

PART 1 — INSTRUCTIONS TO SUPPLIERS FOR INVITATION TO QUOTE ("ITO")

1. **DEFINITIONS**

- 1.1 Unless the context otherwise requires, the terms referred to in these Instructions to Suppliers shall have the same meaning as that used in the Quotation Conditions of Contract set out in Part 2 of the ITQ. Additionally, the following definitions shall apply unless the context otherwise requires:
- (a) "Authority" means the Government of the Republic of Singapore c/o National Junior College and includes any officer authorised by the Authority to act on its behalf.
- (b) "Supplier" means a person or his permitted assigns submitting a bid in response to the ITQ to provide the Goods and/or Services, and shall be deemed to include two or more persons if appropriate.
- (c) "Proposal" means a Supplier's bid in response to the ITQ.
- (d) "Requirement Specifications" means the Requirement Specifications set out in Part 3 of the ITQ.
- 1.2 Words importing the singular only shall also include the plural and vice versa where the context so requires.
- 1.3 The headings in these Instructions to Suppliers are for convenience of reference only and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction of these Instructions to Suppliers.

2. SUBMISSION OF PROPOSAL

- 2.1 Unless otherwise specified by the Authority, Suppliers shall submit their complete Proposal through GeBIZ, and such other documents as may be required in the Requirement Specifications as attachments in GeBIZ.
- 2.2 All Proposals shall be submitted before the closing date and time of the ITQ as stated in the ITQ Notice.
- 2.3 <u>Validity Period</u>: Proposals shall remain valid for acceptance for the period stated in GeBIZ upon the closing date of the ITQ and during such further period as may afterwards be agreed to separately in writing by the Supplier at the request of the Authority.

3. COMPLIANCE WITH INSTRUCTIONS

3.1 Only Proposals submitted in accordance with these Instructions to Suppliers shall be considered. Any Proposal which attempts to vary the ITQ, including but not limited to the Quotation Conditions of Contract and the Requirement Specifications, shall be liable to be rejected. In consideration of the Supplier agreeing to abide by these Instructions to Suppliers,



the Authority shall evaluate the Supplier's Proposal fairly and in accordance with the said instructions.

4. CONTRACT PRICE

4.1 Unless expressly excluded by the Requirement Specifications, the rates quoted in the Price Schedule set out in Appendix A of this ITQ shall be deemed to include, but not be limited to, the Supplier's overheads (including but not limited to travelling expenses, transport expenses, employment expenses, tools, plant and cartage) and profits, the costs of complying with all relevant laws and regulatory requirements, all administrative costs, and the supply of all Goods and/or Services and all necessary materials, spares and labour. The said rates shall remain firm for the duration of the Contract. The Supplier shall cater for all reasonable risks and expenses in his pricing.

5. GOODS AND SERVICES TAX ("GST")

- 5.1 The Supplier shall <u>not</u> include in the rates and prices proposed in his Proposal, the Singapore GST chargeable for the Goods and/or Services required in the ITQ. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Goods and/or Services.
- 5.2 If the successful Supplier is a taxable person under the Goods and Services Tax Act (Cap. 117A), the Authority will pay him, in addition to the rates and prices proposed, the GST chargeable on the supply of Goods and/or Services provided pursuant to the ITQ.
- 5.3 The Supplier shall declare his GST status in his Proposal. He shall clearly indicate whether he is, or whether he will be, a taxable person under the Goods and Services Tax Act. He shall, if applicable, furnish his GST registration number to the Authority.
- 5.4 A successful Supplier who declared himself to be a non taxable person under the Goods and Services Tax Act but who becomes a taxable person after the award of the ITQ shall forthwith inform the Authority of his change in GST status.

6. ACCEPTANCE OF PROPOSAL

- 6.1 The Authority reserves the right to accept the whole or any part(s) of the Proposals of one or more Suppliers as the Authority may decide in its absolute discretion, provided that the Authority shall not exercise this right to—
- (a) accept only certain part(s) of a Supplier's Proposal if the Proposal expressly states that it is subject to the condition that the Authority accepts the whole Proposal; and
- (b) accept the Proposals of two or more Suppliers unless all of those Proposals do not expressly state that the Proposal is subject to the condition that the Authority shall not accept, whether in whole or in part, any other Proposal.
- 6.2 The Authority shall be under no obligation to accept the lowest or any Proposal.



