translated into English.

4. Compliance with Instructions and Forms

4.1 RFP Proposals are to be submitted according to the instructions contained in and using any forms prescribed in the Request for Proposal. RFP Proposals are liable to be disqualified if they:

- (a) are not in accordance with the instructions; or
- (b) vary any of the required forms.

5. Withdrawal of RFP Proposals

5.1 Any Proposers that withdraw RFP Proposals after the Closing Date are liable to be debarred from future SAM tenders/requests for proposals.

6. Ownership of Documents and Intellectual Property

6.1 All information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Proposers pursuant to this Request for Proposal by or on behalf of SAM shall remain the property of the SAM. Proposers shall immediately return all or any of the same on written request by SAM or destroy the same within one week of the award to the RFP (except in the case of the successful Proposer).

6.2 All Intellectual Property (as defined in the Conditions of Contract) reflected or subsisting in the information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Proposers pursuant to this Request for Proposal by or on behalf of the SAM belong to SAM or third parties as the case may be.

6.3 RFP Proposals and all accompanying documents, plans, drawing, materials or other items (less samples that are covered under Clause 11 below) that are submitted by Proposers in response to

this Request for Proposal shall become the property of the SAM. However, Intellectual Property reflected or subsisting in the same shall remain vested with the Proposers or other third parties, as the case may be. This Sub-Clause 6.3 is without prejudice to any provisions to the contrary in the Conditions of Contract that are applicable to the successful Proposer.

7. Alteration, Erasures and Illegibility

7.1 Except for amendments to entries made by the Proposer himself which are initialed by the Proposer, RFP Proposals bearing any other alterations or erasures and RFP Proposals in which prices are not legibly stated are liable to be rejected.

8. Expense

8.1 No expense incurred by Proposers in the preparation of RFP Proposals shall be borne by SAM.

9. Shortlisting

9.1 SAM reserves the right to shortlist Proposers in accordance with the criteria set out in the Request for Proposal and give those so shortlisted the opportunity to submit new RFP Proposals on the basis of revised requirements on the part of SAM. The submission of new RFP Proposals shall be in accordance with a common deadline and new submission instructions issued by SAM in writing.

9.2 The new RFP Proposals received based on the revised requirements must be complete and comprehensive and shall form the basis of the final RFP Proposal evaluation. All RFP Proposals received earlier shall be treated as lapsed.

9.3 Short-listed Proposers shall be subjected to final evaluation and approval by the Landlord.

10. Amendment to Request for Proposal

10.1 SAM reserves the right to amend any terms in, or to issue supplementary terms to the Request for Proposal at any time prior to the Closing Date.

10.2 Any amendments or issue of supplementary terms to the Request for Proposal made pursuant to Sub-Clause 12.1 shall be issued via SAM website and it shall be the responsibility of the Proposers to check SAM website on a frequent basis for any such amendments or issue of supplementary terms to the Request for Proposal.

10.3 No oral representation shall be:

- (a) accepted or construed as amending or being supplementary to the terms of the Request for Proposal, or
- (b) binding on SAM.

11. Notification

11.1 Proposers should note that notification may not be sent to unsuccessful Proposers by SAM.

SECTION B: REQUIREMENT SPECIFICATIONS

1. BACKGROUND

1.1 About Singapore Art Museum:

Singapore Art Museum opened in 1996 as the first art museum in Singapore. Also known as SAM, we present contemporary art from a Southeast Asian perspective for artists, art lovers and the art curious in multiple venues across the island, including a new venue in the historic port area of Tanjong Pagar.

SAM is building one of the world's most important public collections of Southeast Asian contemporary art, with the aim of connecting the art and the artists to the public and future generations through exhibitions and programmes. SAM is working towards a humane and sustainable future by committing to responsible practices within its processes.

SAM is also the organiser of the Singapore Biennale, a festival that celebrates contemporary art from all over the world across the island-city of Singapore.

1.2. About SAM at Tanjong Pagar Distripark:

Since January 2022, SAM has been operating a new space for contemporary art exhibitions and public programmes in an industrial warehouse setting at Tanjong Pagar Distripark (TPD). This vibrant location has hosted several successful exhibitions, including the recent *Olafur Eliasson: Your curious journey*, *Singapore Biennale 2022*, *Ho Tzu Nyen: Time & The Tiger*, cementing SAM's presence as a hub for contemporary art in the heart of Singapore.

