



REQUEST FOR PROPOSAL

HUMAN RESOURCE INFORMATION SYSTEM (HRIS) AND
PAYROLL SOLUTIONS IMPLEMENTATION FOR HOME
NURSING FOUNDATION

Table of Contents

1.	Executive Summary	1
2.	Schedule of Events	1
3.	Instructions to Bidders	1
3.1	Definitions	1
3.2	Tender and Proposal	2
3.2.1	Tender Documents	2
3.2.2	Non-Transferable Tender Documents	2
3.2.3	Due Diligence	2
3.2.4	Withdrawal or Modification of Proposal	2
3.2.5	Closing Date	3
3.2.6	Validity of Proposal	3
3.2.7	Amendment of Tender Documents	3
3.2.8	No Hidden Cost	3
3.2.9	No Obligation to Contract	3
3.2.10	Withdrawal of Tender Invitation	3
3.2.11	Original Form of Tender Documents	3
3.2.12	Clarifications	3
3.2.13	Best Personnel and Final Offer	4
3.2.14	Corrupt Practices	4
3.2.15	Conflict of Interest	4
3.2.16	Clarifications of Proposal	4
3.2.17	Errors in the Proposal	4
3.2.18	Confidentiality	5
3.2.19	Ownership of Proposal	5
3.3	Submission of Proposal	5
3.3.1	Proposal Guideline	5
3.3.2	Copies of Proposal Submission	5
3.3.3	Solution	6
3.3.4	Compliance of Proposal	6
3.4	Communication	6
3.4.1	Effective Communication	6
3.4.2	Bidders' Inquiries	6
3.4.3	Formal Communications	6
3.4.4	Informal Communications	6
3.4.5	Written Response	6
3.5	Award and Contract	7
3.5.1	Evaluation Criteria	7
3.5.2	Evaluation Process	7
3.5.3	Presentation	7
3.5.4	Acceptance of Proposal	7

3.5.5	Notification of Acceptance	7
3.5.6	Written Contract	7
3.6	Payment Milestones	8
3.6.1	Payment Schedule	8
3.6.2	Price Breakdown	8

1. Executive Summary

Founded in 1976, Home Nursing Foundation (HNF) is one of the oldest and most established charities that provides home healthcare services in Singapore. We deliver comprehensive and patient-centric programmes that address patients' clinical, financial and psychosocial needs, via a multi-disciplinary team approach. The intent is to care and support them in the comfort of their own homes for as long as possible.

HNF is looking for a robust and integrated Human Resource (HR) and payroll solutions. This solution would cover all key areas such as employee personal and employment information management, benefits (claims) management, payroll management, performance management and learning & development management. It should also offer seamless interfaces to applications such as WorkforceOptimizer (scheduler system) and Navision (Finance software). The purpose of this enhanced solution is to automate our HR processes and manage HR and payroll related information within the organization for faster delivery and increased efficiency.

The system must run on web platform and can be either hosted on cloud or on premise.

2. Schedule of Events

The following is a tentative schedule of this Tender, but may change in accordance with HNF's needs or unforeseen circumstances. Changes will be communicated by email to all participating Bidders.

Event	Date
Tender Notice	9 December 2019
RFP Briefing at 93 Toa Payoh Central #07-01 Toa Payoh Central Community Building Singapore 319194	12 December 2019, 10.30am
Notification to Submit Non-Disclosure Agreement	13 December 2019
Final Clarifications/Requests/Questions	20 December 2019
Closing of Tender	7 January 2020
Presentation by Shortlisted Bidders	13 January 2020, 10.00am
Selection of Contractor and Notification (via email)	23 January 2020
Contract Negotiation, Letter of Acceptance and Final Award	30 January 2020

It is compulsory to attend the briefing on RFP. Failure to do so will render the Proposal invalid.

3. Instructions to Bidders

3.1 Definitions

Throughout this RFP and any resultant Contract, unless the context otherwise requires, the following definitions shall apply:

- 3.1.1 “HNF” means Home Nursing Foundation and/or its authorized representatives;
- 3.1.2 “Tender” means the invitation to any potential vendors to participate in this tender and comprises all relevant documents forwarded to such potential vendor inclusive of the functional requirements and any other documents and forms enclosed;
- 3.1.3 “Bidder” means a subject (any individual, entity or consortium that has the technological, analytical and/or operational research expertise) which submits a Proposal;
- 3.1.4 “Vendor” means the successful Bidder;
- 3.1.5 “Contract” means any resultant contract and its annexes entered into between HNF and the Vendor;
- 3.1.6 “Proposal” means a proposal, quotation, offer or bid submitted to HNF in response to this Tender;
- 3.1.7 All terms, expressions and words used in this RFP shall have the same meaning as defined in other documents and forms enclosed.

3.2 Tender and Proposal

- 3.2.1 **Tender Documents:** All the annexes listed below, which form part of this RFP, will be issued by HNF:
- ANNEX 1: Declaration of Participation
 - ANNEX 2: Eligibility Matrix
 - ANNEX 3: Pricing Template
 - ANNEX 4: Requirement Specifications and Compliance Checklist
 - ANNEX 5: Non-Disclosure Agreement
- 3.2.2 **Non-Transferable Tender Documents:** The Tender documents issued to the Bidder are non-transferable unless HNF agrees otherwise. The Bidder shall satisfy itself on the contents of all Tender documents including those incorporated by reference.
- 3.2.3 **Due Diligence:** The Bidders are expected to examine all instructions, forms, contract conditions, terms and specifications contained in the Tender documents. Failure to do so will be at the Bidder's own risk and responsibility, with no rights to modify or withdraw a Proposal after the closing date set out in Clause 3.2.5.
- 3.2.4 **Withdrawal or Modification of Proposal:** The Bidders may withdraw, replace or modify their Proposal before the closing date set out in Clause 3.2.5, provided that HNF is informed in writing. Any modification or replacement of a Proposal must be done in accordance with the provisions of this RFP.

- 3.2.5 **Closing Date:** All proposals must be submitted by 7th January 2020, by 12noon. Any proposals received after that WILL NOT BE CONSIDERED.
- 3.2.6 **Validity of Proposal:** A Proposal shall remain valid for acceptance for a period of at least 180 days from the closing date indicated in Clause 3.2.5, unless otherwise stated by HNF. Any extension of the closing date may afterwards be agreed to in writing by HNF at the Bidder's request.
- 3.2.7 **Amendment of Tender Documents:** HNF may, for any reason, whether at its own initiative or in response to a Bidder's clarification, modify the Tender documents by the issuance of a corrigendum, which will be sent via email to all Bidders. The Bidders shall promptly acknowledge receipt of the corrigendum to HNF in writing. A Bidder who does not acknowledge receipt of any corrigendum will not be permitted to submit its Proposal.
- 3.2.8 **No Hidden Cost:** The Tender price shall include all relevant costs including but not limited to incidental or contingent expenses. No adjustment shall be made to the tender sum for any error after the closing date, unless otherwise agreed in writing between HNF and the Bidder.
- 3.2.9 **No Obligation to Contract:** The issue of this RFP does not commit HNF to award a Contract as a result of the Tender process. HNF will not pay any costs incurred in the preparation or submission of a Proposal. Any Proposal submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by HNF.
- 3.2.10 **Withdrawal of Tender Invitation:** HNF reserves the right at any time to withdraw the invitation to tender without being liable for any costs, damages, losses and/or expenses whatsoever.
- 3.2.11 **Original Form of Tender Documents:** HNF retains the RFP and all related terms and conditions, exhibits, and other attachments in original form in an archival copy. Any modification of its original contents, contexts or intends in the Bidder's submission shall be treated as immediate disqualification.
- 3.2.12 **Clarifications:** In response to this RFP, the Bidder accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to HNF as may be necessary to gain such understanding. HNF reserves the right to disqualify any Bidder who demonstrates less than such understanding. Further, HNF reserves the right to determine, at its sole discretion, whether the Bidder has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to HNF.
- 3.2.13 **Best Personnel and Final Offer:** The Bidder shall act as if it is the last and final

