

INVITATION TO TENDER (Tender No. 003/11)

**FOR THE PROVISION OF GOLF COACHING SERVICES
FOR THE PERIOD 1 JANUARY 2012 TO 31 DECEMBER 2012
(with the Option to extend another year)**

CLOSING DATE / TIME:

10 October, 12:00pm

SINGAPORE SPORTS SCHOOL
1 CHAMPIONS WAY
SINGAPORE 737913

BACKGROUND

The Singapore Sports School (SSP) is a Specialised Independent School offering an integrated academic and sporting development environment for our student athletes. The school's vision is to be recognised internationally as a premier sports school.

With the current Golf coaching contract expiring at the end of 2011, the Singapore Sports School would like to engage Golf coaching services to coach the students in the Golf Academy.

This Invitation to Tender (ITT) is for the provision of Golf coaching services for the period 1 January 2012 to 31 December 2012 (with the option to extend another year). The successful Vendor will be required to enter into a contract with the Singapore Sports School Ltd.

INSTRUCTIONS TO INTERESTED VENDORS

1. DEFINITION

1.1 Throughout this Invitation to Tender and any resultant Contract, unless the context otherwise requires, the following definitions shall apply:

- (a) "Invitation to Tender" means the invitation to participate in this Tender and comprises all quotation documents forwarded to the Vendor inclusive of the Covering Letter, Instructions to Vendors, Conditions of Contract, Requirement Specifications, Evaluation Criteria and any other documents and forms enclosed.
- (b) "Contract" means any resultant contract and its Annexes between the School and the successful Vendor.
- (c) "Contractor" means the successful Vendor.
- (d) "Vendor" means a person or his permitted assigns quotation to provide the Goods and/or Services, and shall be deemed to include two or more persons if appropriate.
- (e) Save as set out above, all other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

2. PROPOSAL

2.1 The Vendor shall propose a Golf programme taking into consideration the Golf Academy makeup of male and female golfers (age 12-16 years) possessing a wide range of playing / developmental abilities.

2.2 The Vendor may recommend additional options and quotes if they deem the additional options to be beneficial to the School. The Vendor must clearly explain the benefits.

2.3 Vendors must submit a detailed proposal for the services to be provided, together with the Vendors' profile and details of previous contracts (if any).

2.4 The proposal shall include a detailed cost breakdown for both Golf coaching services and optional services, if any (e.g. each coaching staff must be individually quoted) in the format attached in Annex B.

2.5 The Vendor shall submit in writing the names of all his staff assigned to the School. The Vendor shall be responsible for ensuring that all the staff are medically fit and free from illness or disease and that they are properly trained and licensed by the proper authorities.

3. ALTERATION, ERASURES OR ILLEGIBILITY

3.1 Except for amendments to the entries made by the Vendor himself which are initialled by the Vendor, documents bearing any other alterations or erasures and documents in which prices are not legibly stated are liable to be rejected.

4. WITHDRAWAL OF PROPOSAL

4.1 No proposals may be withdrawn after the closing date prescribed in the ITT Document. Any Vendor who attempts to do so may be liable to be debarred from future tenders to be called by the School.

5. SCHOOL'S CLARIFICATION OF THE VENDOR'S PROPOSAL

5.1 In the event that the School seeks clarification upon any aspect of the Vendor's proposal, the Vendor shall provide full and comprehensive responses within seven (7) days of notification.

6. ELIGIBILITY

6.1 Vendors must meet the following eligibility criteria:

- a) Coaching staff recommended in the Vendor's proposal must have the necessary Golf coaching accreditation (NCAP Level 2 or equivalent and above) to provide Golf coaching services.
- b) Vendor must have a minimum paid-up capital of \$50,000.
- c) Vendor must have at least 3 years' related experience in providing Golf coaching services.

