

Date: 5 September 2018

Name and Address of Tenderer:

OnePeople.sg 381 Toa Payoh Lorong 1, Singapore 319758
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**Tender No. : OPSG/18/C3-107**

**Subject:** Tender for the rental of 2 office/ retail units of size 450 sqft and 300 sqft respectively located at OnePeople.sg building, 381 Toa Payoh Lorong 1 Singapore 319758.

Dear Sir/Madam,

1. OnePeople.sg is pleased to invite you to participate in the above open tender.

Tender Closing Date & Time - 28 September 2018, 1200 hrs

Tender Box No. - Box 1 (located at Reception)  
OnePeople.sg  
381 Toa Payoh Lorong 1,  
Singapore 319758

Validity Period - 3 months from closing date shown above

Tender Briefing/ Show round - 21 September 2018 1100

2. You are advised to read the instructions attached to this invitation carefully before responding to the tender:

## PART 1

Annex A	Instructions To Tenderers
Annex A1	Additional Instructions to Tenderers
Annex B	Conditions of Contract (Services)
Annex B1	Compendium of Additional Clauses (COAC) – For Services
Annex C	Tender Opening Committee & Evaluation Criteria

## PART 2

Annex D	Form of Tender (Tenderer must complete & sign the Form and submit together with his Tender)
Annex E	Summary of Tender


## PART 3

Form F1	Particulars of Tenderer's Firm
Form F3	Declaration & Undertaking

3. For any clarification related to the above tender, please contact: **Mr Sasi Kumar, 6259 4116 or email sasikumar@onepeople.sg**
4.
  - a. This is for a lease contract for a minimum period of 24 months from the date of award
  - b. All prices should be quoted in Singapore dollars for each unit respectively. Tenderers have to indicate the nature of the business they which to conduct clearly in the submissions.
  - c. Tenderers shall submit their document under cover of the enclosed label or envelope bearing the Closing Date and Tender Number and the Tender Box Number to be deposited into the Tender Box of the address stated in this Invitation to Tender. OnePeople.sg in its capacity as secretariat shall not be held responsible for putting tender documents received into the correct tender box by closing date and time. The tender document shall also be duly completed with the tenderer's company stamp stamped and initialled on every page.
  - e. Tenderers are to submit together with their tenders a copy of the appropriate Registration Certificate or a copy of the receipt for Registration Fee paid issued by the Registration Authority. Tenderer shall attach a declaration on its GST and Ownership Status.

- f. The successful awardee shall provide electronic mail facility to facilitate correspondence between the Authority and the awardee.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'Sasi Kumar', with a long horizontal flourish extending to the right.

Sasi Kumar  
Manager  
OnePeople.sg

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## **AUTHORITY/ SUPERVISING OFFICER**

Authority:

**Chairman**  
**OnePeople.sg**  
381 Lorong 1 Toa Payoh  
Singapore 319758

Supervising Officer (S.O.):

**Executive Director / Director**  
**OnePeople.sg**  
381 Lorong 1 Toa Payoh  
Singapore 319758

## **INSTRUCTIONS TO TENDERERS**

### **1. 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 comprises all tender documents forwarded to the Tenderer inclusive of the Covering Letter, Form of Tender, Instructions to Tenderer, Conditions of Contract, Requirement Specifications, Evaluation Criteria and any other documents and forms enclosed.
- (b) "Contract" means any resultant contract and its Annexes between the Authority 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 Compendium of Additional Clauses as will form part of the Contract.
- (f) 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 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 Authority shall treat the submission of the tender as an expression of 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 Authority will be entitled to rescind any contracts entered into pursuant to such a tender, without the Authority being liable therefore in damages or compensation.

