



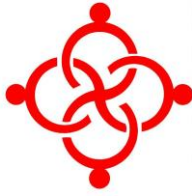
THE GRASSROOTS' CLUB

**Tender For:**

The rental/hire of furniture and equipment to supply for events at The Grassroots' Club for the period of twenty (12) months from 1 February 2024 to 31 January 2025. (or from any other commencement date as may be determined by The Grassroots' Club) with an option to renew for another twelve (12) months 1 February 2025 to 31 January 2026.

Closing Date/Time: **3<sup>rd</sup> January 2024 (Wednesday), 5pm**

Location of Tender Box: 2nd Level Admin Office  
The Grassroots' Club 190 Ang Mo Kio Ave 8  
Singapore 568046



THE GRASSROOTS' CLUB

## Content

- Tender Specifications
- Tender Form
- Tender Schedule
- Company/ Business Background Information
- Conditions of Tender
- Conditions of Contract



THE GRASSROOTS' CLUB

**TENDER SPECIFICATIONS FOR THE RENTAL/HIRE OF  
FURNITURE AND EQUIPMENT TO SUPPLY FOR EVENTS  
AT THE GRASSROOTS' CLUB TENDER NUMBER: TGC-BD-12-23-59**

**1. BACKGROUND**

The Grassroots' Club (TGC) was established to enable grassroots leaders (GRLs) to reach out to its peers. This is so as to build a stronger and more cohesive grassroots network. TGC is set up specially for GRLs in recognition of their contributions to community service. It is dedicated to be an exclusive Club which meets the social, educational, recreational and development needs of GRLs.

**2. OBJECTIVE**

To supply the rental/hire furniture and equipment for events at TGC.

**3. SCOPE OF PERIOD CONTRACT**

- 3.1 The contract requires the appointed Contractor(s) to supply the furniture and/or equipment for rental/hire for use at events held in TGC for the period of twelve (12) months from 1 February 2024 to 31 January 2025., or from any other commencement date for the same duration as may be determined by TGC in TGC's its sole discretion (Term). TGC shall have the option to renew this Contract on the same terms for an additional period of with an option to renew for another twelve (12) months from 1 February 2025 to 31 January 2026 by providing at least two (2) months' written notice to the Contractor(s) prior to the expiry of the Term.
- 3.2 The Contractor(s) shall supply the above-mentioned items on an as-and-when required basis as required by TGC.
- 3.3 The prices quoted in the Price Schedule are final.

**4. SCOPE OF WORK**

- 4.1 The Contractor(s) will assign a Sales/ Account Personnel/Team to provide the following services:
  - a) To be the main contact for TGC for liaison purposes.
  - b) Work closely with TGC to supply the furniture and/or equipment for rental/hire for use at events held in TGC, including on the set up, clearance date and timing for events, as advised by the Club.
- 4.2 The Contractor(s) shall supply manpower for set-up and clearance before and after events for orders submitted by TGC for all events held at TGC.



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- 4.3 The Contractor(s) must ensure that the workers deliver, set-up and clear all furniture and/or equipment at the specific timings provided by TGC.
- 4.4 The Contractor(s) must ensure the base of all furniture and/or equipment supplied are covered with rubber protections pads.
- 4.5 TGC reserves the right to impose penalty charges should there be any damage to TGC's property/ premises during the delivery of the services by the Contractor(s).

## 5. REQUIREMENT

- 5.1 The Contractor(s) shall:
  - a) Ensure the timeliness of the project(s); and
  - b) Provide an array of services for the rental/hire of furniture and/or equipment which may include but are not limited to those listed in the Price Schedule.

### For Compliance with bizSafe Requirements

- 5.2 The Tenderer(s) have to attain bizSAFE Level 3 certification or higher in order to be considered for award. The certification must be valid at the time of the closing date and time of this tender. An application in process may be considered with appropriate submission of such proof. As such, Tenderers who have not been certified are advised to apply for registration with the approved training service providers and declare their registration status at the earliest possible opportunity. For more information on bizSAFE framework and the list of trainers, please logon to [www.wshc.sg](http://www.wshc.sg)
- 5.3 Upon award of the Tender, the Contractor(s) must ensure that they obtain and maintain a valid bizSAFE Level 3 certification at all times during the Term, failing which TGC reserves the rights to terminate this Contract pursuant to Clause 12 of the Conditions of Contract.
- 5.4 If the Tenderers(s) are operating from a foreign-registered address, compliance with any certified safety and health qualification or certification in that country which is deemed equivalent to bizSAFE level 3 may be considered for the purposes of this Tender. However, TGC reserves the right to make the final decision on the acceptance of such certification.



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### Compliance with Workplace Safety

- 5.5 TGC will not be held liable for the safety of the workers the Contractor(s) engaged for the projects. The Contractor(s) are to ensure the safety and health of their workers and other people that are affected by their services.

