



TGC-MD-04-16

CONDITIONS OF TENDER

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 shall include its assigns and successors in law and its duly authorized representatives.
- b. "TGC" means The Grassroots' Club which is the location of facilities where the Services are to be delivered.
- c. "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.
- d. "Contract" means any resultant and its annexes between TGC and the successful tenderer.
- e. "Service" means the work which the contractor is required to perform under the contract.
- f. "Contractor" means a person or his permitted assigns who has been successfully awarded the contract by TGC, on conditions that he has fulfilled and satisfies the requirements as stated in the Invitation To Tender.
- g. "Tenderer" means a person or his permitted assigns offering to supply the services.
- h. "Officer" means any person engaged by the contractor to render his services to TGC, as stated in the Contract, not limited to temporary or relief deployment onsite.
- i. Save as set out above, all terms referred to in this Open to Tender shall have the same meaning as those given in contract to successful tenderer.
- j. Words importing the singular include the plural and vice versa.
- k. The headings are for convenience only and not for the purpose of interpretation.



1. Eligibility

- a) Any company or business which is currently debarred from participating in Government tenders shall not be eligible to participate in this tender. If a tender is submitted without explicitly mentioning that the tenderer is currently debarred, TGC shall treat the submission of the tender as an express continuing declaration by the tenderer that the tenderer is in fact eligible to participate in this tender and, if such a declaration is found to be false, TGC will be entitled to rescind any contracts entered into pursuant to such a tender, without TGC being liable in damages or compensation.
- b) Tenderers to have Financial grade L2 and above
- c) Preferably with minimum bizSafe Level 3 or above certification

2. Submission of Tender

- a) Tenderers shall be deemed to have read and understood the contents of the attached documents issued by TGC
- b) Tenderers shall submit their tenders in accordance with the following mode of submission:

1 set of tender proposal to be submitted in sealed envelope and dropped into Tender Box outside TGC Admin Office (level 2). It is the tenderer's responsibility to ensure delivery to TGC. Tenderers to specify clearly:

On the top **left-hand corner** of the envelope:

- (i) "Reinstatement Works at The Grassroots' Club"
- (ii) Closing date and time of the tender
- (iii) Name and address of tenderer

On the top **right-hand corner** of the envelope shall be marked "Original".

- c) Any inconsistency or conflict arising between parts of the tender proposal may render the submission of tender incomplete and be rejected.
- d) TGC reserves the right to reject tenders not submitted in accordance with the mode(s) of submission specified in the instructions to tenderers without assign any reason or whatsoever.



e) No tender may be withdrawn after the closing date prescribed in the instructions to tenderers. Any tenderer who attempts to do so may, in addition to any remedy which TGC may have against him, be liable to be debarred from future tenders.

f) Tender proposals shall be in English.

3. **Compliance with Instructions**

Tenders will be accepted only if it is submitted according to the instructions contained and, in the form(s) prescribed in the invitation to tender. Any tenderer who attempts to vary the specification of tender is liable to be rejected. In consideration of the tenderer agreeing to abide by these instructions in the invitation to tender, TGC shall evaluate the tender fairly and in accordance with the said instructions.

4. **Acceptance of Tender**

- a) TGC shall be under no obligation to accept the lowest or any tender. TGC shall normally not 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 tender, of accepting such portion of each tender as TGC may decide.
- c) The issue of Letter of Acceptance by TGC 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 TGC the goods and/or services offered in the tender. The contract shall be governed by the conditions of contract.
- d) 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. **Copies of Tender**

Where the instructions to tenderers specifies tenders are to be submitted using hardcopies, tenderers shall submit the tender and supporting brochures/handbook in the number of sets as specified in the Invitation to Tender. Once set is to be marked "Original".

6. **Validity Period**

Tenders submitted shall remain valid for acceptance for a period of six (6) calendar months from the closing date of the tender and during such extension of the period as may afterwards separately be agreed to in writing by the tenderer at the request of TGC.



7. **Confidentiality**

Except with the consent in writing from TGC, the tenderer shall not disclose this tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by TGC.

8. **Ownership of Tender Documents**

All 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. This clause is without prejudice to any provisions to the contrary in any subsequent contract between the tenderer and TGC.

9. **Alterations, Erasures or Illegibility**

Except for amendments to the entries made by the tenderer himself 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.

10. **Clarifications of Tender**

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

11. **Expense of Tenderer**

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

12. **Goods and Services Tax (GST)**

Tenderers shall not include in the rates and prices proposed in their tenders, the Goods & Services Tax chargeable for the supply of goods, services or works required in the tender. All rates and prices quoted shall be exclusive of GST.

13. **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) The tenderer will be deemed to be a taxable person if no declaration to the contrary is made in the tender. A tenderer who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person after accepting the tender award shall forthwith inform TGC of his change in GST status shall be entitled to reimbursement by TGC of any GST charged on the goods, services or works he supplies after his change in GST status.



14. Sub-Contracting and Assigning

Except where expressly provided by the Contract, the tenderer shall NOT sub-contract or assign the contract to a third party without the written consent from TGC.

15. Notification

Notification will be sent to unsuccessful tenderers by TGC via email.

16. Applicable Law

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.

17. Ownership Status of Tenderer

The Tenderer shall provide full information on:

- a) the name and address of any person, company or corporation which owns, whether directly or indirectly, at least 50% of the total number of shares in the tenderer.
- b) The number, percentage and class of shares held by such person, company or corporation.

18. Short Listing of Tenderers

- a) TGC reserves the right to shortlist tenderers in accordance with the criteria set forth in the Invitation To Tender, and give those short listed the opportunity to submit new or amended tenders on the basis of TGC revised requirements in accordance with a common deadline.
- b) The tenders received based on revised and updated requirements shall form the basis of the final tender evaluation. The tenders received in the final round shall be completed and comprehensive, and shall over-ride 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 accordance with the mode(s) of submission as instructed.

19. Abbreviation

Abbreviations as far as possible should not be used in the tender unless they are defined in the tender

20. Corrigenda to Invitation To Tender

TGC reserves the rights 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.

21. Price Format

Tenderers are required to price each and every item on the price formats (Schedule 1).



22. **Disclaimer**

This invitation to tender may not contain all the information which tenderers may require. Tenderers should therefore make his own inquiries and seek such clarifications whenever they think necessary. TGC 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.

23. **Submission of Audited Accounts**

Tenderers shall submit the last three (3) years audited accounts.