

Web Design / Development Proposal

Date: 04 May 2015

Prepared By: John Lee

Company: **COMMz Systems Pte Ltd**

Email: john@commz.com.sg

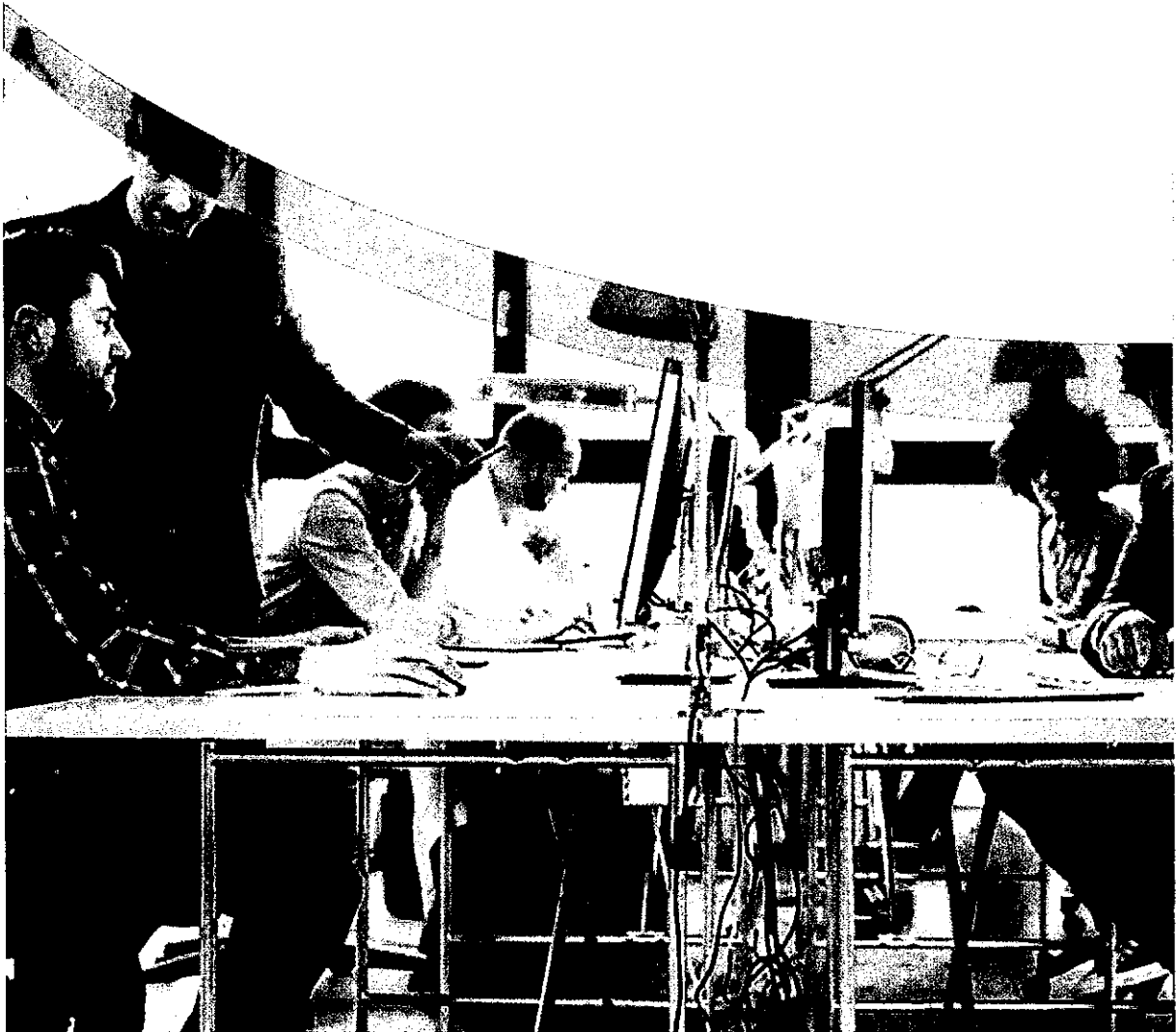
Tel: 9639-1297

Prepared For: Ms Elaine Ong

Company: Sysmex Asia Pacific Pte Ltd

Email: Ong.Elaine@sysmex-ap.com

Tel: 6221-3629



Introduction

COMMz Systems Pte Ltd (hereafter known as the Provider) is pleased to submit a proposal for the web site development for **Sysmex Asia Pacific Pte Ltd** (hereafter known as the Client). This proposal describes the technology, services, terms, and schedule for the web site development project.

