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| ***TENDER NO:*** | ***SCCC/EST/2021/002*** |



**UEN Registration No.: 201309577Z**

**TENDER FOR SUPPLY AND INSTALL BUILDING FAÇADE SIGNAGE AT SINGAPORE CHINESE CULTURAL CENTRE**

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| **INVITATION TO TENDER** |

1. Singapore Chinese Cultural Centre invites your tender to supply and install building façade signage at Singapore Chinese Cultural Centre.

2. The following documents that form part of this Tender Document have been prepared to enable prospective vendors to tender for the above mentioned works that would meet the SCCC’s requirements and specifications. These forms may be obtained from **https://singaporeccc.org.sg/tenders-quotations/**

* Tender Guidelines
* Conditions of Contract
* Technical Specification
* Tenderer’s Offer (FORM A)
* Tenderer’s Profile (FORM B)
* Price Schedule of Tenderer’s Offer (FORM C)
* Tenderer’s Proposal – Equipment Specifications (FORM D)
* Tenderer’s Proposal – Equipment Support and Maintenance (FORM E)
* Tenderer’s Proposal – Software Support (FORM F)
* Tenderer’s Proposal – Training (FORM G)
* Major Projects completed by Tenderer’s Company within the 3 years (FORM H)
* Current Projects undertaken by Tenderer’s Company (FORM I)
* Profile of Tenderer’s Project Team (FORM J)
* Tenderer Compliance List (FORM K)
1. The Tenderer is required to complete and submit the following documents in sealed envelope, together with all technical data on the equipment and any other supporting data or relevant information in a ring bound A4 folder, in duplicate, to SCCC before the closing date of tender:
* Tenderer’s Offer (FORM A)
* Tenderer’s Profile (FORM B)
* Price Schedule of Tenderer’s Offer (FORM C)
* Tenderer’s Proposal – Equipment Specifications (FORM D)
* Tenderer’s Proposal – Equipment Support and Maintenance (FORM E)
* Tenderer’s Proposal – Software Support (FORM F)
* Tenderer’s Proposal – Training (FORM G)
* Major Projects completed by Tenderer’s Company within the 3 years (FORM H)
* Current Projects undertaken by Tenderer’s Company (FORM I)
* Profile of Tenderer’s Project Team (FORM J)
* Tenderer Compliance List (FORM K)
1. The closing date for submission of tender is **03 Dec 2021, 2.00pm.** Incomplete or late submission of the required documents will render the Tender Offer liable to be disqualified.

1. **A compulsory site briefing will be conducted on 23 November 2021 at 2pm at 1 Straits Boulevard, Singapore 018906. You are required to register for the briefing at the following email sfthong@singaporeccc.org.sg by 22 November 2021, 12pm.**
2. The Tender will be evaluated based on the Eligibility and Evaluation Criteria in the Technical Specifications.
3. Schedule of payments is thirty (30) days after the successful completion of the Project Handover.
4. Liquidated damages will be charged at **10%** of tender award per week for each week’s delay (and a proportionate part of this amount for delay for any period of less than a week).

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| **tender GUIDELINES** |

1. **DEFINITIONS**

1.1 All terms used in the Tender Guidelines, which are defined under clause 1 of the Conditions of Contract, shall have the meanings so described to them.

1. **SUBMISSION OF TENDER**
	1. The tenderer shall complete and sign the Tender’s Offer and complete all parts of this Tender Document required to be completed by a tenderer.
	2. The Tenderer shall submit this Tender Document in a seal envelope deposit by hand into the Tender Box located at SCCC by the stipulated date and time. The tenderer shall mark the top left hand corner of the envelope with:

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| ***SCCC/EST/2021/002******03 Dec 2021, 2.00pm******Tenders in sealed envelopes are to be deposited into the Tender Box located at 1 Straits Boulevard, L1 Lift lobby.******Singapore Chinese Cultural Centre*** |

* 1. Tenders submitted after the stipulated date and time will not be accepted.
	2. Incomplete submission of the required documents will render the Tender Offer liable to be disqualified.
	3. The Tenderer shall also submit samples of the goods and/or packages if SCCC so requests.
* 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. Failure to provide the required samples at the stipulated time may render the tender liable to be disqualified.
* The tenderer shall indicate whether he wishes the samples to be returned. If no indication is given, SCCC shall not be obliged to return any samples to the tenderer.
* All cost, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to SCCC shall be borne by the Tenderer.

#### 2.5 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”.

##### 2.6 All expenses incurred in the preparation of this tender shall be borne by the Tenderer.

1. **GOODS AND SERVICES TAX (GST)**
	1. The tenderer shall not include any Goods and Services Tax (GST) in the Price Schedule of Tender’s Offer.

3.2 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 SCCC.

##### 3.3 If the Tenderer is a taxable person under the Singapore GST Act, SCCC will pay the Tenderer, in addition to the rates and prices proposed, the GST chargeable on the supply of Goods and Services provided pursuant to this tender.

3.4 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 SCCC of his change in GST status. He shall be entitled to claim from SCCC any GST charged on the supply of the Goods or Services made by him after his change in GST status.

1. **QUERIES**

Any queries in respect of this Tender Document or any matter related thereto may be submitted in writing to **Mr Alvin Thong** before **30 November 2021, 5.00pm.**

* 1. SCCC reserves the absolute right not to entertain or respond to any query, which, in the SCCC’s opinion, is inappropriate or improper.
	2. On submitting his tender, the Tenderer shall be deemed to have examined this Tender Document and site conditions and satisfied himself with regard to any query on this Tender Document.
1. **PRESENTATION**

5.1 The Tenderer shall, on the request of SCCC, make a presentation on such aspects of his tender as may be required by SCCC.