### Compliance with Discipline at the Workplace

- 5.6 TGC is a smoke-free building. Any worker caught smoking in TGC will be fined \$200. This will be deducted from the Contract and the Contractor(s) shall issue a credit note reflecting the said deduction for every instance of any of its worker(s) being caught smoking in TGC to TGC.
- 5.7 The disposal of debris, rubbish and/or materials from the event site will be the responsibility of the Contractor(s) and shall be disposed outside TGC's premises
- 5.8 The Contractor(s) shall ensure that discipline at the workplace is maintained.

## **6. COMPLIANCE WITH LAWS AND TGC'S REGULATIONS**

- 6.1 The Contractor(s) shall provide an on-site supervisor to oversee the set-up and clearance of the furniture and/or equipment supplied to TGC.
- 6.2 The Contractor(s) undertakes to use only worker(s) with valid work permits. In the event that any action is initiated by the relevant authorities against TGC for illegal workers engaged by the Contractor(s), the Contractor(s) shall indemnify TGC against all actions, claims, expenses incurred by the Club accordingly.
- 6.3 Any temporary structure must comply with local safety codes and should only be installed with the prior approval of TGC and shall not be placed in anyway which will hinder and/or obstruct operation of TGC's Fire and Safety Routes and equipment.

### 6.4 SECURITY REQUIREMENTS AND DISCIPLINES

- a) The Contractor(s) will submit the name lists of their permanent workers to the TGC representative for endorsement before the commencement of any work in TGC.
- b) The Contractor(s) hereby agrees to forward a name list of all foreign workers together with copies of the relevant/valid work permits and passports for TGC's consideration at least 48 hours before the event which requires the Contractor(s)' supply of furniture and/or equipment.
- c) All vendor(s)/worker(s) engaged by the Contractor(s) MUST register at the Security Office and report to the TGC representative before commencement of any works in TGC, and before departure.



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- d) All vendor(s)/worker(s) engaged by the Contractor(s) shall be required to obtain a TGC Security Pass or Name Tag and display the pass or name tag at a prominent part of their uniforms while working at TGC.
- e) The Contractor(s) is to ensure that all foreign workers employed by them are registered with the Ministry of Manpower.
- f) The Contractor(s) and its vendor(s)/worker(s) are not allowed to work after office hours unless prior approval from TGC is obtained. Any request to work after office hours must be submitted to the TGC representative at least 2 days in advance.
- g) For any work conducted after office hours, a security guard or a TGC representative shall be present during the period of the work.
- h) The use of TGC's facilities is strictly prohibited to The Contractor(s) and all its staff and they shall also not be allowed to loiter in TGC's premises.
- i) Gambling and all forms of illegal and immoral activities are strictly prohibited.
- j) Strictly no smoking allowed within TGC's premises

#### 6.5 LOADING AND UNLOADING FOR DELIVERY

- a) No loading and unloading for the delivery of furniture and/or equipment shall be allowed at TGC's main entrance. Such loading and unloading shall only be allowed at TGC side gate entering from Yio Chu Kang Swimming complex's carpark.
- b) The Contractor(s) is to ensure that their delivery staff use only the service lift at all times to access level 2 & 3 for delivering furniture and/or equipment at these levels unless otherwise specified with prior written approval from TGC.



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**7. SUBMISSION**

7.1 In order for a Tenderer to be considered, the following must be submitted in English and duly completed, typewritten, signed and stamped. All erasures and amendments must be initiated. The tender will be valid for a period of six (6) months from the closing date of this tender.

- a) ACRA business profile;
- b) Company/ Business Background Information form;
- c) Company / Business Organisation Chart;
- d) Tender Schedule;
- e) Tender Form;
- f) Track record stating the job/ project and the name of the clients;
- g) Accreditation/ certifications;
- h) Awards (if any);
- i) Reference pictures of all items quoted for rental/ hire of furniture and equipment;
- j) 10 testimonials from clients.

7.2 Tender submission(s) must be submitted to TGC by hand to the following address, in two (2) sealed envelopes with the subject title Tender for The Rental/Hire of Furniture and Equipment, Tender No. "TGC-BD-12-23-59" and marked "original" and "copy" on the front of the respective envelopes.

The Grassroots' Club  
190 Ang Mo Kio Avenue 8  
Singapore 568046  
Attention: General Manager

Closing Date and Time: 3<sup>rd</sup> January 2024 (Wednesday), 5pm

Location of Tender Box: 2nd Level Admin Office  
The Grassroots' Club 190 Ang Mo Kio Ave 8  
Singapore 568046



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**8. TENDER EVALUATION CRITERIA**

8.1 Critical Evaluation Criteria

Non-compliance with Critical Evaluation Criteria will disqualify the Tender Proposal from further evaluation and award. Tenderer(s) must first satisfy the following critical evaluation criteria before their tender proposal will be considered:

- a) Tenderer(s) must not be suspended or debarred by the Standing Committee on Debarment, c/o Ministry of Finance, from participating in public sector tenders.
- b) Attendance at mandatory Tender Briefing (the details of which are set out under Section 11 below).

