



## **INVITATION TO TENDER FOR UPGRADING WORKS ON EXISTING PLAYGROUND TO AN INCLUSIVE PLAYGROUND AT THE CEREBRAL PALSY ALLIANCE SINGAPORE (CPAS)**

**(Our ref: ITT/IPLAY/2020/003)**

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### **SECTION A – INSTRUCTIONS TO TENDERERS**

#### **1. General**

- 1.1** All Tenderers shall be required to study this document thoroughly to ensure full compliance with all the requirements and scrutinise carefully the prepared submissions for errors and omissions before tendering. This document shall form an integral part of the Contract.

#### **2. Definitions**

- 2.1** Throughout this Invitation to Tender and any resultant Contract (defined in the Conditions of Contract), unless the context otherwise requires, the following definitions shall apply:
- (a) “Closing Date” means the time and the date referred to in the Cover Letter, which is the deadline for submission of Tenders.
  - (b) “CPAS” means Cerebral Palsy Alliance Singapore, a social service agency incorporated under the Registry of Societies (ROS).
  - (c) “CPASS” means Cerebral Palsy Alliance Singapore School.
  - (d) “DAC” means Day Activity Centre.
  - (e) “EIPIC” means Early Intervention Programme for Infants and Children.
  - (f) “GROW” means Goodwill, Rehabilitation and Occupational Workshop.
  - (g) “CP Centre” means Cerebral Palsy Centre, CPAS main building at 65 Pasir Ris Drive 1, Singapore 519529.
  - (h) “EIPIC Cove” means EIPIC at Block 629 / 630 Pasir Ris Drive 3, Singapore 510629 / 510630.
  - (i) “Invitation to Tender” means the invitation to participate in this Tender and comprises all the Tender Documents referred to in the Cover Letter.

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Cerebral Palsy Centre

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- (j) "Tenders" mean the submissions made by Tenderers in response to the Invitation to Tender.
- (k) "Tender Price" means the total price stated in the Form of Tender for the provision of goods and / or services required under this Invitation to Tender.
- (l) "Tenderers" mean the persons invited to submit Tenders to provide the goods and / or services required under this Invitation to Tender.
- (m) All other terms referred to in this Invitation to Tender shall have the same meaning as those given in the Conditions of Contract.

### 3. Eligibility

- 3.1 Tenderers can participate in this Tender only if they are not under any debarment from any of CPAS's tenders and quotations.
- 3.2 Tenderers who do not meet any critical criteria under the Evaluation Criteria are liable to be disqualified at CPAS's discretion.

### 4. Submission of Tenders

- 4.1 Tenderers shall submit their Tender by the Closing Date in sealed envelopes to CPAS by hand / courier to the following address on weekdays, excluding public holidays, between 8a.m. to 5p.m.:

Cerebral Palsy Alliance Singapore  
 Cerebral Palsy Centre  
 65 Pasir Ris Drive 1  
 Singapore 519529  
 Attention: Ms Nickie Ang  
 Finance Manager  
 Tender Box No. 1

- 4.2 Submission of Tenders to follow the forms prescribed in Section E:

✓	Tender Form
✓	Tenderer's Information
✓	Information of Major Shareholders
✓	Schedule of Persons Empowered to Act
✓	List of Relevant Track Record in the Last 5 years
✓	Tender / Price Schedule
✓	Statement of Compliance
✓	Undertaking to Safeguard Official Information

- 4.3 Tenderers may submit other documents / information apart from those specifically listed under Sub-Clause 4.2 in support of Tenders. Such other documents / information may be submitted using any of the mode(s) of submission allowed under Sub-Clause 4.1.

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4.4 It will be the responsibility of the Tenderers to ensure the following:

- (a) The documents / information / items must be submitted in sealed envelopes.
- (b) State the following on the top left-hand corner of the envelope:
  - (i) Tender reference number (from the Cover Letter);
  - (ii) Closing Date;
  - (iii) Tender box number (if any); and
  - (iv) Name and address of the Tenderer.

4.5 Tenders submitted after the Closing Date shall be disqualified.

## 5. **Language**

5.1 Tenders and all supporting technical data and all documentation submitted as part of the Tender must be written or properly translated into the English language.

