

PART I

Instructions to Tenderers

FAS/MKTG/2019/07/05

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INSTRUCTIONS TO TENDERERS

The information and requirements set forth in this section are intended to assist Tenderers to prepare a complete Contract Tender Offer. All Tenderers shall be required to study this document thoroughly to ensure full compliance with all requirements and carefully scrutinize the prepared submissions for errors and omissions before tendering. This document shall form an integral part of the Contract.

1. DEFINITIONS

- 1.1 Throughout this Invitation to Tender and any resultant Contract, unless the context otherwise requires, the following definitions shall apply:
- a) "Closing Date" means the date stated in the Cover Page for the submission of Contract Tender Offers.
 - b) "Conditions of Contract" means all terms and conditions in the Conditions of Contract and also includes such clauses from the Compendium of Additional Clauses as will form part of the Contract.
 - c) "Contract" means any resultant contract and its Annexes between the FAS and the successful Tenderer.
 - d) "Contractor" means the successful Tenderer.
 - e) "Contract Tender Offer" means the offer submitted by the Tenderer to perform the Contract Works in response to the Invitation to Tender.
 - f) "FAS" means the Football Association of Singapore.
 - g) "Goods and/or Services" means the supply, delivery and provision of [*insert nature of goods and/or services*] as more particularly described in the Specifications, Requirements & Evaluation Criteria included in Part III of the Tender Documents.
 - h) "Invitation to Tender" means the invitation to participate in this Tender and comprises:
 - (i) the Tender Documents;
 - (ii) any other documents and forms enclosed;
 - (iii) all documents referred to in the Tender Documents but not issued to Tenderers; and
 - (iv) any Corrigendum.
 - i) "Specifications" mean all general and technical specifications and requirements and other documents set out in Part III of the Invitation to Tender, including any modifications or additions as may be from time to time issued or approved by the FAS.
 - j) "Tenderer" means a person, firm or company, or his permitted assigns thereof, offering to provide the Goods and/or Services, and shall be deemed to include two or more persons, firms or companies if appropriate.
 - k) "Tender Documents" means all documents forwarded to the Tenderer as part of the Invitation to Tender inclusive of (but not limited to) the Cover Page, Instructions to Tenderers, Form of Tender, Conditions of Contract, Requirements, Specifications & Evaluation Criteria and any other documents and forms enclosed.
 - l) "Tender Price" means the price for the Goods and/or Services submitted by Tenderers pursuant to the Invitation to Tender as part of their Contract Tender Offers.

Words importing the singular only also include the plural and the masculine includes the feminine and vice-versa where the context requires.

Save as set out above, all other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

2. ELIGIBILITY

- 2.1 Any company or business which is suspended or debarred from participating in Government tenders is not eligible to participate in this Invitation to Tender. Where a company or business is suspended or debarred after the submission of its Contract Tender Offer, the company or business shall not be considered for the award of this Invitation to Tender. If a Contract Tender Offer is submitted without explicitly mentioning that the Tenderer is currently debarred, the FAS shall treat the submission of the Contract Tender Offer as an express continuing declaration by the Tenderer that the Tenderer is in fact eligible to participate in this Tender and, if such a declaration is discovered to be false, the FAS shall be entitled to rescind any contracts entered into pursuant to such a Contract Tender Offer, without the FAS being liable to the Tenderer therefore in damages or compensation.

3. SUBMISSION OF TENDER

- 3.1 Tenderers shall submit **one soft copy** of their tenders in accordance with the following mode(s) of submission:

Mode of Submission	Documents to be Submitted	Closing Date/Time
tenders@fas.org.sg	1. Particulars of Tenderer Form 2. Tender Form 3. Schedule to Tender Form 4. Declaration 5. Supporting Documents	[07 August 2019] / [12pm] Singapore Time

- 3.2 Tenderers shall ensure that the information and documents required to be submitted as part of the Contract Tender Offer under the Tender Documents are duly completed and signed. Tenderers shall also ensure that such documents are completed and submitted in accordance with the requirements in Clauses 3.1 above.
- 3.3 Where the Instructions to Tenderers specify that a particular document is to be submitted by softcopy, the FAS shall be entitled to rely on the use or entry of the prescribed Security Device by the Tenderers or its representative(s) as the authorized signature of the Tenderer, as conclusive evidence of the authenticity of the submitted document and the authority of the originator of the submitted document.
- 3.4 The FAS reserves the right to reject Contract Tender Offers not submitted in accordance with the mode(s) of submission specified in Clause 3.1 herein.
- 3.5 Submission of Contract Tender Offers by telex, telegram or facsimile is **not** permitted. FAS shall neither accept nor be responsible for any Contract Tender Offers received through the post.