8.2 All submissions will be evaluated on following criteria but not limited to the following:

<b>S/no.</b>	<b>Criterion</b>
1	<b>Price Evaluation (60%)</b>  a) <u>Price submission –</u> Competitiveness of the tender proposal
2	<b>Quality Evaluation (40%)</b>  a) <u>Submission of Track Records –</u> Job / Project and name of the clients  b) <u>Submission of Testimonials –</u> 10 testimonials from clients  c) <u>Assess Company's Financial Status (over last 3 years) –</u> Tenderer's financial revenue  d) <u>Assess Accreditations / Certification</u> Bizsafe  e) <u>No Legal Lawsuit(s)</u>

8.3 Shortlisted Tenderers may be required to do a presentation to the Committee.





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**9. TENDERING SUBMISSION INSTRUCTIONS**

- 9.1 The Tenderers shall satisfy themselves as to their ability to undertake and satisfactorily complete all items listed in the Scope of Work described above and, in the manner, required herein prior to submitting their tender offer.
- 9.2 Tenderers shall submit the submissions listed in the Tender Specifications.
- 9.3 Tenderers can submit other information which can assist TGC to ascertain their reliability and qualification.

**10. IMPORTANT NOTES**

- 10.1 All information related to this Tender, its award and any projects assigned thereafter are confidential. The Contractor(s) shall make reasonable effort to ensure that all personnel involved do not disclose or allow disclosure, any information or data provided to, made available to, or obtained in the course of its participation to this project.
- 10.2 TGC reserves the right to award the tender wholly or partially to one or more Tenderer(s).
- 10.3 TGC is not obliged to award this Tender to the Tenderer who makes the lowest offer.
- 10.4 The costs submitted shall be in Singapore dollars, including all costs and excluding Goods and Services Tax (GST). No exclusions of any cost shall be permitted in the pricing.

**11. BRIEFING**

- 11.1 A briefing will be conducted at the date, time and place specified below:

Date: 20<sup>th</sup> December 2023 (Wednesday)  
Time: 3pm  
Venue: The Grassroots' Club, Meeting Room 1 (Level 2)  
190 Ang Mo Kio Ave 8  
Singapore 568046

- 11.2 As the briefing will have an important bearing on the contract, Tenderers are required to attend the session without fail. Tenders submitted by Tenderers who have not attended the session will be disqualified.



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## TENDER FORM

Tender No: TGC-BD-12-23-59

To: The General Manager  
The Grassroots' Club  
190 Ang Mo Kio Avenue 8  
Singapore 568046

Dear Sir,

### **TENDER FOR RENTAL/HIRE OF FURNITURE AND EQUIPMENT TO SUPPLY FOR EVENTS AT THE GRASSROOTS' CLUB**

1. I / We have read the following documents:
  - a. Tender Specifications
  - b. Tender Schedule
  - c. Company/ Business Background Information form
  - d. Conditions of Tender
  - e. Conditions of Contract
2. I / We \_\_\_\_\_  
(name(s) / company name) hereby offer in accordance with the above-mentioned provisions in the Tender Specifications, Tender Schedule, Company/ Business Background Information form, Conditions of Tender and Conditions of Contract to tender for the rental/ hire of furniture and equipment to supply for events at The Grassroots' Club.
3. I/ We understand that upon TGC's acceptance of my / our offer, I am / we are automatically bound by an Agreement to fulfill the offer contained in this Tender.
4. I/ We understand that TGC has sole discretion to accept a tender.
5. My/Our tender remains valid for a period of six (6) months from the closing date.
6. I / We declare that my / our company is \*NOT GST registered. If yes, my / our company GST registration number is \_\_\_\_\_  
*\* Delete as deem appropriate.*
7. I/ We enclose herein the required documents pursuant to clause 7.1 of the Tender Specifications for the Rental/Hire of Furniture and Equipment to Supply for Events at The Grassroots' Club Tender Number: TGC-BD-12-23-59.



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Yours faithfully,

Signature(s) \_\_\_\_\_ / \_\_\_\_\_

Name(s) \_\_\_\_\_ / \_\_\_\_\_

NRIC No(s) \_\_\_\_\_ / \_\_\_\_\_

Nationality \_\_\_\_\_ / \_\_\_\_\_

Address(es) \_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_

Telephone No(s) \_\_\_\_\_ / \_\_\_\_\_

In the capacity of \_\_\_\_\_ / \_\_\_\_\_

DULY AUTHORISED to sign tenders for and on behalf of

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Company's Stamp

Date: .....