## 6. **Compliance with Instructions and Forms**

6.1 Tenders are to be submitted according to the instructions contained in and the forms (if any), prescribed in the Invitation to Tender.

6.2 Tenders which are not in accordance with the instructions or vary from the prescribed forms; are liable to be disqualified at CPAS's discretion.

## 7. **Validity Period**

7.1 Tenders submitted shall remain valid for acceptance for a minimum period of three (3) calendar months from the closing date of this invitation.

7.2 Tenders submitted shall remain valid for acceptance for the Validity Period set out in the Tender form and during such extension of the period as may be agreed in writing between Tenderers and CPAS.

## 8. **Withdrawal of Tenders**

8.1 Any Tenderers that withdraw Tenders after the Closing Date are liable to be debarred from CPAS's future tenders and quotations.

## 9. **Acceptance of Tenders**

9.1 CPAS shall be under no obligation to accept the lowest or any Tender.

9.2 CPAS shall have the right to accept parts of Tender from one (1) or more Tenderers except in the case of Tenderers that expressly stipulate to the contrary in their Tenders.

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- 9.3 The issuance by CPAS of a Letter of Acceptance and / or Purchase Order accepting a Tender or parts of a Tender (subject to Sub-Clause 9.2) shall create a binding contract for the provision of the goods and / or services required under this Invitation to Tender and to the extent accepted in the Letter of Acceptance and / or Purchase Order. The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract).
- 9.4 The Letter of Acceptance and / or Purchase Order may be issued to the successful Tenderer(s):
- (a) By electronic mail (email) to the email address of the successful Tenderer(s) as set out in the Tender; or
  - (b) By hand / courier / post to the address of the successful Tenderer(s) as set out in the Tender.
- 9.5 CPAS may, at its sole discretion, require the successful Tenderer(s) to sign a written agreement.
- 9.6 CPAS is not under any obligation to inform any Tenderer of the reasons for non-acceptance of a Tender.

#### **10. Ownership of Documents and Intellectual Property**

- 10.1 All information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of CPAS shall remain the property of CPAS. Tenderers shall immediately return all or any of the same on written request by CPAS or destroy the same within one (1) week of the award to the Tender (except in the case of the successful Tenderer).
- 10.2 All Intellectual Property (as defined in the Conditions of Contract) reflected or subsisting in the information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of CPAS belong to CPAS or third parties as the case may be.
- 10.3 Tenders and all accompanying documents, plans, drawing, materials or other items (less samples that are covered under Clause 11 below) that are submitted by Tenderers in response to this Invitation to Tender shall become the property of CPAS. However, Intellectual Property reflected or subsisting in the same shall remain vested with the Tenderers or other third parties as the case may be. This Sub-Clause 10.3 is without prejudice to any provisions to the contrary in the Conditions of Contract that are applicable to the successful Tenderer.

#### **11. Samples**

- 11.1 Where the Invitation to Tender states that samples of good(s) or any other item(s) are to be submitted; such samples shall be:
- (a) Delivered at the sole cost of the Tenderers;

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- (b) Delivered to the place stipulated on the date or by the deadline stipulated;
- (c) Delivered in such numbers for each of the good(s) or item(s) as stipulated; and
- (d) Marked clearly with the:
  - (i) Tender reference number (from the Cover Letter);
  - (ii) Description of the good or item concerned; and
  - (iii) Name of the Tenderer concerned.

11.2 When submitting samples, Tenderers shall indicate in writing whether the samples are to be returned (subject to Sub-Clause 11.3). If no such indication is given, CPAS shall not be obliged to return any samples. CPAS may, at its sole discretion, decide to return the samples at its own costs or give the Tenderer written notification to collect the samples. CPAS shall have the right to dispose, in any way and without payment of compensation, of any samples that Tenderers fail to collect after being given written notification to do so.

11.3 Where the Invitation to Tender states that samples may be subject to destructive testing, samples subjected to destructive testing need not be returned to the Tenderer notwithstanding Sub-Clause 11.2.

11.4 Where samples are required, the failure to provide the samples in the manner stipulated in the Invitation to Tender may render the Tenders concerned liable to disqualification at CPAS's discretion.

## **12. Alteration, Erasures and Illegibility**

12.1 Except for amendments to 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 disqualification at CPAS's discretion.