6.3 The issue by the Authority of a Letter of Acceptance accepting the Supplier's Proposal or part of it shall create a binding Contract on the part of the Supplier to supply to the Authority the Goods and/or Services. The Contract shall be governed by the Quotation Conditions of Contract set out in Part 2 of the ITQ.

7. NOTIFICATION

7.1 Notification will not necessarily be sent to unsuccessful Suppliers by the Authority.

8. CORRIGENDA

8.1 The Authority reserves the right to amend any terms in, or to issue supplementary terms to the ITQ at any time prior to the closing date and time of the ITQ. Such amendments and/or supplementary terms will be published as Corrigenda to the ITQ.

9. OWNERSHIP OF DOCUMENTS

9.1 All documents submitted by the Supplier in response to the ITQ shall become the property of the Authority. However, intellectual property in the information contained in the Proposal submitted by the Supplier shall remain vested in the Supplier. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Supplier and the Authority.

10. ALTERATION, ERASURES OR ILLEGIBILITY

10.1 Except for amendments to the entries made by the Supplier himself which are initialled by the Supplier or his authorised representative, Proposals bearing any other alterations or erasures and Proposals in which prices are not legibly stated are liable to be rejected.

11. THE AUTHORITY'S CLARIFICATIONS OF THE SUPPLIER'S PROPOSAL

11.1 In the event that the Authority seeks clarification upon any aspect of the Supplier's Proposal, the Supplier shall provide full and comprehensive responses within 7 working days of the notification from the Authority seeking such clarification.

12. EXPENSE OF SUPPLIER

12.1 In no case will any expense incurred by the Supplier in the preparation of the Proposal be borne by the Authority.

13. DISCLAIMER

13.1 The ITQ may not contain all information which Suppliers may require. Suppliers should therefore make their own inquiries and seek such clarifications they think necessary. The Authority shall not be liable to any Supplier for any information in the ITQ which is incomplete or inaccurate. For the avoidance of doubt, the "information" mentioned in this Clause excludes the Quotation Conditions of Contract and the Requirement Specifications.



14. APPLICABLE LAW

14.1 All Proposals submitted pursuant to the ITQ and the formation of any resulting contracts shall be governed by the laws of the Republic of Singapore.



PART 2 — QUOTATION CONDITIONS OF CONTRACT

Should your offer be accepted, the Terms and Conditions as set out in this Section and the terms and conditions in the GeBIZ Terms and Conditions shall govern the Contract between the Authority and your company.

1. **DEFINITIONS**

- 1.1 In this Conditions of Contract, unless the context otherwise requires:
- (a) "Contract" includes the Authority's ITQ Message, the Contractor's Quote Message or offer submitted through GeBIZ, these Conditions of Contract, the specifications and samples, Letter of Acceptance, Order Message or any Orders issued by the Authority to the Contractor for the supply of the Goods and/or performance of Services.
- (b) "Contract Price" means the price exclusive of the Singapore Goods and Services Tax payable to the Contractor for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract and in law.
- (c) "Contractor" means the successful supplier who has been awarded the Contract by the Authority.
- (d) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
- (e) "Services" means the work which the Contractor is required to perform under the Contract.

2. SCOPE OF CONTRACT

2.1 The Contractor shall carry out and complete the supply of all items of Goods and perform Services in accordance with the Contract. Unless otherwise stated in the Contract, all Goods shall be new and unused.

