

INSTRUCTIONS TO TENDERERS

1 General

The information and requirements set forth in this section are intended to assist Tenderers in the preparation of a complete Tender Proposal and shall form an integral part of the Contract.

2 Definitions

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

- (a) "Invitation to Tender" means the invitation to participate in this Tender and shall include all tender documents forwarded to the Tenderer inclusive of the Form of Tender, Instructions to Tenderers, Form of Contract, Technical Specifications, Evaluation Criteria and any other documents and forms enclosed.
- (b) "Contract" means any resultant contract and its Annexes between the Employer and the successful Tenderer.
- (c) "Contractor" means the successful Tenderer.
- (d) "Tenderer" means a person or his permitted assigns tendering to provide the Goods and/or Services, and shall be deemed to include two or more persons if appropriate
- (e) "Conditions of Contract" also includes such clauses from the Particular Conditions of Contract or Articles of Contract shall form part of the Contract.
- (f) "Client" / "Employer" means **Football Association of Singapore**.
- (g) "Project Manager / Designer / Consultant" shall mean **Aspacio Design Associates Pte Ltd** of 190 Middle Road, #17-07 Fortune Centre, Singapore 199588.
- (h) Save as set out above, all other terms referred to in this Tender shall have the same meanings as those given in the Form of Contract.

3 Tender Documents issued by the Client

- (a) The tender documents (hereinafter also referred to as the “Document”) issued by the Client consist of the following:
- (i) These Tender Documents
 - (ii) Drawings (as listed elsewhere)
 - (iii) Corrigenda/Addenda, if any
- (b) The following tender documents (which shall be incorporated into the Contract by reference) are not issued to the Tenderers:
- (i) Singapore Institute of Architect (SIA) Articles and Conditions of Building Contract (**Lump Sum Contract, Ninth Edition**) - Available from website: <http://www.sia.org.sg>
 - (ii) National Productivity and Quality Specifications (NPQS) specifications or code of practice and the like which are specified as forming part of the tender.
- (c) The Tenderer shall satisfy himself on the contents of all the tender documents (including those incorporated by reference). He shall also check that the tender documents issued to him are complete and that no pages or drawings are missing or duplicated. The tender sum shall include all incidental and contingent costs and expenses and no adjustment shall be made to the tender sum for any error.

If the Tenderer is in doubt as to the true meaning and intent of any part of the tender documents, he shall request for clarification in writing well in advance of (at least **3** working days before) the date for submission of tenders, failing which the Client may disregard any such requests. The request for clarification shall be emailed to Mr Melvyn Ng via email address mail@aspacio.com.sg and Mr Sakthi Vel Ganesan via email address Sakthivel@fas.org.sg

The Client’s response will be sent to all Tenderers who had express their interest in participating into the tender exercise.

- (e) The tender documents are non-transferable unless the Client agrees otherwise. If the Tenderer intends to transfer the tender documents to another Tenderer, he shall notify and obtain the consent of the Client in writing before the date for submission of tenders, failing which such tender would be rejected.

4 Eligibility

Any company or business who is currently debarred from participating in Government tenders is not eligible to participate in this Tender. If a tender is submitted without explicitly mentioning that the Tenderer is currently debarred, the Client shall treat the submission of the tender 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 Client will be entitled to rescind any contracts entered into pursuant to such a tender, without the Client being liable therefore in damages or compensation.

5 Submission of Tender

- (a) Tenderers shall submit their tenders in accordance with the following mode(s) of submission:

Information or document(s) in tender	Mode of Submission	Closing Date (Singapore time)
Whole set of tender documents including:- <ol style="list-style-type: none">1. Form of Tender2. Contractor's Particulars3. Appendix A4 – Declaration of Equity Participation of Singapore Government and Ownership of Company / Firm4. Appendix A6 – Schedule of ID Equipment List5. Appendix A7 – Conflict of Interest Form6. Appendix A9 – Declaration of Independent Contract Tender Offer7. Summary of Tender8. Bills No.1: Preliminaries9. Bills No.2: Schedule of Construction Works10. Bills No.3: Schedule of Optional Works11. Schedule of Rates A - ID Works12. Schedule of Rates B - M&E Works13. Tenderer's Financial Report for the latest 3 financial years.14. Tenderer's Company Profile15. Tenderer's Sub-Contractor's Company Profile & Track Record.16. Other Supporting Documents.	These documents shall be submitted in two (2) hardcopy sets. (1 set to mark "Original" and the other set to mark "Duplicate") To Client (FAS) located at 100 Tyrwhitt Road, Jalan Besar Stadium #01-02 Singapore 207542	2nd Mar 19 (Monday) 5.00pm sharp.