The space is located at Block 39, Tanjong Pagar Distripark, across from the historic Tanjong Pagar Railway Station, which is being integrated into the Circle Line's Cantonment MRT Station, slated to open in 2026. SAM at TPD is situated alongside other art galleries, conservators, and art logistics providers, in a district with rich cultural heritage—most notably, the site of the inaugural Singapore Biennale in 2006.

Covering over 4,000 square metres of floor space, SAM at TPD offers a dynamic setting for art and culture, including:

- Four expansive climate-controlled gallery spaces with 6-metre-high ceilings, perfect for showcasing large-scale installations and exhibitions;
- A multi-purpose events space capable of hosting outreach programmes, workshops, and events for up to 100 people;
- An F&B space overlooking the port, offering a welcoming resting area for visitors and adding to the overall experience of the museum.

In addition to these facilities, SAM's corporate offices and artist residency spaces are located on level 3, fostering an integrated environment for artistic creation, exhibition, and engagement.

1.3 About The F&B Operator We Seek

SAM is seeking an F&B concept that complements the museum experience, creating a welcoming and enriching atmosphere for our visitors. The successful Proposer will be the primary provider of food and beverages, including quality coffee and tea offerings, to visitors at SAM at TPD. The focus is on offering a contemporary and appealing menu that enhances the museum experience, with food prepared in a warming kitchen setup.

Additionally, the selected F&B operator will be required to carry and display a selection of SAM's publications and merchandise, which will be sold on a profit margin basis.

The successful Proposer must:

- Operate the F&B space daily during opening hours from 10am – 7pm.
- Provide a no-pork-no-lard and/or halal-certified menu with child-friendly and vegetarian options, offering affordable snack items or light bites alongside beverages (including coffee and tea).
- Ideally, offer meal options, such as breakfast, lunch, or dinner, to enhance the visitor experience.
- Serve takeaway food and beverages in environmentally sustainable or recyclable containers.

- Ideally, provide optional catering services for groups of 20-100, ranging from small meetings and media previews to exhibition preview parties and visiting groups.

These selections are intended to give visitors a variety of meal options. SAM's detailed requirements are outlined in Clause 2, with the scope of the required concept submission provided in Clause 3.

1.4 About the Proposal

Should the Proposer's concept encompass additional components other than F&B (e.g. retail) or is a collaborative effort with a partner, the Proposer(s) **may submit a joint proposal** that must still meet the necessary specifications as stated in the Scope Of Work provided for in the Museum F&B Concept RFP. The submission must also clearly stipulate who the main Proposer shall be.

1.5 About the Space

The floorplan and images of SAM at TPD and the identified location for the F&B space are attached in Annex A (outlined in red).

2. SAM REQUIREMENTS

The submission of the concept proposal should take into consideration the following:

2.1 General Requirements:

- Provide a selection of affordable, quality food and beverage items that can be prepared in a warming kitchen. The price point should be comparable to reputable chains or popular cafes.
- Offer at least one basic set (one beverage and one food item) priced at \$5 or less.
- Comply with rules and regulations for operating food & beverage establishments set by NEA/SFA and other relevant authorities.
- Upkeep and maintain cleanliness of the cafe spaces and kitchen in accordance with food safety and hygiene regulations.
- Allow SAM to use the café space for museum-related events (e.g., exhibition openings) during times when the café is not in operation. SAM will ensure the space is returned clean and tidy, and event coordination will be managed to avoid interference with regular business operations.
- Administer sustainable programmes or practices in the operation of the F&B space, such as the active practice of the 3Rs and waste reduction, limiting the use of disposable utensils and utilising recyclable or biodegradable options where disposable options must be used, elimination of throw-away plastic use (e.g. straws).
- For dine-in services, no disposable utensils may be used.
- Farm-to-fork concepts or approaches are welcome where relevant.
- Halal Certification is preferred.
- An element of food retail can be accepted; such an element should be submitted to SAM for evaluation.
- A non-food-related element may be considered; such element should be submitted to SAM for evaluation.

