

PART 1
INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

- 1.1 All terms referred to in this Invitation to Tender shall have the meanings ascribed to them in the Conditions of Contract, unless otherwise defined herein or the context otherwise requires.
- 1.2 The principles of construction set out in Clause 1.2 of the Conditions of Contract shall apply to each document in this Invitation to Tender.

2. ELIGIBILITY

- 2.1 All persons or entities who are debarred from participating in public sector tenders are not eligible to participate in this Invitation to Tender. Where a Tenderer is debarred after the submission of its Tender Offer, the Tenderer shall not be considered for the award of this Invitation to Tender. If a Tender Offer is submitted without explicitly mentioning that the Tenderer is currently debarred, the School shall treat the submission of the Tender Offer as an express continuing declaration by the Tenderer that the Tenderer is in fact eligible to participate in this Invitation to Tender and, if such a declaration is discovered to be false, the School will be entitled to, at any time, rescind any contract entered into pursuant to such a Tender Offer without the School being liable therefor in damages or compensation.

3. SUBMISSION OF TENDER OFFER

- 3.1 The Tender Offer must be submitted as follows:
- (a) **Two [2] sets of hardcopy** document. One set is to be marked "Original" and the other set is to be marked "Duplicate". The copies shall be bound and clearly labelled at the bottom right hand corner as "Original" or "Duplicate" respectively.
 - (b) **One [1] set of softcopy** version in Read Only Electronic Storage Media.
 - (c) For the "Original" hardcopy document, please ensure:
 - (i) All pages of the Form of Tender must bear the official seal or rubber stamp of the Tenderer and initialled by the Tenderer's authorised representative.
 - (ii) All price schedules must be typewritten, bear the official seal or rubber stamp of the Tenderer and signed by a duly authorised agent or officer of the Tenderer.
 - (iii) All corrections or cancellations will not be accepted unless such corrections or cancellations are initialed by the Tenderer.

- (iv) All pages must be numbered.
 - (v) The “Original” hardcopy of Tender Document shall be deemed to be the official offer.
- 3.2 The Tenderer must submit clearly the itemised price schedules as stated in Part 5 – Schedule of Tender of this Invitation to Tender. Items against which no rate or price is entered or ‘INC’ (included) or ‘NIL’ is inserted by the Tenderer will not be paid for by the School when executed and shall be deemed to be covered by the other rates and prices in the Tender Documents. The Tenderer shall ensure that the rate and price for each item shall truly represent the full value of the item. All prices shall be in Singapore currency as all payments to be made under the proposed Contract shall be in that currency.
- 3.3 The sum shall include all incidental and contingent costs and expenses and no adjustment shall be made to the tender sum for any error.
- 3.4 The amount appearing as in Part 5 – Schedule of Tender shall be transferred to Part 4 – Form of Tender in Dollars and Cents, without any alteration or rounding off. The completed Part 4 – Form of Tender (including Part 4 – Form of Tender for any alternative offer) shall be submitted by the Tenderer as part of his Tender Offer, failing which his Tender Offer would be rejected.
- 3.5 If there is any discrepancy between the tender sum stated in the Part 4 – Form of Tender and the sum stated in the Part 5 – Schedule of Tender or other documents, the tender sum in the Part 4 – Form of Tender shall be taken as correct. If there is any discrepancy between the tender sum stated in words and in figures in the Part 4 – Form of Tender, the tender sum stated which tallies with the sum stated in the Part 5 – Schedule of Tender shall take precedence. If none of the sums stated tally, the tender sum in figures stated in the Part 4 – Form of Tender shall take precedence.
- 3.6 Tenderers shall submit their Tender Offers in accordance with the following mode of submission:

| Information or Document(s) in Tender Offer | Mode of Submission | Closing Date and Time (Singapore Time) |
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| Complete documents including any additional information required spelt forth in the tender documents. | These shall be submitted to the School in a sealed envelope labeled with: “TERM CONTRACT FOR SINGAPORE SPORTS SCHOOL LTD FOR (1) PROVISION OF CATERING SERVICES FOR A PERIOD OF THREE YEARS | 4 September 2023 (Monday) at 1300 hours sharp |