7. NOTIFICATION

7.1 Notification may not necessarily be sent to unsuccessful Vendors by the School.

8. CONFIDENTIALITY

8.1 Except with the consent in writing of the School, the Vendor shall not disclose this ITT document, or any of its provisions, or any specifications, plans or instructions issued by the School.

9. OWNERSHIP OF ITT DOCUMENTS

9.1 All documents submitted by the Vendor in response to this ITT shall become the property of the School. However, intellectual property in the information contained in the proposal submitted by the Vendor shall remain vested in the Vendor.

10. EXPENSE OF VENDOR

10.1 In no case will any expenses incurred by the Vendor in the preparation of this proposal be borne by the School.

11. EXTENT OF ITT

11.1 The Vendor shall carefully examine all the relevant conditions of contract, specifications, etc.

11.2 On submission, the Vendor shall be deemed to have examined the various documents, and shall be bound by the terms and conditions stated therein.

12. SUBMISSION OF PROPOSAL

12.1 The Vendor shall submit the proposal in a sealed envelope labelled "Proposal for Golf Coaching Services – Singapore Sports School" on the top left hand corner and deposit the same by hand to the Reception's Desk at the following address:

**Singapore Sports School Ltd
1 Champions Way
Singapore 737913**

12.2 When forwarding proposal, the Vendor shall specify clearly on the top left-hand corner of the envelope the closing date and time of the ITT, to which the proposal must be delivered. It will be the responsibility of the Vendor to ensure delivery.

12.3 All interested Vendors are required to submit their proposal for our evaluation before the closing of the ITT on **10 October 2011, 12:00pm**. Proposals submitted after 12:00pm of the closing date will not be accepted, whatever the reason may be.

12.4 The Vendor shall not be entitled to make any claims whatsoever for or in respect of the preparation or submission of his proposal or anything done in accordance with the Scope of Contract.

12.5 The Vendor may submit other proposals and label them "Alternative Offer" for the consideration of the School.

13. GOODS AND SERVICES TAX (GST)

13.1 All rates and prices quoted shall be exclusive of the GST.

14. QUERIES

14.1 Any queries in respect to the ITT Document or any matter related thereto may be made to the School in writing at least 3 working days before the closing date, failing which,

the School may disregard any such request. The request for clarification to any queries shall be addressed to:

Singapore Sports School Ltd
1 Champions Way
Singapore 737913
Attn: Mr Shaun Chew (GM, Golf Academy)
Email: shaunchewca@sportsschool.edu.sg
Fax: 6766 2100

14.2 The School reserves the absolute right not to entertain or respond to any query, which in the School's opinion is inappropriate or improper.

14.3 On submitting his proposal, the Vendor shall be deemed to have examined this ITT Document and satisfied himself with regards to any query on this ITT Document.

15. PRESENTATION

15.1 Shortlisted Vendor(s) may be required to present their proposal to the school's senior management.

16. VALIDITY PERIOD OF PROPOSAL

16.1 The validity period of the Vendor's proposal shall be a period of 90 days commencing on the Closing Date which may be extended by mutual consent in writing of the School and the Vendor.

17. ACCEPTANCE OF PROPOSAL

17.1 The School shall be under no obligation to accept the lowest or any proposal. The School will not enter into correspondence with any Vendor regarding the reasons for non-acceptance of a proposal.

17.2 The School reserves the right, unless the Vendor expressly stipulates to the contrary in his proposal, of accepting such portion of each proposal as the School may decide.

17.3 The issue by the School of a Letter of Acceptance accepting the proposal or part of the proposal shall create a binding Contract on the part of the Vendor to supply the School the Services offered in the proposal. The Contract shall be governed by the Conditions of Contract. The Letter of Acceptance will be handed to or posted to the successful Vendor's address as given in his proposal and such handling or posting shall be deemed good service of such notice. The School may at its discretion require the Vendor to sign a Formal Agreement.

18. EVALUATION CRITERIA

18.1 The proposal will be evaluated based on the following criteria:

- a) All minimum requirements in the contract must be met or exceeded. In particular, Vendors must possess the required coaching licenses (NCAP Level 2 or equivalent and above) and comply with all relevant licensing and regulatory requirements.