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**TENDER SCHEDULE FOR THE RENTAL/ HIRE OF FURNITURE AND EQUIPMENT  
TO SUPPLY FOR EVENTS AT THE GRASSROOTS CLUB  
TENDER NUMBER: TGC-BD-12-23-59**

Note: All prices (exclude GST) quoted shall be inclusive of supply, delivery, labour and installation charges along with any other incidental costs pertaining to the set-up of the services.

<b>S/N</b>	<b>Description</b>	<b>Qty</b>	<b>Price Per Unit(S\$) exclude GST</b>
1	Single Slope Tent 10' X 10'		
2	Single Slope Tent 10' X 20'		
3	Single Slope Tent 14' X 20'		
4	Single Slope Tent 16' X 20'		
5	Single Slope Tent 18' X 20'		
6	Single Slope Tent 20' X 20'		
7	Single Slope Tent 16' x40'		
8	Single Slope Tent 24' X 20'		
9	Single Slope Tent 26' X 20'		
<b>10</b>	Single Slope Tent 28' X 20'		
11	Single Slope Tent 32' X 20'		
12	Dome Shaped Tent 10' X 10'		



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S/N	Description	Qty	Price Per Unit (S\$) exclude GST
13	Dome Shaped Tent 10' X 20'		
14	Dome Shaped Tent 20' X 20'		
15	Dome Shaped Tent 32' X 20'		
16	Dome Shaped Tent 40' X 20'		
17	Dome Shaped Tent 60' X 20'		
18	Dome Shaped Tent 60' (W) x 144' (L)		
19	Dome Shaped Tent 60' (W) x 32' (L)		
20	Marquee Tent 14' (w)x 11.55' (ht) x 3m (l)		
21	Marquee Tent 20' (w)x 12' (ht) x 3m (l)		
22	Marquee Tent 23.9' (w)x 12.5' (ht) x 3m (l)		
23	Marquee Tent 27'10" (w} x 12.9' (ht) x 3m (l)}		
24	Marquee Tent 33'95" (w) x 13.46' (ht) x 3m (l)		
25	Marquee Tent 40'95" (w) x 13.46' (ht} x 3m (l)		
26	Gazabo Tent (20' x 10'] (w) x 17'9" (htfx 3m (l)		
27	Gazabo Tent (10' x 10'] (w) x 17'9" (ht) x 3m (l)		



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S/N	Description	Qty	Price Per Unit (\$\$) exclude GST
28	Gazabo Tent [16' x 16'] (w) x 19' (ht) x 3m (l)		
29	Gazabo Tent [20' x 20'] (w) x 19'9" (ht) x 3m (l)		
30	Hexagon Marquee 34'6" (w) x 17'2" x 3m (l)		
31	A-Tent extension [17' (w) X 9' (ht) X 12.6' (ht)] X [17'(w} x 17' (ht) x 17' (ht)] x [17' (w) x12.6' (ht)] X [17' (w) x 9'(ht)]		
32	A-Tent extension 35" x40"		
33	A-Tent extension 32" X 36"		
34	A-Tent extension 30" x40"		
35	Carpet (Pipet material) per metre		
36	Cushion Chair with cover		
37	Cushion Chair without cover		
38	PVC Chair without cover		
39	Ceiling Rotating Fan		
40	Ceiling Industrial Fan		
41	Standing Industrial Fan		
42	Mist Fan		



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S/N	Description	Qty	Price Per Unit (S\$) exclude GST
43	Generator 60KVA c/w cable/ switch board and fencing		
44	Generator 25KVA c/w cable/ switch board and fencing		
45	Light (Florescent Light) - 4 Feet		
46	Flood Light - 1000 watts		
47	Plank - 4 feet by 8 feet raised platform (plywood)		
48	Square table (3 feet x 3 feet)		
49	Square table (3 feet x 3 feet) with skirting		
50	Long table (2 feet x 4 feet)		
51	Long table (2 feet x 4 feet) with skirting		
52	Long table (2 feet x 6 feet)		
53	Long table (2 feet x 6 feet) with skirting		
54	Round table (4 feet) diameter		
55	Round table (4 feet) diameter with skirting		
56	Round table (4.5 feet) diameter		
57	Round table (4.5 feet) diameter with skirting		