4. COMPLIANCE WITH INSTRUCTIONS

- 4.1 Contract Tender Offers will be accepted only if submitted in accordance with these instructions and form(s) prescribed in this Invitation to Tender. Any Contract Tender Offer which is not submitted in accordance with or attempts to vary any provision of or form prescribed in this Invitation to Tender is liable to be rejected. In consideration of the Tenderer agreeing to abide by

these instructions prescribed in this Invitation to Tender, the FAS shall evaluate the Contract Tender Offers fairly and in accordance with the said instructions.

5. VALIDITY PERIOD

- 5.1 Contract Tender Offers submitted shall remain valid for acceptance during the Validity Period specified in the Form of Tender and during such extension of the period as may thereafter be agreed to separately in writing by the Tenderer at the request of the FAS.

6. WITHDRAWAL OF CONTRACT TENDER OFFER

- 6.1 No Contract Tender Offer may be withdrawn after the Closing Date prescribed in the Invitation to Tender. Any Tenderer who attempts to do so may, in addition to any remedy which the FAS may have against him, be liable to be debarred from future FAS tenders.

7. COMPLIANCE WITH PART NUMBERS

- 7.1 If the FAS has, in this Invitation to Tender, stated the Part Numbers of the Goods and/or Services required and the Tenderer in his Contract Tender Offer wishes to offer an item which does not correspond with any of the stated Part Numbers, the Contract Tender Offer by the Tenderer shall, for the purposes of Clause 8 hereof be deemed to be non-compliant with technical requirements.

8. COMPLIANCE WITH TECHNICAL REQUIREMENTS

- 8.1 The Tenderer shall provide explicit responses of compliance or non-compliance with any other technical requirements enclosed in this Invitation to Tender. In the event of any non-compliance with the said technical requirements, the Tenderer shall satisfy the FAS (by providing a certification from the manufacturer of the item offered or a copy of the relevant extract from any reputable publication citing clearly its title and edition) that the form, fit and function of the items offered are equivalent to the Goods and/or Services required and that they are interchangeable. Where the Tenderer fails to satisfy the FAS in the manner above, the Contract Tender Offer is liable to be rejected.

9. ACCEPTANCE OF CONTRACT TENDER OFFER

- 9.1 The FAS shall be under no obligation to accept the lowest or any Contract Tender Offer. The FAS shall normally not enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a Contract Tender Offer or any part thereof.
- 9.2 The FAS reserves the right, unless the Tenderer expressly stipulates to the contrary in his Contract Tender Offer, to accept the Contract Tender Offer whether in part or in whole or not at all as the FAS may decide.
- 9.3 The issuance by the FAS of a Letter of Acceptance or Purchase Order, accepting the Contract Tender Offer or part thereof (see paragraph 9.2 for exception) shall create a binding Contract on the part of the Tenderer to supply to the FAS the Goods and/or Services offered in the Contract Tender Offer. The Contract shall be governed by the Conditions of Contract. The FAS may at its discretion require the Tenderer to sign a written agreement.
- 9.4 The Letter of Acceptance or Purchase Order may be issued to the successful Tenderer's address as given in his Contract Tender Offer by hand or by post. Such issuance of the Letter of Acceptance or Purchase Order by hand or post shall be deemed effective communication of acceptance.

10. SPECIFICATIONS

- 10.1 Any specifications specified in the Invitation to Tender will be available for inspection by the Tenderer at the address specified on the Invitation to Tender during normal working hours up to the stipulated time on the Closing Date.

11. LANGUAGE

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

12. CONFIDENTIALITY

- 12.1 Except with the written consent in writing of the FAS, the Tenderer shall not disclose to any person (other than employees, servants and agents on an "need-to-know" basis for the purposes of preparing or submitting a Contract Tender Offer or subsequent clarifications) this Invitation to Tender, or any of its provisions, or any specifications or information issued by the FAS.

13. OWNERSHIP OF TENDER DOCUMENTS

- 13.1 All documents submitted by the Tenderer in response to this Invitation to Tender shall become the property of the FAS. However, intellectual property in the information contained in the Contract Tender Offer submitted by the Tenderer 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 FAS.

14. ALTERATION OR ILLEGIBILITY

- 14.1 Except for amendments to the entries made by the Tenderer himself and which are initialed by the Tenderer, Contract Tender Offers bearing any other alterations and Contract Tender Offers in which prices are not legibly stated are liable to be rejected.

15. FAS' CLARIFICATION OF THE CONTRACT TENDER OFFER

- 15.1 In the event that the FAS seeks clarification on any aspect of the Contract Tender Offer, the Tenderer shall provide full and comprehensive responses within seven (7) days of notification by FAS of the same.

16. EXPENSE OF TENDERER

- 16.1 In no case will any costs or expenses incurred by the Tenderer in the preparation or submission of the Contract Tender Offer be borne by the FAS.