### **3. Submission of Tender**

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

## 3.2

Information or document(s) in tender	Mode of Submission	Closing Date (Singapore time)
<p>The <u>entire tender document</u> including:</p> <ol style="list-style-type: none"> <li>1. Form of Tender (Annex D)</li> <li>2. Summary of Tender (Annex E)</li> <li>3. Forms F1 &amp; F3</li> <li>4. Proposal for Interactive Drama</li> <li>5. All other parts of the Tenderer's tender etc.</li> </ol>	<p>This shall be submitted to the Authority using tender box no. <u>1</u> located at reception, OnePeople.sg</p>	<p>1 June 2018 , 1200 hrs</p>

3.3 Where tenders are to be submitted using tender box, tenders must be submitted in sealed envelopes. When forwarding tenders, the Tenderer shall specify clearly on the top left-hand corner of the envelope (i) the Tender number; (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 into the tender box, which will be in a position accessible to the public. The Authority shall not be held responsible for putting tenders received through the post into the correct tender box by the closing time and date. Every effort, however, will be made by the Authority to promptly convey tenders received through the post into the tender box. Postage must be pre-paid on all tenders sent through the post.

3.4 The Authority reserves the right to reject tenders not submitted in accordance with the mode(s) of submission specified in the Instructions to Tenderers.

#### 4. Compliance with Instructions

4.1 Tenders will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the Invitation to Tender. Any tender who 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 Invitation to Tender, the Authority shall evaluate the tenders fairly and in accordance with the said instructions.

#### 5. Validity Period

5.1 Tenders submitted shall remain valid for acceptance for the Validity Period specified in the Invitation to 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 Authority.

**6. Withdrawal of Tender**

6.1 No tenders 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 Authority may have against him, be liable to be debarred from future OnePeople.sg's tenders.

**7. Compliance with Part Numbers**

7.1 If the Authority has, in this Invitation to 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 by the Tenderer shall, for the purposes of Clause 9 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 technical requirements, the Tenderer shall satisfy the Authority (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 Authority in the manner above, the tender is liable to be rejected.

**9. Acceptance of Tender**

- (a) The Authority shall be under no obligation to accept the lowest offer of any tenders. The Authority shall not enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a tender.
- (b) The Authority reserves the right, unless the Tenderer expressly stipulates to the contrary in his tender, of accepting such portion of each tender as the Authority may decide.
- (c) The issue by the Authority 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 Authority 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 the tender and such handing or posting shall be deemed good service of such notice. The Authority may at its discretion require the Tenderer to sign a written agreement.



- (d) The Letter of Acceptance will be issued:
  - (i) to the successful Tenderer's address as given in his tender by hand or by post.
  - (ii) Such issuance of the Letter of Acceptance by hand or post shall be deemed effective communication of acceptance.

## **10. Copies of Tender**

10.1 Where the Instructions to Tenderers specify tenders are to be submitted using tender box, 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" and the other set is to be marked "Copy".

## **11. Samples**

- (a) Where the Invitation to 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 Invitation to 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 samples, whether the samples are to be returned. If no indication is given, the Authority shall not be 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) All costs, 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.

## **12. Specifications, Patterns, Samples or Drawings**

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

## **13. Language**

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

**14. Confidentiality**

- 14.1 Except with the consent in writing of the Authority, the Tenderer shall not disclose this Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Authority.
- 14.2 The Authority may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples or instructions issued by the Authority.

**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 Authority. 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 Authority.

**16. Alteration, Erasures or Illegibility**

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

**17. Authority's Clarifications of the Tenderer's Proposal**

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

**18. Expense of Tender**

- 18.1 In no case will any expense incurred by the Tenderer in the preparation of this tender be borne by the Authority.

**19. The Goods and Services Tax (GST)**

- 19.1 The Tenderer shall include in the rates and prices proposed in his tender, the Singapore Goods and Services Tax (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.
- 19.2 If the Contractor is taxable under the GST Act, the Authority 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.

**20. GST Registration**

- (a) The Tenderer shall declare his GST status in his tender. The Tenderer shall clearly indicate whether the company providing the good and services is taxable under the GST Act. The Tenderer shall, if available, furnish the GST registration number to the Authority.
- (b) A Tenderer who declares to be non-taxable under the GST Act but becomes taxable after the award of the Tender shall inform the Authority of the change in GST status. The Tenderer shall be entitled to claim from the Authority any GST charged on the supply of Goods or Services made by the Tenderer after the change in GST status.