2.2 Food Concept Guidelines:

A) Mandatory - Light bite options, such as:

- Dessert, cakes or patisserie options
- Savoury options
- Special exhibition item or menu
- Unique items developed for SAM at TPD not available at other existing outlets, if applicable

B) Mandatory - Beverage options, such as:

- Good quality coffee and tea options, sourced locally where possible
- Healthy beverage options
- Alternatives to water in plastic packaging, such as still or sparkling water “on-tap”

C) Optional - An all-day dining menu that offers healthy, local and/or fusion choices for breakfast, lunch and dinner, including:

- At least one vegetarian option
- Children’s menu

D) Optional - Catering menu for ad-hoc corporate and public events

2.3 Fit Out Requirements:

- Warming kitchen fit-out, which may include:
 - a coffee machine
 - display warmers and/or chillers
 - induction stove, toaster oven, sous vide machines and/or microwave oven
 - disposal and wash-up facilities
 - point of sale equipment
- Furnishings for approximately 20 seated guests, including a serving counter with seating. The recommended occupancy load is 1.5 sqm per person.
- The furnishings/design and layout should be complementary to a contemporary art museum of national standing.

2.4 Tenancy and Operating Dates

- The tenancy for the selected F&B operator will commence on 17 February 2025, with the operator expected to be fully operational by 8 March 2025. The operator must complete all necessary fit-out and preparation work to ensure the space is ready to serve visitors by the agreed operating date. Alternatively, the operator may choose to retain the current existing fit-out if it aligns with their concept and operational needs.

3. REQUIREMENTS FOR SUBMISSION

The submission for the concept proposal should contain the following specifications:

3.1 Introduction

- Introduction of the company and its key management team
- Company’s existing concepts and operational experience. Please highlight F&B operational experience
- Design and feel of existing concepts
- Major milestones and company direction
- Provide relevant financial, marketing, experience, and workload capability to meet the requirements. Include resumes of proposed key and onsite personnel. Other documents can include customer surveys, milestones, and awards.

3.2 Proposed Concept

- Type of F&B served
- Highlights of the key differentiating factors of the concept and how it complements the SAM at TPD experience
- Additional elements, if any, such as food retail or non-food-related concepts

3.3 Proposed Menu

- Illustrate how menus and menu items are developed and the frequency of menu changes.
- Sample menu for light bites, breakfast, lunch, and dinner items, as applicable
- Price points for individual food items and set menus, if any
- Unique menu items developed for SAM at TPD not available at other existing outlets, if applicable

3.4 Design Concept

- Proposed operating business model, highlighting the strategy to drive both destination dining and walk-in footfall
- Proposed decoration and furniture
- Estimated cost of investment
- Synergy of concept with SAM at TPD

3.5 Proposed rental and lease term

- Proposers are invited to submit a rental structure, which may include a fixed monthly rental rate and/or a percentage of Gross Turnover (GTO). In addition, the selected F&B operator will be required to carry and display a selection of SAM's publications and merchandise, which will be sold on a profit margin basis, with the specific margin to be proposed and agreed upon between SAM and the operator. (Please refer to Annex 1 for the area outlined in red).
- Please indicate your proposed monthly rental and revenue share in your submission.
- Please indicate your projected revenue on yearly basis.
- The term will be two (2) years, with the option to renew for an additional two (2) years.
- Service Charge of \$0.30 psf applies per month.
- SAM shall supply electricity and water to the premises at the rate determined by SAM. SAM will charge the Tenant based on monthly usage.
- Should the Tenant engage a supplier to provide any other utilities or services, the Tenant shall pay such suppliers and indemnify SAM against all charges for the installation, connection, and supply of all other utilities and any other services consumed or used at or in relation to the Premises. The tenant shall comply with the requirements and regulations of the respective suppliers.

4. CONCEPT PRESENTATION

4.1. The Proposer may be called upon to present their proposal to SAM's Management for review and approval. SAM may request additional information to supplement the submission after the presentation.

4.2. SAM may request food-tasting sessions of the proposed menu that will be served at SAM at TPD.

4.3. The Proposer shall be subjected to final evaluation and approval from the main Landlord.

5. SUBMISSION DATE

The proposal must be submitted to SAM by 4 p.m. on 14 October 2024. Proposals submitted after the Closing Date will be disqualified.

The Proposer shall refer to the Instructions to Proposers for instructions and guidelines on the submission file format.

6. REPRESENTATIVE

SAM's Representatives for this Contract and the corresponding contact details are as follows:

Esther Conyard (Director, Marketing Communications and Operations)
esther.conyard@singaporeartmuseum.sg

Maybelline Tan (Assistant Director, Marketing Communications)
Maybelline.tan@singaporeartmuseum.sg

SECTION C: EVALUATION CRITERIA

The evaluation criteria used for this RFP are as follows:

CRITERIA

1. Proposal

Proposers are to submit an F&B Proposal (including menu, design, ability to support optional items such as an all-day dining menu and/or catering, and congruence with SAM's brand) outlining the concept.