- (b) Documents submitted must be in sealed envelopes. When forwarding tenders, the Tenderer shall specify clearly on the top left-hand corner of the envelope (i) the Title of Tender; (ii) the closing date and time of the tender; (iii) the tender box number (if any) to which the tender must be delivered; and (iv) the name and address of the Tenderer. It will be the responsibility of the Tenderer to ensure delivery of the tender documents.
- (c) The Client reserves the right to reject tenders not submitted in accordance with the mode(s) of submission specified in the Instructions To Tenderers.

6 Compliance with Instructions

Tenders will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the tender documents. Any Tender which attempts to vary the Form of Tender or Conditions of Contract is liable to be rejected. In consideration of the Tenderer agreeing to abide by these instructions in the tender documents, the Client shall evaluate the tenders fairly and in accordance with the said instructions.

7 Validity Period

Tenders submitted shall remain valid for acceptance for a period of **3 months or 90 days** from the closing date of the tender and during such extension of the period as may afterwards separately be agreed to in writing by the Tenderer at the request of the Client.

8 Withdrawal of Tender

No tenders may be withdrawn after the closing date. Any Tenderer who attempts to do so may, in addition to any remedy which the Client may have against him, be liable to be debarred from future tenders issued by the Client.

9 Compliance with Part Numbers

If the Client has, in this Tender, stated the Part Numbers of the Goods required and the Tenderer wishes to offer an item which does not correspond with any of the stated Part Numbers, the offer of the Tenderer shall, for the purposes of Clause 14 hereof be deemed to be non compliant with technical requirements.

10 Compliance with Technical Requirements

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 technical requirements, the Tenderer shall satisfy the Client (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 required and that they are interchangeable. Where the Tenderer fails to satisfy the Client in the manner above, the tender is liable to be rejected.

11 Evaluation Criteria

11.1 Base Criteria

(a) Tenders shall be evaluated based on the following criteria:

Critical Evaluation criteria	Weightage
* Not debarred by from participating in Government quotations / tenders;	Mandatory
* Attendance to Tender Briefing and Site Show round;	Mandatory
* BCA registration workhead:CR06 – Interior Decoration and Finishing Works with minimum L3 financial grade;	Mandatory
* Minimum Bizsafe level 3 or equivalent (such as OHSAS 18001)	Mandatory

** These are Critical Criteria. Tender Proposals that do not meet these criteria shall be rejected.*

- (b) Where the 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 Expenditure and Procurement Policies Unit of the Ministry of Finance, and the Building and Construction Authority, as the case may be, the evaluation of such criteria will be delegated to the relevant GRA.
- (c) Where a Tenderer's existing registration with a GRA, which is valid up to the closing date of this Tender, specifies that the Tenderer has met particular criteria in relation to particular financial category and supply category/head, the Authority 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.

- (d) Tenderers who are not registered with the relevant GRA in the particular criteria for this Tender are advised to apply for registration with the relevant GRA at the earliest opportunity. If by the closing date of tender, their registration with the relevant GRA is still pending, their Tender will not be considered for the award.
- 11.2 Price-Quality Method will be implemented for evaluation of tenderer's bid that comply to the above items (a) to (d). Tender Price and Quality Criteria are assigned weightings and translate into quantitative scores which are then totalled up to give a Combine Score during the tender evaluation
- 11.5 The Lump-sum Tender Price and the Quality Criteria shall make up the following Combine Score respectively and add up to 100%;
- | | | |
|-----|----------------------------|-----|
| (a) | Tender Price weighting | 40% |
| (b) | Quality Criteria weighting | 60% |
- 11.6 The Tenderer is to note that they are required to submit the necessary substantial information for the below items, together with their tender submission upon closing of tender for evaluation of the Quality Criteria by the Authority.
- 11.7 The Quality Proposal of the tenderer shall be evaluated through the point based system, according to the following schedule of 100 points;-