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S/N	Description	Qty	Price Per Unit (S\$) exclude GST
58	Round table (5 feet) diameter		
59	Round table (5 feet) diameter with skirting		
60	Round table (6 feet) diameter		
61	Round table (6 feet) diameter with skirting		
62	Round table (8 feet) diameter		
63	Round table (8 feet) diameter with skirting		
64	Round table (12 feet) diameter		
65	Round table (12 feet) diameter with skirting		
66	Dancing to Tube		
67	Stage with carpet and skirting and staircase with railing (per sq feet)		
68	Stage with carpet and skirting (per sq feet)		
69	Cocktail Table		
70	Queue Poles		
71	White canvas per square foot		
72	Inner lining per square foot		





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S/N	Description	Qty	Price Per Unit (S\$) exclude GST
73	Planking Per square foot		
74	Plain platform per square foot		
75	New carpet per square foot		
76	Plain backdrop per square foot		
77	Side canvas per sq ft		
78	12,725 BTU/ hr Air Conditioner		
79	25,450 BTU/ hr Air Conditioner		
80	Cooler		
81	Spot Light per unit		
82	Colour Bulb per unit		
83	Fairy Lights by metre		
84	Weathered-Proof 13 Amp Power Point		
85	Generator 45KVA w/ Fencing & DB Box		
86	Generator 90KVA w/ Fencing & DB Box		



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S/N	Description	Qty	Price Per Unit (S\$) exclude GST
87	Generator 150KVA w/ Fencing & DB Box		
88	Generator 250KVA w/ Fencing & DB Box		
89	Platform (5' high)		
90	Platform (6' high)		
91	Mobile toilets - Chemical		
92	Rain Curtain		
93	Cost of installation services from 6pm to 12mn (by per hour)		
94	Power Point		
95	Please state lead time for event.		
96	Please state surcharge or labour charge, if any.		
97	Bistro tables		
98	Bistro chairs		
99	Workers for setting up chairs, tables and cleaning services before and after the event (please quote cost per man-hour)		
<b>Grand Total:</b>			<b>S\$</b>

Name & Address of Contractor

Signed \_\_\_\_\_

In the capacity of \_\_\_\_\_  
(e.g. Manager etc.) duly authorised to sign  
tenders for and on behalf of the Contractor  
named herein.

\_\_\_\_\_

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



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**TENDER SPECIFICATIONS FOR THE RENTAL/HIRE OF FURNITURE  
AND EQUIPMENT TO SUPPLY FOR EVENTS AT THE  
GRASSROOTS' CLUB TENDER NUMBER: TGC-BD-12-23-59**

**COMPANY/BUSINESS BACKGROUND INFORMATION FORM**

1. Name of Company/Business:

2. Registered Address in Singapore:

3. Place of Business  
(if different from address above):

4. Type of Ownership:

5. Company/Business Registration Date:

6. Nature of Company/Business:

7. Number of years in providing services in Singapore:

8. Company's Financial Status based on Financial Year  
(Revenue over last 3 years- please complete table below and attach the  
relevant Company's audited statements and any other supporting documents).

<b>Revenue in 2020</b>	
<b>Revenue in 2021</b>	
<b>Revenue in 2022</b>	



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9. Detailed particulars of Partners/Company Directors

<b>Full Name/Designation</b>	<b>NRIC No</b>	<b>Working Experience</b>

10. Debarment (if any)

<b>Name of Authority</b>	<b>Reasons for Debarment</b>	<b>Effective Date of Debarment (From and To)</b>
	--	



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11. Has the Company/Business been involved or is the Company/Business currently involved in any legal lawsuit?

Yes / No (Please delete accordingly) (If yes, please state reason)

Reason: \_\_\_\_\_

I/We declare that the above statements are true and correct. TGC is authorised to make all investigations, which TGC deems necessary.

\_\_\_\_\_  
Authorised Signature

\_\_\_\_\_  
Full Name in Blocks

\_\_\_\_\_  
NRIC/ Passport No.

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Name of Company/ Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seal where the Party  
is a body corporate



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## CONDITIONS OF TENDER

### 1. DEFINITIONS

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

- a) "TGC" means The Grassroots Club and/or the location of facilities where the Services are to be delivered in the appropriate context, and shall include its assigns and successors in law and its duly authorized representatives.
- b) "Open to Tender" means the tenderer to participate in this tender and comprises all tender documents forwarded to the Tenderer inclusive of Covering Letter, Instructions to Tenderer and any other documents and forms enclosed.
- c) "Contract" means any resultant contract and its annexes between TGC and the successful Tenderer.
- d) "Service" means the work which the Contractor is required to perform under the Contract.
- e) "Contractor" means a person/entity or his/its permitted assigns who has been successfully awarded the Contract by TGC, on conditions that he/it has fulfilled and satisfied the requirements as stated in the Invitation to Tender.
- f) "Tenderer" means a person/entity or his/its permitted assigns offering to supply the Services.
- g) "Officer" means any person engaged by the Contractor to render the Services to TGC, as stated in the Contract, not limited to temporary or relief deployment on site.
- h) Save as set out above, all terms referred to in this Conditions of Tender shall have the same meanings as those given in Contract to successful Tenderer.
- i) Words importing the singular include the plural and vice versa.
- j) The headings are for convenience only and not for the purpose of interpretation.