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| | <p>FROM 1 JANUARY 2024 TO 31 DECEMBER 2026 WITH AN OPTION TO EXTEND FOR ANOTHER THREE YEARS AND (2) OPERATION OF CAFÉ CUM BOOKSHOP FOR A PERIOD OF ONE YEAR FROM 1 JANUARY 2024 TO 31 DECEMBER 2024 WITH AN OPTION TO EXTEND ANNUALLY FOR UP TO A MAXIMUM OF FIVE YEARS (TENDER REFERENCE: 23/0007)”</p> <p>and delivered by hand to the Tender Box outside the General Office of Singapore Sports School Ltd, 1 Champions Way, Singapore 737913</p> | |
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- 3.7 Where Tender Offers are to be submitted using tender box, Tender Offers must be submitted in sealed envelopes. All documents and materials must be submitted into the tender box at the same time. It will be the responsibility of the Tenderer to ensure delivery of its Tender Offer into the tender box, which will be in a position accessible to the public. The School shall not be held responsible for putting Tender Offers received through the post into the correct tender box by the Closing Date and Time. The School will however convey Tender Offers received through the post into the tender box as soon as reasonably practicable. Postage must be pre-paid on all Tender Offers sent through the post.
- 3.8 The School shall have the right to reject Tender Offers not submitted in accordance with the mode(s) of submission specified in these Instructions to Tenderers.
- 3.9 Tender Offers forwarded by means other than those specified in the Instructions to Tenderers, including but not limited to facsimile, telex or telegram are not acceptable and will be rejected by the School.
- 3.10 The School shall not entertain any request made after the Invitation to Tender has closed for bid variation or submission of additional quotes for items left out in the original submission on any ground whatsoever. The Tenderer shall be solely responsible for all such omissions or errors in its Tender Offer.
- 3.11 Tender Offers delivered after the stipulated time on the closing date, from whatever cause arising will not be considered.

4. COMPLIANCE WITH INSTRUCTIONS

- 4.1 Any Tender Offer which is not submitted according to the instructions contained and in the form(s) prescribed in this Invitation to Tender, or which attempts to vary any provision of or which fails to fully comply with this Invitation to Tender, is liable to be rejected.
- 4.2 The Tenderer's Tender Offer may include alternative offer(s) which comply with this Invitation to Tender (including the Requirement Specifications).

5. TENDERING PERIOD

- 5.1 This Invitation to Tender shall be closed on the Closing Date and Time. "**Closing Date and Time**" means the date and time specified in Clause 3, or such other date and time as notified by the School from time to time. Tender Offers received after the Closing Date and Time shall be disqualified.

6. VALIDITY PERIOD

- 6.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period. "**Validity Period**" means a period of six (6) calendar months from the Closing Date and Time, or such longer period as may separately be agreed in writing between the Tenderer and the School.

7. WITHDRAWAL OF TENDER OFFER

- 7.1 No Tender Offer may be withdrawn after the Closing Date and Time. Any Tenderer who attempts to do so may, in addition to any remedy which the School may have against it, be liable to be debarred from future tenders.

8. ACCEPTANCE OF TENDER OFFER

- 8.1 The School shall be under no obligation to accept the lowest priced or any Tender Offer. The School shall normally not enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a tender.
- 8.2 The School may accept the whole or any part(s) of the Tender Offer as it may decide, unless the Tenderer expressly stipulates in its Tender Offer that certain parts of the Tender Offer are to be treated as indivisible. The prices shall be adjusted in accordance with the schedules of prices set out in the Tender Offer.
- 8.3 The issuance by the School of a Letter of Acceptance accepting the Tenderer's Tender Offer or part of the Tender Offer shall create a binding contract (to the extent accepted by the School) between the School and such Tenderer. The Conditions of Contract shall apply to such contract.

- 8.4 The Letter of Acceptance may be issued to the successful Tenderer's address as specified in its Tender Offer by hand, courier, post or electronic mail. Such issuance of the Letter of Acceptance by hand, courier, post or electronic mail shall be deemed effective communication of acceptance.
- 8.5 Notwithstanding the issuance of the Letter of Acceptance, the School may require the Tenderer to sign a formal agreement in respect of the Contract and the Tenderer shall do so without unnecessary delay. In the event that the Tender Offer is submitted by a duly authorised agent, the formal agreement is to be executed by its principal.
- 8.6 The School shall have the right to accept the Tender Offers of one or more Tenderers.