chance to win the Contract. The Bidder shall have all necessary decision makers and skilled personnel available during the negotiation in order to conclude the deal. The personnel's write-up provided in this Tender should be the staff that HNF expects in the project team. HNF reserves the right to interview the personnel to ascertain their capability and suitability for this project, and expects the Bidder to replace the disqualified personnel within a reasonable timeframe when necessary. Bidder shall not hold the features in reserve in the proposed solution. Failure to comply with any aforesaid condition will be considered as a breach of Contract, and subject to the termination for a cause.

3.2.14 Corrupt Practices: The Bidder shall not at any time in the course of the procurement process, be it before or after the award of the Contract, grant or promise any direct or indirect benefit, whether of financial or other nature, to any officer, agent or employee of, or any person otherwise engaged by HNF.

3.2.15 Conflict of Interest: The Bidder must ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does give rise to an actual, potential or perceived conflict of interest between HNF's and the Bidder's interests during the Tender process. *Conflict of interest* means having an interest (whether personal, financial or otherwise), which interferes or may be perceived as interfering with the Bidder's ability to submit a fair and objective Proposal.

3.2.16 Clarifications of Proposal: To assist in the examination, evaluation and comparison of Proposals, HNF may at its discretion, ask the Bidder for clarification about the Proposal's content. The request for clarification and response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or accepted after the closing date, unless otherwise agreed in writing between HNF and the Bidder.

3.2.17 Errors in the Proposal: Arithmetical errors that are discovered during the examination of a Proposal will be corrected by HNF. If the correction affects the Tender price, the Bidder will be informed of such correction. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of arithmetical errors, its Proposal will be rejected.

3.2.18 Confidentiality: Subject to applicable laws and any disclosure made to HNF's employees, officers, advisers or agents, all Proposals and any communications with the Bidders will be kept strictly confidential by HNF before, during and after the award. All Tender documentation is proprietary to HNF; no part thereof, or any information contained therein may be published, used or copied without the prior written consent of HNF. The Non-Disclosure Agreement (NDA), in the form as set out in Annex 5, shall be signed and returned to HNF by **13th December 2019.**

- 3.2.19 **Ownership of Proposal:** By submitting a Proposal, you agree that your Proposal becomes the property of HNF and will not be returned. HNF reserves the right to utilize all Proposals, including, but not limited to: any ideas, information, and/or concepts found therein, for any purpose. HNF may disclose all or parts of the Proposals to those consultants and professional advisors who will assist us with the Proposals' evaluation.

3.3 Submission of Proposal

The Proposal shall be structured in a clear and straightforward manner to prevent unnecessary confusion in the evaluation and comparison of the Proposals. The Bidders shall exercise care to present only realistic and attainable commitments in their Proposal.

- 3.3.1 **Proposal Guideline:** The Proposal submitted by the Bidder shall comply with the format as listed below. The details to be included in each section are also described under the respective headings:

- Section 1 : Cover Letter (Introduction / Summary)
- Section 2 : Corporate Profile which include a detailed write-up of the Intended Project Personnel
- Section 3 : Response to Compliance Checklist as specified in **ANNEX 4**
- Section 4 : Response to Pricing Template as specified in **ANNEX 3**
- Section 5 : Project Management Methodology, Timeline and Deliverables
- Section 6 : Declaration of Participation as specified in **ANNEX 1**
- Section 7 : Eligibility Matrix as specified in **ANNEX 2**

- 3.3.2 **Copies of Proposal Submission:** 3 hardcopy sets and 1 softcopy set (in thumbdrive) of the Proposal must be delivered in a single seal envelope to Tender Box A not later than **7th January 2020 at 12noon.**

Home Nursing Foundation - Reception Area
93 Toa Payoh Central
Toa Payoh Central Community Building #07-01
Singapore 319194

- 3.3.3 **Solution:** The Bidder must describe how the requirements of this RFP are being met in its Proposal.
- 3.3.4 **Compliance of Proposal:** This RFP and the Proposal, if accepted, will become part of the executed Contract. The Proposal will only be considered if submitted according to the instructions contained in this RFP. Non-compliance with any conditions in this RFP will render the Proposal liable to non-compliance and possible rejection.

3.4 Communication

- 3.4.1 **Effective Communication:** Verbal communication shall not be effective unless formally confirmed in writing by a specified procurement official in charge of managing this Tender process.

- 3.4.2 **Bidders' Inquiries:** Applicable terms and conditions herein shall govern communications and inquiries between HNF and Bidders as they relate to this RFP. Inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

Name: Ms Felicia See, Email: felicia.see@hnf.org.sg, Tel: 6854 5510

Name: Ms Rebacca Chua, Email: rebacca.chua@hnf.org.sg, Tel: 6854 5509

3.4.3 **Formal Communications:**

- 3.5.3.1 Questions concerning this RFP shall be submitted in writing and be received prior to **20th December 2019.**

- 3.5.3.2 Bidders shall raise with HNF any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, Bidders shall recommend to HNF any enhancements that might be in the best interests of HNF. These recommendations must be submitted in writing and be received by HNF prior to **20th December 2019.**

- 3.4.4 **Informal Communications:** The informal communications shall include, but are not limited to the requests from Bidders or Bidders' representatives, to any HNF employee or representative for information, comments, speculation, etc.

- 3.4.5 **Written Response:** HNF will make a good-faith effort to provide a written response to each question or request for clarification within 2 business days. Bidders are highly recommended to consolidate all requests or questions and send them to the persons in charge of this RFP as stated in Clause 3.4.2. HNF will not respond to any questions or requests for clarification after **20th December 2019.**

3.5 Award and Contract

- 3.5.1 **Evaluation Criteria:** The evaluation process will consider how completely and concisely the Bidder addresses each requirement, as an indication of the Bidder's capabilities and "know-how". The Proposals will be evaluated based on the following factors (including but not limited to):

- Overall value, i.e. cost versus benefit to the company;
- Interest (responsiveness, commitment to proposed duration etc.) to provide the solution based on the specified **Requirement Specifications at Annex 4;**
- Capability (Past completed projects, technical experience, resources etc.) to provide the solution based on the specified **Requirement Specifications at Annex 4;**
- Flexibility and functionality of solutions

- 3.5.2 **Evaluation Process:** The evaluation process may include telephone calls,

meeting or onsite visits to the Bidder's clients to verify the claims made by the Bidder. References with the closest match to HNF's requirements will be preferred.