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### **2. Validity Period**

Tenders submitted shall remain valid for acceptance for Six Months Validity Period and during such extension of the period as may afterwards separately be agreed to in writing by the Tenderer at the request of TGC.

### **3. Withdrawal of Tender**

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 TGC have against him, be liable to be debarred from Club's future tenders.

### **4. Acceptance of Tender**

- a) TGC shall be under no obligation to accept the lowest or any tender. TGC shall be under no obligation to enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a tender.
- b) TGC reserves the right, unless the Tenderer expressly stipulates to the contrary in his contract, of accepting such portion of each tender as TGC may decide.
- c) The issuance of a Letter of Acceptance by TGC shall constitute an acceptance of the tender and shall create a binding Contract on the part of the Tenderer to supply to TGC the Articles and/or Services offered in the Tender. 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. TGC may at its discretion require the Tenderer to sign a written agreement.

### **5. Language**

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

### **6. Confidentiality**

- a) Except with the consent in writing of TGC, the Tenderer shall not disclose the tender, or any of its provisions, or any specifications, plans, photographs, samples or instructions issued by TGC.
- b) TGC may require an unsuccessful Tenderer to return any specifications, plans, photographs, samples or instructions issued by TGC.

### **7. Ownership of Tender Documents**

All tender documents submitted by the Tenderer in response to this invitation to Tender shall become the property of TGC. However, intellectual property in the information contained in the Tender submitted by the Tenderer shall remain vested in the Tenderer.

### **8. Alteration, Erasures or Illegibility**

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



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**9. Clarifications of the Tenderer's Proposal**

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

**10. Expense of Tenderer**

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

**11. Notification**

Notification will not necessarily be sent to the unsuccessful Tenderer by TGC.

**12. 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 Tax (GST) chargeable for the supply of Articles 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 Articles and Services.
- b) If the Contractor is a taxable person/entity under the GST Act, TGC will pay the Contractor, in addition to the rates and prices proposed, the GST chargeable on the supply of Articles and Services provided pursuant to this Tender.

**13. GST Registration**

- a) The Tenderer shall declare his/its GST status in his/its Tender. He/It shall clearly indicate whether he/it is, or whether he/it will be a taxable person under the GST Act. He/It shall, if available, furnish the GST registration number to TGC.
- b) A Tenderer who declares himself/itself to be a non-taxable person/entity under the GST Act but who becomes a taxable person/entity after the award of the Tender shall forthwith inform TGC of his/its change in GST status. He/It shall be entitled to claim from TGC any GST charged on the supply of Articles or Services supplied by him/it after his/its change of GST status.





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## CONDITIONS OF CONTRACT

### 1. DEFINITIONS

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

- a) "TGC" means The Grassroots Club and/or the location of facilities where the Services are to be delivered in the appropriate context, and shall include its assigns and successors in law and its duly authorized representatives.
- b) "Open to Tender" means the tenderer to participate in this tender and comprises all tender documents forwarded to the Tenderer inclusive of Covering Letter, Instructions to Tenderer and any other documents and forms enclosed.
- c) "Contract" means any resultant contract and its annexes between TGC and the successful Tenderer.
- d) "Service" means the work which the Contractor is required to perform under the Contract.
- e) "Contractor" means a person/entity or his/its permitted assigns who has been successfully awarded the Contract by TGC, on conditions that he/it has fulfilled and satisfied the requirements as stated in the Invitation to Tender.
- f) "Tenderer" means a person/entity or his/its permitted assigns offering to supply the Services.
- g) "Officer" means any person engaged by the Contractor to render the Services to TGC, as stated in the Contract, not limited to temporary or relief deployment on site.
- h) Save as set out above, all terms referred to in this Conditions of Contract shall have the same meanings as those given in Contract to successful Tenderer.
- i) Words importing the singular include the plural and vice versa.
- j) The headings are for convenience only and not for the purpose of interpretation.



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## **2. SCOPE OF CONTRACT**

The Contractor shall carry out and complete the supply of all items of Goods and Services as stipulated in the Tender or as subsequently varied by Parties in compliance with the directions and to the satisfaction of TGC.

## **3. PERFORMANCE**

The Contractor shall perform the Services for the period of twelve (12) months from 1 February 2024 to 31 January 2025, or from any other commencement date as may be determined by TGC in its sole discretion (Term). TGC shall have the option to renew the Contract on the same terms for an additional period of twelve (12) months by providing at least two (2) months' written notice to the Contractor prior to the expiry of the Term. TGC reserves the right to decide on the extension of the Contract and is not required to assign or provide any reason if not exercised.