**21. Notification**

21.1 Notification will not be sent to unsuccessful tenderers by the Authority.

**22. Applicable Law**

22.1 All tenders 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.

**23. Ownership Status of Tender**

23.1 The Tender 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.

**24. Shortlisting of Tenderers**

24.1 The Authority 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 tenders on the basis of the Authority's revised requirements, in accordance with a common deadline.

24.2 The tenders received based on the firm and updated requirements shall form the basis of the final tender evaluation. The tenders received in the final round shall be complete and comprehensive, and shall override all tender proposals previously submitted. The final offer shall not

make references to previous offers. All the tender proposals received in the previous rounds shall be treated as lapsed. Such final offers shall be submitted in sealed envelopes and deposited in the tender box as instructed.

## 25. Consortium

- 25.1 As used 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 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 has been debarred from public sector tenders.
  - (c) After the submission of the tender, any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.
  - (d) The following documents must be submitted with this tender:
    - (i) A certified copy of the consortium or partnership agreement, signed by all members of the Consortium,
    - (ii) **The tender 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, sign the tender, 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 Authority may send any notice, request, clarification or correspondence.

- (f) If the Authority awards the Contract to a Consortium:
- (i) The Letter of Acceptance may be handed to or posted to the address of the Lead Member of the Consortium given in the tender.
  - (ii) The issue by the Authority 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 Authority for the due performance of the Contract.
  - (iv) As and when requested by the Authority, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the Authority. Until the said formal agreement is prepared and executed, the Consortium's tender together with the Authority's 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 surviving member(s) of the Consortium shall be obliged to carry out and complete the Contract.

## **26. Corrigenda to Invitation to Tender**

26.1 The Authority 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.

## **27. Disclaimer**

27.1 This Invitation to Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. The Authority 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 Requirement Specifications.

## **28. Management Presentation By Shortlisted Tenderer**

28.1 The Authority may inform, in writing, those Tenderers who have been shortlisted to do a presentation. All shortlisted Tenderers shall give to the Authority's management, at the time and place to be determined by the Authority, a detailed and comprehensive management presentation of the Tender that they are offering. The Presentation is to be wide-ranging and shall include but not be limited to the following:

- (a) The organization profile of the Tenderer;
  - Standard of Service
  - Relevant current and completed contracts undertaken by the organisation in the last two years
  - Relevant total value of contracts undertaken by the organisation in the last two years
- (b) Method Statement;
  - Proposed Programme Management for Interactive Drama Series
- (c) Tender Price;
- (d) Deliverables and how the Tenderer intends to deliver; and
- (e) Information stated in the Evaluation Criteria not listed above.

All Tenderers are to take note that the above said presentation shall form part of the assessment of the Tender. Failure or inability for any reason to give the required presentation shall render the Tender liable to be rejected.

## **ADDITIONAL INSTRUCTIONS TO TENDERERS**

### **1. Discrepancy in Unit Price**

In the case the tenderers submit their proposals of which the total price supplied does not tally with unit price multiplied by total contract quantity, the Authority shall be entitled to choose the unit price or the total price divided by contracted quantity, whichever is lower, to prevail as the unit price offered by the tenderer.

### **2. Alternative Tenders**

- 2.1 Alternative Tenders are permitted on the terms set out in Clause 2.2 to 2.3 of these Additional Instructions to Tenderers provided that a base Tender which complies in all respects with the Requirement Specifications is also submitted.
- 2.2 The Tenderer shall, if he wishes to, submit an alternative tender, clearly mark and identify the alternative offer on a photocopy of the Form of Tender and submit it at the same time as the base Tender.
- 2.3 Deviations in the alternative Tender from the terms and conditions set out in the Invitation to Tender shall be permitted only in respect of the Requirement Specifications. The Tenderer shall provide a list of all deviations from the base Tender and all other parts of the alternative Tender shall be deemed to be the same as the base Tender.