- 3.5.3 **Presentation:** Only shortlisted Bidders may be requested to provide a detailed and comprehensive presentation of their Proposal, within seven (7) calendar days after the closing of this Tender. The Bidders who are not shortlisted for the presentation will not be notified.
- 3.5.4 **Acceptance of Proposal:** HNF is not obliged to accept a Proposal with the lowest quotation or explain to any Bidder the reasons for non-acceptance of a Proposal. HNF reserves the right not to award the Tender for any reason and reserves the right not to disclose such reason(s).
- 3.5.5 **Notification of Acceptance:** The issue of the Letter of Acceptance (LOA) by HNF to the whole or part of the Proposal shall create a binding contract on the part of the Bidder to supply the goods and services offered in the relevant part(s) of its Proposal to HNF. The LOA will be handed to or posted to the successful Bidder's address as given in the Proposal and such handing or posting shall be deemed good service of such notice. HNF reserves the right to conduct price negotiations until the Contract is executed.
- 3.5.6 **Written Contract:** No contractual relationship with HNF is established until a final written Contract is duly signed by HNF's and the selected Bidder's authorized representatives. Any activity undertaken or expenses incurred in preparation of a Contract before an actual Contract is signed shall be borne by the Bidder. An advance notice or information of award is not to be considered a Contract.

3.6 Payment Milestones

- 3.6.1 **Payment Schedule:** Bidder must propose the payment schedule for this RFP aligning to key milestones as per proposed project plan. HNF reserves the right to negotiate and/or decide the payment schedule.
- 3.6.2 **Price Breakdown:** All Proposal submissions shall have an itemized price breakdown for equipment and services. Any expenses incurred by the Bidder in preparation of the Proposal shall be borne by the Bidder.

Annex 1: Declaration of Participation

Note: The Bidder must declare whether any associated company and/or business partner is participating in the Tender. The Bidder must take note that any false or misleading declaration will result in grounds for disqualification in respect of the Tender.

The Bidder must complete the section which is applicable to it.

SECTION 1: Independent participation

I, _____ (Authorised Personnel), _____ (Designation) at _____ (Company Name) hereby declare that _____ (Company Name) has no associated company or business partner taking part in the proposal.

Signature:

Date:

SECTION 2: Participation by Associated Company and/or Business Partner

I, _____ (Authorised Personnel), _____ (Designation) at _____ (Company Name) hereby declare that the following associated company(ies) and/or business partner(s) of _____ (Company Name) is also participating in the Tender.

No	Name of Associated Company / Business Partner	Relationship with Bidder

Signature:

Date:

Annex 2: Eligibility Matrix

The Bidder shall complete all the required information in the Eligibility Matrix. Additional information can be given as an attachment and / or in the relevant parts of the Proposal. The pasting of URLs in the Proposal is not acceptable.

Purpose:

- Aids HNF in deciding and shortlisting the Bidders for the project stated in the Tender documents.
- Assists HNF in assessing the Bidder's commercial capacity.

Instruction to Bidders:

- Please answer all questions.
- Please indicate N/A if the question does not apply to you.
- Failure to comply with the requirements as stated may result in the rejection of your Proposal and/or disqualification in respect of the Tender.
- The contents of this Eligibility Matrix are strictly confidential and shall not be disclosed, directly or indirectly to third parties without HNF's prior written consent.
- Prices shall be quoted in S\$ before GST.
- Please return this form in hard copy format together with the main proposal by the closing date set out in Clause 3.2.5 of the Tender document.
- The Bidder shall bear the sole risk of submitting the Eligibility Matrix by post.

1. Organization Details

Company Name		Contact Name
Address		Contact Position (Job Title)
Telephone/Fax		Contact Number
Company Registration Number (if applicable)		Email
Is your organisation a sole proprietor / partnership / limited company / public-listed company / others? (Please specify.)		

2. Business Activities

What are the main business activities of your organisation?	
How many staff does your organisation have?	

3. Financial Background

Financial turnover for the past 3 years: Year 2016: \$ Year 2017: \$ Year 2018: \$ Please provide the latest audited financial statements.
Has your organization met the terms of its banking facilities and loan agreements (if any) during the past year? If the answer is 'No', please indicate the reasons.
Has your organisation met all its obligations to pay its creditors (if any) and staff during the past year? If the answer is 'No', please indicate the reasons.

Name and Branch of Bankers:
Address:
Contact Details:

4. Relevant Experience

Do you have relevant experience in HRIS and payroll solutions? Yes / No Number of Years of relevant experience:			
Detail	Reference 1	Reference 2	Reference 3
Customer's Company Name			
Name of Contact Person, Designation, Phone Number and Email			
Date on which Contract was Awarded			
Value (in S\$)			
Date on which Contract was Completed			
<p>Do you have any contracts which were terminated due to poor performance in the past three years, or any contracts where damages have been claimed by your clients/customers? If the answer is 'Yes', please let us have the details.</p>			

5. Key Personnel to carry out the Project and provide Support

S/N	Name	Gender	Citizenship/ Country of Residence	Position in Company	Years and Areas of Experience	Role in this Project

6. Quality Control and Assurance

Does your organisation hold a recognised quality management certification? If Yes, please specify.
--

If not, does your organisation have a quality management system? If Yes, please specify.
--

If your company do not have a quality management certification or system, please indicate the reasons.
--

7. Declaration

- (a) We hereby declare that we ***have/do not have** a record of enforcement action taken against us in the past 12 months.¹
- (b) We hereby declare that we ***are/are not** currently facing any litigation or winding-up or judicial management proceedings.²
- (c) We declare that the information provided by us on the above form is true and correct to the best of our knowledge and belief. We understand that the information will be used in the evaluation process to assess our organisation's suitability to provide the goods/services to HNF.

Name: _____

Position: _____

Signature: _____

Contact Number: _____

Date: _____

¹ If enforcement action has been taken against your organisation in the past 12 months, please provide us with the relevant details.

² If litigation or winding-up or judicial management proceedings have been taken against your organisation in the past 12 months, please provide us with the relevant details.

Annex 3: Pricing Template

Vendor shall ensure all items needed for the solution are included in this pricing template. Detailed line items shall be included by inserting new lines, where it is applicable while complying to the template provided.