3. DELIVERY

- 3.1 The Contractor shall deliver the Goods and perform the Services by the Delivery/Performance Date and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the Authority. The issue of such receipt shall in no way relieve the Contractor from his responsibility for replacing defective or damaged Goods or for rectifying deficient Services under Clause 4 hereof.
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- 6. PAYMENT



- 6.1 Within thirty (30) days from the date of invoice or date of receipt of invoice of any Goods delivered and Services performed in accordance with Clause 3.1 of the Contract and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be specified by the Authority and the Authority's receipt as referred to in Clause 3.1 of the Contract, the Authority will make payment to the Contractor of the full value of all Goods so delivered and Services so performed provided that no payment shall be considered as evidence of the quality of any Goods and Services to which such payments relates nor shall it relieve the Contractor from his responsibilities under Clause 4 hereof.
- Where delivery is by consignments, payment will be made within 30 days after delivery of each consignment and the receipt of the documents referred to in Clause 3.1.

7. RIGHTS OF THIRD PARTIES

7.1 A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

8. SUB-CONTRACTING AND ASSIGNING

8.1 The Contractor shall not sub-contract or assign the Contract without the prior written consent of the Authority.

9. SUSPENSION OR TERMINATION

- 9.1 The Authority shall, after giving seven (7) days prior written notice to the Contractor, have the right to suspend or terminate the Contract if the Authority is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension or termination save that the Authority shall pay the Contractor the price of the Goods delivered and accepted by the Authority as at the date of written notice of termination or suspension. The Authority shall have title to such Goods delivered and accepted. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Authority to the Contractor by reason of this Clause.
- 9.2 The Authority shall, without the Authority being liable therefor in damages or compensation, have the right to terminate the Contract by written notice to the Contractor if the Contractor commits a breach of its contractual obligations under the Contract that is incapable of remedy, or where the breach is capable of remedy, the Contractor does not remedy the breach within seven (7) days of being served with a written notice from the Authority to do so. The termination shall take effect from the date of the notice of termination.

10. GIFTS, INDUCEMENTS AND REWARDS

10.1 The Authority may terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in



relation to the obtaining or execution of the Contract with the Authority or for showing or forbearing to show favour to any person in relation to any Contract with the Authority, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the Authority the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the *Penal Code* or *Prevention of Corruption Act* or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the *Penal Code* or the *Prevention of Corruption Act*.

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13. VARIATION

13.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of the Authority.

14. APPLICABLE LAW

- 14.1 The Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.
- 14.2 For the avoidance of doubt, until the Authority issues a Letter of Acceptance, an Order message, or Purchase Order, this document —
- (a) is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Goods and/or Service from any Supplier; and
- (b) shall not be construed as providing or implying that a contract will be entered into with any Supplier.



PART 3 — REQUIREMENT SPECIFICATIONS

Please refer to the other attachments to this ITQ Notice.

Note to Suppliers: If bidding for services, Suppliers are advised to adopt National Wage Council's recommendations on wage increment for their workers and to factor in such wage increases into their bid price.



Annex A

Invitation to Quote (ITQ) Requirement Specifications

[
Description of purchase:	 Loan and installation of 1) Multi camera streaming support for 1 main venue and up to 4 venues for Pre University Seminar Opening and Closing Ceremony. 2) Audio support for purposes of supporting sound in up to 4 venues for duration of Pre University Seminar 3) Audio support for purposes of supporting sound in 2 venues for Day 2 Pre University Seminar
Type of purchase:	Goods and Services
Requirement and Quantity:	Line Item 1: Loan and installation of multi-camera streaming support for 1 main venue and up to 4 other venues for Pre University Seminar Opening and Closing Ceremony. Requirements:- a. 2 static camera streaming in main venue (e.g. one focused on stage, one focused on audience) b. 1 static camera in each other venue c. Simultaneous 4K resolution streaming projection (includes loan of projectors if needed) in up to 4 other venues. d. Reduction in number of venues needed for streaming, if necessary. e. Vendor must provide manpower for each streaming venue (e.g. camera men and IT crew) and have the ability to prompt immediate support and/or troubleshooting services in the event of technical difficulties. f. Vendor will work with teacher liaison for toggling of camera g. Vendor must commit to all dates of the event, inclusive of rehearsal dates: l. 20 th May 2022 (Tech Run: between 1pm-6pm), 27 th May 2022 (Rehearsal 1: between 2pm-6pm), 30 th May 2022 (Rehearsal 2: between 10am-1pm) II. 31 st May 2022 (Actual event: 9am-12pm) and 3 rd June 2022 (Actual event: 3pm-5pm)
	Line Item 2: Loan and installation of Audio support for purposes of supporting sound in up to 4 venues for Opening and Closing Ceremony of Pre University Seminar
	Requirements:- a. 1 gooseneck rostrum mic, 6 wireless mic for emcee and aisle, 4 condensers (Main venue) b. Up to 2 wireless microphones and 2 mic stands in up to 4 other venues. c. Vendor must provide cabling services e.g. setting up the stage