9. SAMPLES

- 9.1 Where this Invitation to Tender specifies that samples (e.g. of Goods or packages) shall be submitted as evidence of the type and quality of items offered in the Tender Offer, such samples shall be delivered at the site and by the time stipulated in this Invitation to Tender and shall be marked clearly with the tender number, item number and the name of the Tenderer. Where samples are required, failure to provide the required samples by the stipulated time and the required markings may render the Tender Offer liable to be rejected.
- 9.2 The Tenderer shall indicate, when submitting the samples, whether it wishes the samples to be returned. If no indication is given, the School shall not be obliged to return any sample to the Tenderer. Notwithstanding the above, risk of loss or damage to the samples shall at all times remain with the Tenderer and where the samples are to be subject to destructive testing, such samples shall not be returned to the Tenderer.
- 9.3 All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to the School shall be borne by the Tenderer.

10. SPECIFICATION, PATTERN, SAMPLE OR DRAWING

- 10.1 Any specification, pattern, sample or drawing specified in this Invitation to Tender will be available for inspection by the Tenderer at the address, date and time specified in this Invitation to Tender.

11. DEMONSTRATION OF CLAIMED CAPABILITIES

- 11.1 At the request of the School, the Tenderer shall, at its own expense, prepare and conduct locally, demonstrations or presentations to substantiate the Tenderer's capabilities as described in its Tender Offer.
- 11.2 The School is entitled to require the Tenderer to make available all necessary information and equipment to enable the Tenderer to demonstrate the claims in its Tender Offer.

12. LANGUAGE

- 12.1 The Tender Offer and all supporting data and all documentation to be supplied by the Tenderer shall be written in readily comprehensible English language.

13. EXPORT APPROVAL

- 13.1 The Tenderer shall indicate clearly whether there is any requirement for the School to furnish end-user certificates or statements. The Tenderer shall also indicate clearly in its Tender Offer if there is a need for the School to enter into separate agreement(s) with the Tenderer to satisfy export requirements of the Tenderer or any foreign government.

14. CONFIDENTIALITY

- 14.1 Except with the consent in writing of the School the Tenderer shall not disclose to any person (other than employees, servants and agents on a “need- to-know” basis for the purposes of preparing or submitting a Tender Offer or subsequent clarifications) this Invitation to Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the School.
- 14.2 The School may require an unsuccessful Tenderer to return or destroy any specifications, plans, drawings, patterns, samples or information issued by the School in connection with this Invitation to Tender.

15. OWNERSHIP OF TENDER DOCUMENTS

- 15.1 All documents submitted by the Tenderer in response to this Invitation to Tender shall become the property of the School. However, intellectual property in the information contained in the Tender Offer shall remain vested in the Tenderer. This Clause 15.1 is without prejudice to any provision to the contrary in any subsequent contract between the Tenderer and the School.

16. ALTERATION, ERASURES OR ILLEGIBILITY

- 16.1 Except for amendments to the entries made by the Tenderer itself which are initialled by the Tenderer, Tender Offers bearing any other alterations or erasures and Tender Offers in which prices are not legibly stated are liable to be rejected.

17. SCHOOL'S CLARIFICATIONS ON TENDERER'S TENDER OFFER

- 17.1 In the event that the School seeks clarification on any aspect of the Tenderer's Tender Offer, the Tenderer shall provide full and comprehensive responses within seven (7) days of notification.