S/No	Description	Unit Price (\$)	Quantity	Total	Annual Maintenance	One-Time Cost
1	Personal and Employment Modules					
1.1						
1.2						
1.3						
2	Payroll Module					
2.1						
2.2						
2.3						
3	Leave Module					
3.1						
3.2						
3.3						
4	Claims Module					
4.1						
4.2						
4.3						
5	Performance Management					
5.1						
5.2						
5.2						
6	Learning and Development					
6.1						
6.2						
6.3						
7	Interface					
7.1						
7.2						
7.3						
8	Data Migration					
8.1						
8.2						
8.3						
9	Customisation					
9.1						
9.2						
9.3						
10	Implementation/ Professional / Consultancy Fee					
10.1						
10.2						
10.3						
11	Training Sessions					
11.1	For administrators - up to <no> pax, <no> sessions					F.O.C
11.2	For users - up to <no> sessions					F.O.C
11.3						
12	Yearly Recurring Cost					
12.1						
12.2						
12.3						
Total Cost						
13	Optional Cost					
13.1						
13.2						
13.3						
Total Cost (with optional cost)						
Total Contractual Cost						

Annex 4: Requirement Specifications and Compliance Checklist

S/no	Requirement Specifications	Compliance Checklist	
		Responses* (MR/PR/NM/V)	Remarks
1	Personal and Employment Modules (include staff self-help portal)		
1.1	<p>The system shall maintain, including but not limited to the following on staff personal information:</p> <ul style="list-style-type: none"> a) Name, Identity no., identity type, date of birth, age, nationality, race, country of birth, marital status, religion, PR status,address, contact details, expiry of work pass b) Educational and professional certification records c) Employment history records d) Medical History e) Family's information 		
1.2	<p>The system shall maintain, including but not limited to the following on employment information</p> <ul style="list-style-type: none"> a) Staff ID, employment status (full-time, part-time, contract, temporary, locum, intern) b) Hire date, cessation date, confirmation date, conversion date, retirement date c) Reporting structures d) Job grade, salary and salary type (monthly, hourly, daily rate) e) Staff progression (increment, new appointments, transfers, promotion, etc) 		
1.3	<p>The system shall be able to perform, including but not limited to the following:</p> <ul style="list-style-type: none"> a) Reminder prompt whenever an action for a specified staff is required (confirmation date, retirement due date, work pass expiry, contract renewal, long service award, etc) b) Auto populate CPF rate and statutory leave entitlements at payroll and leave modules respectively from data entered at the staff personal information c) Auto populate leave approving officer at the leave module (e-leave) from data entered for the reporting structures at employment information d) Support integration with HNF Workforce Optimizer system : <ul style="list-style-type: none"> - Use Batch Interface based on active records as per run-time - Provide a SFTP Server for WFO to get the batch file - Interface of Employee and Leave details such as Staff Personal Particular, Staff Career Progression, Staff Leave to WFO upon creation or update of employee and leave records with a configurable cessation duration. - Exception handling due to network communication error with retries time out and email notification in the event of batch interface failure - Option to manually retrigger employee and leave details due to batch interface failure e) Set restricted access rights for different HR users f) Allow staff to view and edit selected information g) Letter Generation Function h) Report writer and generation 		
2	Payroll Management (include e-payslip and mobile application)		
2.1	<p>The system should be able to perform payroll calculation with statutory formulas, including but not limited to the following:</p> <ul style="list-style-type: none"> a) Process monthly payroll including additional payroll runs e.g. off-cycle, special run, etc b) Recurrence of fixed monthly allowances, payments, etc c) Back pay salary, allowances, deductions, bonuses d) Breakdown of pay details in the payroll summary report e) Automatic capping of Additional CPF Wage f) View individual CPF contribution rate g) Creation of unlimited pay elements h) Creation of unlimited new codes e.g. department, cost centre, designation i) Report writers and generation e.g. pay statistics report, variance report, reconciliation report 		
2.2	<p>The system shall be capable to perform, including but not limited to the following:</p> <ul style="list-style-type: none"> a) Automatic populate all approved claims amount from Claims Module b) Automatic populate No Pay Leave deduction amount from Leave Modules according to the number of working day in the respective month c) Upload pay slips with itemized pay details to staff self-help portal d) Generation of payroll-related files e.g. GIRO, IR8A, IR21, etc. in the format required by relevant authorities 		
2.3	<p>The system shall support integration with HNF Financial System (eg. Navision from Microsoft Dynamics 365 Business Central):</p> <ul style="list-style-type: none"> b) Populate the manpower cost by cost centre and GL line in the Financial System a) Populate the expense claims into respective GL line in the Financial system c) Exception handling due to network communication error with retries time out and email notification in the event of batch interface failure 		

S/no	Requirement Specifications	Compliance Checklist	
		Responses* (MR/PR/NM/V)	Remarks
3	Leave Management (include e-leave & mobile)		
3.1	<p>The system shall be able to perform, including but not limited to the followings:</p> <ul style="list-style-type: none"> a) Create and modify various leave schemes and leave types b) Automatic populate statutory leaves entitlement from data entered at Personal and Employment Management c) Automatic calculate pro-rated leave entitlement for new staff and resigned staff d) Set approval flow and routing processes e) Automatic calculate pro-rated new leave entitlement for staff who reached 5 years of service, up to 10 years of service f) Automatic forfeit leave balance base on leave carry forward policy g) No pay leave and leave encashment to be automatic captured at Payroll Modules h) Credit or deduct leave days with remarks space available for record i) Credit replacement hours with expiry date on the utilization j) Report writer and generation e.g. transaction history, leave types applied, sick leave days (by department), etc 		
3.2	<p>The e-leave and mobile application should have the capability to perform, including but not limited to the following:</p> <ul style="list-style-type: none"> a) Provide for staff to apply, amend, cancel (even after date of occurrence), view and print the status of the leave application b) Provide for staff to apply multiple ½ day leave and full day leave applications in one transactions c) Provide for staff to create leave applications for the following new year d) Upload of attachments in various format e.g. PDF, jpeg, Word, etc) e) Provide for staff to copy co-workers on leave applications f) Staff is able to view the balance of the replacement hours and the expiry date g) Notify Leave Approving Officer to approve leave applications with periodic email reminders h) Leave Approving Officer to delegate another approving officer during absent i) Calendar views of staff's leave applications 		
4	Claims Management (include e-claims and mobile application)		
4.1	<p>The system shall be able to perform, including but not limited to the following:</p> <p><u>Flexi Benefits Claim</u></p> <ul style="list-style-type: none"> a) Define and create claim types (Health Wellness, Health Screening, Dental Care, Dental Consultation/Treatment, Optical) b) Define policy e.g. taxable, CPF payable, etc to each claim type, set claim period limit (within two months), maximum claim amount and maximum claim frequency per year (two times per calendar year) 		
4.2	<p><u>Medical Claims for Dependent</u></p> <ul style="list-style-type: none"> a) Define and create claim types (Outpatient_Family, Specialist_Family) b) Define policy e.g. co-payment on Outpatient_Family with cap amount per visit per year and co-payment on Specialist_Family with cap amount per year 		
4.3	<p><u>Other Reimbursement of Expenses</u></p> <ul style="list-style-type: none"> a) Free text form on other reimbursement of expenses b) Flexibility to create selection of account code, cost centre, fund, activity, etc c) Export interface file to financial system (refer to requirements set out at para 1.4) 		
4.4	<p>The system shall have the capability to perform, including but not limited to the following:</p> <ul style="list-style-type: none"> a) Automatic calculate pro-rated entitlement for new and resigned staff b) Automatic rejection by system if claim exceeds claim period limit, maximum claim amount, claim frequency c) Set approval flow and routing processes to payroll management for payment d) Allow staff to view entitlement amount and balance after each claim e) Upload of attachments in various format e.g. PDF, jpeg, Word, etc) f) Notify staff on claim application status g) Report writer and generation e.g. claims history, claimed amount, balance amount, etc 		