2. Financial Sustainability

Proposers should provide an outline of the proposed business model, including details on the proposed rental/profit sharing models and lease term.

3. Track Record

Proposers (and their partners, if applicable) must submit company portfolio and track record. These include their company profile, relevant projects/experience undertaken by the Company in managing similar concepts, and credentials of the Proposer's key management.

4. Compliance

Compliance with all instructions for submitting RFP Proposals as set out in the Invitation for Proposal (including use of Prescribed Forms).

SECTION D: TERMS AND CONDITIONS

Should the proposal be accepted, the Terms and Conditions set out in this Section shall prevail until the subsequent Agreement between SAM and the successful Proposer (hereafter the "Operator") is signed.

1. SCOPE OF AGREEMENT

1.1 The Operator shall act in due observance and performance of all the terms and conditions contained in the Agreement.

2. OBLIGATION AND COMPLIANCE

2.1 The Operator shall observe, perform, and comply with the Proposal submitted to obtain the award of this RPF and all obligations of Operator as the successful Proposer, as well as all conditions set out in the Agreement and accompanied Schedules and Appendices that are made part of this Agreement. The Operator shall produce evidence including documentary and real evidence required to satisfy itself that the provisions of this Agreement have been complied with.

3. RIGHTS OF THIRD PARTIES

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

4. SUB-LEASING AND ASSIGNING

4.1 The Operator shall not sub-lease or assign the Agreement without the prior written consent of SAM.

5. TERMINATION

5.1 In the event that the Operator breaches any terms and conditions in this Agreement which cannot be remedied, or (where the breach is capable of remedy) the Operator fails to remedy the breach within the time period stipulated in the written notice given by SAM to the Operator to remedy the breach to SAM may, at any time, without payment of any damages, terminate this Agreement by giving to the Operator not less than three (3) months' notice in writing. The termination of this Agreement shall be without prejudice to any rights or remedies that may have accrued to SAM in respect of any antecedent breach of any terms and conditions of this Agreement by the Operator.

6. GIFTS, INDUCEMENTS AND REWARDS

6.1 SAM may terminate the Agreement and recover from the Operator the amount of any loss resulting from such termination, if the Operator shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Agreement with SAM or for showing or forbearing to show favour to any person in relation to any Agreement with SAM, or if the like acts shall have been done by any person employed by the Operator or acting on his behalf (whether with or without the knowledge of the Operator).

7. VARIATION

7.1 No variation whether oral or otherwise in the terms of the Agreement shall apply thereto unless such variation shall have first been expressly accepted in writing by the Operator and the authorised contract signatory of SAM.

8. APPLICABLE LAW

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

8.2 For the avoidance of doubt, until SAM issues a Letter of Offer or Agreement, this document is not a contract and shall in no way be construed as creating any legally binding obligations or commitments between the Parties.

9. OPERATOR PROPOSALS

9.1 Operator Proposals and all supporting technical data and documentation submitted as part of the Operator Proposal must be written or properly translated into English.

9.2 Operator Proposals and all accompanying documents, plans, drawing, materials or other items that are submitted by Operator in response to this RFP shall become the property of SAM.

9.3 Operator Proposals submitted shall remain valid for a period of three (3) calendar months and during such extension of the period as may be agreed in writing between Operator and SAM.

9.4 Any Operator that withdraws the Operator Proposal after the Closing Date is liable to be debarred from SAM's future RFPs and tenders.

9.5 SAM does not bind itself to accepting any of the Operator Proposals submitted and is under no obligation to do so.

9.6 SAM is not obligated to inform any Operator of the reasons for non-acceptance of an Operator Proposal.

10. CONFIDENTIALITY

10.1 Except with the explicit consent in writing of SAM, Operators shall not disclose to any third parties, this RFP, and any information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Operators pursuant to this RFP by or on behalf of SAM.