## **Validity period**

6.1 Tenders submitted shall remain valid for acceptance for a period of **180 days** commencing on the closing date. This validity period may be extended by mutual consent in writing of SCCC and the Tenderer.

1. **AWARD**
	1. SCCC shall be under no obligation to accept the lowest or any tender.

7.2 SCCC shall normally not enter into correspondence with any tenderer regarding the reasons for non-acceptance of a tender.

7.3 SCCC reserves the right to accept the whole or any part(s) of the Tender Offer as it may decide, unless the Tenderer expressly stipulates in its Tender Offer that certain parts of the Tender Offer are to be treated as indivisible. The prices shall be adjusted in accordance with the schedules of prices set out in the Tender Offer.

7.4 The Letter of Acceptance issued by SCCC shall create a binding contract on the part of the tenderer to supply to SCCC the goods and/or services offered in the tender.

7.5 The Contract shall be governed by the Conditions of Contract.

7.6 SCCC shall notify a successful tenderer of its acceptance of his tender, whether in whole or in part, by sending a purchase order or letter of acceptance by post to that tenderer and the posting of the purchase order or the letter of acceptance shall be deemed good service of such notice.

* 1. SCCC may at its discretion require the tenderer to sign a written agreement.
	2. SCCC may make awards to more than one tenderer.
	3. Tenderer may submit alternative offer to the tender specifications, however SCCC reserved the rights not to accept the alternative offer

**8. VARIATIONS**

8.1 SCCC reserves the right to negotiate with the tenderer, where exceptional circumstances so necessitate, to vary any provision or part of this Tender Document without reference to any other party. Any such variation shall be subject to the mutual consent in writing of SCCC and the Tenderer.

**9. SECURITY DEPOSIT**

Within ten (10) days of the Date of Contract, the tenderer shall deposit with SCCC, if so requested by SCCC, the Security Deposit or the Banker’s Guarantee, as the case may be, required under the Conditions of Contract

**10. INSURANCE**

Within ten (10) days of the Date of Contract, the tenderer shall deposit with SCCC copies of the insurance policies and premium receipts therefore required under the Conditions of Contract.

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| **Conditions of contract** |

**1. DEFINITIONS**

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| SCCC: | Singapore Chinese Cultural Centre |
| Tenderer: | The company who submits this Tender Document |
| Contractor: | The Tenderer whose tender has been accepted in whole or in part |
| Contract Price: | The sum stated in the Form of Tender by the contractor as the price for carrying out and completion of the works |
| Works: | The supply, delivery to and installation at the Site of the equipment and /or services in conformance and accordance with the Technical Specifications and drawings |
| Site:  | The premises on SCCC, (1 Straits Boulevard) or any other site designated by SCCC |
| System Completion Date: | The date which all equipment and/or services shall be functional / ready as specified in the Technical Specifications |
| Warranty Period: | The period during which the contractor, at his own expense, shall make good to the satisfaction of SCCC and shall promptly attend to any defects whatsoever in the works as per clause 5 of the Condition of Contract |
| Acceptance Test: | Any applicable functional and/or compliance testing carried out as per clause 6 of the Condition of Contract |
| Performance Requirements:  | The acceptance standards of the Acceptance Test as per clause 7 of the Condition of Contract |
| Security Deposit:  | A refundable sum that placed with SCCC by the Contractor as security for the due performance and observance of the Contractor’s obligation to this Contract as per clause 19 of the Condition of Contract |
| Banker’s Guarantee: | A letter issued from a bank undertaking the guarantee payment of Security Deposit upon demand by SCCC for the purpose stated in clause 19 of the Condition of Contract |

**2. Scope of Contract**

2.1 The contractor shall carry out and complete the supply of all items of goods and /or services in accordance with the contract in every respect and to the directions and satisfaction of SCCC. Unless otherwise stated in the contract, all goods shall be newly manufactured goods.

2.2 The contractor shall do or supply all things, free of charge, which are not expressly specified in this Tender Document but which may be necessary for the proper completion of the Works, or obviously required to be done or supplied in the context of this Tender Document and/or in view of the conditions on the Site.

**3. DOCUMENTATION**

3.1 The contractor shall undertake to supply SCCC with one (1) complete set of comprehensive documentation on all aspects of the equipment/services including documentation to be used for planning, design, installation, operation, maintenance, administration and training purposes. All sets of such documentation shall be of the latest version.

3.2 In the event of any conflict between the provisions of any documentation or information or data supplied by the contractor including the supporting data, and the provisions of this tender document exclusive of the supporting data, the provisions of this Tender Document shall prevail unless SCCC agrees otherwise in writing.

**4. SYSTEM COMPLETION DATE**

* 1. The contractor undertakes that the equipment/services shall be delivered, fully installed and operational within the specified period. The contractor shall be entitled to a reasonable extension of time for delays caused by the following:
* force majeure; or
* damage or delay not caused by or due to the wilful act or default or negligence of the contractor or his employees, agents or any person for whom the contractor is responsible.

 provided that:

* in respect of all the above events, the contractor has not himself been at fault in failing to guard against or prevent or minimise such delays or damage; and
* the contractor shall make his claim in writing to SCCC for any extension of time within seven (7) days of the date he claims such event took place failing which he shall be deemed to have waived any right he may have hand to such extension.

##### 4.2 In the event of failure by the contractor to deliver any item of goods or complete the performance of services by the date specified in the contract other than due to the circumstances provided above, SCCC shall have the right

* to cancel all or any items of goods or 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 require the contractor to pay or allow SCCC to deduct from any moneys due or become due to the contractor’s sum, calculated at the rate as specified in the Invitation To Tender as liquidated damages until the goods are delivered and the services are performed.