- b) Vendors will be evaluated on the quality of the coaches and Golf programme that they propose.
- c) The Vendor must have a good service track record. The Vendors must provide at least 2 customer references with contact details that Singapore Sports School may contact independently to verify their service track record.
- d) Proven credentials and track record of past similar services offered in the education and sports sector, and of the personnel assigned to undertake this project
- e) Cost of the services

19. SHORTLISTING VENDORS

19.1 The School reserves the right to shortlist Vendors in accordance with the criteria set forth in the ITT; and give those so shortlisted the opportunity to submit new or amended tenders on the basis of the School's revised requirements, in accordance with a common deadline.

19.2 The quotations received based on the firm and updated requirements shall form the basis of the final quotation evaluation. The quotations received in the final round shall be complete and comprehensive, and shall over-ride all quotation proposals previously submitted. The final offer shall not make references to previous offers. All the quotation proposals received in the previous rounds shall be treated as lapsed. Such final offers shall be submitted in sealed envelopes by hand to the Reception's Desk as instructed.

20. CORRIGENDA TO INVITATION TO TENDER

20.1 The School reserves the right to amend any terms in, or to issue supplementary terms to the ITT at any time prior to the closing date of the ITT.

21. DISCLAIMER

21.1 This ITT may not contain all information which Vendors may require. Vendors should therefore make their own inquiries and seek such clarifications they think necessary. The School shall not be liable to any Vendor for any information in this ITT which is incomplete or inaccurate. For avoidance of doubt, the "information" mentioned in this paragraph excludes the Conditions of Contract and Requirement Specifications.

REQUIREMENT SPECIFICATIONS

1. The Vendor shall provide an appropriate number of golf coaches (including 1 head coach) to coach 18-20 Singapore Sports School Golf Academy students on 3 hours (per session) by 4 days per week (on weekday mornings/afternoons) basis for 1 year commencing 1 January 2012 to 31 December 2012. Please refer to Annex A for the Duties of Golf Coach.
2. The Vendor shall propose a training programme based on an Annual Training/Competition Plan but also on the following broad criteria:
 - a) Training during term time: 3 hours (per session) by 4 days per week ~ 40 weeks
 - b) Training during holidays: 3 hours by 4 days per week ~ 10 weeks
 - c) 2 range training and 2 course training days per week
 - d) 2 group training sessions each day (1 group of 4-5 elite student golfers in the morning session and the main group of 14-15 student golfers in the afternoon session)
3. The Vendor shall provide usage of all training facilities for coaching purposes (training rooms, driving range bays, short game facilities) and be able to secure access to golf courses for students to train at on a weekly basis at preferential rates.
4. The Vendor shall possess the appropriate Golf coaching accreditation (NCAP Level 2 or equivalent and above) for the provision of Golf coaching services.
5. Neither the Vendor nor the member of his staff may be an employee of the School. All salaries and wages connected with staff directly employed by the Vendor shall be the responsibility of the Vendor.
6. The Vendor shall not do or permit or suffer to be done during provision of coaching services anything which in the opinion of the School causes a nuisance or annoyance or may cause damage to the School or may be a breach of law.
7. Violation of any clauses in the Conditions of Contract or Requirement Specifications herein by the Vendor shall render the Contract liable to be terminated by the School without notice.
8. The Vendor shall not offer or give or agree to give any person in the service of the
9. School any gift or consideration of any kind as an inducement or award for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this favour or disfavour to any person in relation to this or any Contract with the School.
10. Any dispute or difference of opinion arising in respect of the interpretation, effect or application of this Contract shall be referred to two arbitrators, one to be appointed by each party and in the event of difference of opinion between arbitrators, an umpire is to be appointed by the arbitrators in accordance with the provision of the Arbitration Act (Cap 10) or any other subsisting statutory modification thereof. The decision of the arbitrators or umpire, as the case may be, shall be final and binding on both parties.

