



THE GRASSROOTS' CLUB

CONDITIONS OF TENDER

1. Definitions

- a. All terms referred to in this Invitation to Tender shall have the meanings ascribed to them in the Conditions of Contract, unless otherwise defined herein or the context otherwise requires.
- b. The principles of construction set out in Clause 1.2 of the Conditions of Contract shall apply to each document in this Invitation to Tender.

2. Tendering Period

This Invitation to Tender shall be closed on the Closing Date and Time. "Closing Date and Time" means the date and time specified in the Covering Letter, or such other date and time as notified by the Authority from time to time. Tender Offers received after the Closing Date and Time shall be disqualified.

3. Validity Period

Tenders submitted shall remain valid for acceptance for Validity Period of 3 months and during such extension of the period as may afterwards separately be agreed to in writing by the Tenderer at the request of TGC.

4. 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No tenders may be withdrawn after the closing date prescribed in the Invitation to Tender.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.

5. Acceptance of Tender

- a) TGC shall be under no obligation to accept the lowest/highest 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.

6. Language

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

7. 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.

8. 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.

9. 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.

10. Clarifications of the Tenderer's Proposal

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

11. Expense of Tenderer

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

12. Notification

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

13. The Goods and Services Tax (GST)

- a) The Tenderer shall not include in the proposed rental in his tender, the Singapore Goods and Services Tax (GST) chargeable for the supply of Articles or Services required in the Tender. All prices quoted shall be exclusive of the said GST chargeable on the supply of the said Articles and Services.

14. GST Registration

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

15. Corrigenda To Invitation To Tender

The Authority shall have the right to amend any terms in, or to issue supplementary terms to this Invitation to Tender at any time prior to the Closing Date and Time.