**5. WARRANTY PERIOD**

5.1 There shall be a warranty period during which the contractor, at his own expense, shall make good to the satisfaction of SCCC and shall promptly attend to any defects whatsoever in the works.

5.2 The duration of the warranty period shall be the period specified in the “Tenderer’s Proposal – Equipment Support and Maintenance” and “Tenderer’s Proposal - Software Support” commencing the day following the date of the successful completion of the Acceptance Test or the last test to be conducted. When SCCC does not require any test to be conducted, the warranty period shall commence the day following the date on which the equipment is fully installed and operational. Provided always that the duration of the warranty period shall not be less than one (1) year.

5.3 Where SCCC considers appropriate, it may in its absolute discretion require a separate warranty period in respect of each or any item or part of the equipment delivered. The duration of any such warranty period shall be the specified period, commencing the day following the date of the successful completion of the last test conducted on the said item or part of the Equipment or if SCCC so agrees from the date such item or part of the equipment is installed and operational. Provided always that the duration of any such warranty period shall not be less than one (1) year.

**6. ACCEPTANCE TEST**

* 1. If SCCC so required, the equipment and/or service will be subject to an acceptance test conducted by SCCC in accordance with such procedure(s) and method(s) as SCCC may in its absolute discretion deem fit for the purpose of confirming and verifying that the functions, features and performance of the Equipment meet the requirements and standards stipulated in the Technical Specifications.
	2. The Acceptance Test shall be conducted and completed within a period of thirty (30) days from the date of completion of the installation of the equipment. This period may be extended upon mutual agreement to ninety (90) days.
	3. SCCC may conduct such other tests on each item or part of the equipment in accordance with such procedure(s) and method(s) as SCCC may in its absolute discretion deem fit for the purpose of confirming and verifying that the functions, features and performance of such item or part meet with the requirements and standards stipulated in the Technical Specifications which are applicable to such item or part. Such tests may be conducted, at the discretion of SCCC, in addition to or substitution of the Acceptance test and shall be completed before the expiry of the period stipulated.

**7. PERFORMANCE REQUIREMENTS**

7.1 The equipment when installed must comply with such performance requirements as may be mutually agreed to in writing between SCCC and the Contractor in order to be acceptable to SCCC.

**8. WARRANTIES**

8.1 The contractor warrants to SCCC that the equipment is suitable for and shall meet the requirements set out in the Technical Specifications.

8.2 The contractor warrants that the equipment when operational shall meet the standards of the Acceptance Test and such other test(s) conducted and the Performance Requirements.

8.3 The Contractor warrants that all information and data given in the tender submission documents are accurate.

8.4 All equipment and materials and supporting documentation not mentioned or included in this Tender Document but which may be necessary for the proper operation and functioning of equipment to the standards of the Acceptance Test and such other test(s) conducted and the Performance Requirements shall be provided by the Contractor to SCCC free of charge.

8.5 The contractor warrants that the performance of this contract and the use of the equipment by SCCC shall not infringe any patent, copyright, trade secret or other property right of any third party and the contractor shall obtain without charge to SCCC any licences as are necessary for the purposes of this contract from any third parties in respect of such rights.

**9. SUPPORT AND MAINTENANCE SERVICES**

9.1 The contractor shall provide the support and maintenance services as set out in “Tenderer’s Proposal – Equipment Support and Maintenance” and “Tenderer’s Proposal - Software Support” documents.

**10. TRAINING**

10.1 The contractor shall carry out the training as set out in the “Tenderer’s Proposal – Training” document.

**11. FUTURE PURCHASES**

11.1 At any time up to the end of the Warranty Period or, where there are more than one warranty period under this contract, the last warranty period, SCCC shall be entitled to purchase from the contractor any additional quantity of the equipment and materials set out in the Price Schedule of Tenderer’s Offer which are marketed by the Contractor at a price not exceeding the price for the same set out therein.

**12. COMPLIANCE WITH LAW**

12.1 The contractor shall comply with and satisfy all requirements under all laws and regulations relevant or applicable to the performance of his obligations under this Contract and shall indemnify SCCC in respect of all costs and expenses and any liabilities whatsoever which may be incurred under or in connection with such laws and regulations.

**13. PROPERTY & RISK**

13.1 The property in any items or part of the Equipment shall pass to SCCC on delivery to the site and the risk therein shall pass on the expiry of the warranty period that relate to the item or part of the Equipment so delivered.

**14. VARIATIONS**

14.1 Any variation of the provisions of this contract shall be subject to the mutual consent on writing of SCCC and the Contractor.

**15. ASSIGNMENT**

15.1 The contractor shall not transfer or assign the contract or any part, share or interests therein.

**16. EQUIPMENT AND MATERIALS**

16.1 All equipment and materials supplied shall be new and in strict conformance with the Technical Specifications and shall be of good quality and suitable for their required purpose.

**17. PROCEDURE ON SITE**

17.1 The contractor shall keep upon the site a competent supervisor who shall attend to the Works at all time. Any instructions given to the supervisor by SCCC shall be deemed to be given to the contractor.

17.2 The contractor shall, if required by SCCC, furnish to him a list of the names, nationalities and other particulars of the employees and workmen engaged for or by him for the purpose of the Works.

17.3 The Contractor shall be responsible for the proper behaviour of employees and workmen engaged for or by him and shall remove any such employee or workmen who is not acceptable to SCCC and the contractor shall indemnify SCCC against any claims by such employee or workmen arising from such removal.