S/no	Requirement Specifications	Compliance Checklist	
		Responses* (MR/PR/NM/V)	Remarks
5	Performance Management (include e-appraisal)		
5.1	<p>The system shall be able to provide, including but not limited to the following:</p> <ul style="list-style-type: none"> a) To include existing Appraisal Forms e.g. Targets Setting to be conducted in February, Annual Appraisal to be conducted in April to June, and Periodic Review to be conducted in November – December. The time frame or period of Appraisal shall be configurable. b) Define approval flow and routing processes e.g. appraise/rate by multiple appraisers, self-appraisal routing, etc c) Flexibility to lock forms or column when performing different reviews at different period d) Automatic calculate final scores to determine overall ratings e) Notify appraisers to commence reviews and completion through periodic email alerts f) Allow tracking of submission status g) Upload of attachments in various format e.g. PDF, jpeg, Word, etc) h) Bell-curved distribution report for moderation i) Interface moderated appraisal rating to Personal and Employment Module j) Allow "save as draft" for incomplete appraisal. 		
5.2	The system shall preferably have the capability to interface learning targets set at the Target Setting period to Learning module so as to establish learning plan.		
6	Learning Management (include e-training)		
6.1	<p>The system shall be able to provide, including but not limited to the following:</p> <ul style="list-style-type: none"> a) Provide for staff to apply, amend, cancel, view and print status for training courses using the existing Training Application form format b) Define approval flow and routing processes e.g. application to be supported by Head of Department, approved by CEO and route to HR for registration c) Notify Head of Department and CEO to approve application through periodic email alerts d) Reminder notification to staff and reporting officer one week before the course date e) Notify staff to complete training evaluation form for post-course feedback after staff have completed the courses through periodic email alerts f) Generate report (by departments) on learning hours, learning plan utilization, budget utilization, etc, g) Upload of attachments in various format e.g. PDF, jpeg, Word, etc h) Allow staff and reporting officers to view learning records 		
6.2	The system shall preferably have the capability to interface training attended records to the learning targets set at Performance Management module.		
7	Dashboard and Report features		
7.1	<p>The system shall support the following Dashboard and Report features:</p> <ul style="list-style-type: none"> a) Provide a facility to display standard and/or allow users to customize multiple dashboards to show relevant and timely information to support business and/or management needs. The dashboards shall be configurable. b) Provide capability for authorized users to manage and post information that can be configured by pre-defined criteria c) Provide up to 20 customised reports as per requirements defined during the detailed requirements gathering d) Create customised Dashboard and Report without coding and SQL required e) Support live data view during construction of the dashboard/report f) Perform data filter criteria in the dashboard/report g) Sorting and grouping of the data on the fly without need to post back to server for sorting h) Able to create calculated fields and connect and extract from additional modern databases like MS SQL, Oracle and PostgreSQL i) Create table, formatted text layout like letters/flyer, matrix/crosstab, charts i.e. pie, line, graph, etc., images, embedded HTML, button to raise events j) Export to PDF, HTML, Excel or raw data in Text Format k) Allow user input parameter to filter the extraction l) Support role base access to segregate access of Dashboard/Report from different group of users m) Support alternative method in delivery i.e. schedule report to a specific time, Email out Report, execution of report as part of a workflow process 		
8	General Requirements		
8.1	All modules should have different group of users (Master User, HR Administrators, Heads of Departments, Reporting Officer, staff, etc)		
8.2	Support multiple logins in e.g. Master User and HR Administrators can log in at the same time		
8.3	Automatic backup of data and automatic save functions should be available		
8.4	Automatic updates whenever new statutory requirements are enforced e.g. statutory leave entitlement, CPF contributions, etc.		
9	Technical Requirements		
9.1	<p>The system shall have the interface engine to perform the following :</p> <ul style="list-style-type: none"> a) Extraction, Transformation and Loading as tool to improve integration with external systems 		

S/no	Requirement Specifications	Compliance Checklist	
		Responses* (MR/PR/NM/V)	Remarks
	b) Schedule as a job for batch processing of files c) Support data integration with Cloud database like MS Azure, AWS, etc. d) Ensure that the interfaces with the various external systems shall comply with the respective interface specifications e) Provide a capability to map or customize interface codes to adhere with the respective interface systems where applicable. The detailed interface specifications for the respective interface shall be provided during the detailed requirements gathering f) Provide a facility to manage interfaces and log files, including interface(s) reconciliation reports (where applicable), alert or notification to users for failed interface records and other interface management related features. The details shall be defined during the detailed requirements gathering		
9.2	The system shall perform good error handling solution: a) Notification of error during ETL b) Reject entire batch when error encounter c) Able to have a check sum total to ensure the total rows in file is the same as mention in file header or footer		
9.3	The system shall support the following Web Service and/or Application Programming Interface(API) features: a) Integrate with external and internal system using web service utilizing commercially available web service framework and protocol a) Exchange of information or to integrate with external or external system in the event that Web Service is unable to be implement b) Perform both inbound and outbound interface c) Interact with Commercial off-the-shelf(COTS) Enterprise Service Bus(ESB) for Web Service Integration i.e. Rhapsody, IBM WebSphere		
9.4	The system shall be able to support Workflow Engine : a) Rule-based workflow engine b) Multiple level and/or concurrent approval and same level based on the business define rules for a proper routing workflow will be executed c) Administration and maintenance of workflow rules within a single management console d) Allow documentation about the rule created and capture the creator of the rule when it was publish and all allow future rule to be effective on a predefine future date e) Maintain version control of the rules created for future reference f) Defined rules define can be used in forms and workflow g) Display the approval status by level and inform the user the current level of approval with option to reject or i) Allow for email approval upon receipt of request for approval via email notification without login to system		
9.5	The system shall be able to support Form Designer features : a) Provide a facility (e.g. form builder) for authorized users to manage customized assessment/form templates without the need of a developer or coding b) Section within a form can be collapsible c) Support client side validation to improve data quality entered by user d) Build customise mobile form for both mobile and tablet e) Able to change is behaviour based on user input or selection. A conditional logic allow the user to see different option in the forms f) Store and display of Image(TIFF, JPG, PNG and etc.) and Document like MS Word, MS Excel and PDF g) Allow file Upload and download support single and multiple file. h) Capture photo from mobile and tablet and upload into to the system i) Feature to copy value from previous forms to current form. j) Centrally manage all custom build forms and any changes to the custom build form k) Maintain version control of the custom build form and allow roll back to the previous version		
9.6	The system shall be able to support the following Server hosting eg. Database, Web and Application servers, etc. requirements : a) Support any of these hosting platforms: 1. Vendor mange on Cloud, 2. Hosting on Cloud, 3. Hosting on-premise under virtualise environment b) Appointed Cloud Service Provider (CSP) must be at least Multi-Tier Cloud Computing Security (MTCS)-certified to SS584, be it Level 1, 2 or 3. c) Proposed Vendor and appointed CSP are certified under CSA STAR, SOC 2 Type 2, ISO27001, ISO27007, ISO27018, ISO 22301, OWASP ASVS, etc. d) Appointed CSP facility must be secured, properly managed and monitored 24x7x365. e) Dedicated fixed IP address for all servers with isolated Production, Test, UAT environment segregated via the firewall. f) Segregation of customers' data eg. access rights control between different customers. Uploaded data to be stored directly in database server g) Enforced with HTTPS and Secure Socket Layer certificate. h) The hosting environment must be protected with a next-generation firewall equipped with at least Anti-Virus, Anti-Spyware, Anti-Spam, Intrusion Prevention System and active i) All web based applications facing Internet and Intranet must have been pentested. j) Vendor will provides access to retrieve an export file of customer's data, content and application upon termination of contract or service. k) Support multiple operation environment that consist of multi environments eg. Test, UAT and Production region on separate host l) Provide proposed application architecture design using n-tier architecture and must be mobile responsive and support HTML5 m) System must run on HNF preferred database system MS SQL 2016 or higher n) Service or batch job accounts password must be hash or encrypted if it is stored in the service or batch job		