ANNEX 1: LAYOUT PLAN OF PREMISE OFFERED



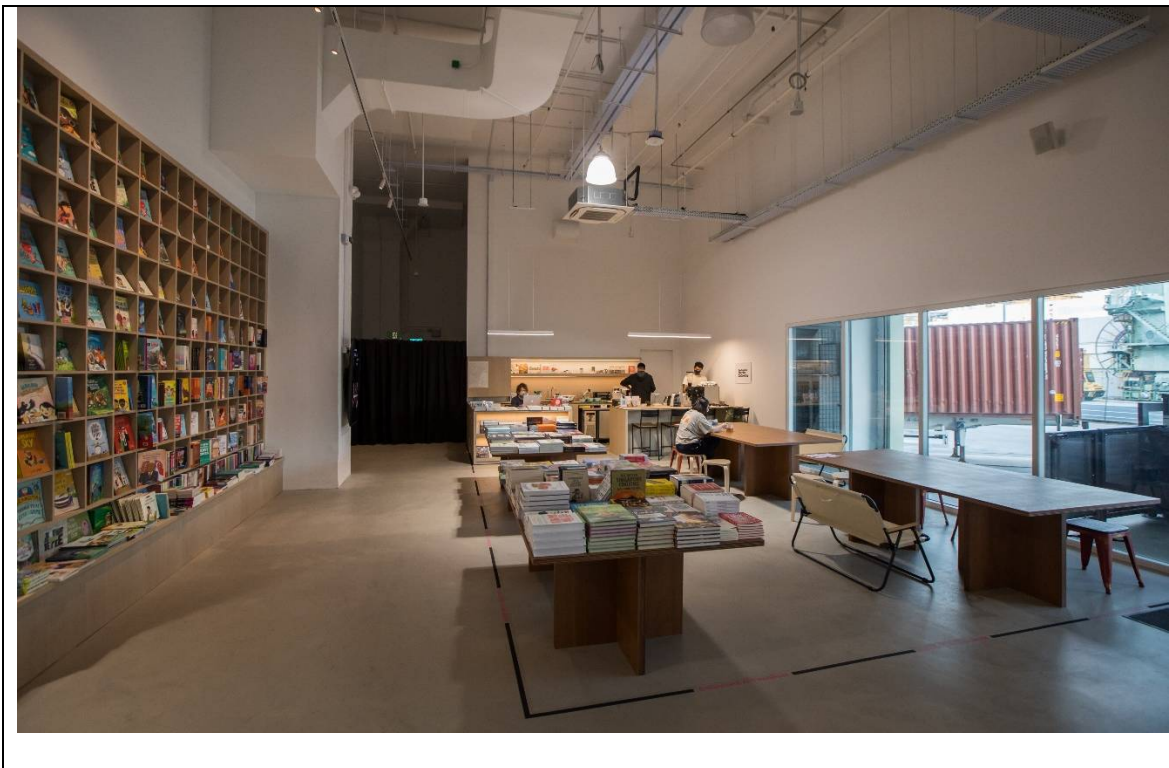
Front entrance of SAM at TPD, in Block 39, Tanjong Pagar Distripark