17.4 Unless prior arrangements are made with and agreed to in writing by SCCC, the Contractor shall carry out all works on the site under his contract during SCCC’s official working hours, i.e. Monday to Friday, from 8.00am to 12.00pm and 1.00pm to 6.00pm.

17.5 The contractor shall during the execution of the works take all necessary precautions to prevent damage to furniture, fittings and other properties on the site.

17.6 Where necessary, the contractor shall supply and place at appropriate places on the Site signs to give warning of work in progress.

17.7 The Contractor shall keep the Site clean and shall remove speedily from the site debris and rubbish generated by the works and properly disposes of the same.

17.8 SCCC shall not be liable for loss or damage to the Contractor’s property placed or left on the Site or elsewhere on SCCC property.

**18. PAYMENTS**

18.1 Payment for the equipment shall be made by SCCC within **thirty (30) days** of the successful completion of the Acceptance Test or the last test to be conducted. Where SCCC does not require any test to be conducted, payment shall be made within **thirty (30) days** of the date on which the equipment is fully installed and operational.

**19. SECURITY DEPOSIT**

19.1 The Contractor shall place with SCCC by way of a cheque or banker’s draft a security deposit for a sum equal to **10%** of the Contract Price as security for the due performance and observance of the Contractor’s obligation to this Contract.

19.2 SCCC may accept a banker’s guarantee for the purpose stated in lieu of Security Deposit to be furnished in the form of the Draft Banker’s Guarantee or such other form as may be acceptable to SCCC.

19.3 The Security Deposit shall be refundable after the expiry of the Warranty Period or, where there is more than one warranty period under this Contract, the last such warranty period subject to the Contractor having rectified any defects in the Works to the satisfaction of SCCC and/or any claims that SCCC may have under this Contract.

19.4 SCCC may retain **Ten percent (10%)** of the Contract Price if the security deposit is not made upfront. Such monies retained shall be payable to the Contractor after the expiry of the Warranty Period or, where there are more than one warranty period under this Contract, the last warranty period subject to the Contractor having rectified any defects in the Works to the satisfaction of SCCC and any claims which SCCC may have under this contract.

**20. LATE COMPLETION**

20.1 If the proposed Contractor fails to complete the installation of the equipment/or service or the Equipment is not fully operational by the System Completion Date, the Contractor shall be liable to pay liquidated damages at the rate specified in the Invitation to Tender.

**21. TERMINATION**

21.1 SCCC may terminate this Contract with immediate effect by giving notice in writing to the Contractor on any one of the following grounds:

* + 1. If the Contractor has wholly suspended work without justification or is failing to proceed with due diligence and due expedition and following expiry of two weeks’ written notice from SCCC to that effect has failed to take effective steps to recommence work or is continuing to proceed without due diligence or expedition, as the case may be;
		2. If the Contractor refuses or persistently fails or neglects to comply with the instructions of SCCC issued under the provisions of this Contract and following expiry of two weeks written notice from SCCC to that effect has failed to take effective steps to comply with the said instructions; and
		3. If the Contractor becomes bankrupt or insolvent or makes a composition with creditors or if, being a company, a winding-up order of any kind is made in respect of the Contractor, or if a receiver or manager is appointed over the Contractor’s undertaking or assets or possession of or execution on any part of such undertaking or assets is taken or levied by creditors.
	1. Upon termination under sub-clause 21.1
		1. SCCC may engage other contractors to complete those parts of the Works uncompleted by the Contractor and the Contractor shall be liable to SCCC for all additional costs incurred thereby. The Contractor shall also pay liquidated damages for delay calculated in accordance with Clause 20 as if he had himself completed the Works on the date of actual completion by those other contractors engaged by SCCC;
		2. SCCC may withhold payment of any monies payable to the Contractor until the Works are completed and the damages payable to SCCC arising from such termination are quantified and ascertained by SCCC (such quantification and ascertainment to be made within a reasonable time) and if the aggregate amount of such damages and all monies paid to the Contractor under this Contract exceeds the Contract Price, such excess amount shall constitute a debt payable to SCCC by the Contractor; and
		3. the Contractor shall remove from the Site, if required by SCCC any temporary structures, plants, tools, goods, materials and equipment brought thereon by or for the Contractor and if the Contractor fails to do so within the time stipulated in the said notice for such removal, SCCC shall be entitled to store, remove, sell or otherwise deal with or dispose of the same and the Contractor shall be liable to and shall indemnify SCCC for or against any costs, expenses and liabilities whatsoever incurred by SCCC in so dealing with or disposing the same. In the event that the said temporary structures, plants, tools, goods, materials and equipment are sold, the proceeds after the deduction therefrom of such monies as are due to SCCC from the Contractor shall be held for the Contractor for a period of not less than one month from the date of posting of a notice to the Contractor to collect the said proceeds from SCCC and if the said Contractor fails to collect the same from SCCC within the said period, he shall be deemed to have disclaimed any rights to or interests in the said proceeds. The Contractor shall not be entitled to make any claims whatsoever against SCCC or its employees or agents for any action taken by SCCC in accordance with the provisions of this sub-clause.

21.3 The rights of SCCC specified under clause 21 shall be in addition to such other rights and remedies as SCCC may have or be entitled to against the Contractor for breach of contract or otherwise.

**22. NON-DISCLOSURE**

22.1 The tenderer agrees not to disclose, reveal or divulge to any person or entity any information concerning the organisation, business, finances, transactions or other affairs of SCCC which may come to the tenderer’s knowledge at any time during or after the agreement term, unless SCCC grants written consent of such a disclosure. If need to be, all tenderers are required to enter into a non-disclosure agreement with SCCC.