In the digital age, a web site frequently serves as your business or organization's front entrance through which many customers will pass. Our mission is to provide you that customise platform to meet your needs for this project.

About Us

We have over 15years of experience in the programming field. We have a clear understanding of the web site development requirements, and we have the knowledge, skills and experience to successfully complete the web site project.

Tools and technologies

Web designers use a variety of different tools depending on what part of the production process they are involved in. These tools are updated over time by newer standards and software but the principles behind them remain the same. Web graphic designers use vector and raster graphics packages to create web-formatted imagery or design prototypes. Technologies used to create websites include standardized mark-up, which can be hand-coded or generated by WYSIWYG editing software. There is also proprietary software based on plug-ins that bypasses the client's browser versions. These are often WYSIWYG but with the option of using the software's scripting language.

Other tools web designers might use include mark up validators and other testing tools for usability and accessibility to ensure their web sites meet web accessibility guidelines.

Project Details

In order to develop a web site that fulfills all the goals of the web site development project, the proposed web development will take place in several distinct phases:

- Information Gathering / Planning
- Concept Design
- Development
- Review and Testing
- Acceptance and Project Completion

Web Design / Development Processes

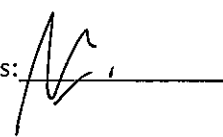
The web development project will be completed in the following way:

1. The Provider will assign a web project manager to oversee the project and serve as a single point of for project communication. The provider project team will also consist of additional web developers and other support staff members who will contribute as project requirements dictate.
2. Project work will generally take place at the Provider facilities, however the Provider project manager will coordinate regular on-site visits on Client premises for meetings, evaluations, observations, reviews, testing, and other project purposes as needed.
3. All project work will be in accordance with accepted best practices for web development.
4. This proposal only covers web site development. The Provider will be happy to provide another quotation to cover annual maintenance required for the web site or web server after the completion of this project.

Pricing

Development

S/N	DESCRIPTION	UNIT	TOTAL
1	Consultancy / Information Gathering	10hrs	
2	Design and Concept	40hrs	
3	<p>HTML / PHP Coding will be developed using CakePHP framework v2.6</p> <p><u>Backend - Admin Page</u> Admin Login Edit questionnaires **Support multi language input Generate up to 5 different reports</p> <p><u>Frontend</u> Selection of language Questionnaires input form Save input form to database</p> <p>** Client to self-admin / data input / language translation</p>	200hrs	
4	Review and testing	20hrs	
5	Acceptance and Project Completion		
	<p>Requirements</p> <ul style="list-style-type: none"> • HTTP Server with Apache. mod_rewrite enabled • PHP 5.2.8 or greater • MySQL (4 or greater) 		
	<p>Payments</p> <ul style="list-style-type: none"> • 50% upon confirmation • 30% upon review / testing • 20% upon 30days after handover 		
			SGD\$20,000

Initials: 

Additional Service

S/N	DESCRIPTION	UNIT	TOTAL
1	One time Professional Fee Setup of Linux or Window / Apache / MySQL 64 Bit Web server for Windows Apache : 2.4.9 MySQL : 5.6.17 PHP : 5.5.12	1	\$1,500
Final Total (subject to GST)			SGD\$21,500

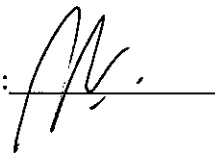
Others

S/N	DESCRIPTION	UNIT	TOTAL
1	After sale maintenance and support 3 months or up to 20hours whichever comes first - Reports format alteration - Web server troubleshooting and support		
2	Optional Annual Maintenance and support 12months or up to 50hours whichever comes first - Reports format alteration - Web server troubleshooting and support		\$4750