S/No	Quality Attributes	Points	Source of Information
1.0	Company Track Record		
1.1	Relevant track records for office projects within the last 3 years. (For completed Office Addition and Alteration works of value above S\$1.5Mil.	10 points	Tenderer's submission. (Tenderer to submit letter(s) of award or any documentation proof)
1.2	Relevant track records for office projects within a "live" operational office, where client is operational through-out the renovation period within the last 3 years.	10 points	Tenderer's submission. (Tenderer to submit letter(s) of award or any documentation proof)
2.0	Organization Chart & Project Team Curriculum Vitae		
2.1	*Project team organization chart c/w line of command and responsibilities each *Track record of key project team members as follows;- - Project Manager - Full Time Site supervisor - Full Time MEP Manager - Full Time Safety Supervisor	20 Points	Tenderer's submission.

S/No	Quality Attributes	Points	Source of Information
3.0	Financial Track Record		
3.1	<p>Base on last financial year (must not be more than 12 months from the date of calling tender) audited financial statement.</p> <p>*Tenderer to submit unaudited financial statements if the above is not available</p> <p><u>*Current Ratio :</u> Current Assets : Current Liabilities</p>	20 points	Tenderer's submission of financial report for the latest 3 years.
4.0	Tenderers Safety Performance		
4.1	<p>*Tenderer's safety proposal for this project including;-</p> <p>-Comprehensiveness of proposed safety measures and risk assessment which are of specific relevance to this project;</p> <p>*Tenderer's safety demerit points tabulated by MOM</p>	5 points	Tenderer's submission & MOM Safety Demerit points website.
5.0	Tenderers Implementation Plan		
5.1	<p>*Detailed plan to complete the various tasks within the specified time frame.</p> <p>-Detail Project timeline base on Construction period stated in Appendix to Article of Contracts together with write-up on project scope of works with supporting document like resource histogram & etc)</p>	5 points	Tenderer's own submission.
6.0	Tenderers Material & Equipment Proposal		
6.1	*Base on Tenderer's submission of equipment with reference to compliance to specification, Preferred Quality Brands, Green certified Products and etc	30 points	Tenderer's submission of equipment checklist and catalogues.
	Total	100 points	

- (a) The Quality Points by each tenderers are than converted to quality weighting of 60% using the following method;-

$$\text{Quality Points} \times 60\% = \text{Q - Score by Tenderer}$$

11.8 The Tender Price shall be converted to Price Score using the following methods;-

- (a) The lowest submitted pricing that quality for this evaluation will score the maximum nos of points allocated, while the rest of the score will be calculated using the following formulary :-

$$\frac{\text{Tenderer's price submitted}}{\text{Lowest Price submitted}} \times 40\% = \text{P - Price Score by Tenderer}$$

- (b) Only pricing of qualified tenderer will be used for calculation of price score, Price of disqualified tenderers will not be considered.

11.9 The **Combine score** for tenderer will be sum of it's P – Score and Q – Score;-

$$\text{P – Score} + \text{Q - Score} = \text{Combine Score by Tenderer}$$

11.10 The **Combine Score** of all qualified tenderers are obtained for Tender Evaluation Committee's consideration before recommending the successful tenderer for award of the Contract. The highest scorer is usually recommended for award of Contract.

12 Acceptance of Tender

- (a) The Client shall be under no obligation to accept the lowest or any tender. The Client shall normally not enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a tender.
- (b) The Client reserves the right, unless the Tenderer expressly stipulates to the contrary in his tender, of accepting such portion of each tender as the Client may decide.
- (c) The issue by the Client of a Letter of Acceptance accepting the tender or part of the tender (see paragraph (b) for exception) shall create a binding Contract on the part of the Tenderer to supply to the Client the Goods and/or Services offered in the tender. The Contract shall be governed by the Conditions of Contract. The Letter of Acceptance will be handed to or posted to the successful Tenderer's address as given in his tender and such handing or posting shall be deemed good service of such notice. The Client may at its discretion require the Tenderer to sign a written agreement.