## **CONDITIONS OF CONTRACT (SERVICES)**

### **1. Definitions**

1.1 In these Conditions unless the context otherwise requires:

- (a) "Authority" includes any officer authorised by the Authority to act on its behalf.
- (b) "Contract" includes the Contractor's tender, Instructions to Tenderers, Conditions of Contract, the specifications and samples, Letter of Acceptance, and any Works Orders issued by the Authority to the Contractor for the supply of the Services.
- (c) "Services" means the work, which the Contractor is required to perform under the Contract.
- (d) "Tenderer" means a person or his permitted assigns offering to supply the Services.
- (e) "Contractor" means the successful Tenderer who has been awarded the Contract by the Authority.
- (f) "Parties" refer to the Authority and the Contractor.
- (g) "Person" includes a corporation or an incorporated association.
- (h) "Supervising Officer" means the Executive Director of OnePeople.sg and his successors in office.

1.2 Words importing the singular include the plural and vice versa.

1.3 The headings are for convenience only and not for the purpose of interpretation.

### **2. Scope of Contract**

2.1 The Contractor shall perform the Services in accordance with the Contract.

### **3. Performance**

3.1 The Contractor shall perform the Services for a minimum period of 24 months and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the Authority. The issue of such receipt shall in no way relieve the Contractor from his responsibility for re-performing deficient Services.



**4. Payment**

- 4.1 Within sixty (60) days of delivery of the Services ordered under the Contract, as above provided, and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be specified by the Authority including external audits; and the Authority's receipt as referred to in Clause 3.1 of the Contract, the Authority will make payment to the Contractor of the full value of all Services so performed provided that no payment shall be considered as evidence of the quality of any Services to which such payments relates.
- 4.2 The payments under this clause shall not prejudice the Authority's right to reject deficient Services or the Contractor's responsibilities to re-perform deficient Services.
- 4.3 Without limiting the Authority's right under the Contract, the amount of any payment or debt owed by the Contractor to the Authority under the Contract due to any liquidated damages, default or breach of the Contract by the Contractor, or for any other reason, may be withheld and deducted by the Authority from any monies payable by the Authority to the Contractor pursuant to this Contract.

**5. Rights Of Third Parties**

- 5.1 A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

**6. Supervising Officer's Authority**

- 6.1 The Supervising Officer's authority shall be that stated in or necessary to be implied from the Contract.
- 6.2 The Supervising Officer may at any time delegate such authority vested in him to his representative (hereinafter referred to as "Supervising Officer's Representative") and may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Contractor. Any act done by the Supervising Officer's Representative in accordance with such delegation shall have the same effect as though it had been done by the Supervising Officer. If the Contractor disputes any act of the Supervising Officer's Representative, he shall refer the matter to the Supervising Officer in writing.
- 6.3 Except as expressly stated in the Contract, the Supervising Officer shall have no authority to relieve the Contractor of any of his obligations under the Contract.

**7. Gifts, Inducements or Rewards**

7.1 The Authority may terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do; or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with the Authority or for showing or forbearing to show favour to any person in relation to any contract with the Authority; or if the like acts were done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the Authority. In such cases the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the *Prevention of Corruption Act* and would be reported duly to the Authorities.

**8. Delay In Performance**

8.1 If there is delay in the performance of the Services under the Contract due to any of the following circumstances, namely, acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond the Contractor's control, then in any such case the Contractor shall for the duration of any such circumstance aforesaid, be relieved of his obligation to perform such Services thereby affected but the provisions of the Contract shall remain in full force in regard to any Services not affected by such circumstances aforesaid.

Subject to Clause 8.1, if the Contractor fails to complete the performance of Services by the date specified in the Contract, the Authority shall have the right – to cancel all or any such items of Services from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or to deduct from any moneys due or to become due to the Contractor or require the Contractor to pay, a sum calculated at the rate of 1% of total contract sum per day (including Sundays and Public Holidays), as liquidated damages for every day of delay until the Services are performed.

8.2 Provided that the recovery of such increased costs aforesaid shall be limited to such Services as is purchased or obtained, not exceeding the scope stated in the Contract, from other sources after the Contractor's failure as aforesaid but within three months of the expiry of the Contract.