18. TENDER OFFER

- 18.1 The Tenderer shall satisfy itself before tendering as to the correctness and sufficiency of its Tender Offer for the supply of the Goods and Services, and all matters and things necessary for the proper execution and completion of such supply, including any duty, custom and excise, licence, transport and insurance expense, regardless of whether such matters or things were specifically set out in this Invitation to Tender.
- 18.2 The Tenderer shall ensure that its Tender Offer is complete, and that the information in its Tender Offer is clearly visible without further action required by the School. In particular, the Tenderer shall ensure that all information in any softcopy or spreadsheet or other document is not hidden in rows or otherwise not visible. Any part of the Tender Offer that is not clearly visible without further action required by the School may be excluded from the Tender Offer and may not be considered in the evaluation of such Tender Offer.
- 18.3 The Tenderer shall be deemed to have been thoroughly acquainted by its own independent observations and enquiries as to all matters which can in any way influence its Tender Price.
- 18.4 The Tender Price shall be deemed to have included the delivery of all items and performance of all works and services to meet the requirements as specified in the Requirement Specifications irrespective of whether such items, works or services have been specifically listed or priced in the Tender Offer.
- 18.5 The Tenderer shall notify the School in writing of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the documents in this Invitation to Tender and seek clarification about the same from the School at least seven (7) days before the Closing Date and Time.
- 18.6 No oral representation shall be:
- (a) binding on the School; or
 - (b) construed as modifying or varying any of the provisions of this Invitation to Tender.

19. EXPENSE OF TENDERER

- 19.1 In no case will any expense incurred by the Tenderer in the preparation or submission of its Tender Offer or subsequent clarifications be borne by the School.

20. GOODS AND SERVICES TAX

- 20.1 The Tenderer shall not include in the rates and prices proposed in its Tender Offer, GST chargeable for the supply of goods or services required in this Invitation to Tender. All rates and prices quoted shall be exclusive of GST.

- 20.2 If the Contractor is a taxable person under the GST Act, the School shall reimburse the Contractor for any GST chargeable by the Contractor on the supply by the Contractor of goods and services provided pursuant to this Invitation to Tender.

21. GST REGISTRATION

- 21.1 The Tenderer shall declare its GST status in its Tender Offer. The Tenderer shall clearly indicate whether it is, or will be, a taxable person under the GST Act. The Tenderer shall furnish its GST registration number to the School, if available.
- 21.2 A Tenderer who declares itself to be a non-taxable person under the GST Act but which becomes a taxable person at any time thereafter shall forthwith inform the School of its change in GST status.

22. GOVERNING LAW AND JURISDICTION

- 22.1 All Tender Offers submitted pursuant to this Invitation to Tender and all matters arising out of this Invitation to Tender shall be governed by the laws of the Republic of Singapore.
- 22.2 Subject to any applicable written law, Clause 36 (Dispute Resolution) of the Conditions of Contract shall apply *mutatis mutandis* (with the necessary changes) to all disputes and claims arising out of or relating to this Invitation to Tender.

23. OWNERSHIP STATUS OF TENDERER

- 23.1 The Tenderer shall provide in its Tender Offer full information on:
- (a) the name and address of any person, company or corporation which Controls the Tenderer; and
 - (b) the number, percentage and class of shares held by such person, company or corporation.

24. SHORTLISTING TENDERERS

- 24.1 The School shall have the right to shortlist Tenderers in accordance with the criteria set forth in this Invitation to Tender, and give those so shortlisted the opportunity to submit new or amended Tender Offers on the basis of the School's revised requirements, in accordance with a common deadline.
- 24.2 Tender Offers received based on the firm and updated requirements shall form the basis of the final tender evaluation. The Tender Offers received in the final round shall be complete and comprehensive, and shall over-ride all Tender Offers previously submitted. The final Tender Offer shall not make references to previous Tender Offers.

All Tender Offers received in the previous rounds shall be treated as lapsed. Such final Tender Offers shall be submitted as instructed by the School.

25. CONSORTIUM

25.1 In this Invitation to Tender, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.

25.2 The following shall apply if a Tender Offer is submitted by a Consortium:

- (a) each member of the Consortium shall be a business organisation duly organised, existing and registered under the laws of its country of domicile;
- (b) no Consortium shall include a member who has been debarred from public sector tenders;
- (c) after the submission of the Tender Offer, any introduction of, or changes to, Consortium membership must be approved in writing by the School. Changes made without the School’s written approval may render the Tender Offer liable to be rejected;
- (d) the following documents must be submitted with the Tender Offer:
 - (i) a certified copy of the consortium or partnership agreement, signed by all members of the Consortium, the terms of which shall include the terms set out in Clause 22 (Consortium) of the Conditions of Contract;
 - (ii) **the Tender Offer is to be submitted by a member of the Consortium (“Lead Member”).** Documentary proof must be provided that the Lead Member is authorised by all members of the Consortium to submit and sign the Tender Offer, receive instruction, give any information, accept any contract and act for and on behalf of all the members of the Consortium. The documentary proof can be in the form of:
 - (A) relevant provision(s) in the certified copy of the consortium or partnership agreement; or
 - (B) certified copies of powers of attorney from each member of the Consortium;
- (e) information must be submitted with respect to:
 - (i) the legal relationship among the members of the Consortium;
 - (ii) the role and responsibility of each member of the Consortium; and
 - (iii) the address of the Consortium to which the School may send any notice, request, clarification or correspondence;

