

**PART 1 - SECTION A**  
**INSTRUCTIONS TO TENDERERS**

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## 1. INTERPRETATION

- 1.1 All terms referred to in this Invitation to Tender shall have the meanings ascribed to them in Part 1, Section B (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 Part 1, Section B (Conditions of Contract) shall apply to each document in this Invitation to Tender.

## 2. REGISTRATION WITH GRA

- 2.1 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 -
- (a) the evaluation of such criteria will be delegated to the GRA; and
  - (b) Clauses 2.2 to 2.6 shall apply.
- 2.2 Where a Tenderer's existing registration with the 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.
- 2.3 A Tenderer who, as at the time of submission of its Tender Offer, holds a valid registration from the 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 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.
- 2.4 A Tenderer who does not hold a Valid Registration shall apply for the registration with the GRA at the earliest possible opportunity and must declare its registration status in its Tender Offer. Such Tenderer should apply for registration with the GRA through the Government Electronic Business (“**GeBIZ**”) website at <http://www.gebiz.gov.sg>. If the Tenderer’s registration with the 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 the tender.

- 2.5 If a Tenderer: (a) does not hold a Valid Registration, or (b) holds a Valid Registration but no longer meets the GRA's requirements for such Valid Registration, in each case as at the time of evaluation or award of the tender, the School shall have the right to:
- (i) not consider or evaluate the Tenderer's Tender Offer; and
  - (ii) not accept the Tenderer's Tender Offer.
- 2.6 The Tenderer shall meet the requirements for registration under **EPU/CMP/10** Computer Related Hardware, Software and Services Supply head with a financial limit of **S6** or above (i.e tendering capacity of at least S\$3,000,000).

### 3. ELIGIBILITY

- 3.1 All persons or entities who are currently 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 shall 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.

### 4 SUBMISSION OF TENDER OFFER

- 4.1 Tenderers shall submit their Tender Offers in accordance with the following mode(s) of submission:

Information or document(s) in tender offer	Mode of Submission	Closing Date (Singapore time)
Complete tender documents including any additional information required spelt forth in the tender documents.	This shall be submitted to the School in a sealed envelope labeled with:  "TENDER FOR DESIGN, SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF NETWORK INFRASTRUCTURE FOR SINGAPORE SPORTS SCHOOL	29 July 2025 (Tuesday) at 1300 hours sharp

	INCLUDING PROVISION OF COMPREHENSIVE NETWORK MAINTENANCE SERVICES FOR A PERIOD OF THREE YEARS FROM DATE OF SUCCESSFUL COMMISSIONING WITH OPTION TO EXTEND FOR TWO ADDITIONAL YEARS (TENDER REFERENCE: 25/0008)”	
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#### 4.2 Interionally Left Blank

#### 4.3 Where Tender Offers are to be submitted using tender box, Where the Instructions to Tenderers specifies Tenders are to be submitted using tender box:

- (a) The Tender must be submitted in one (1) set of hardcopy. 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 versions in Read Only Electronic Storage Media;
- (c) For the “Original” hardcopy document, please ensure:
  - i. All pages of the Form of Tender must be initialed by the Tenderer's authorised representative.
  - ii. All price schedules must be typewritten 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 the Tender Document shall be deemed to be the official offer.
- (d) The Tenderer must submit clearly the itemised price schedules as stated in Part 3 – Form 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 Organisation 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;

- (e) The sum shall include all incidental and contingent costs and expenses and no adjustment shall be made to the tender sum for any error;
- (f) The completed Part 5 – Form of Tender (including Part 5 – 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;
- (g) INTENTIONALLY LEFT BLANK
- (h) Tender Offers must be submitted in sealed envelopes. The envelope should have on its top left-hand:
  - i. the tender number;
  - ii. the Closing Date and Time of the tender;
  - iii. the tender box number (if any) to which the Tender Offer must be delivered; and
  - iv. the name and address of the Tenderer.
- (i) All documents and materials must be submitted into the tender box at the same time.

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.

4.4 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.

4.5 Intentionally Left Blank

4.6 The Tender Offer must include:

- (a) the Form of Tender fully completed; and
- (b) an address where any notice, request, waiver, consent or approval required to be sent to the Tenderer in connection therewith can be directed to.

## 5. COMPLIANCE WITH INSTRUCTIONS

- 5.1 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.
- 5.2 The Tenderer's Tender Offer may include alternative offer(s) which comply with this Invitation to Tender (including the Requirements Specification).
- 5.3 Subject to compliance with **Clause 5.2**, the Tenderer may submit alternative offer(s) which include qualifications or variations to any provision of this Invitation to Tender or which do not fully comply with the Requirements Specification.
- 5.4 Intentionally Left Blank
- 5.5 Failure to comply with Clause 5.2 may render the Tender Offer (including all alternative offers) liable to be rejected.