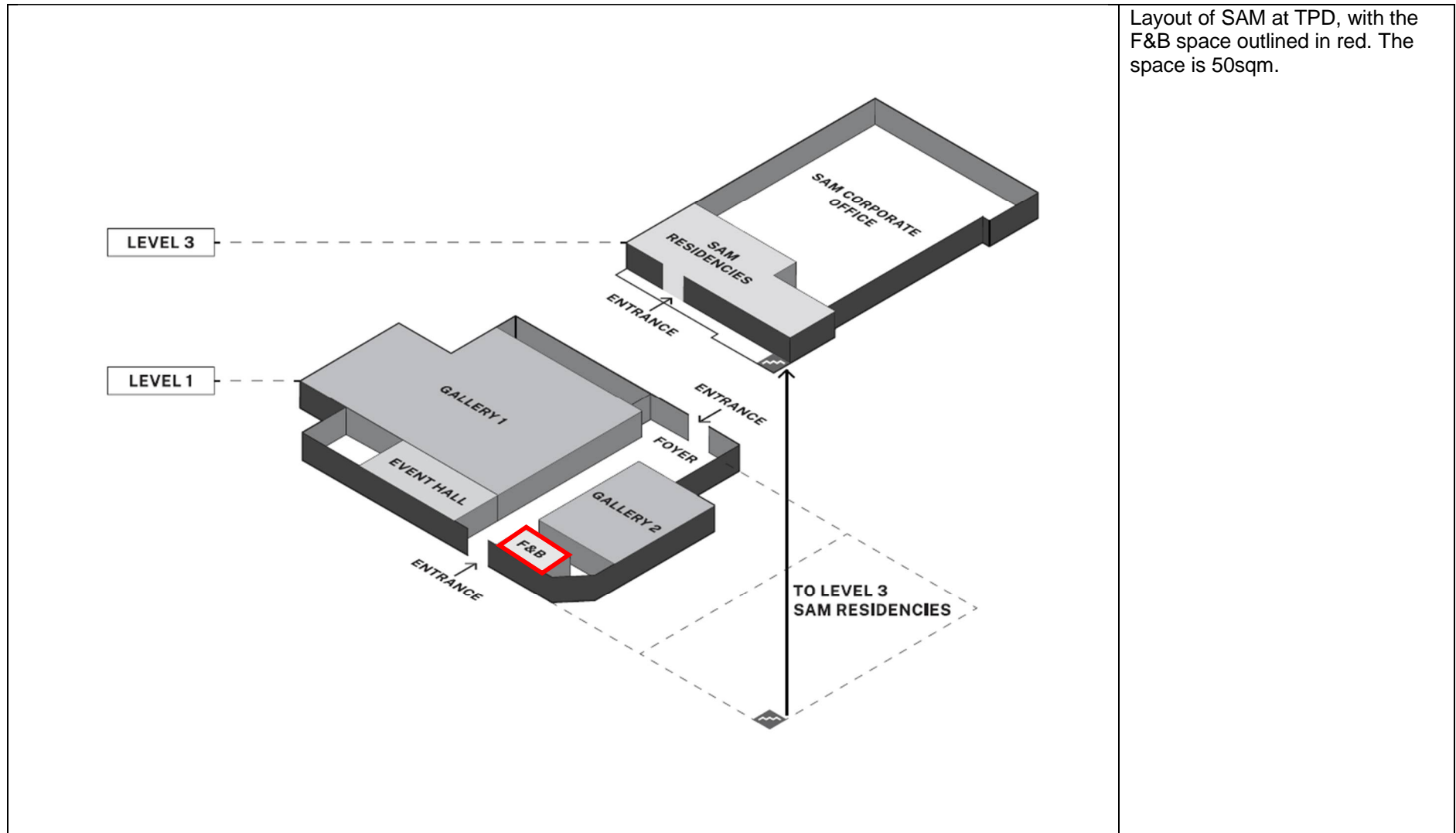
Artist impression of the F&B space offering a view of the port, as well as the multi-purpose hall (The Engine Room) for events and programmes at SAM at Tanjong Pagar Distripark.