- (f) if the School issues a Letter of Acceptance to a Consortium:
 - (i) the Letter of Acceptance may be issued by hand, courier, post or electronic mail to the address of the Lead Member of the Consortium given in the Tender Offer;
 - (ii) the issuance by the School of a Letter of Acceptance shall create a binding contract on all the members of the Consortium;
 - (iii) each member of the Consortium shall be jointly and severally responsible to the School for the due performance of the Contract;
 - (iv) as and when requested by the School, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the School. Until the said formal agreement is prepared and executed, the Consortium's Tender Offer together with the School's Letter of Acceptance, shall constitute a contract binding on all the members of the Consortium; and
 - (v) in the event that any member of the Consortium withdraws from the Consortium or is wound up or dissolved, or is adjudicated as insolvent or bankrupt by a duly constituted judicial tribunal, or goes into liquidation in accordance with the laws of the country of incorporation, the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

26. CORRIGENDA TO INVITATION TO TENDER

- 26.1 The School shall have the right to amend any terms in, or to issue supplementary terms to this Invitation to Tender at any time prior to the Closing Date and Time.

27. DISCLAIMER AND LIMITATION OF LIABILITY

- 27.1 This Invitation to Tender may not contain all the information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. The School shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate.
- 27.2 The School shall not be liable for any loss of profit or indirect or consequential losses arising from or in connection with any failure by the School to comply with its legal obligations in conducting this Invitation to Tender, considering or evaluating any Tender Offer or accepting any Tender Offer. Any liability shall be limited to the costs of preparing and submitting the Tender Offer reasonably incurred by the Tenderer.

COMPENDIUM OF ADDITIONAL CLAUSES (INSTRUCTIONS TO TENDERERS)

A1. REGISTRATION WITH GRA

A1.1 Where this Invitation to Tender specifies evaluation criteria in terms of the financial category and supply category/head required for registration with any Government Registration Authority ("**GRA**"), namely the Ministry of Finance or the Building and Construction Authority, as the case may be:

- (a) the evaluation of such criteria will be delegated to the relevant GRA; and
- (b) Clauses A1.2 to A1.5 shall apply.

A1.2 Where a Tenderer's existing registration with a GRA specifies that the Tenderer has met particular criteria in relation to a particular financial category and supply category/head, the School will regard the Tenderer as having met the criteria specified in the registration for the financial category and supply category/head set out in the registration and in the manner set out in the registration.

A1.3 A Tenderer who, as at the time of submission of its Tender Offer, holds a valid registration from the relevant GRA specifying that it has met the criteria in relation to a particular financial category and supply category/head for this Invitation to Tender (a "**Valid Registration**"), must:

- (a) declare its registration status with the relevant GRA in the manner set out in this Invitation to Tender; and
- (b) ensure that its registration is valid from the time of submission of its Tender Offer until the time of evaluation and award of the Tender Offers.

A1.4 A Tenderer who does not hold a Valid Registration is advised to apply for the registration with the relevant GRA at the earliest possible opportunity and must declare its registration status in its Tender Offer. Such Tenderer should apply for registration with the relevant GRA through the GeBIZ website at <http://www.gebiz.gov.sg>. If the Tenderer's registration with the relevant GRA is still pending at the time of submission of its Tender Offer, the Tenderer shall:

- (a) enclose a copy of the receipt for registration fee issued by the GRA(s) with its Tender Offer; and
- (b) ensure that it holds a Valid Registration as at the time of evaluation and award of Tender Offers.

A1.5 If a Tenderer does not hold a Valid Registration as at the time of evaluation or award of the Tender Offer, the School shall have the right to:

- (a) not consider or evaluate the Tenderer's Tender Offer; and

- (b) not accept the Tenderer's Tender Offer.