S/no	Requirement Specifications	Compliance Checklist	
		Responses* (MR/PR/NM/V)	Remarks
	o) Able to perform database replication to ensure the availability and robustness of the system p) Default system account password must be change with ownership of these account to be managed by HNF IT q) All database connection are to be connected via a local DB account which is assigned with minimum database privilege r) Provide DB services during implementation. DB administration activity and knowledge transfer are to be done prior project Go Live s) Bidder shall submit proposals based on two solutions i.e. a full cloud hosted solution and on premise solution. t) Bidder should include the advantages and disadvantages of these solutions and give recommendations to HNF for consideration. u) For cloud hosted solution, Bidder should indicate the Cloud Service Provider and whether it is a shared or dedicated solution. v) The solutions shall be offered with a recurring subscription fee on annual basis which should be included in the pricing template at Annex 3		
9.7	The system shall be able to support the following End User Computing requirements : a) Support Single Sign on using Microsoft Active directory b) Use HNF ADFS for user authenticate if the system is a Public Cloud SaaS solution c) Able to operate on minimum Windows 7 and above with Endpoint solution. d) Password of web browser cookies or batch job must be hash or encrypted if password is stored in the service or session e) Able to print all document using any commercially available printer f) Support and identify ownership of the software and middleware as required by participating vendor g) Provide login screen to allow user to gain access to the system.		
9.8	The system shall be able to support the following facility management requirements : a) Support 99.95% availability and automatic fail-over capability in event of major outage or disaster b) Provide Disaster Recovery capability with RTO of 4hrs and RPO of 2hrs c) Conduct annual Disaster Recovery Exercise and option to allow customer's resource to participate in the annual disaster recovery exercise and provide report of Disaster Recovery Exercise conducted within last 12 months. d) List out the programming technologies, language and tools used to developed the system. e) Periodic password change of all service account at least once every bi-yearly		
9.9	The system shall be able to support the following mobile device requirements : a) Able to run on a native apps on iOS and Android b) Able to support different mobile operating system and version eg. IOS, Android, etc.and mobile device agnostic c) Able to support on Mobile and Tablet with Single sign on using Microsoft AD d) Specify the feature and function available on Mobile/Tablet compare to the Laptop or desktop e) Able to support software such as Endpoint, Zoho MDM and Microsoft Intune running in the background		
9.10	The system shall be able to support the following information and data security requirements : a) Support AD Authentication Single Sign using Microsoft Active Directory b) Ensure all sensitive files or information required by the system is sufficiently protected and encrypted during data-in-transit and data-at-rest. c) All user account created including Admin account must be able to be uniquely identified. d) Default System account and admin account must be to be deactivated before Go Live e) Able to support password complexity i.e. passphrase or password must be minimum of 8 alphanumeric containing upper and lower case character, f) If user fail login after number of predefine number of time, the account is to be lock. g) Provide multi factor authentication on top of the MS AD authentication. h) Default system account password must be change with ownership of these account is manage by HNF IT i) Auto lock all account after dormant on predefine duration with exclusion list to exclude certain account to be lock j) Provide a facility for authorized users to perform access control to the system based on business and security requirements which include the following (without limitation): - Access to be granted to various user groups - Functional permission for workflow approval process - Multiple functional permissions per role and/or multiple roles per user id k) Provide a facility for authorised users to manage the various user roles l) Auto terminate inactive session and load the login page after a predefine duration and user must log again in order to continue accessing the system m) The system session ID must not be predictable n) All database connection must be drop when there is no activity and connected via a local DB account which is assigned with minimum database privilege o) All connection from and through the system must encrypted p) Provide audit trails to capture all activity done by all user. Which include, Insert, Update, Delete and Select		

S/no	Requirement Specifications	Compliance Checklist	
		Responses* (MR/PR/NM/V)	Remarks
	<p>q) Able to generated a report for</p> <ul style="list-style-type: none"> - All login attempt, includes no of retries, last logon and logout time, duration of the session - All activities done by admin user or super user - Access to confidential data - All dormant account based on a predefine period - Record that are hard deletion <p>r) The audit log should contain but not limited to</p> <ul style="list-style-type: none"> - running sequential no - person who access the record - date and time the record is access - detail of the access - mode of access (Insert, update, delete) <p>s) No user is able to make modification to the audit trail</p> <p>t) Able to archive and purge based on a predefined date. If the audit trail is archived the vendor must be able provide a mean to restore the audit trail</p> <p>u) Able to turn on or off specific table. All activity affected the table must be log include, Insert, Update, Delete and Select</p> <p>v) Provide a facility for authorized users to configure the access control and type of audit log to be captured</p> <p>w) All web service expose by the system authentication is required and bidder must proposed the method of authentication. The application must be enforced through SSL</p> <p>x) The system shall have a N-Tier Architecture. The Web, Application and Database can not be on the same server</p> <p>y) Hardening the hosting servers to be used by the system based on industrial best practice</p> <p>z) Ensure all unnecessary port and services is closed or removed and identify any network port required to be open all ports close by default</p> <p>aa) Provide release management policy on Proposed System i.e. frequency of hot fixes, services packs and new feature release</p> <p>ab) Improve efficient for support and trouble shooting, bidder shall proposed a method for remote support and administration</p> <p>ac) All services and batch job used by the system must run under least privilege account, hash or encrypted</p>		
10	Performance Requirement		
10.1	<p>The system should be able to provide or support the following requirements :</p> <p>a) Provide intuitive user experience and must be user friendly and intuitively design. All action must be mobile responsive and support HTML 5</p> <p>b) Provide reasonable response or refresh time during searching (<2secs), initial login (<10secs), loading of a Task list (<8secs), reload of Task list (<5secs), saving a record (<5 secs), auto refresh of task list (<2 secs), screen Transition (<2 secs), Extraction of data less than 1 month (<10 secs), Extraction of data less than 1 Year (<60 secs), Extraction of data less than 5 Years (< 60 secs)</p>		
11	UAT Test Plans and Training Sessions		
11.1	Vendor shall provide test plans and conduct all necessary UAT briefing and testing sessions.		
11.2	Vendor shall conduct training sessions for users on the usage of system, depending on the modules e.g. HR Administrators for all modules, Head of Departments for Leave, Performance Management and Learning Management modules, etc		