13 Copies of Tender

Tenderers shall submit the tender and supporting brochures / handbooks in the number of sets as specified in the Invitation to Tender. One set is to be marked “**Original**”, the other sets are to be marked “**Duplicate**” and the “Soft Copy” flash drive shall be taken as a 2nd duplicate copy.

14 Samples

- (a) Where the Tender specifies that samples; e.g. of Goods and/or packages, shall be submitted as evidence of the type and quality of items offered in the Tender, such samples shall be delivered at the site and by the time stipulated in the Tender and should 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 at the stipulated time may render the tender liable to be disqualified.
- (b) The Tenderer shall indicate, when submitting the sample, whether he wishes the samples to be returned. If no indication is given, the Client shall be not obliged to return any samples 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 will not be returned to the Tenderer.
- (c) Any cost, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to the Authority shall be borne by the Tenderer.

15 Specifications, Patterns, Samples or Drawings

Any specifications, patterns, samples or drawings specified in the Invitation to Tender will be available for inspection by the Tenderer at the address specified on the invitation during normal working hours up to the stipulated time on the closing date.

16 Language

The tender and all supporting technical data and all documentation to be supplied by the Tenderer shall be written in the English language.

17 Confidentiality

Except with the consent in writing of the Client the Tenderer shall not disclose this Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Client.

The Client will require an unsuccessful Tenderer to return all documents issued by the Client. Tender deposit shall not be refund to any unsuccessful Tenderer that did not return all documents issued.

18 Ownership of Tender Documents

All documents submitted by the Tenderer in response to this Invitation to Tender shall become the property of the Client. However, intellectual property in the information contained in the tender 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 Client.

19 Alteration, Erasures or Illegibility

Except for amendments to the entries made by the Tenderer himself which are initialed by the Tenderer, Tenders bearing any other alterations or erasures and Tenders in which prices are not legibly stated are liable to be rejected.

20 Client's Clarifications of the Tenderer's Proposal

In the event that the Client seeks clarification upon any aspect of the Tenderer's proposal, the Tenderer shall provide full and comprehensive responses within three (3) days of notification.

21 Expense of Tenderer

In no case will any expense incurred by the Tenderer in the preparation of his Tender be borne by the Client.

22 Notification

Notification will not necessarily be sent to unsuccessful Tenderers by the Client.

23 The Goods and Services Tax (GST)

- (a) The Tenderer shall not include in the rates and prices proposed in his tender, the Singapore Goods and Services (GST) chargeable for the supply of Goods 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.
- (b) If the Contractor is a taxable person under the GST Act, the Client will pay the Contractor, in addition to the rates and prices proposed, the GST chargeable on the supply of Goods and Services provided pursuant to this Tender.

24 GST Registration

- (a) The Tenderer shall declare his GST status in his Tender. 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 Authority.
- (b) A Tenderer who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person after the award of the Tender shall forthwith inform the Client of his change in GST status. He shall be entitled to claim from the Authority any GST charged on the supply of Goods or Services made by him after his change in GST status.

25 Applicable Law

All Tenders submitted pursuant to this tender and the formation of any resulting contracts shall be governed by the Applicable Law Clause in the Conditions of Contract.

26 Ownership Status of Tenderer

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;

- (b) The number, percentage and class of shares held by such person, company or corporation.

27 Corrigenda to Invitation to Tender

The Client reserves the right to amend any terms, in or to issue supplementary terms to the Invitation to Tender at any time prior to the closing date of the Tender.

28 Disclaimer

This Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. The Employer shall not be liable to any Tenderer for any information in this Tender which is incomplete or inaccurate. For avoidance of doubt, the "information" mentioned in this paragraph excludes the Articles of Contract and Requirement Specifications.