## **6. VALIDITY PERIOD**

- 6.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period on the terms stated in the Tender Offer. "**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 public sector tenders.

## **8. INTENTIONALLY LEFT BLANK**

## **9. UNDERTAKING BY OEM OR SOFTWARE PROPRIETOR**

- 9.1 The Tenderer, if it is not the manufacturer of the hardware, software or other items in the Solution, shall obtain and submit together as part of the Tender Offer, the relevant undertaking set out in Schedule 7 of Part 1 Section B (Conditions of Contract) from the Original Equipment Manufacturer ("OEM") or Software Proprietor to be executed in favour of The School to guarantee supply of spare parts or support or both in accordance with the period specified in the undertaking.

## **10. TENDER PRICE**



- 10.1 The Tenderer shall quote in Singapore Dollars in its offer the all-in firm prices for the items of its proposed Solution and Services based on the payment terms specified in **Clause 4 of Part 1 Section B (Conditions of Contracts)**.
- 10.2 The quote shall:
- a) itemise the price of the items which comprise the Solution and the Services in the format provided in Part 3 (Guidelines for Tenderers);
  - b) include all the items of Hardware and Software which are required for the operation of the Solution so that the Solution will provide the facilities and functions set out in the Requirement Specifications;
  - c) include maintenance and support services for the Hardware and Software during the Solution Warranty Period.
- 10.3 Subject to **Clause 26** of Part 1, Section B (Conditions of Contract), the prices quoted by the Tenderer in its Tender Offer shall be held firm for a period commencing from the award of the Contract and expiring **Twelve (12)** calendar months after the Commissioning Date of the System. During this period The School may purchase additional items, equipment or services whose prices are itemised at the price quoted in the Tender Offer.

## **11. GOODS AND SERVICES TAX**

- 11.1 The Tenderer shall not include in the rates and prices proposed in its Tender Offer, the Goods and Services Tax ("GST") chargeable for the supply of goods, services or works required in this Invitation to Tender. All rates and prices quoted shall be exclusive of the GST.
- 11.2 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, services or works provided pursuant to this Invitation to Tender.

## **12. GST REGISTRATION**

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

## **13. TENDER OFFER**

- 13.1 The Tenderer shall satisfy itself before tendering as to the correctness and sufficiency of his Tender Offer for the provision of the Solution and Services and all matters and things

necessary for the proper execution and completion of such supply including any duty, customs and excise, licenses, transport and insurance expenses, regardless of whether such matters or things were specifically set out in this Invitation to Tender.

- 13.2 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.
- 13.3 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.
- 13.4 The Tender price shall be deemed to have included the delivery of all items to meet the requirements as specified in **Part 2** irrespective of whether such items have been listed or priced in the Tender Offer. No requirements specified in **Part 2** shall be excluded unless explicitly stated by the Tenderer.
- 13.5 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.
- 13.6 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.
- 13.7 The Tenderer shall not propose any software for the Solution that would reach its End of Life or End of Support before the end of Solution Warranty Period.
- 13.8 The Tenderer shall provide all product roadmaps of software proposed for the Solution in the Tender Offer, where applicable. The product roadmaps provided to The School shall include the upgrade path of the software and where available, the scope of the upgrades and the general timelines for the upgrades.

## 14. COMMISSIONING DATE

- 14.1 The Tenderer shall include in its Tender Offer, a programme for the delivery, installation and commissioning dates of the Solution, Hardware and Software and the length of time required for the whole project to be commissioned from the date of issue of Letter of Acceptance of the Tender.

**15. DOCUMENTATION**

- 15.1 The Tenderer shall supply and deliver full and comprehensive documentation on all aspects of the Solution including documentation to be used for planning, design, installation, operation, maintenance, administration, training and quality assurance purposes. The Tenderer shall list out the documents to be provided.
- 15.2 During Tender evaluation, the Tenderer shall supply **one (1) copy** of the full documentation on request by The School. Where any part of the documentation is not available, the Tenderer shall list them out.
- 15.3 All key documentation shall be supplied on or before delivery of the Solution. The Tenderer shall also submit a delivery schedule in its Tender Offer.

**16. INTENTIONALLY LEFT BLANK****17. INTENTIONALLY LEFT BLANK****18. LANGUAGE**

- 18.1 The Tender Offer and all supporting data and all documentation to be supplied by the Tenderer shall be written in easily comprehensible English Language.

**19. INTENTIONALLY LEFT BLANK****20. CONFIDENTIALITY**

- 20.1 Except with the prior 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.
- 20.2 The School may require an unsuccessful Tenderer to return or destroy any specifications, plans, drawings, patterns, samples or instructions issued by The School in connection with this Invitation to Tender.

