



## INVITATION TO QUOTE FOR CLASSROOMS RENOVATION WORKS FOR THE CEREBRAL PALSY ALLIANCE SINGAPORE SCHOOL ("CPASS")

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### SECTION A – INSTRUCTIONS TO TENDERERS

#### 1. Definitions

- 1.1 Throughout this Invitation to Quote 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 Covering Letter, which is the deadline for submission of Quote Offers.
  - (b) "Invitation to Quote" means the invitation to participate in this Quotation and comprises all the Quotation Documents referred to in the Covering Letter.
  - (c) "Quotation Offers" mean the submissions made by Tenderers in response to the Invitation to Quote.
  - (d) "Quotation Price" means the total price stated in the Form of Quotation for the provision of goods and/or services required under this Invitation to Quote.
  - (e) "Tenderers" mean the persons invited to submit Quotation Offers to provide the goods and/or services required under this Invitation to Quote.
  - (f) All other terms referred to in this Invitation to Quote shall have the same meanings as those given in the Conditions of Contract.

#### 2. Eligibility

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

**Cerebral Palsy Alliance Singapore**

Cerebral Palsy Centre

65 Pasir Ris Drive 1 Singapore 519529

Tel: (65) 6585 5600 Fax: (65) 6585 5603 [www.cpas.org.sg](http://www.cpas.org.sg)

### 3. Submission of Quotation Offers

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

Cerebral Palsy Alliance Singapore School  
 Cerebral Palsy Centre  
 65 Pasir Ris Drive 1  
 Singapore 519529  
 Attention: Mr Simon Low, School Administrative Manager  
 Tender Box No. 1

- 3.2 Submission of Quotation Offers to follow the following sequence:

Company Information	
✓	Details of the tenderer
✓	Schedule of persons empowered to act
✓	Statement of excluding circumstances
✓	Undertaking to safeguard official information
✓	Business license / certificate / enterprise business permit
✓	GST status
✓	List of relevant track record in the last 5 years
✓	Financial statements for last 3 years
Quotation Details	
✓	Quotation form
✓	Technical specifications
✓	Price breakdown / Schedule of rates / Payment schedule (if applicable)
✓	Draft implementation plan
✓	Any other written proposals, designs or drawings required under the Requirement Specifications
✓	Any other supporting documents/materials that are in softcopy

- 3.3 Tenderers may submit other documents/information apart from those specifically listed under Sub-Clause 3.2 in support of Quotation Offers. Such other documents/information may be submitted using any of the mode(s) of submission allowed under Sub-Clause 3.1.
- 3.4 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) Quotation reference number (from the Covering Letter);
    - (ii) Closing Date;
    - (iii) Tender box number (if any); and
    - (iv) Name and address of the Tenderer
- 3.5 Quotation Offers submitted after the Closing Date shall be disqualified.

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**4. Language**

- 4.1 Quotation Offers and all supporting technical data and all documentation submitted as part of the Quotation Offer must be written or properly translated into the English language.

**5. Compliance with Instructions and Forms**

- 5.1 Quotation Offers are to be submitted according to the instructions contained in and the forms (if any), prescribed in the Invitation to Quote.
- 5.2 Quotation Offers which are not in accordance with the instructions or vary from the prescribed forms; are liable to be disqualified at CPAS's discretion.

**6. Validity Period**

- 6.1 Quotations should remain valid for acceptance for a minimum period of 3 calendar months from the closing date of this invitation.
- 6.2 Quotation Offers submitted shall remain valid for acceptance for the Validity Period set out in the Quotation form and during such extension of the period as may be agreed in writing between Tenderers and CPASS.

**7. Withdrawal of Quotation Offers**

- 7.1 Any Tenderers that withdraw Quotation Offers after the Closing Date are liable to be debarred from CPAS's future tenders and quotations.

**8. Acceptance of Quotation Offers**

- 8.1 CPAS shall be under no obligation to accept the lowest or any Quotation Offer.
- 8.2 CPAS shall have the right to accept parts of Quotation Offers from one or more Tenderers except in the case of Tenderers that expressly stipulate to the contrary in their Quotation Offers.
- 8.3 The issuance by CPAS of a Letter of Acceptance and/or Purchase Order accepting a Quotation Offer or parts of a Quotation Offer (subject to Sub-Clause 8.2) shall create a binding contract for the provision of the goods and/or services required under this Invitation to Quote 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).
- 8.4 The Letter of Acceptance and/or Purchase Order may be issued to the successful Tenderer(s):
- (a) By post to the address of the successful Tenderer(s) as set out in the Quotation Offer;  
or
  - (b) By hand to the address of the successful Tenderer(s) as set out in the Quotation Offer.