**9. Sub-Contracting And Assigning**

9.1 The Contractor shall not sub-contract or assign the Contract without the written consent of the Authority.

**10. Applicable Law**

10.1 The Contract and all its subsequent variations shall be subjected to, governed by and interpreted in accordance with the domestic Laws of the Republic of Singapore for every purpose.

**11. Suspension Or Termination**

11.1 The Authority shall, after giving seven (7) days prior written notice in writing to the Contractor have the right to suspend or terminate the Contract if the Authority is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension or termination save that the Authority shall pay the Contractor the price of the Services performed and accepted by the Authority. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Authority to the Contractor by reason of this Clause.

**12. Rights Of The Authority In The Event Of Default By The Contractor**

12.1 If the Contractor defaults in performance of this Contract, the Authority may issue a notice of default to the Contractor informing the Contractor of its default. The Contractor shall, within fourteen (14) days of the date of the notice of default, remedy the default. If the Contractor fails to do so, the Contractor shall be taken to have repudiated the Contract and the Authority shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without the Authority being liable therefor in damages or compensation. The said termination shall take effect from the date of the notice of termination.

12.2 In the event of termination under Sub-Clause 12.1 above, the Authority shall have the right to purchase from other sources all the Services which remains unperformed at the time of termination or similar Services, and all increased costs reasonably incurred by the Authority shall be recoverable from the Contractor.

**13. Variation Of Contract**

13.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of the Authority.

**14. Taxes, Fees And Duties**

- 14.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable under the laws of Singapore, by the Contractor or its employees, including the Contractor's resident engineers and inspectors (if applicable), in carrying out its obligation under the Contract.
- 14.2 If the Authority receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees, or to withhold payments from the Contractor in order that the Authority may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments, the Contractor hereby authorises the Authority to comply with the terms of the said request.
- 14.3 The Authority shall pay to the Contractor a sum equal to the Singapore Goods and Services Tax chargeable on the supply to the Authority of any services by the Contractor in accordance with the Contract. For clarification, "Goods and Services Tax" shall refer to tax under the (Singapore) *Goods and Services Tax Act*, Cap. 117A (2000 ed.).
- 14.4 Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person for the purpose of the Singapore Goods and Services Tax, be in the same form and contain the same information as if it were a tax invoice for the purposes of the Regulations made under the *Goods and Services Tax Act*, Cap. 117A (2000 ed.).

**15. Government Regulations**

- 15.1 The Contractor shall, at its own costs, obtain and maintain all licence and authorisations, including export licences and permits and other governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

**16. Indemnification Of Authority Against Claims By Contractor's Employees**

- 16.1 In the event of the Authority (including for this purpose every officer and department thereof) being held liable for damages arising out of any claim by any workman or employee employed by the Contractor in and for the performance of the Contract, the Contractor shall indemnify the Authority, its officers or departments against such claim and any costs, charges and expenses in respect thereof,

PROVIDED the same is not caused by the gross negligence or wilful default of the Authority, its officers or agents.

**17. Mediation Clause**

- 17.1 Notwithstanding anything in this Contract, in the event of any dispute, controversy or claim arising out of or relating to this Contract, no Party shall proceed to any form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.
- 17.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 17.1.
- 17.3 Failure to comply with Clause 17.1 or 17.2 shall be deemed to be a breach of contract.

**18. Consortium**

- 18.1 As used in this Contract, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

*Joint and Several Responsibility*

- 18.2 Each member of the Consortium shall be jointly and severally responsible to the Authority for the due performance of the Contract.

*Addition of members to Consortium*

- 18.3 Any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.
- 18.4 Should additional member(s) be added to the Consortium at any time with the approval of the Authority, he or they shall be deemed to be included in the expression 'the Contractor'.