S/no	Requirement Specifications	Compliance Checklist	
		Responses* (MR/PR/NM/V)	Remarks
12	Software Support Plan		
12.1	Bidder shall submit the software support plan indicating, including but not limited to the following: a) Methods of contacts e.g. via phone, helpdesk, email, etc b) Availability of onsite support, change request support, discussion platform for issues resolution c) Response and resolution times d) Escalation Matrix		
12.2	Downtime maintenance should be planned in advance and to be agreed upon with HNF.		
13	Project Management		
13.1	The project is expected to be implemented over a 6-month period. Personal, Employment, Payroll, Leave and Claims Modules to go live by 1st April 2020. Learning and Performance Management Modules to go live not later than 30th June 2020. The Bidder is expected to submit a proposed Implementation Plan as part of the Tender Offer indicating the time schedule and sequence of events necessary for the delivery and provision of HRIS. To include change management during implementation.		
13.2	The project must be helmed by an experienced Project Manager to oversee, coordinate and guide the entire project management. This person is expected to be vendor's main point of contact should report to HNF's appointed staff throughout the project period. The Project Manager should have at least 3 years or more of relevant Project Management experience at customer environment.		
13.3	The Contract should remain in force for a period of two (2) years after its commencement.		

*Response	Definition
"MR" Meet requirements	The system and/or the required work fully meet all requirements without any customisation. Configuration with no additional cost is considered as meet requirements.
"PR" Partially meet requirements	The system and/or the required work is able to meet the requirements partially. Non-met requirements can be delivered with customisation. The extend of customisation should be indicated in the "Remarks" column, and the customisation should be included in the pricing template
"NM" No meet requirements	The system and/or the required work cannot fully meet the requirements
"V" Variations	The system and/or the required work does not meet the requirements but meet other requirements which are of a higher quality than the required specifications. Bidder shall provide details at the "Remarks" column.

Annex 5: Non-Disclosure Agreement

LETTER OF CONFIDENTIALITY

Date: _____

To: Bidders

Dear Sirs

1. **Introduction**

You have expressed an interest in being engaged to provide services to Home Nursing Foundation ("**HNF**") in connection with Human Resource Information System (HRIS) and Payroll solutions implementation at 93 Toa Payoh Central, #07-01 Toa Payoh Central Community Building, Singapore 319194 (the "**Engagement**"). In the course of the preparation for, and over the course of the Engagement, it is anticipated that HNF and/or its Representatives (as defined below) will provide Confidential Information (as defined below) to you and/or your Representatives. In consideration for and as a condition to HNF and/or its Representatives furnishing such Confidential Information to you and/or your Representatives, you agree and undertake to hold and keep the Confidential Information confidential pursuant to the terms of this letter of confidentiality (the "**Letter**").

2. **Confidential Information**

For the purposes of this Letter:

- (a) "**Confidential Information**" shall mean Personal Data and information which is proprietary or confidential in nature to HNF, or is marked proprietary or confidential, including but not limited to all information (whether transmitted orally, in writing, electronically or in any other form) and documents concerning HNF, its business, affairs, operations, assets, software, marketing plans, dealings, customers, patients, employees, officers and financial and other information of HNF, including without limitation, all information contained in, and documents enclosed with, any introductory document relating to the Engagement provided to you and/or your Representatives and the terms of this Letter.

"**Confidential Information**" does not, however, include information:

- (i) which at the time of disclosure to you or your Representatives is in the public domain;
 - (ii) which, after such disclosure, becomes generally available to the public other than by reason of breach of any of the provisions of this Letter;
 - (iii) which was lawfully in your or your Representatives' possession prior to such disclosure, as evidenced by you or your Representatives' written records and which was not acquired, directly or indirectly, from HNF; or
 - (iv) which is required to be disclosed by law, any competent court or any competent authority;
- (b) "**PDPA**" means the Personal Data Protection Act (No. 26 of 2012 of Singapore);
- (c) "**Personal Data**" has the meaning as defined under the PDPA;
- (d) "**Representative**" means, in relation to any person, such person's subsidiaries and related corporations and their respective directors, officers, employees, agents and advisers; and
- (e) "**subsidiary**" and "**related corporation**" shall have the meanings ascribed to them in Sections 5 and 6 of the Companies Act (Chapter 50 of Singapore).

3. **Undertakings**

In consideration of HNF agreeing to make available to you and/or your Representatives Confidential Information to assist you in performing your functions and duties under the Engagement, you, by your acknowledgement and consent to this Letter (signifying your unconditional acceptance of the terms of this Letter) hereby represent, undertake and acknowledge to and agree with HNF as follows:

- (a) you and your Representatives will not (directly or indirectly) now or at any time, permit or cause to be used, any Confidential Information for any purpose other than utilising the Confidential Information exclusively for the purpose of preparing for and carrying out your obligations under the Engagement;
- (b) you shall, and shall procure that each of your Representatives shall, keep the Confidential Information and any information relating to the Engagement in complete confidence;
- (c) you shall not, and shall procure that each of your Representatives shall not, without the prior written consent of HNF, at any time now or hereafter, directly or indirectly, disclose, copy, reproduce, distribute or supply the Confidential Information, in whole or in part, to any other person, or not use any of the Confidential Information, other than for the purpose of preparing for and carrying out your obligations under the Engagement, or use the same to secure a competitive advantage over HNF or cause, suffer or permit to be done any of the foregoing acts;
- (d) notwithstanding anything herein to the contrary, the Confidential Information may only be disclosed to such of the Representatives who are directly concerned with the Engagement on a strictly need-to-know basis with the prior written consent of HNF and who (prior to such disclosure) have read and understand the confidentiality obligations under this Letter. You shall remain liable for the actions or omissions of your Representatives in relation to any Confidential Information as if they were your actions or omissions;
- (e) no announcement of the Engagement or of any discussions, negotiations or other facts with respect to the Engagement or disclosure of any Confidential Information will be made or solicited by you or on your behalf at any time, whether to the public or otherwise, in any place, without the prior written consent of HNF;
- (f) without the prior written consent of HNF, neither you nor your Representatives will, directly or indirectly, initiate or accept or engage in any contact of any kind with the officers, employees, staff, consultants, advisers, clients and customers of HNF;
- (g) no right or license is granted to you or any of your Representatives in relation to any Confidential Information except as expressly set forth in this Letter;
- (h) the Confidential Information and any copies thereof shall remain the property of HNF and its disclosure shall not confer on you and/or your Representatives rights over the Confidential Information whatsoever beyond those contained in this Letter. Upon the termination or completion of the Engagement for whatever reason, or upon termination of this Letter, you and/or your Representatives shall not make further use of the Confidential Information. Subject to applicable laws, you shall, at the discretion of HNF and immediately on demand by HNF: (i) return, and/or procure to be returned, to HNF all Confidential Information in whatever form (whether prepared by or supplied to you and/or any of your