Remarks

1. The above quoted prices are in Singapore Dollars (unless stated otherwise).
2. The above quoted prices are valid for 14 days (unless stated otherwise)
3. The above quoted prices are subjected to prevailing GST rates.
4. The above quoted prices are subjected to changes without prior notice.
5. Services not listed or stated in this quotation will be considered as additional and out of scope of this quotation.
6. Prices exclude installation costs, on-site support & any other charges (unless stated).
7. A cancellation charge of 50% of the Final Total Price will be applicable upon any cancellation of orders.
8. This quote document contains confidential pricing information that is intended only for disclosure to the Client for which the pricing is provided.
9. No part of this document or its contents shall be reproduced, published or disclosed to a third party without prior written permission of **COMMz Systems Pte Ltd.**

Initials: _____



Deliverables

The Provider will deliver the following items during or at the conclusion of the software development project:

- 1) Fully functional and approved web site in the required language(s) uploaded to the clients designated server or purchased server from the Provider.

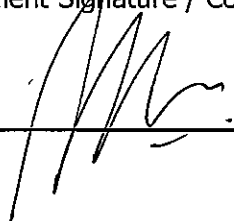
The timeline for project milestones and deliverables is listed in Table 1.

Table 1: Web Development Timeline

Milestone	Description	Complete
1.	Information Gathering / Planning	Jul 15 Aug 15
2.	Concept Design	Jul ~ Aug 15 Aug - Sep 15
3.	Development	Aug ~ Dec 15 Sep - Jan 16
4.	Review and Testing	Dec 15 Jan 16
5.	Final Revision and Acceptance	Dec 15 Jan 16

Signatures

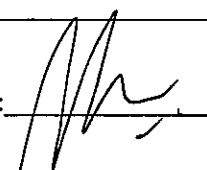
Client's signature below authorizes the Provider to begin work. If the information and terms in this proposal are to Client satisfaction and approval, kindly return a signed copy of this Project Proposal to Provider.

Provider Signature / Company Stamp	Provider Name	Date
Client Signature / Company Stamp	Client Name	Date
		5 Aug 2015

Development Details

S/N	DESCRIPTION
1	<p><u>BACKEND - ADMIN PAGE</u></p> <p>Admin Login - login by ID and Password</p> <p>Maintenance Module - User database 1) To allow create / edit / delete user account. 2) To allow created user account to login to backend admin portal.</p> <p>-Language database 1) To allow insert new language. Default language will be in English.</p> <p>-Country database 1) To allow insert of new country for Qn - <i>Where do you work?</i></p> <p>-Department database 1) To allow insert of new department for Qn - <i>Area of work place related department</i></p> <p>-Questionnaires database 1) To upload existing questionnaire questions. 2) Question can be enabled or disabled by checkbox. 3) Provision for additional questions in each section.</p> <p>-Message database 1) To allow user to update a popup alert message before start of questionnaire.</p> <p>-Other 1) To enable / disable frontend portal. 2) Export databases to excel.</p> <p>Reporting 1) To create report based on user requirements 2) All filter by year (last 2 or 3 year selection from drop down) 3) Other filtering method will further studied and normalise. 4) Open source chart library will be used to plot any charts / graphs</p>

Initials: _____



Terms and Conditions of Web Development

1. Definitions

The following Terms and Conditions document is a legal agreement between **COMMz Systems Pte Ltd**, hereafter "the Developer", and "the Client" for the purposes of website design or development. These Terms and Conditions set forth the provisions under which the Client may use the services supplied.

The Developer is an Internet web design provider offering the Client graphical design, HTML, CSS, Javascript, PHP, and other related computer programming languages.

2. Acceptance of Work

Quotations are valid for 14 days from date of issue.