*Withdrawal from Consortium*

- 18.5 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:
- (i) this Contract shall continue and not be dissolved, and
  - (ii) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

**19. Notices**

- 19.1 Except as otherwise provided in the Conditions Of Contract, all notices, demand or other communications required or permitted to be given

under this Contract shall be given in writing and shall be deemed to have been given if delivered or sent by personal delivery to the designated representative of each of the parties, or by telefax or registered post addressed to the party at such address as the party in question shall from time to time designate by written notice and until such notice shall be given, the addresses of the Parties shall be those which follow:

Supervising Officer's Representative:

Executive Director  
OnePeople.sg  
381 Toa Payoh Lorong 1  
Singapore 319758

Contractor: The address as stated in the Form of Tender

- 19.2 For the avoidance of doubt, any communication under the Contract via electronic mail shall be treated as verbal communication. The party issuing such communication shall, within seven (7) days from the date of the electronic mail, confirm the contents of such communication in writing and in accordance with Clause 19.1.
- 19.3 In proving service, it shall be sufficient to prove that personal delivery was made, or that such notice, demand or other communication was properly addressed, stamped or posted, or in the case of a facsimile message that an activity or other report from the party sending such notice, demand or other communication shows the recipient's facsimile number and the number of pages transmitted.

## **20. Withholding Tax for Payment to Non-Residents**

- 20.1 Payments made to Contractors who are non-resident companies are subject to withholding tax, based on the prevailing corporate tax rate. Consistent with the foregoing, payment to the Contractors will constitute fees quoted less withholding tax.

## **COMPENDIUM OF ADDITIONAL CLAUSES (COAC) – FOR SERVICES**

### **A1. Works Orders**

A1.1 All orders for Services to be supplied under the Contract shall be given from time to time, in writing, by the Authority on the appropriate order form (hereinafter referred to as "the Works Order"). All such Works Orders shall clearly state the details and nature of the Services to be supplied and shall also state the amount, calculated at the rates in the Contract that shall become due to the Contractor on the satisfactory completion of all the Services specified on such Works Order. On satisfactory completion of such supply the Contractor shall submit his bill to the Authority who shall certify the same for payment to the Contractor at the time and in the manner hereinafter provided.

A1.2 On receipt of any Works Order the Contractor shall commence performance of the Services referred to therein and complete the same as soon as promised in his tender or otherwise as expeditiously as possible.

### **A2. Commencement And Duration Of Contract**

A2.1 This Contract shall commence on the date stated in the Letter of Acceptance and shall remain in force for a period of one (1) year.

### **A3. Replacement Of Personnel**

A3.1 The Contractor shall replace its personnel within fourteen (14) days from the date of written notice from the Authority if the said personnel is either:

- (a) technically incompetent in carrying out the Services and all efforts by the Contractor have failed to resolve the issue within the said period; or
- (b) the conduct of the said personnel is found to be detrimental to the national security.

## **TENDER OPENING COMMITTEE**

- |    |                              |   |  |
|----|------------------------------|---|--|
| 1) | Opening Officer /            | - | Ong Keen Choon<br>Director, OPSG                 |
|    | Alternate Opening Officer    | - | Puvana d/o Veerappan,<br>Programme Manager, OPSG |
| 2) | Witnessing Officer /         | - | Sasi Kumar,<br>Manager, OPSG                     |
|    | Alternate Witnessing Officer | - | Serene Ton,<br>Finance Executive, OPSG           |

## **EVALUATION CRITERIA**

Tenders shall be evaluated based on the following criteria:

1. Tenderer must not have been debarred from any civil service institutions
2. Compliance with the specifications completely or substantially.\*
3. Organisation Profile:
  - a. Standard of Service and nature of business
  - b. Proven track record in business and sustainability of organisation. (Tenderer needs to provide details of company track record such as list of clients, level of engagement, response, outcomes and references (if any) of similar projects undertaken previously)
  - c. Relevant current and completed contracts undertaken by the tenderer in the last two years.
  - d. Relevant total value of contracts undertaken by the tenderer in the last two years.
5. Tender price.

This is a Critical Criterion. Tender Proposals that do not furnish this criterion shall be rejected.