## **4. RIGHTS OF THIRD PARTIES**

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

## **5. GIFTS, INDUCEMENTS OR REWARDS**

TGC may terminate the Contract and to 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 TGC or for showing or forbearing to show favor to any person in relation to any contract with TGC, or if the like acts shall have been 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 TGC the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter 9 of the Penal Code or Prevention of Corruption Act or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter 9 of the Penal Code or the Prevention of Corruption Act.



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## 6. CONTRACTOR'S PERSONNEL

The Contractor shall appoint a competent and authorized person to represent him and shall notify in writing to TGC of the name of such person, unless the Contractor manages the Works himself (hereinafter called the "Contractor's Representative"). The Contractor's Representative shall monitor manage, administer and give his whole time to the superintendence of the Works during the Term of the Contract. Any instructions given to him by TGC shall be deemed to have been given to the Contractor. TGC shall be empowered to object to the appointment of any person appointed as the Contractor's Representative and upon receipt from TGC of a notice of objection in writing, the Contractor shall forthwith remove him from carrying out the Services in accordance with the Contract provided always that TGC shall not issue such a notice of objection unreasonably or vexatiously.

## 7. DELAY IN PERFORMANCE

- a) 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.
- b) If the Contractor fails to complete the performance of Services by the date specified in the Contract, TGC shall have the following rights;
  - 1) 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
  - 2) 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 Singapore Dollars \$100 per day (including Sundays and Public Holidays), as liquidated damages for every day of delay until the Services are performed 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 (3) months of the expiry of the Contract.



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## **8. SUB-CONTRACTING AND ASSIGNING**

- a) The Contractor shall not, without the written consent of TGC, assign or subcontract any portion of the Services, except for the supply of materials and equipment.
- b) In the event of any portion of the Services being sub-contracted with the written consent of TGC, the Contractor shall be solely and fully responsible for the due observance by such authorized Sub-Contractor or Sub-Contractors of all the terms, stipulations and conditions stated herein.

## **9. APPLICABLE LAW**

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

## **10. EMPLOYMENT OF LEGAL WORKERS**

The Contractor shall employ only persons approved to work by Ministry of Manpower, the Immigration Department or any other Government Authority having jurisdiction over such matters in any particular trade or skill required to complete the Services.

## **11. SUSPENSION OR TERMINATION**

TGC shall, after giving seven (7) days prior written notice in writing to the Contractor have the right to suspend or terminate the Contract if TGC 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 TGC shall pay the Contractor the price of the Services performed and accepted by TGC. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by TGC to the Contractor by reason of this Clause.



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## 12. RIGHTS OF TGC IN THE EVENT OF DEFAULT BY THE CONTRACTOR

- a) If the Contractor defaults in his performance of this Contract, TGC may issue a notice of default to the Contractor informing the Contractor of its default. The Contractor shall, within seven (7) days of the date of the notice of default, remedy the default. If the default affects the safety or security, the Contractor shall, within one (1) day of the notice of default, remedy the default.
- b) If the Contractor fails to do so, the Contractor shall be deemed to have repudiated the Contract and TGC shall have the right to;
  - 1) employ and pay other persons to execute any work whatsoever which may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor, OR
  - 2) terminate the Contract or cancel any part thereof by way of a notice of termination without TGC being liable therefore in damages or compensation. The said termination shall take effect from the date of the notice of termination.
- c) TGC may, by written notice to the Contractor and at any time, terminate the Contract with immediate effect with no further obligations or liabilities whatsoever to the Contractor (including to make any further payment, other than in respect of amounts accrued prior to the effective date of such termination) if:
  - 1) The Contractor commits any material breach or repeated breach or non-observance of any of the conditions of the Contract which includes but is not limited to any failure to comply in accordance with Clause 10 of this Conditions of Contract.
  - 2) The Contractor enters into liquidation whether compulsorily or voluntarily, or enters into an arrangements with its creditors or makes any general assignment for the benefit of its creditors or has a receiver or similar officer appointed in respect of any material part of its assets or property or ceases or threatens to cease to carry on the whole or any substantial part of its business, or any other circumstances such that, in the reasonable opinion of TGC, the Contractor is no longer able to perform its material obligations under the Contract; or The Contractor, in the reasonable opinion of TGC, acts in such manner detrimental to the interest, goodwill or reputation of TGC.
- d) In the event of termination under Sub-Clauses 12b(2) and 12c above, TGC 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 TGC shall be recoverable from the Contractor.
- e) Termination of the Contract in accordance with this Clause 12 shall be without prejudice to any other rights or remedies the parties may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of the parties nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.