## **13. Expense**

13.1 No expense incurred by Tenderers in the preparation of Tenders shall be borne by CPAS.

## **14. Tender Price and Goods and Services Tax**

14.1 Tenderers must satisfy themselves before submitting any Tenders as to the correctness and sufficiency of their Tender Price for the execution and complete provision of all goods and / or services required under this Invitation to Tender. In this regard, Tenderers shall:

- (a) Notify CPAS in writing of any ambiguity, inconsistency or omission in or between any of the Tender Documents; and
- (b) Seek clarification on the same from CPAS by the stipulated period as indicated in the Cover Letter.

14.2 The Tender Price set out in the Tender shall be deemed to have included the delivery of all goods and / or the performance of all services to meet the Requirement Specifications in full. This is so regardless of whether such goods and / or services have actually been listed or priced in any breakdown of the Tender Price or in any other part of the Tender. The price of anything not specifically listed or priced shall be deemed to have been included in the other price(s) actually set out in the Tender.

14.3 The Tender Price and all breakdowns of the same proposed in Tenders must exclude any Goods and Services Tax (“GST”) chargeable for the supply of goods and / or services required under this Invitation to Tender.

#### 15. **Export Approval**

15.1 Tenderers shall clearly indicate in their Tenders if there is any requirement for:

- (a) End-user certificates or statements from CPAS; or
- (b) Separate agreements between CPAS and the Tenderer concerned or third parties, to satisfy any export requirements of any foreign government / country.

#### 16. **Clarifications**

16.1 If CPAS sends a written notice to any Tenderers to clarify any aspect of their Tenders, the Tenderers concerned must provide full and comprehensive responses within five (5) days of the date of the written notice. For the avoidance of doubt, this may include the request for the submission for missing documents or information that may be required by CPAS for this Tender provided that no Tenderer shall, in any case, be permitted to amend the proposed Contract Price already submitted.

16.2 The written notice may be issued by CPAS to the Tenderer(s) via electronic mail (email), to the email address of the Tenderer(s) as set out in the Tender.

#### 17. **Demonstration of Capabilities**

17.1 Tenderers shall at their own expense, at the written request of CPAS, prepare and conduct demonstrations / presentations in Singapore to substantiate the claims and proposals in their Tenders. The time, date and venue for any such demonstrations / presentations shall be determined by CPAS.

#### 18. **Short Listing**

18.1 CPAS reserves the right to shortlist Tenderers in accordance with the criteria set out in the Invitation to Tender and give those shortlisted the opportunity to submit new Tenders on the basis of revised requirements on the part of CPAS. The submission of new Tenders shall be in accordance with a common deadline and new submission instructions issued by CPAS in writing.

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- 18.2 The new Tenders received based on the revised requirements must be complete and comprehensive and shall form the basis of the final Tender evaluation. All Tenders received earlier shall be treated as lapsed.

**19. Confidentiality**

- 19.1 Except with the consent in writing from CPAS, Tenderers shall not disclose to any third parties, this Invitation to Tender, the provisions of the Tender Documents, and any information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of CPAS.

- 19.2 The Tenderer shall ensure that, if requested by CPAS in writing, all employees, agents or suppliers that are involved in preparing or presenting the Tender must also complete and submit the prescribed form on the Undertaking to Safeguard Official Information.

**20. Applicable Law**

- 20.1 All Tenders submitted pursuant to this Invitation to Tender and the formation of any resulting contracts shall be governed by the laws of the Republic of Singapore.

**21. Amendment to Invitation to Tender**

- 21.1 CPAS 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.

- 21.2 Any amendments or issue of supplementary terms to the Invitation to Tender made pursuant to Sub-Clause 21.1 shall be issued through electronic mail (email), facsimile or CPAS website and it shall be the responsibility of the Tenderers to check electronic mail (email), facsimile or website on a frequent basis for any such amendments or issue of supplementary terms to the Invitation to Tender.

- 21.3 No oral representation shall be:

- (a) Accepted or construed as amending or being supplementary to the terms of the Invitation To Tender; or
- (b) Binding on CPAS.

**22. Notification**

- 22.1 Tenderers should note that notification may not be sent to unsuccessful tenderers by CPAS.

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