Representatives or on their respective behalf) in you or your Representatives' possession; and (ii) to the extent practicable, delete and remove all Confidential Information from any database or document retrieval system into which it has been placed. Upon the written request of HNF, you will provide a certificate signed by one of your directors to the effect that all Confidential Information has been returned in accordance with this paragraph and/or has been destroyed and/or removed from any database or document retrieval system into which it has been placed in accordance with this paragraph;

- (i) you acknowledge the competitive value and confidential nature of the Confidential Information and that damage could result to HNF if information contained therein is disclosed to any third party by you or any of your Representatives in breach of this Letter or used by you or any of your Representatives other than for the purpose of preparing for and carrying out its obligations under the Engagement. You further acknowledge that HNF shall be entitled to equitable relief, including an injunction, in the event of any breach or threatened breach of the provisions of this Letter and that you and your Representatives unconditionally agree to waive any rights which you may have to the granting of such relief and you shall not, and shall procure that none of your Representatives shall, oppose the granting of such relief;
- (j) no failure or delay by HNF in exercising any right, remedy, power or privilege under or pursuant to this Letter shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege by HNF. The rights provided in this Letter are cumulative and not exclusive of any rights or remedies provided by law;
- (k) while the restrictions contained in the foregoing paragraphs are considered by you to be reasonable in all circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen and accordingly, it is hereby agreed and declared that if any such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of HNF but would be valid if part of the wording thereof were deleted or the periods (if any) thereof were reduced or the range of activities or areas dealt with thereby were reduced in scope, the said restrictions shall apply with such modifications as may be necessary to make them valid and effective;
- (l) the Confidential Information shall be kept in a secure place at all times and shall be properly protected against theft, damage, loss or unauthorised access; and
- (m) you shall in requesting for Confidential Information make contact only with the following persons (or such other person as HNF may from time to time designate in writing) and not with any other officers or employees of HNF:

Name : Felicia See

E-mail Address : felicia.see@hnf.org.sg

Contact No : 6854 5501

Name : Rebacca Chua

E-mail Address : rebacca.chua@hnf.org.sg

Contact No : 6854 5509

- (n) all Confidential Information delivered to you and/or your Representatives is delivered "as is". You acknowledge that (i) HNF does not have any obligation to provide you with Confidential Information; (ii) HNF does not make any representation or warranty with respect to the accuracy or completeness of the Confidential Information; and (iii) HNF shall not be liable to you for any loss or damage resulting from the use of, or reliance on, any of the Confidential Information, except as otherwise agreed in writing between HNF and yourself for the Engagement.

4. **Personal Data Protection**

To the extent the Confidential Information contains any Personal Data, you and your Representatives shall only use the Confidential Information for the Engagement (the "**Permitted Purpose**") and no other purpose. You further agree and undertake to HNF that all of your Representatives and service providers accessing the Confidential Information in connection with the Engagement are aware of the Permitted Purpose and will not handle any Confidential Information in a manner exceeding the Permitted Purpose. You represent and warrant to HNF that you have at all times complied with and will continue to comply with the requirements of the PDPA in respect of the collection, use, disclosure and other handling of the Confidential Information. In the event that you and/or your Representatives collect, use or disclose the Confidential Information for any purpose outside of the Permitted Purpose, you and/or your Representatives acknowledge and agree that you do so at your own risk and shall be fully responsible for ensuring that all requirements at law relating to the PDPA (whether applicable to you and/or HNF) have been complied with.

5. **Term**

The Letter takes effect from the date on which you execute the Acknowledgement and Consent to this Letter and shall remain in full force and effect (notwithstanding the completion, abandonment or termination of the Engagement) unless terminated by our mutual agreement.

6. **Indemnity**

You irrevocably undertake to keep HNF and its Representatives fully and effectively indemnified against any and all losses, costs, damages, claims, demands, actions, proceedings, liabilities and expenses of whatsoever nature (including but not limited to all legal costs or attorney's fees on a full indemnity basis) that HNF and/or its Representatives may incur or suffer in connection with or arising from any breach (actual or alleged) of this Letter and/or any default by you of your obligations hereunder. The rights of HNF hereunder are in addition to (and not in substitution of) all other rights and remedies available to HNF either at law, in equity, under contract or otherwise, for such breach or threatened breach, including specific performance and recovery of monetary damages.

7. **Communications**

Each and every communication under this Letter shall be made in writing. Each and every communication to be delivered to you or HNF shall be sent to that party at the electronic mailing address or physical address (as the case may be) and marked for the attention of the person, from time to time designated by that party for the purpose of this Letter. The initial address and electronic mailing address of HNF are:

HNF

Address : Home Nursing Foundation, 93 Toa Payoh Central, Toa Payoh Central Community Building #07-01 S(319194)

E-mail Address : felicia.see@hnf.org.sg

Attention : Felicia See

Each and every communication made or given by one party to the other in accordance with this Clause shall be effected and deemed to be duly served:

- (a) if it is delivered by hand, when left at the address required by this Clause;
- (b) if it is sent by prepaid post (air-mail, if international), two (2) days after it is posted; or
- (c) if it is sent by electronic mail, on the day of despatch.

In proving such service, it shall be sufficient to prove that delivery by hand was made or that the envelope containing such notice or document was properly addressed and posted as a prepaid ordinary mail letter (or air-mail letter, as the case may be) or that the electronic mail confirmation indicates the transmission was successful.

8. Assignment

This Letter shall benefit and be binding on HNF and its successors and permitted assigns. You may not assign or transfer all or part of your rights and obligations under this Letter without the prior written consent of HNF.

9. Illegality

The illegality, invalidity or unenforceability of any provision of this Letter under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

10. Governing Law

This Letter shall be governed by, and construed in accordance with, the laws of Singapore. You agree to submit to the non-exclusive jurisdiction of the courts of Singapore.

Sincerely,

Name:
Title:
Home Nursing Foundation

ACKNOWLEDGEMENT AND CONSENT

Date : _____

To : Home Nursing Foundation
93 Toa Payoh Central
Toa Payoh Central Community Building, #07-01
Singapore 319194

Attention: Felicia See / Rebacca Chua

We refer to your letter dated _____ (the "**Letter**") and confirm our acceptance and agreement to the matters set out in the Letter. With regard to Clause 7 of the Letter, our initial address and electronic mailing address are as follows:

Address : _____

E-mail Address : _____

Attention : _____

Yours faithfully

Name:

Designation:

For and on behalf of