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- 8.5 CPAS may, at its sole discretion, require the successful Tenderer(s) to sign a written agreement.
- 8.6 CPAS is not under any obligation to inform any Tenderer of the reasons for non-acceptance of a Quotation Offer.

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

- 9.1 All information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Quote 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 1 week of the award to the Quotation (except in the case of the successful Tenderer).
- 9.2 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 Quote by or on behalf of CPAS belong to CPAS or third parties as the case may be.
- 9.3 Quotation Offers and all accompanying documents, plans, drawing, materials or other items (less samples that are covered under Clause 10 below) that are submitted by Tenderers in response to this Invitation to Quote 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 9.3 is without prejudice to any provisions to the contrary in the Conditions of Contract that are applicable to the successful Tenderer.

## **10. Samples**

- 10.1 Where the Invitation to Quote 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;
  - (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 Covering Letter);
    - (ii) Description of the good or item concerned; and
    - (iii) Name of the Tenderer concerned.

- 10.2 When submitting samples, Tenderers shall indicate in writing whether the samples are to be returned (subject to Sub-Clause 10.3). 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.
- 10.3 Where the Invitation to Quote states that samples may be subject to destructive testing, samples subjected to destructive testing need not be returned to the Tenderer notwithstanding Sub-Clause 10.2.
- 10.4 Where samples are required, the failure to provide the samples in the manner stipulated in the Invitation to Quote may render the Quotation Offers concerned liable to disqualification at CPAS's discretion.

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

- 11.1 Except for amendments to entries made by the Tenderer which are initiated by the Tenderer, Quotation Offers bearing any other alterations or erasures and Quotation Offers in which prices are not legibly stated are liable to disqualification at CPASS's discretion.

## **12. Expense**

- 12.1 No expense incurred by Tenderers in the preparation of Quotation Offers shall be borne by CPAS.

## **13. Quotation Price and Goods and Services Tax**

- 13.1 Tenderers must satisfy themselves before submitting any Quotation Offers as to the correctness and sufficiency of their Quotation Price for the execution and complete provision of all goods and/or services required under this Invitation to Quote. In this regard, Tenderers shall:
- (a) Notify CPASS in writing of any ambiguity, inconsistency or omission in or between any of the Quotation Documents; and
  - (b) Seek clarification on the same from CPAS by the stipulated period as indicated in the Covering Letter.
- 13.2 The Quotation Price set out in the Quotation Offer 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 Quotation Price or in any other part of the Quotation Offer. 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 Quotation Offer.
- 13.3 The Quotation Price and all breakdowns of the same proposed in Quotation Offers must exclude any Goods and Services Tax ("**GST**") chargeable for the supply of goods and/or services required under this Invitation to Quote.

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#### **14. Export Approval**

14.1 Tenderers shall clearly indicate in their Quotation Offers 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.

#### **15. Clarifications**

15.1 If CPAS sends a written notice to any Tenderers to clarify any aspect of their Quotation Offers, the Tenderers concerned must provide full and comprehensive responses within 7 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 Quotation provided that no Tenderer shall, in any case, be permitted to amend the proposed Contract Price already submitted.

#### **16. Demonstration of Capabilities**

16.1 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 Quotation Offers. The time, date and venue for any such demonstrations/presentations shall be determined by CPAS.

#### **17. Short Listing**

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

17.2 The new Quotation Offers received based on the revised requirements must be complete and comprehensive and shall form the basis of the final Quotation Offer evaluation. All Quotation Offers received earlier shall be treated as lapsed.

#### **18. Confidentiality**

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

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

**19. Applicable Law**

19.1 All Quotation Offers submitted pursuant to this Invitation to Quote and the formation of any resulting contracts shall be governed by the laws of the Republic of Singapore.

**20. Amendment to Invitation to Quote**

20.1 CPAS reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Quote at any time prior to the Closing Date.

20.2 Any amendments or issue of supplementary terms to the Invitation to Quote made pursuant to Sub-Clause 20.1 shall be issued through email, facsimile or CPAS website and it shall be the responsibility of the Tenderers to check email, facsimile or website on a frequent basis for any such amendments or issue of supplementary terms to the Invitation to Quote.

20.3 No oral representation shall be:

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