17. GOODS AND SERVICES TAX (GST)

- 17.1 The Tenderer shall not include in the rates and prices proposed in his Contract Tender Offer, the Singapore Goods and Services Tax (GST) chargeable for the supply of Goods and/or Services required in the Tender. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Goods and Services.
- 17.2 If the successful Tenderer is a taxable person under the Goods and Services Tax Act (Cap. 117A) ("**GST Act**"), the FAS shall reimburse the Tenderer, in addition to the rates and prices proposed, the GST chargeable on the supply of Goods and/or Services provided pursuant to the Contract Tender Offer.

18. GST REGISTRATION

- 18.1 The Tenderer shall declare his GST status in his Contract Tender Offer. He shall clearly indicate whether he is, or whether he will be a taxable person under the GST Act. He shall, if available, furnish the GST registration number to the FAS.
- 18.2 A Tenderer who declares himself to be a non-taxable person under the GST Act but who subsequently becomes a taxable person after the award of the Contract shall forthwith inform the FAS of his change in GST status. He shall be entitled to reimbursement from the FAS any GST charged on the supply of Goods and/or Services made by him after his change in GST status.

19. NOTIFICATION

- 19.1 Notification will not necessarily be sent to unsuccessful Tenderers by the FAS.

20. APPLICABLE LAW

- 20.1 All Contract Tender Offers submitted pursuant to this Invitation to Tender and the formation of any resulting Contracts shall be governed by the Applicable Law Clause in the Conditions of Contract.

21. OWNERSHIP STATUS OF TENDERER

- 21.1 The Tenderer shall provide full information on
- a) the name and address of any person, company or corporation which owns, whether directly or indirectly, at least 50% of the total number of shares in the Tenderer; and
 - b) the number, percentage and class of shares held by such person, company or corporation.

22. SHORTLISTING OF TENDERERS

- 22.1 The FAS reserves the right to shortlist Tenderers in accordance with the criteria set forth in the Invitation to Tender and give those so shortlisted the opportunity to submit new or amended Contract Tender Offers on the basis of the FAS' revised requirements, in accordance with a common deadline ("**Amended Contract Tender Offers**").
- 22.2 The Amended Contract Tender Offers received based on the firm and updated requirements shall form the basis of the final Tender evaluation. The Amended Contract Tender Offers received in the final round shall be complete and comprehensive and shall over-ride all Contract Tender Offers previously submitted. The Amended Contract Tender Offer shall not make references to previous Contract Tender Offers. All Contract Tender Offers received in the previous rounds shall be treated as lapsed. Such Amended Contract Tender Offers shall be submitted electronically via email or deposited in a sealed envelope in the Tender Box as instructed.

23. CONSORTIUM

- 23.1 As used in this Invitation to Tender, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

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

- a) Each member of the Consortium shall be a business organization duly organized, existing and registered under the laws of its country of domicile.
- b) No Consortium shall include a member who:
 - (i) has been debarred from participating in public sector tenders;
 - (ii) Is under any Petition for Judicial Management or Petition for Winding Up;
 - (iii) Is under an Originating Summons for a Notice of Meeting to Consider Scheme of Arrangement; or
 - (iv) Is under a Judicial Management Order or a Scheme of Arrangement or a Winding Up Order.
- c) After the submission of the Contract Tender Offer, any introduction of, or changes to, Consortium membership must be approved in writing by the FAS. Changes made without the FAS' written approval may render the Contract Tender Offer liable to be rejected.
- d) The following documents must be submitted with the Contract Tender Offer:
 - (i) A certified copy of the consortium or partnership agreement, signed by all members of the Consortium,
 - (ii) The Contract Tender Offer is to be submitted by a member of the Consortium ("**Lead Member**"). Documentary proof must be provided that the Lead Member is authorized by all members of the Consortium to submit, sign the Contract 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 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 FAS may send any notice, request, clarification or correspondence.
- f) If the Contract is awarded to a Consortium:
 - (i) The Contract Letter of Acceptance may be issued by hand or by post to the address of the Lead Member of the Consortium given in the tender.
 - (ii) The issuance by the FAS of a Contract Letter of Acceptance shall create a binding Contract on all the members of the Consortium. The Contract shall be governed by the Conditions of Contract.
 - (iii) Each member of the Consortium shall be jointly and severally responsible to the FAS for the due performance of the Contract.
 - (iv) As and when requested by the FAS, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the FAS. Until the said formal agreement is prepared and executed, the Consortium's Contract Tender Offer together with the FAS' Contract Letter of Acceptance, shall constitute a binding Contract on all the members of the Consortium.

- (v) In the event that any member of the Consortium withdraws from the Consortium or is adjudicated a bankrupt by a duly constituted judicial tribunal, or goes into liquidation in accordance with the laws of the country of incorporation, then the remaining member(s) of the Consortium shall be obliged to carry out and perform the Contract.