**23. INDEMNITIES**

23.1 The Contractor shall indemnify and keep SCCC indemnified against all claims, demands, actions, judgements, damages, costs and expenses for personal injury or death arising directly or indirectly from the Works or the performance of this Contract unless the same are due to the act or neglect of SCCC or its employees or agents.

23.2 The Contractor shall indemnify and keep SCCC indemnified against all claims, demands, actions, judgements, damages, costs and expenses for damage to property which are caused directly or indirectly by any act or omission or negligence of the Contractor, his employees or agents or any person for whom the Contractor is responsible or due to any circumstances within the Contractor’s control.

23.3 The Contractor shall indemnify and keep SCCC indemnified against all claims, demands, actions, judgements, damages, costs and expenses in respect of any infringement or alleged infringement of any patent, copyright, trade secret or other property right which infringement or alleged infringement arise directly or indirectly from the performance of this Contract or use of the Equipment or any matter relating thereto unless such infringement or alleged infringement is due solely to the use of any specifications or drawings provided by SCCC.

23.4 None of the indemnities shall be defeated or reduced by reason of the fact that SCCC may have neglected or omitted to exercise any powers of supervision or control whatsoever that is may have under this contract.

**24. THIRD PARTY INSURANCE**

* 1. As a condition precedent to the commencement of the Works, the Contractor shall insure:-
		1. Against his and SCCC’s liabilities and that of SCCC’s employees in respect of or in connection with personal injuries or death arising directly or indirectly from the Works or the performance of this Contract.
		2. Against his and SCCC’s liabilities and that of SCCC’s employees in respect of or in connection with any damage to property (other than the Works) arising directly or indirectly from the Works or the performance of this contract; and
		3. Against his and SCCC’s liabilities and that of SCCC’s employees in respect of any liability to the Contractor’s employees or workmen or such persons engaged for the purposes of the Works under the Workmen’s Compensation Act with any amendments, modifications thereto or re-enactment thereof or any law.
		4. Such insurance shall be taken out with an insurer approved by SCCC for such period(s) and on such terms as SCCC may require and in default of production of a satisfactory relevant policy or premium receipt or current certificate of insurance from such insurer SCCC may itself insure against the risks described in sub-clause23.1 and recover the costs thereof from the Contractor and/or deduct such cost from any sums due to the contractor.

**25. WAIVER**

25.1 The failure by SCCC to enforce at any time or any period any one or more of the terms or conditions of this contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms or conditions of this Contract.

**26. NOTICE**

26.1 Any notice to be served on the Contractor under this contract may be sent by post in an envelope addressed to the Contractor at his place of business or residence last known to SCCC or at the Contractor’s registered office, as the case may be, and any notice so posted shall be deemed to have been given at the time when the same would normally be delivered in the ordinary course of post.

**27. ARBITRATION**

27.1 Any dispute or difference between the parties in connection with this Tender Document or this Contract or any matter related thereto shall be referred to arbitration in Singapore in accordance with the Arbitration Act with any amendments, modifications thereto or re-enactments thereof.

**28. APPLICABLE LAW**

## This Tender Document and this Contract shall be construed in accordance with and governed by the Laws of Singapore.

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| **DRAFT BANKER’S GUARANTEE** |

## To : Singapore Chinese Cultural Centre

 1 Straits Boulevard, #11-01

 S(018906)

**RE : << WORKS>>**

WHEREAS << Name and Address of Contractor>> (“the contractor”) has entered into a contract (“the Contract”) with you on the terms of the Form of Tender dated the \_\_\_\_\_ day of \_\_\_\_\_\_ in a Tender Document(“the Tender Document”) submitted by the Contractor to you for the above Works which are more particularly described in the Tender Document;

AND WHEREAS by the provisions of the Conditions of Contract (“the Conditions of Contract”) in the Tender Document the Contractor is required to make a deposit with you in cash in the amount S$ \_\_\_\_\_\_ (“the Security Deposit”) as a security deposit for the due performance and observance of the Contractor’s obligations under the Contract;

AND WHEREAS we [name and address of banker] …… have requested you to accept an unconditional guarantee in lieu of the security deposit and you have agreed to accept the same.

NOW IN CONSIDERATION OF THE PREMISES :

1. We guarantee to pay to you forthwith upon demand made to us in writing a sum or sums not exceeding in the aggregate the sum of Singapore Dollars (S$……) (“the Guaranteed Sum”). We will pay you the Guaranteed Sum or part thereof as may be requested by you without any proof that you are entitled to reimburse yourself with or utilise such sum or that the Contractor is in default or is in breach of any agreement with you. We will however accept for the account of the guarantee any sum returned by you to us.
2. We expressly agree and declare that this guarantee shall not be prejudiced diminished or affected in any way nor shall we be released or otherwise exonerated by any act omission fact circumstance matter or thing which but for this provision might operate too or otherwise exonerate us including without limitation any arrangement whatsoever made between yourself and the Contractor with or without our consent or knowledge including any alteration in the obligations undertaken by the Contractor or any forbearance by you in respect of those obligations.
3. The Guarantee shall take effect immediately and shall continue until (expiry date of warranty period) and thereafter shall be extended from year to year without request until the Contractor shall have discharged all his obligations under the Contract or the Contract is terminated by SCCC, whichever shall first occur.
4. You may make more than one claim under this Guarantee provided that the claims in aggregate do not exceed the Guaranteed Sum.
5. All claims made by you under this Guarantee must be in writing to us not later than six months from the expiry of this Guarantee or any extension thereof.