**21. OWNERSHIP OF TENDER DOCUMENTS.**

- 21.1 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 is without

prejudice to any provisions to the contrary in any subsequent contract between the Tenderer and The School.

## **22. ALTERATION, ERASURES OR ILLEGIBILITY**

- 22.1 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.

## **23. SCHOOL'S CLARIFICATIONS ON TENDERER'S TENDER OFFER**

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

## **24. EXPENSE OF TENDERER**

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

## **25. NOTIFICATION**

- 25.1 Notification will not necessarily be sent to unsuccessful Tenderers by the Government.

## **26. GOVERNING LAW**

- 26.1 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.
- 26.2 Subject to any applicable written law, Clause 50A (Dispute Resolution) of Part 1, Section B (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.

## **27. INTENTIONALLY LEFT BLANK**

## **28. EXPERIENCE OF TENDERER**

- 28.1 The Tenderer shall provide full information on its capital resource, manpower resource, assets, production capacity and technical tie-up with any country or manufacturer, and shall submit such information together with the Tender Offer to enable the School to ascertain its capacity to fulfil the proposal.

- 28.2 The Tenderer shall provide a brief write-up of its business activities for business operations in Singapore or if this is not available, business operations in other parts of the world.
- 28.3 The Tenderer shall enclose copies of his company annual reports for the last **three (3)** years.
- 28.4 (a) The Tenderer or, where a person is submitting the Tender Offer as an agent, the person's Principal, shall furnish full particulars including names of organisations which have been supplied with its offered products as well as quantities supplied within the last **two (2)** years.
- (b) The Tenderer must submit all names and particulars of its personnel assigned to the contract for vetting by the School.

## **29. MANUFACTURE**

- 29.1 The Tenderer shall, if applicable, state the country of origin, place of manufacture and the registered name and address of the manufacturer of the Solution in its Tender Offer.

## **30. CANVASSING**

- 30.1 Canvassing shall render the Tender invalid. In the event of any canvassing being discovered after the acceptance of Tender Offer, the School shall be entitled to rescind any contract made pursuant to this Invitation to Tender without being liable to pay any damages or compensation arising therefrom.

## **31. ACCEPTANCE OF TENDER OFFER**

- 31.1 The School shall be under no obligation to accept any Tender Offer.
- 31.2 When accepting the Tender Offer, the School may, unless the Tenderer expressly stipulates in its Tender Offer that certain parts of the Tender Offer are to be treated as indivisible:
- (a) exclude Maintenance Services from the Contract; or
- (b) **accept the whole or any part(s) of the Tender Offer,**
- and the prices shall be adjusted in accordance with the price breakdown in the schedule of prices set out in the Tender Offer.
- 31.3 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. Part 1, Section B (Conditions of Contract) shall apply to such Contract.

31.4 A Letter of Acceptance may be issued to the successful Tenderer:

- (a) INTENTIONALLY LEFT BLANK
- (b) by hand or by post to the successful Tenderer at the address as specified in its Tender Offer;

Such issuance of the Letter of Acceptance by GeBIZ, hand or post shall be deemed to be effective communication of acceptance.

31.5 Notwithstanding the issuance of the Letter of Acceptance, the School may require the Tenderer to sign a formal agreement in respect of the Contract in the form set out in **Schedule 3 of Part 1, Section B (Conditions of 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.

31.6 The School shall have the right to accept the Tender Offers of one or more Tenderers and the right to award different parts of the Contract to different Tenderers.

## **32. OMISSIONS OR ERRORS**

32.1 The Tenderer is advised to study this Invitation to Tender very carefully before finalising its Tender Offer for submission. The onus is on the Tenderer to ensure that a complete Tender Offer is submitted in accordance with the terms of this Invitation to Tender.

32.2 The School shall be under no obligation to entertain any request made after the Closing Date and Time for the variation of a Tender Offer or the submission of additional quotes for items left out in the original submission on any ground whatsoever.

32.3 The Tenderer shall be solely responsible for all such omissions or errors.

## **33. INVALID TENDER OFFERS**

33.1 Tender Offers received after the Tender closing date and time shall be disqualified.

## **34. COPYRIGHT**

34.1 The School reserves to itself all copyrights in this Invitation to Tender.

## **35. DEMONSTRATION OF CLAIMED CAPABILITIES**

- 35.1 At the requires of the School, the Tenderer shall at its own expense, prepare and conduct locally, demonstrations or presentations to substantiate the Solution's capabilities as described in its Tender Offer.
- 35.2 The School is entitled to require the Tenderer to make available all the necessary information and equipment to enable the Tenderer to demonstrate the claims in its Tender Offer.
- 35.3 The Tenderer shall make available one or more sets of the proposed Solution for the purpose of evaluation and shall do so during demonstrations or presentations if required by the School.
- 35.4 At any time after the submission of the Tender Offer, the Tenderer shall, at the request of the School, at its own expense prepare and conduct benchmark tests in Singapore (where possible) to substantiate the capabilities of its proposed Solution.
- 35.5 The School may supply the data to be used by the Tenderer for any benchmark test.