When the Client places an order to purchase a website or website updates from the Developer, the order represents an offer to the Developer to purchase the website or website updates. No contract for the supply of services exists between Client and Developer until the Developer sends an invoice to the Client for payment. The invoice equals acceptance by the Developer (or third party supplier) of the Client's offer to purchase services from the Developer and this acceptance of work is a valid contract between Client and Developer regardless of whether the Client receives the invoice.

Any other services on the order that have not been included in the invoice do not form part of the contract. The Client agrees to check that the details of the invoice are correct and should print and keep a copy for their records.

The Developer is liable to withdraw from the contract at any time prior to acceptance.

Additional work requested by the Client that is not specified in the agreed quotation is subject to an additional quotation by the Developer on receipt of specification. If the work is needed as part of an existing project, then this may affect time scale and overall delivery time of the project.

The Client agrees that the standard development platform (Linux or Windows over apache web server) is an agreeable platform for development of the website and all acceptance testing will occur only on the standard development platform. The Client further agrees that any requests relating to hardware or software outside the standard development platform will be deemed additional work.

The Client agrees to provide any needed information and content required by the Developer in good time to enable the Developer to complete a design or website work as part of an agreed project.

Any work is subject to a minimum charge from SGD\$95/hr.

3. Permission and Copyright

Copyright of the completed web designs, images, pages, code and source files created by the Developer for the project shall be with the Client upon final payment ~~only by prior written agreement. Without agreement, ownership of designs and all code is with the Developer.~~

~~These terms of use grant a non-exclusive limited license so that the Client can use the design on one website on one domain name only. The Client is not permitted to use a design for more than one website without prior written agreement between the Client and the Developer.~~

~~The Client agrees that resale or distribution of the completed files is forbidden unless prior written agreement is made between the Client and the Developer.~~

The Client hereby agrees that all media and content made available to the Developer for use in the project are either owned by the Client or used with full permission of the original authors. The Client agrees to hold harmless, protect and defend the Developer from any claim or suit that may arise as a result of using the supplied media and content.

Subject to approval
The Client agrees that the Developer may include development credits and links within any code the Developer designs, builds or amends. If the Developer designs a website for a Client, then the Client agrees that the Developer may include a development credit and link displayed on the Client's website. If the Developer builds or amends a website for a Client, then the Client agrees that the Developer may include a development credit and link displayed on the Client's web page, which may be within the code but not displayed on a web browser if requested by the Client.

Subject to approval
The Client agrees that the Developer reserves the right to include any work done for the Client in a portfolio of work.

Subject to approval
The Client agrees to abide by the terms of any third party software or media included within any work done for the Client. Examples of this include, but are not limited to, Googlemaps, Media under the Creative Commons license, RSS feeds, Open Source GPL Software etc.

Initials: 

4. Material

The Developer reserves the right to refuse to handle:

Any media that is unlawful or inappropriate.

Any media that contains a virus or hostile program.

Any media that constitutes harassment, racism, violence, obscenity, harmful intent or spamming.

Any media that constitutes a criminal offence, or infringes privacy or copyright.

5. Domain names and Hosting

The Developer can, at its own discretion, but is not obliged to, offer domain name registration and hosting via a third party service.

The Client agrees that registration of a domain name does not provide endorsement of the right to use the name. The Client is responsible for ensuring they have due title to the domain name. The Developer holds no liability and the Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's registration of a domain name.

The domain name is registered in the Client's own name, with the address and contact details of the Developer. The Client should be aware that a domain name is registered with a third party and as such the Client shall agree to fully abide by the terms and conditions set out by the third party for such services.

The Client agrees to take all legal responsibility for use of third party domain name and hosting services and supply truthful details to the third party services.

The Client agrees that information submitted for registration of domain names is then available to the general public via the Whois system. However, Clients who are using their website for non-trading purposes may ask the third party registrar for their contact information not to be included in the Whois system.

The Client is liable to pay the Developer for any domain name registrations and the initial set-up of the hosting if included as part of the website build.

Any support relating to the domain name, hosting and email services is between the Client and the third party service.