Dated the \_\_\_\_\_day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED BY

[NAME]

AS

[DESIGNATION]

FOR AND ON BEHALF OF

[NAME OF GUARANTOR]

in the presence of

[NAME]

[DESIGNATION]

SIGNATURE

ADDRESS

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| **TECHNICAL SPECIFICATIONS** |

1. **Scope of Work**
	1. Tenderers are invited to tender for the supply and installation of the building signage at Singapore Chinese Cultural Centre.
	2. The Work shall deem to include all labour, material, equipment, tools, insurance, permits application and licenses from all relevant authorities necessary to achieve the proper execution and completion of this project as indicated by the drawings and documents.
	3. Tenderers are to make sure that any work being carried out to achieve the proper execution and completion of this project should not damage any existing installation. Tenderer are required to make good/replace for the damages.
	4. Tenderers are required to submit a detail installation programme consist of the following.
* Proposed programme of the Works showing the critical path, schedules and sequence of the Works,
* Proposed work needs to be completed & handed over by end of April 2022.
* Proposed suitable access for the signage installation and equipment to be used for the Works,
* Method statement and sequence of the Works including the following:
	1. Proposed fabrication method for the signage
	2. Detail technical and installation drawing
* Proposed safety risk measures write out and or mitigation / preventive measure for works at high level,
* Quality Assurance Plan for the Work,
* Certification and endorsement of the tape peel strength and wind load testing from 3M.
	1. Tenderers shall ensure submission of calculations, signed, and endorsed by a registered professional engineer to the client for review. The contractor shall also consolidate the necessary approved drawings and documents to the Building Authority of Singapore and all relevant local authorities at no additional cost, the first year BCA licensing fee to be borne by the client.
	2. The signage shall be designed and constructed to comply with all applicable codes and to withstand 300km/h wind load and local heat and rain environmental condition. The signage shall come with proper provision of ventilation, protection, weep holes for water drainage to ensure that water ponding and moisture infiltration into the sign housing and/or component housing electrical components.
1. **Technical Requirement**
	1. All signage lettering must secure using 3M™ VHB™ Tape 4910 (10 years warranty) on existing glass panel.
	2. Signage contractors need to be trained by 3M engineer on the application of the tape.
	3. Signage contractors need to have past record/experience in applying 3M™ VHB™ Tape 4910 for façade sign.
	4. Powder coating applied on signage should have a minimum warranty of 8 years. Cured coating shall be no thinner than 60 microns and be no thicker than 100 microns.
	5. All the front signage lettering should be fabricated using 5mm thk Plexiglas pasted using 3M™ SCOTCHCAL™ Translucent Graphic Film 3630 and a layer of GPS film that comes with minimum 5 years warranty.
	6. LED Lighting to use AgiLight Series that comes with IP68 and minimum of 9 years warranty, or any other alternative.
	7. Tenderers are to calculate the electrical power requirement for the signage so that Client can provide the necessary. However, tenderers are required to supply and install their own individual Distribution Board with Licensed Electrical Worker (LEW) for inspection and installation to be connected to the electrical supply supplied by the Client.
	8. Tenderers are required to provide shop drawings for client approval prior fabrication works.
	9. Tenderers are required to submit all materials/equipment for approval before fabrication.
	10. Tenderers are required to do mock-up for one Chinese and English letter (at the actual location) for approval before installation.
2. **Quality Assurance, Warranties and Maintenance**

The tenderers are to demonstrate experience in the following areas:

* 1. Experience in fabricating and installing signage programmes for high level signage on glass façade.
	2. Provide three (3) references from past completed project which utilize 3M™ VHB™ Tape 4910 within the last 3 years including contact person, address, telephone number and project name for each reference. The Client reserves the rights to contact references for any projects provided above. Such references will be held in the strictest confidence.
	3. Tenderers shall allow the Client access to the factory, should they choose to, to view and inspect the processes and methods for fabricating the signage.
	4. Provide a Certificate of Insurance indicating the contractor’s coverage for comprehensive general liability, worker’s compensation, and employer’s liability.
	5. Provide written & signed warranty by the contractor in agreement to repair or replace any products which fail because of faulty materials, workmanship, and design for a period of from date of Completion, or within parts manufacturer's specified warranty, whichever is later.
	6. Failures during the warranty period shall be repaired or replaced to the satisfaction of the Employer.
	7. Tenderers are required to include in the Tender Prices all necessary cost incurred (exclude licence fee) for the renewal of the Temporary Permit based on BCA regulation for another 3 years, 6 years and 9 years.
	8. Tenderers to submit the list the spare parts indicating the price of each item required for future repair or replacement. This list will form part of the tender document.
1. **Tender Price**
	1. The Tenderer shall be fully responsible for ensuring that the Tender Price quoted in the Tenderer’s Offer (Form A) are accurate, complete, adequate and compatible with the requirements for the successful completion of the Services. No claim shall be considered in respect of any omission or alleged omission in the Tender Proposal required to bring the Services to completion.
2. **Safety and Security Regulation**
	1. The Tenderers need to have all the necessary insurance, permits and licenses to achieve the proper execution and completion of this project as indicated by the drawings and documents.
3. **Sub-Contracting**
	1. Tenderers shall submit a complete list of sub-contractors engaged in the execution of any portion of the work specified in this Section. The list of sub-contractors shall include the specialty service, product, or trade to be provided by the sub-contractor, and the percentage of the total work product provided by the subcontractor. The total amount of the Work to be provided by sub-contractors shall not exceed 40% (forty percent) of the total, completed and installed Work. If no subcontractors are noted, it is understood that all work shall be performed by the contractor's staff. The Employer reserves the right to accept or reject any sub-contractor.
4. **Evaluation Criteria**
	1. Tenderers will be evaluated based on the following weightages:

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| --- | --- | --- | --- |
| **S/N** | **Category** | **Description** | **Weightage** |
| a) | Conformity to Tender Specifications | Conformity to requirements as stated in the Technical Specification.  | Mandatory |
| b) | Pricing  | Price competitiveness based on proposal. | 50% |
| c) | Track Record and Performance | Past references to verify the tenderer’s performance/experience from project which utilize using 3M™ VHB™ Tape 4910.  | 40% |
| d) | Safety / Technical proposal | Tenderers are to submit all relevant documents to verify that they will be able to carry out the installation in a safe manner. | 10% |

* 1. The Company shall provide all necessary supporting documents as part of the tender submission. Any missing documents shall deem to be non-compliance with the evaluation criteria.
1. **Government Regulations**
	1. Tenderers are required to submit to all relevant authorities for the necessary permit or license and to make sure the Work complies with the relevant guidelines and requirement.
2. **Queries**
	1. All queries pertaining to this tender are to be directed to:

Mr Thong Saik Fai, Alvin

Manager

Estates Management Office

Tel : 6812 7602

Email : sfthong@singaporeccc.org.sg

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| **TenderER’S OFFER** | **FORM A** |
| To: Singapore Chinese Cultural Centre 1 Straits Boulevard, #11-01, Singapore 018906 | **Tender No:** | **SCCC/EST/2021/002** |
| **Name of Tenderer:** |  |
| **Tenderer Address & Telephone No:** |  |
| 1. We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name in block letters) hereby offer and undertake on the acceptance of this tender to supply, deliver, install, test, commission and maintain all the works and items as mentioned in the Technical Specifications and subject to the Conditions of Contract.
2. Our tender is made to subject to the Conditions of Tender and we agree that our tender remains open for consideration for a period of **180 days** commencing on the closing date for the submission of tenders i.e., on **29 Nov 2021, 2.00pm.**
3. We understand that you are not bound to accept the lowest or any tender you may receive and that you reserve the right to and we agree that you may accept our tender in whole or in part in accordance with of Tender Guidelines.

Unless and until a formal agreement is executed, as may be required by you in the Tender Guidelines, our offer with any authorised Variations and your written acceptance thereof shall constitute a binding agreement between us.1. We agree that as and when requested by SCCC, we shall extend the validity of this offer for one or more periods not exceeding in total \_\_\_\_\_\_\_\_ calendar days.
2. Our price (herein referred to as the “Contract Price”) for the equipment and services to be supplied, installed and provided by us is: **S$**\_\_\_\_\_\_\_\_\_\_\_\_\_, excluding GST.
3. A breakdown of the Contract Price for the equipment and services is given in the Priced Schedule attached hereto.
4. We further undertake to give you any further information, which you may require.
 |
| Dated this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021. |
| Tenderer’s Company or Business Registration No: | Tenderer’s official Stamp: |
| Authorised Signature: |
| Name: | Telephone/Handphone No:Fax:  |
| Designation: | Email: |
| *NOTICE : This Form must be duly completed and signed. Any change to its wordings may render the Tender liable to DISQUALIFICATION.* |

##

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| **TENDERER’S PROFILE** | **FORM B** |
| Company’s Name: |  |
| Address: |  |
| Country of Incorporation: |  |
| Year of Establishment: |  |
| Ownership: |  |
| EPPU/BCA/NPA No.*(State Financial Category)* |  |
| GST Registration No. |  |
| Total Paid-up Capital: |  |
| *Please attach copy of the following:** *Organisation Chart*
* *Latest Audited Balance Sheet and P&L Statement*
* *List of Reference Customers*
 |

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| **PRICE SCHEDULE OF TENDERER’S OFFER** | **FORM C** |
| **S/N** | **Description** | **S$** |
| 1 | Supply and install 3mmThk aluminium in 125mmThk box up in powder coating using 3M™ VHB™ Tape 4910 on existing glass panel (with 10 years warranty). Powder coating are warrants from discoloration for 8 years. Cured coating shall be no thinner than 60 microns and be no thicker than 100 microns. Sign face fabricated using 5mmThk Plexiglas with front paste 3M™ SCOTCHCAL™ Translucent Graphic Film 3630 and a layer of GPS Film with 5 years warranty. LED Lighting using AgiLight series that comes with IP68 and 9 years warranty. Electrical wiring work to individual lettering are included. |  |
| 2 | To supply and install new DB which include single line diagram and LEW endorsement fees for the signage installation.  |  |
| 3 | To include PE Calculation, Endorsement, and all necessary document/drawing for submission to BCA and all relevant local authorities. |  |
| 4 | Certification fees for the adhesion peel test (include all necessary material) to be carry out by 3M. |  |
| 5 | Mock-up for one Chinese and one English letter. |  |
| 6 | Testing & Commission for the façade signage.  |  |
| 7 | Maintenance Contract:* + - * To include all necessary cost incurred (exclude licence fee) for the renewal of the Temporary Permit based on BCA regulation for another 3 years, 6 years and 9 years.
 |  |
| 8 | Others* + - * To submit spare part pricing list
 |  |
|  | **Total Contract Price for the Façade Signage (Exclude Maintenance Contract)**  |  |

\*Tenderers are required to submit the spare parts pricing list required for future repair or replacement and it will form as part of the tender document.