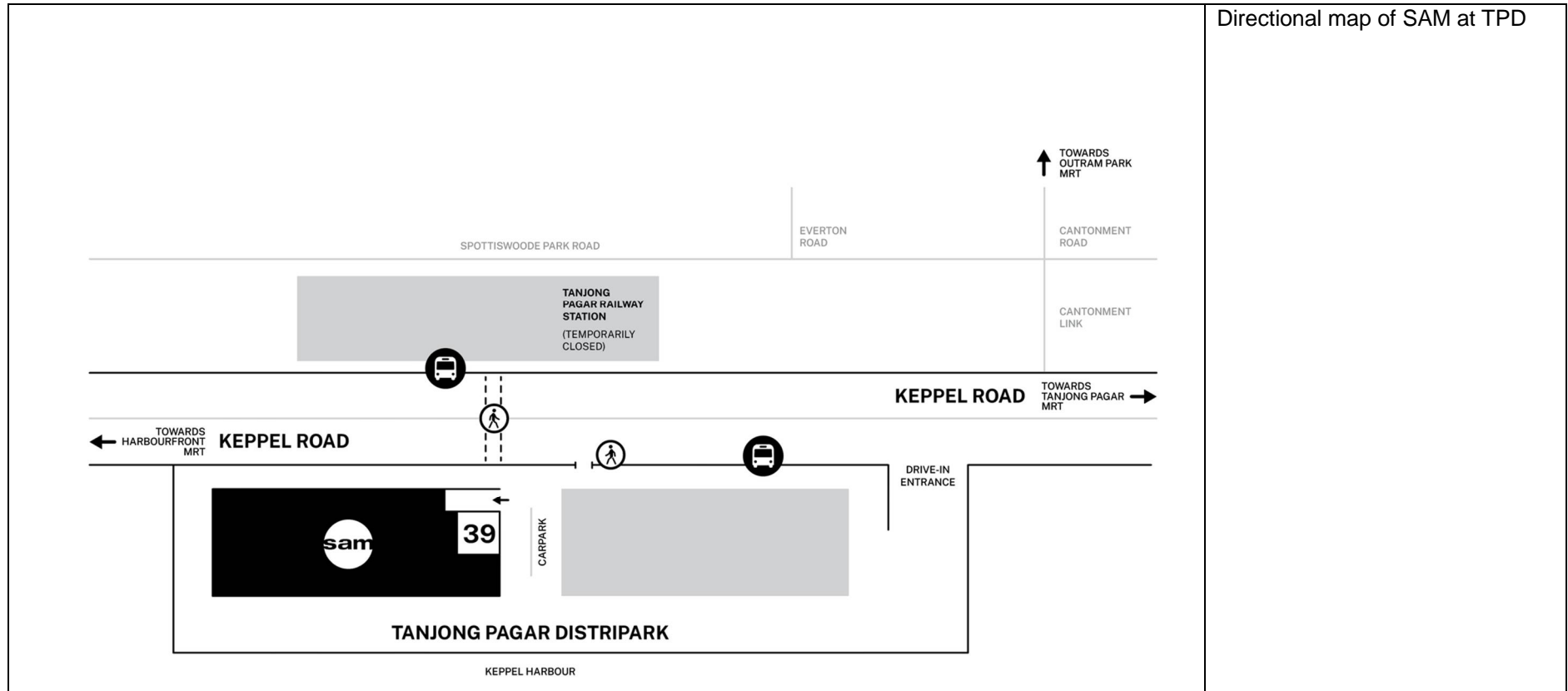
Actual F&B space



Current Epigram Coffee
Bookshop layout



Layout of SAM at TPD, with the F&B space outlined in red. The space is 50sqm.



Directional map of SAM at TPD

Annex 2 Required Forms

1. BACKGROUND INFORMATION

DETAILS ON COMPANY/FIRM/PERSON

1.1 Name and address:

1.2 Person to Contact :

1.3 Type of Company/Firm: Corporation / Partnership / Sole Proprietorship / Joint Venture

1.4 Type of Business: _____
(Please indicate whether a factory is being operated)

1.5 Registration Number with ACRA: _____

(Please provide a copy of Business/Company profile registered with ACRA)

1.6 Qualification and experience of qualified personnel under your employment:

2. GST STATUS

We are / are not * a taxable person under the *Goods and Services Act*.

(* delete as appropriate)

Our GST registration number is _____

3. FINANCIAL INFORMATION

3.1 Financial Information for the last 3 years

	<u>Y/E 2021</u>	<u>2022</u>	<u>2023</u>
Annual Turnover \$K			
Net Profit Before Tax \$K			
Paid Up Capital \$K			

(Please attach Balance Sheet, Profit & Loss Statements and Cash Flow statements for the period mentioned above)

3.2 Bankers' Reference:

Name of Bank: _____

Branch: _____

Address: _____

A/C No.: _____

4. SCHEDULE OF PERSONS EMPOWERED TO ACT

The following persons are empowered to sign contract documents and act on the firm's / company's behalf:

Name	NRIC No.	Position Held

5. INFORMATION ON MAJOR SHAREHOLDERS

Person, Company or Corporation who/which owns, whether directly or indirectly, at least 20% of the total number of shares in the Tenderer or who/which controls at least 20% of the voting rights in the Tenderer		Details of shares held by such person, company or corporation		
Name	Address	Number of Shares	% of Shares	Class of Shares

Note: A copy of the latest ACRA Bizfile shall be submitted together with the Proposal showing the Registered legal business name, primary business activities, list of shareholders.

6. NON-DISCLOSURE AGREEMENT

By signing this Agreement, the Recipient agrees that in consideration of the Discloser agreeing to disclose and make available the Confidential Information to the Recipient for the Purpose, the Recipient shall not disclose or divulge Confidential Information, subject to the terms and conditions set out below.

The Recipient hereby agrees that:

1. The '**Discloser**' of the Confidential Information is:
Singapore Art Museum (UEN: 201330746G)
39 Keppel Road
#03-07
Tanjong Pagar Distripark
Singapore 089065

The '**Recipient**' of the Confidential Information is:

Name:

Company:

Address:

2. The '**Confidential Information**' disclosed under this Agreement is proprietary to the Discloser, its subsidiaries, affiliates and/or licensors, and consists of:

all Request for Proposal documents and includes all other information, materials and documents transmitted to, or otherwise received by, the Recipient that the Discloser has identified as being confidential or proprietary in writing or otherwise, or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary.