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### **13. TERMINATION WITHOUT DEFAULT**

TGC or Contractor may terminate the contract at any time should either party consider it desirable to do so, by giving a written notice of 2 months or of a period agreed upon by both parties.

### **14. VARIATION OF CONTRACT**

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 TGC.

### **15. PAYMENT**

TGC's normal payment term is to pay within thirty (30) days after each delivery of the Articles or performance of the Services and receipt of the commercial invoice and documents.

### **16. TAXES, FEES AND DUTIES**

- a) 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.
- b) If TGC 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 TGC may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments, the Contractor hereby authorises TGC to comply with the terms of the said request
- c) TGC shall pay to the Contractor a sum equal to the Singapore Goods and Services Tax chargeable on the supply to TGC of any services by the Contractor in accordance with the Contract. For clarification, "Goods and Services Tax" shall refer to tax under the Goods and Services Tax Act.
- d) Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he/it is a taxable person/entity 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.



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## **17. GOVERNMENT REGULATIONS**

The Contractor shall, at its own costs, obtain and maintain all licenses and authorisations, including export licenses 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.

## **18. INDEMNIFICATION OF TGC AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES**

In the event of TGC (including for this purpose every officer and department thereof) being held liable for damages arising out of any claim occasioned by any workman or employee employed by the Contractor in and for the performance of the Contract, the Contractor shall indemnify TGC, its officers or departments against such claim and any costs, charges and expenses in respect thereof, PROVIDED that the same is not caused by the gross negligence or willful default of TGC, its officers or agents.

## **19. MEDIATION CLAUSE**

- a) 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.
- b) A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 19a.
- c) Failure to comply with Clause 19a or 19b shall be deemed to be a breach of contract.

## **20. ARBITRATION**

In the event that efforts to settle any dispute arising out of or in connection with this Contract cannot be resolved in accordance with Clause 19, then the Parties refer the said dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, for arbitration by an arbitrator to be agreed between the Parties or failing agreement, to a person to be appointed as arbitrator by the President or Vice President for the time being of the Singapore Institute of Arbitrators upon an application therefor made by either party. The arbitration shall be conducted in accordance with the Rules of Arbitration of the Singapore Institute of Arbitrators for the time being in force.



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## **21. OPTION TO EXTEND**

TGC shall have the option to extend the Contract for a further period of another twelve months by providing at least two (2) months' written notice to the Contractor prior to the expiry of the Term. Unless otherwise specifically agreed between the Parties, the same terms and conditions (inclusive of any amendments), and the Services purchased shall form part of the Services defined in this Contract and apply to the renewed period.

## **22. REPLACEMENT OF PERSONNEL**

The Contractor shall replace its personnel within fourteen (14) days from the date of written notice from TGC that 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.

## **23. JOINT & SEVERAL LIABILITY**

If the Contractor is a joint venture or joint venture partnership, the individual companies or partners comprising the Contractor shall be deemed jointly and severally liable to TGC under this Contract.

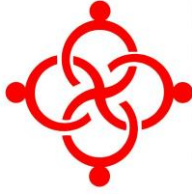
## **24. TGC PROPERTIES**

The Contractor shall be fully responsible to make good at his/its own expense and within the time stipulated by TGC any loss or damage to any property belonging to or in the control or custody of TGC, which loss or damage is caused by or arises from the Services provided by the Contractor and/or his/its permitted assigns. If the Contractor fails to make good any loss or damage within the time stipulated by TGC, TGC may make good such loss or damage and all costs and expenses in connection therewith shall be deducted from any monies due or to become due to the contractor under this contract, and any deficiency arising there from shall be debt due from the contractor to TGC recoverable in civil action.

## **25. INJURY TO PERSONS AND PROPERTY AND EMPLOYER'S INDEMNITY**

The Contractor shall be liable for, and shall indemnify TGC against any expense, liability, loss claim or proceedings whatsoever arising under any statute in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Services provided, unless due to any act or neglect of TGC or of any person for whom TGC is responsible.





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## **26. PUBLIC LIABILITY**

The Contractor shall maintain at his/its own expense a Public Liability Policy of \$1 million Singapore Dollars to cover any claim in the event of an accident caused to properties, equipment or people in the course of executing the works on TGC premises.

## **27. WORKMEN COMPENSATION**

The Contractor shall maintain the Work Injury Compensation Insurance as required under the Work Injury Compensation Act.

## **28. COST**

Notwithstanding anything and in consideration of the total Contract Cost, the Contractor shall bear its own cost of carrying out the scope of work under this contract including the supply of equipment and materials.

## **29. THE RIGHTS OF THE GRASSROOTS' CLUB**

THE GRASSROOTS' CLUB reserves the right to ask the selected Contractor(s) to re-do any work that they are tasked to undertake to the satisfaction of the staff-in-charge.