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| **Tenderer’s Proposal – Equipment Specification** | **FORM D** |
| ***Item Name &******Description*** | ***Compliance with Technical Specifications (Yes/No)*** | ***Information &*** ***Specifications*** |
|  |  |  |
| *NOTE : Fill in column for Item Name & Description as specified under “ Technical Specifications”* |

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| **TENDERER’S PROPOSAL - EQUIPMENT SUPPORT AND MAINTENANCE** | **FORM E** |
| 1. Please provide detailed information / description including the following:1. Number and qualifications of engineers directly responsible for maintenance
2. Preventive maintenance policy
3. Response time for unscheduled maintenance
4. Availability of parts and limits to price escalation
5. Maximum length of downtime before replacement equipment is supplied
6. Please state the Key Performance Indicator (KPI), Key Result Area (KRA) and Return Time Objective (RTO), etc for the proposal
 |
| 2.1 Please state the Warranty Period for all equipment and services supplied in the contract.2.2 Please state in detail the maintenance services that are free of charge during the period of warranty stated in para 2.1 above. |
| 3. Please state the annual maintenance charges including managed services and hardware for the subsequent three (3) years and five (5) years |

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| **TENDERER’S PROPOSAL – SOFTWARE SUPPORT** | **FORM F** |
| 1. Please provide detailed information / description including the following:1. Number and qualifications of software personnel directly responsible for servicing the system
2. Details of local software support operations
3. List current clients that will substantiate software support claims
4. Response time of unscheduled software maintenance
5. Policy for distribution of software new releases, enhancements and accompanying documents
6. Availability of software personnel for occasional consultation
 |
| 2.1 Please state the Warranty Period for all software and licenses supplied in the contract2.2 Please state in detail the maintenance services that are free of charge during the period of warranty stated in para 2.1 above. |
| 3. Please state the annual maintenance charges for software and licenses for the subsequent three (3) years and five (5) years. |

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| **TENDERER’S PROPOSAL – TRAINING** | **FORM G** |
| 1. Please provide detailed information / description of the training you intend to provide, including the following:1. Type
2. Frequency and duration
3. Venue
4. Cost
5. Training documents
6. Number of attendance if free of charge
 |
| 2. Please propose the detail of the courses/seminars that will familiarize the user with the equipment and services proposed. |

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| **MAJOR PROJECTS COMPLETED BY TENDERER’S COMPANY WITHIN THE LAST 3 YEARS** | **FORM H** |
| ***Govt Bodies/Stat Boards/Other Clients*** | ***Title*** | ***Description of Project*** | ***Contract Value*** | ***Start Date*** | ***End Date*** |
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| **CURRENT PROJECTS UNDERTAKEN BY TENDERER’S COMPANY** | **FORM I** |
| ***Govt Bodies/Stat Boards/Other Clients*** | ***Title*** | ***Description of Project*** | ***Contract Value*** | ***Start Date*** | ***End Date*** | ***Percentage now completed*** |
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| **PROFILE OF TENDERER’S PROJECT TEAM** | **FORM J** |
| (Please complete below and state clearly the qualifications and experience of the staff in your team who would be assigned to this project, if awarded.) |
| ***Name*** | ***Designation*** | ***Yrs of experience*** | ***Qualification*** | ***Experience(Past & current projects)*** | ***Awards*** |
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| **STATEMENT OF COMPLIANCE** | **FORM K** |

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| --- | --- | --- | --- |
| **No.** | **Description** | **Compliance\*** | **Remarks** |
| **C** | **NC** | **NA** |
| **1** | Tenderers are to include all labour, material, equipment, tools, insurance, permits application and licenses from all relevant authorities necessary in the Tender Price.  |  |  |  |  |
| **2** | Tenderer are required to submit a detail installation programme consist of the following. |  |  |  |  |
| * Proposed programme of the Works showing the critical path, schedules, and sequence of the Works,
 |  |  |  |  |
| * Proposed work needs to be completed & handed over by end of April 2022,
 |  |  |  |  |
| * Proposed suitable access for the signage installation and equipment to be used for the Works,
 |  |  |  |  |
| * Method statement and sequence of the Works including the following:
	1. Proposed fabrication method for the signage
	2. Detail technical and installation drawing
 |  |  |  |  |
| * Proposed safety risk measures write out and or mitigation / preventive measure for works at high level,
 |  |  |  |  |
| * Quality Assurance Plan for the Work,
 |  |  |  |  |
| * Certification and endorsement of the tape peel strength and wind load testing from 3M
 |  |  |  |  |
| **3** | Tenderers are to submit calculations, approved drawings and document, signed and endorsed by a registered professional engineer to the Building Authority of Singapore and all relevant local authorities at no additional cost. The first year BCA licencing fee will be borne by SCCC.  |  |  |  |  |
| **4** | Tenderers are to design and construct the signage and comply with all applicable codes and to withstand 300km/h wind load and local heat and rain environmental condition. The signage shall come with proper provision of ventilation, protection, weep holes for water drainage to ensure that water ponding and moisture infiltration into the sign housing and/or component housing electrical components. |  |  |  |  |
| **5.** | Tenderers are to comply to all the specification as stated in the Technical Requirement.  |  |  |  |  |
| **6.** | Tenderers are to comply to all the specification as stated in the Quality Assurance, Warranties and Maintenance |  |  |  |  |

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| **STATEMENT OF COMPLIANCE** | **FORM K** |

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| --- | --- | --- | --- |
| **No.** | **Description** | **Compliance\*** | **Remarks** |
| **C** | **NC** | **NA** |
| **7.** | Tenderers are to comply to all the specification as stated in the Safety and Security Regulation.  |  |  |  |  |
| **8.** | Tenderers are to comply that the total amount of Work to be provided by sub-contractor shall not exceed 40% (forty percent) of the total, completed and installed Work.  |  |  |  |  |

\* Please tick the appropriate boxes accordingly

**Note:** “C” – “Compliance”, “NC” – “Non-Compliance” and “NA” – “Not Applicable”

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| Tenderer’s Name and Designation: | Tenderer’s Official Stamp: |
| Authorised Signature: |

 

 

 

 