Any other domain name and hosting services or costs not included by the Developer, including but not limited to further domain name registration fees, domain name transfer charges, yearly domain name renewals, hosting charges, yearly hosting renewals, hosting upgrades, extra disk space, bandwidth and any other related or hidden charges, are to be paid by the Client to the third party services.

The Client agrees to pay the domain name and hosting fees as soon as required by the third party. Any modifications needed to the domain name or hosting services are to be made between the Client and third party service.

The Client agrees that if at any time their contact details, including email address, change, it is their responsibility to contact the third party and update their contact details. Failure to do so may mean that renewal invoices for the domain name and hosting services are not received by the Client.

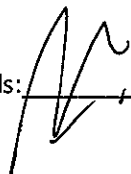
Payment for domain name and hosting services is to be made immediately on receipt of an invoice from the third party service. Failure to comply with the payment terms may result in the Client's domain name becoming available to another party and/or the website and email services becoming unavailable.

The Client agrees to pass on FTP details and any other access details relating to their domain name and hosting account that the Developer requires to upload the website if required as part of a project.

The Developer reserves the right without notice to cancel, reject or refuse work with domain names or hosting services without reason for such rejection or refusal.

The Client agrees to be liable for their use of the domain name, hosting and email services with the third party and hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material and use of the domain name, hosting and email services.

The Client agrees to take full responsibility for all usage of the domain name, hosting and email services and to fully abide by the terms and conditions set out by the third party for such services.

Initials:  _____

6. Projects

The Client agrees that an HTML page built from a graphic design may not exactly match the original design because of the difference between the display in design software and the rendering of HTML code by Internet browser software. The Developer agrees to try to match the design as closely as is possible when building the code.

During a website project it is important that the Client communicates information to the Developer to achieve the required result.

The Client agrees they are permitted a maximum of 4 hours of alteration on projects of S\$5000, with an additional 1 hour of alteration available per whole S\$2000 of cost after that, unless quoted otherwise. All alterations are to be requested in writing either by email or postal mail by the Client. After the allocated time for alterations is used up, either in design or coding, the Developer reserves the right to advise the Client of such and send a separate quotation to the Client and to request payment for any further alterations. The Developer reserves the right to request payment be received for further alterations before continuing work. Upon completion of agreed design, the Client is asked to confirm in writing by email or postal mail that the design and the screen size is signed off as complete and agree that any further design alterations are chargeable.

If the Client requests design or content alterations to pages that have already been completed, new pages or different functionality other than that specified in the original quotation, the Developer reserves the right to quote separately for these alterations.

If optimised pages are included as part of the project, the Developer will optimise the Client's web pages that already make up part of the project. Optimised pages is not creation of new pages. The optimisation of the web pages can include the meta tags, keywords, description, title, alt tags and text provided by the Client.

The Developer endeavours to create pages that are accessible to search engines. However, the Developer gives no guarantee that the site will become listed with search engines.

If an error or issue with the design or code arises during the project, which does not allow the design or code to match the original specification, then the Client agrees that the Developer can apply a nearest available alternative solution.

The Developer at all times applies reasonable skill and care in provision of services.

On request, the Developer can create a copy of the website on one CD to be posted to the Client on project completion. A small charge will be made to cover the cost of this, unless quoted otherwise.

Once the project is completed, the Developer will upload the website to the Client's live web address if included as part of a project.

After site completion, a Client or a third party of their choosing may wish to edit their website code themselves to make updates. However, the Client agrees that in so doing they assume full responsibility for any issues which occur as a result of changing the code themselves. If the Client or a third party of their choosing edits the website code and this results in functionality errors or the page displaying incorrectly, then the Developer reserves the right to quote for work to repair the website.

The Developer reserves the right to assign subcontractors in whole or as part of a project if needed.

The Developer will keep a copy of the site and design source files when a website project is being worked on. However, the Client agrees that it is their responsibility to have regular backups made by themselves or the third party hosting services in case of a software or hardware failure at the third party hosting servers.