DUTIES OF GOLF COACH

Note: The Duties of the **GOLF COACH** for the Singapore Sports School stated herein under ***shall form part of the contract*** but are not limited to the satisfactory provision of these services to the Singapore Sports School. The school reserves the right to amend, omit and insert duties as and when deemed necessary in the interest of the School.

Primary Job Role:

The Golf Coach is responsible:

- To create & develop a comprehensive SSP Golf Academy's training programme as well as the individual athletes' or teams' training plans that look into the different developmental needs of the golfers;
- To train assigned athletes in the Singapore Sports School (SSP) Golf Academy in preparation for the various golf competitions identified by SSP and Singapore Golf Association (SGA);
- To design the programmes for a group of assigned athletes and maintain supervision of the group at all times;
- To prepare, formulate and implement short, medium and long-term plans for the development of the broader Academy, while ensuring alignment with SGA long term high performance plans;
- To advise and assist in the implementation of developmental and elite programmes and identifying talented young athletes to be included in the aforesaid programmes;
- To assist, where appropriate, in the preparation of national team athletes assigned for target competitions in which SSP or SGA may choose to participate;
- To secure results-oriented success at international and national levels;
- To assist in setting and accomplishing individual goals and Key Performance Indicators (KPIs) of assigned Golfers as well as the Academy; and
- To supervise the Assistant Golf Coaches to ensure efficient and effective delivery of SSP programmes.

Detailed Job Description:

A. Coaching Responsibilities

- Provide technical and coaching expertise for the promotion of the sport.
- Implement a comprehensive coaching programme consistent with the coaching plans and the annual budget as spelt out by SSP.
- Submit half yearly golf training plans and Academy golfers progress reports
- Develop and implement sports science, sports medicine programmes to further enhance the performance of the elite Golfers;
- Assist SSP's Golf General Manager in identifying and recruiting potential talent;
- Develop a suitable and effective SSP's Golf Academy talent identification and selection system;
- Ensure that appropriate supervision is provided to all assigned athletes;
- Attend all major local golf competitions involving the SSP's Academy golfers;
- Assist with the Academy and the School's programmes together with the other coaches;
- Articulate and demonstrate the School's philosophies when interacting with athletes, parents, peers and other key stakeholders;
- Conduct half yearly meeting with parents to update progress of Academy golfers
- Conduct regular meetings and work closely with the Academy's General Manager and coaches in evaluating performances of golfers, before, during and after training and competitions;
- Maintain good public and working relations with the athletes, parents, staff and the other key stakeholders (e.g. SGA, SSC, etc.);
- Manage the coaches and athletes in terms of handling their welfare and discipline;
- Establish and maintain overall good discipline within the Academy;
- Perform other duties or tasks as needed or as directed as well as cover training for other coaches in their absence; To mentor and appraise the coach(es);
- Travel with the SSP team to overseas competitions and assist with the coaching and supervision of all assigned athletes where necessary; and
- Participate in Academy and/or staff meetings and discussions with the SSP Coaches, Academy's General Manager, and SSP management.

B. Coaches Education

- Keep abreast with the latest trends in sports and Golf, in particular by continuous self-development;
- Conduct quarterly sharing session to developmental coaches in SSP as well as other developmental coaches to raise the standard of coaching in Singapore

C. Administrative Duties

- Keep Academy's General Manager updated regularly on general progress;
- Provide monthly reports on training schedules, post training/meet analysis, athletes' progress, etc.; and
- Conduct regular meetings with relevant stakeholders.
- Perform and contribute to related administrative duties as requested:
 - Plan and design training programme;
 - Conduct fitness/testing and evaluations of results and maintain records;
 - Prepare individual athletes' sports profile;
 - Communicate with athletes on fitness and training expectations;
 - Advocate and enforce athlete code of conduct;
- Create athlete programme calendar of events/competitions;

D. Code of Ethics

- Act in the best interest of Singapore and SSP at all times and avoid any interest, activity or relationship that conflicts with the interests of Singapore and SSP;
- Protect, conserve or take all possible care to prevent loss of or damage to SSP property, assets or monies of which he/she may at any time be in charge or control of.
- Promote the positive development of athlete character, emotional, intellectual and social skills;
- Portray good social etiquette during training sessions and interactions with other internal and external colleagues;

E. School Structure

- Work closely with the General Manager (Golf Academy) who is the representative of the School.