3. The purpose of the disclosure of the Confidential Information to the Recipient is:

To Request for Proposal

4. The Recipient recognises the Discloser's proprietary right in and to the Confidential Information and agrees to keep secret and confidential and not to copy, reproduce, disseminate, transmit, distribute, publish or otherwise disclose to any third parties, whether before or after the completion of the purpose described in Clause 3, any Confidential Information except in accordance with the terms of this Agreement. The Recipient shall only be permitted to use the Confidential Information exclusively for the Purpose as set out above. Any disclosure of the Confidential Information must be strictly limited to those employees, agents, advisers and sub-contractors who reasonably have a need to know such Confidential Information to enable them to carry out their duties to the Recipient.
5. The Recipient shall protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorised use, reproduction, dissemination, transmission, distribution, disclosure or publication of the Confidential Information as the Recipient uses to protect its own confidential information.
6. The Recipient shall use its best efforts to ensure that its employees, agents and sub-contractors comply with the restrictions in this Agreement. Any breach by any such person of its obligations of confidentiality shall be deemed a breach by the Recipient of this Agreement. The Recipient shall indemnify and keep the Discloser harmless against all damages, losses, costs or expenses including any special, incidental or consequential damages, legal costs and expenses, arising or resulting from the Recipient's (or its employees', agents' or sub-contractors') breach or non-performance of its obligations under this Agreement.
7. *The obligations of confidentiality under this Agreement do not apply to Confidential Information which:*
 - 7.1 is already known to the Recipient at the time of disclosure;
 - 7.2 is or becomes publicly known or generally available to the public through no wrongful act on the Recipient's part;
 - 7.3 is rightfully received by the Recipient from a third party without breach of any obligation of confidentiality;

- 7.4 is explicitly approved for release by the prior written consent of the Discloser; or
7.5 is required to be disclosed by the Recipient to a court of competent jurisdiction or an appropriately empowered governmental agency or regulatory body.
8. The Recipient does not acquire any intellectual property rights in the Confidential Information under this Agreement except the limited rights to use the Confidential Information as set out in Clause 2 above.
9. Failure on the part of the Discloser to exercise any right under this Agreement or failure on the part of the Discloser to insist that the Recipient adhere to the strict terms of this Agreement shall not be considered a waiver by the Discloser of its right to demand at a later date strict adherence to the terms of this Agreement.
10. Any Confidential Information provided to the Recipient will at all times remain the property of the Discloser and must be returned to the Discloser together with any copies taken by or on behalf of the Recipient immediately upon a request by the Discloser. Upon the completion of the purpose described in Clause 3 or upon demand by the Discloser, the Recipient shall return all copies of Confidential Information to the Discloser, and, if required by the Discloser, shall provide written confirmation by a duly authorised officer that it:
- 10.1 does not have in its possession any copies of the Confidential Information; and
10.2 has not made, given, sold or otherwise disposed of any unauthorised copies of the Confidential Information for/to any other party.
11. The Discloser makes no representation or warranty (whether express or implied) about the accuracy or completeness of the Confidential Information and none of the Discloser, or any of its directors, officers, representatives or agents will have any liability to the Recipient or any other person or entity resulting from the Confidential Information or any use thereof
12. The Recipient acknowledges and agrees that any Confidential Information disclosed to it or its representatives by the Discloser prior to the date of this Agreement shall also be subject to the terms of this Agreement.
13. The Recipient acknowledges and agrees that money damages will not be a sufficient remedy for any breach of this Agreement by it and that the Discloser is entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.
14. The terms of this Confidentiality Agreement may not be amended or modified except by a written instrument executed by the parties hereto.
15. This Agreement shall be governed and construed in accordance with the laws of the Republic of Singapore. The Recipient irrevocably agrees to submit to the exclusive jurisdiction of the courts of Singapore over any claim or matter arising out of or in connection with this Agreement.

Signed for and on behalf of the Recipient:

Name:

Date:

Signed for and on behalf of the Discloser:



Name: Esther Conyard, Director, Marketing Communications, Visitor Experience and Business Development

Date: 20 September 2024