All communications between Developer and Client shall be by telephone, email, Skype or postal mail, except where agreed at the Developer's discretion.

7. Accessibility & Web Standards

The Developer tests sites and templates to ensure they comply with WAI accessibility standards to Level A conformance at time of sale. Should the Client request that the Developer alter the site or templates to meet specific WAI accessibility guidelines, or if updated WAI accessibility guidelines were introduced after the site or templates were sold to the Client, the Developer reserves the right to quote separately for any additional work needed.

The Developer tests sites and templates to ensure they comply with W3C CSS standards as they are at time of sale. Should updated W3C CSS guidelines be introduced after the site or templates were sold to the Client, the Developer reserves the right to quote separately for any additional work needed.

The Developer tests sites and templates to ensure they comply with W3C HTML standards as they are at time of sale. Should updated W3C HTML guidelines be introduced after the site or templates were sold to the Client, the Developer reserves the right to quote separately for any additional work needed.

The Developer shall make every effort to ensure sites are designed to be viewed by the majority of visitors. Sites are designed to work with the standard development platform, which includes recent versions of the main browsers, Internet Explorer and Mozilla Firefox. The Client agrees that the Developer cannot guarantee correct functionality with all browser software across different operating systems.

Initials: _____

The Client agrees that, following handover of files, any updated software versions of the browsers detailed in the standard development platform, including the browsers Internet Explorer and Mozilla Firefox, domain name set-up changes or hosting set-up changes thereafter may affect the functionality and display of their website. As such, the Developer reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software, domain name or hosting changes.

The Client agrees that more advanced applications on a website page may require a newer browser version or plug-in.

8. Website Maintenance

Excluded Work: Items that are not covered by the Website Maintenance Contract include but are not limited to documentation, user manual, user training, graphic design, major flash script adjustments, creating new scripts of any kind, starting new web design projects, working outside of the original file structure or working outside of the original domain name.

9. Payment Terms

Prices are subject to change without notice.

All quoted prices are subjected to GST.

A deposit is required from the Client before any work is carried out. Deposit will be forfeited in the event of termination by the Client at any point of the project.

All invoices must be paid in full within 14 days of the invoice date, except where agreed at the Developer's own discretion.

The Developer reserves the right to decline further work on a project if there are invoices outstanding with the Client.

The Developer reserves the right to remove its work for the Client from the Internet if payments are not received.

10. Liability and Warranty Disclaimer

The Developer provides their website and the contents thereof on an 'as is' basis and makes no warranties with regard to the site and its contents, or fitness of services offered for a particular purpose. The Developer cannot guarantee the functionality or operations of their website or that it will be uninterrupted or error free, nor does it warrant that the contents are current, accurate or complete.

The Client agrees that the Developer is not liable for any bugs, performance issues or failure of their Cakephp framework software as Cakephp is open-source software distributed under the GPL ("GNU General Public License") and is maintained and developed by a community of thousands of users and developers. Any bugs, performance issues or failure with the software will be directed to the Cakephp community via cakephp.org.

The Client agrees that the Developer is not liable for any bugs, performance issues or failure of their Joomla software as Joomla is open-source software distributed under the GPL ("GNU General Public License") and is maintained and developed by a community of thousands of users and developers. Any bugs, performance issues or failure with the software will be directed to the Joomla Development community via joomla.org.

The Client agrees that the Developer is not liable for any bugs, performance issues or failure of their Wordpress software as Wordpress is open-source software distributed under the GPL ("GNU General Public License") and is maintained and developed by a community of thousands of users and developers. Any bugs, performance issues or failure with the software will be directed to the Wordpress Development community via wordpress.org.

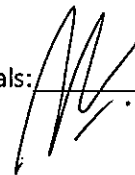
The Developer endeavours to provide a website within given delivery time scales to the best of its ability. However, the Client agrees that the Developer is not liable for any claims, losses, costs incurred or compensation due to any failure to carry out services within a given delivery time scale.