CONDITIONS OF CONTRACT

Should your offer be accepted, the Terms and Conditions as set out in this Section shall govern the Contract between Singapore Sports School Ltd and your company.

1. DEFINITIONS

1.1 In these Conditions, unless the context otherwise requires:

- (a) "School" means Singapore Sports School Ltd and includes any officer authorised by the School to act on its behalf.
- (b) "Contract" includes your original quotation documents, Letter of Acceptance, these Conditions of Contract or any Orders issued by the School to the Contractor for the performance of Services.
- (c) "Contractor" means the successful Vendor who has been awarded the Contract by the School.
- (d) "Services" means the work which the Contractor is required to perform under the Contract.
- (e) "Background IP" means IP which is created prior to or independently of this Contract.
- (f) "Foreground IP" means IP which results from or is generated pursuant to or for the purpose of this Contract.
- (g) "IP" means intellectual property and shall include patents, copyright, industrial design and integrated circuit topography.

1.2 Words importing the singular include the plural and vice versa.

1.3 The headings are for convenience only and not for the purpose of interpretation.

2. SCOPE OF CONTRACT

2.1 The Contractor shall perform Services in accordance with the requirement specification and contract.

3. COMMENCEMENT AND DURATION OF CONTRACT

3.1 This Contract shall commence on **1 January 2012** and shall remain in force for a period of one (1) year.

4. PAYMENT

4.1 Within thirty (30) days from the date of invoice or date of receipt of invoice of any Services performed in accordance with Clause 2.1 of the Contract and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be specified by the School, the School will make payment to the Contractor of the full value of all Services so performed provided that no payment shall be considered as evidence of the quality of any Services to which such payments relates.

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. DELAY IN PERFORMANCE

6.1 If there is delay in the performance of the Services under the Contract due to any of the following circumstances, namely, 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 circumstance aforesaid, be relieved of his obligation to perform such Services thereby affected but the provisions of the Contract shall remain in full force in regard to any Services not affected by such circumstances aforesaid.

6.2 Subject to Clause 6.1, if the Contractor fails to complete the performance of Services by the date specified in the Contract, the School shall have the right to cancel all or any such items of Services from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages.

Provided that the recovery of such increased costs aforesaid shall be limited to such Services as is purchased or obtained, not exceeding the scope stated in the Contract, from other sources after the Contractor's failure as aforesaid but within three months of the expiry of the Contract.

7. SUB-CONTRACTING AND ASSIGNING

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

8. SUSPENSION OR TERMINATION

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

9. RIGHTS OF THE SCHOOL IN THE EVENT OF DEFAULT BY THE CONTRACTOR

9.1 If the Contractor defaults in his performance of this Contract, the School may issue a notice of default to the Contractor informing the Contractor of its default. The Contractor shall, within thirty (30) days of the date of the notice of default, remedy the default. If the Contractor fails to do so, the Contractor shall be taken to have repudiated the Contract and the School shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without the School being liable therefore in damages or compensation. The said termination shall take effect from the date of the notice of termination.

9.2 In the event of termination under Sub-Clause 9.1 above, the School shall have the right to purchase from other sources all the Services which remains unperformed at the time of termination or similar Services, and all increased costs reasonably incurred by the School shall be recoverable from the Contractor.