24. CORRIGENDA TO INVITATION TO TENDER

- 24.1 The FAS reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Tender, or extend the Closing Date, at any time prior to the closing date of the Invitation to Tender by the issuance of a corrigendum ("**Corrigendum**"). The Corrigendum will be published in FAS website and shall constitute an integral and binding part of the Contract. It is the Tenderer's responsibility to check for any Corrigendum issued via FAS website prior to the Closing Date for submission and view the contents of such Corrigendum. All Contract Tender Offers submitted will be deemed to have taken into account and incorporated the contents of the Corrigendum accordingly.

25. DISCLAIMER AND LIMITATION OF LIABILITY

- 25.1 This Invitation to Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications as they think necessary. The FAS shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate. For avoidance of doubt, the "information" mentioned in this paragraph excludes the Conditions of Contract and Specifications, Requirements & Evaluation Criteria.
- 25.2 The FAS shall not be liable for any loss of profit or indirect or consequential losses arising from or in connection with the FAS' failure to comply with its legal obligations in conducting this Invitation to Tender, considering or evaluating any Contract Tender Offer or accepting any Contract Tender Offer. Any liability shall be limited to the costs of preparing and submitting the Contract Tender Offer reasonably incurred by the Tenderer.
- 25.3 For any enquiries on this tender you may email:

Email: tenders@fas.org.sg

26. DECLARATION OF INDEPENDENT CONTRACT TENDER OFFER DETERMINATION

- 26.1 The Tenderer shall submit to the FAS, as part of his Contract Tender Offer, the Declaration of Independent Tender Offer Determination ("**Contract Declaration**") as set out in the Tender Documents. The Contract Declaration, which shall be signed by the Tenderer or a person authorized to sign on the Tenderer's behalf, is a declaration that his Contract Tender Offer does not infringe Section 34 of the Competition Act (Cap. 50B) against:
 - (a) Agreements between persons, being individuals, bodies corporate, unincorporated bodies of persons or any other entities, capable of carrying on commercial or economic activities relating to goods or services ("Undertakings", and each, an "Undertaking");
 - (b) Decisions by associations of Undertakings; and
 - (c) Concerted practices,

which have as their object or effect the prevention, restriction or distortion of competition within Singapore.

26.2 In particular, the Tenderer declares that his Contract Tender Offer has been determined independently without any consultation, communication, contract, arrangement or understanding with any other undertaking that is a participant or potential participant to the Invitation to Tender regarding:

- (a) Tender Price;
- (b) methods or factors used to calculate Tender Price;
- (c) the intention or decision to submit, or not submit, a Sub-Contract Tender Offer;
- (d) the submission of a Sub-Contract Tender Offer that is non-conforming; and/or
- (e) the terms of the Sub-Contract Tender Offer,

except as disclosed in the Sub-Contract Declaration.

26.3 The Tenderer acknowledges that if the FAS accepts his Contract Tender Offer and awards the Contract to the Tenderer, the FAS will do so in reliance on the Contract Declaration.

26.4 Any breach of or non-compliance with Clauses 30.1 and 30.2 above (including the Contract Declaration), shall without affecting the Tenderer's liability for such breach or non-compliance, invalidate his Contract Tender Offer, and if an award of the Contract was subsequently made in favour of such Tenderer, invalidate such award of the Contract.

27. DEFICIENCIES, OMISSIONS, ERRORS, ETC. AND SUFFICIENCY OF CONTRACT TENDER OFFER

27.1 Notwithstanding the disclosure of certain information in the Tender Documents by the FAS, Tenderers are advised to study these Tender Documents very carefully before finalising their Contract Tender Offers for submission. They should make their own enquiries and seek out clarification as they deem necessary. The onus is on the Tenderer to ensure that a complete Contract Tender Offer is submitted. The FAS shall not be liable to any Tenderer for any information in the Tender Documents which is incomplete or inaccurate.

27.2 The Tenderer shall be deemed to have satisfied himself upon making a Contract Tender Offer as to the correctness and sufficiency of his Contract Tender Offer and all matters and things necessary for the proper provision of the Goods and/or Services required including any licenses, transport, insurance and out-of-pocket expenses.

27.3 The Tenderer shall be deemed to have thoroughly acquainted himself with the requirements of the Goods and/or Services as set out in the Tender Documents and to have formed his own independent observations and enquiries with regard to the nature, extent and practicality of all other matters which may in any way influence his Tender Price.

27.4 The FAS shall not entertain any request made after the Invitation to Tender has closed for any bid, variation or submission of additional quotes for items left out in the original submission on any ground whatsoever.

27.5 The Tenderer shall be solely responsible for all such omissions or errors in his Contract Tender Offer.