**FORM OF TENDER**

To:  
OnePeople.sg  
381 Toa Payoh Lorong 1  
Singapore 319758

Name(s) of Tenderer(s):<sup>1</sup>

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

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**TENDER NO: OPSG/18/C3-107**

**Tender for the rental of 2 office/ retail units of size 450 sqft and 300 sqft respectively located at OnePeople.sg building, 381 Toa Payoh Lorong 1 Singapore 319758**

We, \_\_\_\_\_<sup>2</sup> (Name(s) in Block Letters) hereby offer and undertake on the acceptance of this tender to execute and complete the Services as specified in the Requirement Specifications under Part 2 of your Invitation to tender and under the Instructions to Tenderers and Conditions of Contract in Part 1 of your Invitation to Tender.

2 Our Tender is fully consistent with and does not contradict or derogate from anything in Part 1 of your Invitation to Tender or downgrade anything in your Requirement Specifications. You are entitled to reject our tender if it is inconsistent with or contradict or derogate from anything in Part 1 of your Invitation to Tender or downgrade anything in Part 2 of your Invitation to Tender.

3 We undertake that we shall as and when required by you to execute with you a formal agreement in the appropriate form incorporating the Conditions of Contract set out in this Invitation to Tender together with such further terms and conditions, if any, agreed upon between the OnePeople.sg and us. Until the said formal agreement is prepared and executed, this offer together with your written acceptance thereof shall constitute a binding agreement between us.

4 OUR OFFER IS VALID FOR  3  CALENDAR MONTHS FROM THE CLOSING DATE OF THIS TENDER.

5 We agree that as and when requested by the Authority we shall extend the validity of this offer for one or more periods not exceeding in total  3  calendar months.

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<sup>1</sup> If the tender is submitted by a consortium, each member of the consortium shall be named.

<sup>2</sup> If the tender is submitted by a consortium, the Lead Member of the consortium shall submit the tender on behalf of the consortium members. Documentary proof must be provided that the Lead Member is authorised by all members of the consortium to submit, sign the tender, receive instruction, give any information, accept any contract and act for and on behalf of all the members of the consortium. For example, paragraph 1 in this Form of Tender should read "We, (Name of Lead Member), acting for and on behalf of (Name of 1st Member) , (Name of 2nd Member) and (etc – List out Names of remaining Members) ..."

6 Our price (herein referred to as “the Contract Price”) for the Services to be provided by us is as shown below.

a. Contract Price: Singapore Dollars (excluding GST)

\_\_\_\_\_ (S\$ \_\_\_\_\_ )

7 A breakdown of the Contract Price for the Services is given in the Summary of Tender attached hereto.

8 We further undertake to give you any further information, which you may require.

9 We warrant, represent and declare that we are duly authorised to submit, sign this tender, receive instruction, give any information, accept any contract and act for and on behalf of \_\_\_\_\_<sup>3</sup> (Insert Name of firm, company or consortium).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Tenderer’s (as \*Principal/Agent)  
Company or Business Registration No<sup>4</sup>:

Tenderer’s official  
Stamp<sup>4</sup>:

\_\_\_\_\_  
Authorized Signature<sup>4</sup>

Name:

Designation:

(\*Delete whichever is not applicable)

<p><b>NOTICE -</b> This Form duly completed MUST accompany every Tender Proposal. Any change to its wordings or/and incomplete information provided may render the Tender liable to DISQUALIFICATION.</p>
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<sup>3</sup> If the tender is submitted by a consortium, the tender shall be submitted by the Lead Member on behalf of all members of the consortium. Each member of the consortium shall be listed. For example, “... for and on behalf of (Name of 1st Member) , (Name of 2nd Member) and (etc – List out Names of remaining Members) ...”

<sup>4</sup> The Lead Member’s registration number, official stamp and authorised signature must be provided.