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and laying cables to mixer) d. Vendor must provide manpower for each venue (e.g. soundman and IT crew) and have the ability to prompt immediate support and/or troubleshooting services in the event of technical difficulties e. Vendor must commit to all dates of the event, inclusive of rehearsal dates: I. 20 th May 2022 (Tech Run: between 1pm-6pm), 27 th May 2022 (Rehearsal 1: between 2pm-6pm), 30 th May 2022 (Rehearsal 2: between 10am-1pm) II. 31 st May 2022 (Actual event: 9am-12pm) and 3 rd June 2022 (Actual event: 3pm-5pm)
Line Item 3: Loan and installation of Audio support for purposes of supporting sound in 2 venues for Day 2 Pre University Seminar
 Requirements:- a. Up to 6 wireless mic and 2 mic stands b. Vendor must provide cabling services if required (e.g. setting up the stage and laying cables to mixer) c. Vendor must provide manpower for each venue (e.g. soundman and IT crew) and have the ability to prompt immediate support and/or troubleshooting services in the event of technical difficulties d. Vendor must commit to the date of the event: a. 1st June 2022 (830am-4pm)
Please quote for each line item separately.
20 th May 2022
Mr. Chen Liangcai chen_liangcai@moe.edu.sg National Junior College 37, Hillcrest Road Singapore 288913 Contact number: 6466 1144 Mr. Teo Tze-Wei Teo_tze_wei@moe.edu.sg National Junior College 37, Hillcrest Road Singapore 288913 Contact number: 64661144



Evaluation Criteria:	a) Price – 60%
	b) Track Record – 40%
Payment Mode:	The Contractor is to render a bill only upon delivery of goods and services.
	All Contractors must e-invoice via Vendors@Gov or Nationwide E-Invoicing Network.
	3. The Contractor must accept payment through Inter-Bank Giro (IBG) and would be required to set up a vendor record online at www.vendors.gov.sg (Vendors@Gov) authorising MOE for payment to be made directly to the vendor's bank account upon receipt of Letter of Acceptance.
	4. Payment for services rendered will be subject to withholding tax (if applicable) in accordance to Singapore tax law. Suppliers should declare if they are subject to withholding tax when submitting their proposals.
Remarks:	a. The College shall be at liberty to accept the whole or part thereof a Supplier's offer. Please note the Authority is under no obligation to accept the lowest priced, or any proposal.
	b. Submitted quotations must be valid for 30 days from the closing date of quotation.



Annex B

PRICE PROPOSAL

Per package Basis The Contractor shall submit the Price Proposal duly completed in this Annex.
The Contractor shall subtlit the Frice Proposal duly completed in this Africa.
Line Item 1: Loan and installation of multi-camera streaming support for 1 main venue and up to 4 other venues for Pre University Seminar Opening and Closing Ceremony.
Price Proposal: \$
Line Item 2: Loan and installation of Audio support for purposes of supporting sound in up to 4 venues for Opening and Closing Ceremony of Pre University Seminar
Price Proposal: \$
Line Item 3: Loan and installation of Audio support for purposes of supporting sound in 2 venues for Day 2 Pre University Seminar
Price Proposal: \$
[Important Note: Contractors are to submit their price proposal(s) electronically through GeBIZ. For submitting alternative offer (such as additional coaching rate), Contractors shall click on the "Add Alternative Offer" button and put in their proposals in GeBIZ system. The Authority reserves the right to disqualify or reject bids not submitted electronically through GeBIZ.]