The Client agrees that the Developer is not liable for any failure to carry out services for reasons beyond its control, including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government, emergency on a major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

The Developer is not liable for any consequences or financial losses such as, but not limited to, loss of business, profit, revenue, contract, data or potential savings, relating to services provided.

On handover of files from Developer to Client, the Client shall assume entire responsibility in ensuring that all files are functioning correctly before use.

Initials: _____



Whilst every effort is made to make sure files are error free, the Developer cannot guarantee that the display or functionality of the web design or the website will be uninterrupted or error free. If, after handover of files, errors are found in code the Developer has created and the standard development platform, domain name set-up and hosting set-up are the same as when work began, then the Developer can correct these errors for the Client free of charge for a period of 3 months, after acceptance of the work. After the 3-month period, the Developer reserves the right to quote separately for any work involved in correcting an error.

If, after handover of files, errors are found in code the Developer has created and the standard development platform, or the domain name set-up or hosting set-up have been changed, the Developer can correct errors and reserves the right to quote separately for any additional work needed as a result of changes to the browser software, domain name set-up or hosting set-up.

Should the Client go into compulsory or involuntary liquidation or cannot pay its debts in the normal course of business, the Developer reserves the right to cancel forthwith any projects and invoice the Client for any work completed.

The Developer shall have no liability to the Client or any third parties for any damages, including but not limited to claims, losses, lost profits, lost savings, or other incidental, consequential, or special damages arising out of the operation of or inability to operate these web pages or website, even if the Developer has been advised of the possibility of such damages.

There are sometimes laws and taxes that affect Internet e-commerce. The Client agrees that it is their responsibility to comply with such laws and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet e-commerce.

The Developer may from time to time recommend to the Client that updates are needed to their site, including but not limited to new legislation compliance, software compatibility and web standards. The Developer reserves the right to quote for any updates as separate work. The Client agrees that the Developer is not liable for any failure to inform or implement these updates to their site. The Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, costs, losses and claims arising from omission to inform or implement these updates.

11. Indemnification

The Client agrees to use all Developer services and facilities at their own risk and agrees to defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, costs, losses and claims, including but not limited to legal fees against the Developer or its associates that may arise directly or indirectly from any service provided or agreed to be provided or any product or service sold by the Client or its third parties.

The Client agrees that this indemnification extends to all aspects of the project, including but not limited to website content and choice of domain name.

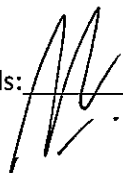
The Client also agrees to indemnify, hold harmless and defend, the Developer against any liabilities arising out of injury to property or person caused by any any product or service sold by the Client or any service provided or agreed to be provided or by third parties, including but not limited to infringement of proprietary rights, misinformation, infringement of copyright, delivery of defective services or products that are harmful to any company, person, business, or organisation.

12. Nondisclosure

The Developer and any third party associates agree that, unless directed by the Client, it will not at any time during or after the term of this agreement disclose any confidential information. The Client agrees that it will not convey any confidential information about the Developer to another party, unless directed by the Developer.

13. Privacy Policy

The Developer and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Personal Data Protection Act 2012 (PDPA). This information will also be used to identify the Client in communications with them and to contact the Client from time to time to offer them services or products that may be of interest to or benefit the Client.

Initials:  _____

14. Interpretation

The Developer reserves the right to terminate a project with a Client at any time without prior notification if it finds the Client in breach of these Terms and Conditions. The Developer shall be the sole arbiter in deciding what constitutes a breach. No refunds will be given in such a situation.

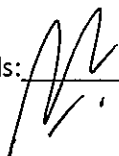
Where one or more terms of this contract are held to be void or unenforceable for whatever reason, any other terms of the contract not so held will remain valid and enforceable at law.

Any and all matters pursuant to this agreement are governed by Singapore Law and are under exclusive jurisdiction of the Singapore Courts.

This agreement shall be governed by the laws of Singapore which shall claim venue and jurisdiction for any legal motion or claim arising from this agreement. This agreement is void where prohibited by law.

By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.

The Developer reserves the right to alter these Terms and Conditions at any time without prior notice.

Initials:  _____