**SUMMARY OF TENDER**

S/N	Description	Total cost (\$)
1	<u>Tender for the rental of 2 office/ retail units of size 450 sqft and 300 sqft respectively located at OnePeople.sg building, 381 Toa Payoh Lorong 1 Singapore 319758.</u>	
<b>CONTRACT PRICE</b> TOTAL CARRIED FORWARD TO FORM OF TENDER (ITEM 6a)		

Dated This \_\_\_\_\_

Dated This \_\_\_\_\_

Signature Of Witness: \_\_\_\_\_

 \_\_\_\_\_  
 (Signature of Authorised Person To  
 Act On Behalf Of The Company)

Name in block letters: \_\_\_\_\_

Name in block letters: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Co. Stamp: \_\_\_\_\_

GST Regn No: \_\_\_\_\_

PARTICULARS OF TENDERER'S FIRM

**1. DETAILS OF THE FIRM**

**1.1 THE PRINCIPALS**

Name, NRIC / Passport No, Working Experience of Principals,  
Partners or Directors:

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Nos. of full time employees  
(excluding Principals, Partners or Directors): \_\_\_\_\_

Professional (with tertiary or professional qualification): \_\_\_\_\_

Technical : \_\_\_\_\_

Administrative and Clerical : \_\_\_\_\_

**1.2 PERSONS EMPOWERED TO ACT FOR THE FIRM**

Name	Position	NRIC / Passport No	Specimen Signature
_____	_____	_____	_____

**1.3 REGISTRATION OF FIRM**

When and where the firm is registered and registration number.

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**1.4 TYPE OF COMPANY**

Public, private, partnership, joint ventures or sole proprietorship.

**1.5 MAJOR SHAREHOLDERS AND PERCENTAGE OWNED**

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**1. DETAILS OF THE FIRM – (CONT'D)**

**1.6 AFFILIATIONS, SUBSIDIARIES AND JOINT VENTURES**

(In the case of a proposed joint venture, one firm shall be named as managing partner, and particulars of the proposed participation of each firm shall be stated)

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**1.7 JOBS CURRENTLY UNDERTAKEN BY FIRM**

No. of Jobs : \_\_\_\_\_

Total Value : \_\_\_\_\_

**2. FINANCIAL CAPACITY**

2.1 Bankers

2.2 Capitalisation of firm and present paid-up capital

2.3 Audited annual turnover and profit/loss statement for the last four years

2.4 Financial Statement

(Attach as an Appendix to this Form, a certified copy of your latest Audited Balance Sheet and Profit and Loss Account)

**3. TENDERER'S PERSONNEL**

3.1 The Tenderer shall provide the curricular vitae of all his professional, technical, administrative, clerical, and supervisory staff, etc to be deployed in this Contract. The information given shall include the following:

Name, Age, NRIC/Passport No, Nationality, Present Position, Years with the Firm, Qualification, Experience and Registration No. with Professional Bodies (if any).

3.2 The Tenderer shall also furnish an organisation chart of the personnel who will be involved in this Contract.

**4. DETAILS OF FIRM'S JOB EXPERIENCE**

The Tenderer shall provide full account of his job references, preferably of similar nature, stating the names of the jobs, clients, value, status and year, etc. [The Tenderer may submit the firm's brochure (if any)].

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**5. DECLARATION**

I/We hereby certify that to the best of my/our knowledge, the particulars given in this Form are true and correct. You are authorised to make direct enquires and references to any person, firm, public official or organisation named in this Form to verify information submitted herein or regarding the competence and general reputation of the undersigned.

Firm Name : \_\_\_\_\_

Signature : \_\_\_\_\_

Name in BLOCK letters : \_\_\_\_\_

Designation : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_

Date : \_\_\_\_\_

**DECLARATION & UNDERTAKING**

UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION

- 1 My attention has been drawn to the Official Secrets Act (Chapter 213, Revised Edition 1985) and in particular to Section 5 thereof which relates to the safeguarding of official information.
- 2 I understand and agree that all official information acquired by me in the course of my work with the Authority is strictly confidential in nature, and is not to be published or communicated by me to any unauthorised person in any form at any time, without the previous sanction of the Authority.
- 3 I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the Official Secrets Act.

\_\_\_\_\_  
(Signature of Contractor)

\_\_\_\_\_  
(Full Name in BLOCK Letters)

\_\_\_\_\_  
(Designation)

\_\_\_\_\_  
(Name of Firm & Address)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Full Name in BLOCK Letters)

\_\_\_\_\_  
(Designation)

\_\_\_\_\_  
(Name of Firm & Address)

\_\_\_\_\_  
(Date)