10. GIFTS, INDUCEMENTS AND REWARDS

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

11. VARIATION

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

12. TAXES, FEES AND DUTIES

12.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable under the laws of Singapore, by the Contractor or its employees, including the Contractor's resident engineers and inspectors (if applicable), in carrying out its obligation under the Contract.

12.2 If the School 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 the School may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments, the Contractor hereby authorises the School to comply with the terms of the said request.

13. CONFIDENTIALITY AND SECURITY

13.1 Except with the written consent of the School, the Contractor shall not disclose the Contract or any purchases made in this Contract or any provisions thereof or any information issued or furnished by or on behalf of the School in connection therewith to any person.

13.2 In addition to the foregoing, the Contractor shall not make use of any information obtained directly or indirectly from the School or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of the School.

13.3 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 the School.

14. GOVERNMENT REGULATIONS

14.1 The Contractor shall, at its own costs, obtain and maintain all licence and authorisations, including export licences and permits and other governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

15. INDEMNIFICATION OF SCHOOL AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES

15.1 In the event of the School (including for this purpose every officer and department thereof) being held liable for damages arising out of any claim by any workman or employee employed by the Contractor in and for the performance of the Contract, the Contractor shall indemnify the School, its officers or departments against such claim and any costs, charges and expenses in respect thereof,

PROVIDED the same is not caused by the gross negligence or wilful default of the School, its officers or agents.

16. OWNERSHIP OF INTELLECTUAL PROPERTY

16.1 Nothing in this Contract shall affect any person's right to own or licence Background IP.

16.2 All Foreground IP created by the Contractor, its subcontractor or supplier shall vest in the School. The Contractor shall, by way of present assignment of future IP, do all things necessary to ensure that all Foreground IP is assigned to the School absolutely. The Contractor shall do all such things and to sign and execute all such documents as may reasonably be required in order to perfect, protect or enforce any of the Foreground IP assigned and granted to the School.

16.3 The Contractor shall obtain for and grant to the School and its agent, free of any additional charge, a Singapore, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Contractor, its subcontractor or supplier.

16.4 For the avoidance of doubt, any IP in any results, report, data or information generated or produced by School or another person on behalf of the School as a result of this Contract shall be owned by the School.

16.5 If the Contractor, its subcontractor or supplier intends to sell or transfer their Background IP, the Contractor shall ensure that the purchaser of the Background IP and every successor in title to the interest in the Background IP has prior written notice of the licence that the Contractor, its subcontractor or supplier has granted to the School.

16.6 If any licence granted or obtained for Background IP under Clause 16.3 is registrable under any IP registration system in Singapore, the Contractor shall:

- (a) register the licence under the IP registration system in Singapore; and

deliver copies of documentary proof of such licence registration to the School as soon as possible.

17. MEDIATION CLAUSE

17.1 Notwithstanding anything in this Contract, in the event of any dispute, controversy or claim arising out of or relating to this Contract, no Party shall proceed to any form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

17.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 17.1.

17.3 Failure to comply with Clause 17.1 or 17.2 shall be deemed to be a breach of contract.

18. APPLICABLE LAW

18.1 The Contract and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.

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

CONTRACT PRICE

For Vendor to enclose the price breakdown of the contract price

S/N	Description	Unit of Measurement	Quantity	Currency	Unit Price	Total Price	Remarks
1	Core Golf Coaching Services (3 hours by 4 days per week during term time - 40 weeks & holidays - 10 weeks) plus coaching during local tournaments in annual training programme						
a	- Head Coach (Name)	Month					
b	- Asst Coach (Names)	Month					
Additional Services (actual number of days to be separately negotiated prior to engagement for each trip to take into account that a base monthly fee would already have been paid under Core Golf Coaching Services)							
2	Head Coach accompanying on 3 excellence trips for competitions for top student-athletes, combined total up to 20 days	Day					
	Head Coach accompanying on 1 academy trip (e.g. training for all student-athletes, up to 10 days)	Day					
Optional Services							
3	etc						
Total Price (excluding Singapore Goods and Services Tax)							