### **36. AGENCY**

- 36.1 A person who is submitting a Tender Offer on behalf of its principal must submit an irrevocable Power of Attorney from its principal, properly notarised, duly authorising it to submit the Tender Offer on its principal's behalf. Failure to do so will invalidate its Tender Offer.
- 36.2 If a person submits a Tender Offer on behalf of his principal, the provisions in this Invitation to Tender which relate to the Tenderer's capability to provide the Solution and Services shall be read to refer to the capability of the person's principal.

### **37. SECURITY DEPOSIT**

- 37.1 The successful Tenderer may be required to provide a Security Deposit in accordance with the Conditions of Contract.

### **38. OPTION FOR MAINTENANCE**

- 38.1 The Tenderer must also include in its Tender Offer, grant an option to the School for the support and maintenance of the Solution commencing from the expiry of the Solution Warranty Period for the Life Span of the Solution. The Tenderer's attention is drawn to **Part 1, Section C** (Conditions of Software and Hardware Maintenance and Support).

### **39. ADDITIONAL CONDITIONS**

- 39.1 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.

39.2 Any additional information or clarification of any part of the Tender Offer submitted in writing by the Tenderer prior to the Closing Date and Time which do not derogate from the School's rights under the terms and conditions specified and implied in **Part 1** shall, if accepted by the School in writing, form part of the Tenderer's Tender Offer and, if the Tender Offer is accepted by the School, shall become part of the Contract.

39.3 No action or communication by the School or the Tenderer pursuant to this **Clause 39** shall have the effect of revoking or invalidating the Tenderer's original Tender Offer.

#### **40. ACCEPTANCE TEST PROCEDURES**

41.1 The Tenderer must submit in its Tender Offer, Acceptance Test Procedures, in accordance with **Clause 22** and **Schedule 6** of Part 1, Section B (Conditions of Contract).

#### **41. ENQUIRIES**

41.1 Where a Tenderer has any enquiries on any aspect of this Invitation to Tender or wishes to request an extension to the tendering period, it shall write to the School at least seven (7) days before the Closing Date and Time.

#### **42. PAYMENT THROUGH INTERBANK GIRO**

42.1 The Tenderer shall indicate clearly in its Tender whether it wishes to be paid by Interbank GIRO if its Tender Offer is accepted by the School.

42.2 If the Tenderer indicates that it wishes to be paid by Interbank GIRO, it shall provide the School with the following information in its Tender Offer:

- (a) the Name of Bank used by Tenderer; and
- (b) the Tenderer's Bank Account Number.

42.3 All bank charges associated with payment by Interbank GIRO shall be borne by the Tenderer.

#### **43 TENDER BRIEFING**

43.1 A Tender briefing will be held on **27 June 2025** at **2pm** at the **Singapore Sports School Ltd, 1 Champions Way, Singapore 737913, AVA Theatre** for all Tenderers.

43.2 Tenderers are required to confirm their attendance with **Colin Soh** by email which must arrive on or before **26 June 2025**. Tenderers shall indicate the number of people attending the briefing, their name and designations.

#### **44. INTENTIONALLY LEFT BLANK**



## 45. CONSORTIUM

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

45.2 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 this 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 [57 (Consortium)] of Part 1, Section B (Conditions of Contract);
  - (ii) **The Tender Offer is to be submitted by a member of the Consortium (“Lead Member”)**. Documentary proof 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 must be provided. The documentary proof could be in the form of:
    - (1) relevant provision(s) in the certified copy of the consortium or partnership agreement, or
    - (2) certified copies of powers of attorney from each members 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 through GeBIZ or handed to or posted 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.

#### **46. SHORTLISTING TENDERERS**

- 46.1 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.
- 46.2 The 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 override all Tender Offers previously submitted. The final Tender Offer shall not make references to previous Tender Offers. All the Tender Offers received in the previous rounds shall be treated as lapsed. Such final Tender Offers shall be submitted as instructed by the School.

#### **47. DISCLAIMER AND LIMITATION OF LIABILITY**

- 47.1 This Invitation to Tender may not contain all the information which Tenderers may require. Tenderers should therefore make their own enquiries 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.
- 47.2 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 as reasonably incurred by the Tenderer.