

## **CONDITIONS OF TENDER**

### **1. Tender Documents**

The Tender Documents consisting of the following:

- e-Invitation to Tender;
- Conditions of Tender (for your reference);
- Tender Specifications/Scope of Works (for completion and submission)
- Conditions of Contract (the terms wholly or partially will be incorporated into the contract for services which will be executed with the successful Tenderer).

The Tender Documents and any intellectual property rights therein belong to Singapore Zoological Gardens and/or The Jurong Bird Park Private Limited (the “**Company**” or “**SZG/JBP**”) and are strictly confidential. Tenderer may not disclose in any form this Tender Documents issued by the Company regardless of any form except with the written consent of the Company.

### **2. Responsibility of the Tenderer**

2.1. It is the responsibility of the Tenderer to:

2.1.1. conduct all the necessary investigations in relation to the performance of Tenderer’s obligations pursuant to the terms of the Tender Documents;

2.1.2. familiarise itself with the Site/Venues (as defined in the Conditions of Contract) (where applicable) and any relevant fixtures, fittings and equipment thereat to be utilised or that may otherwise be relevant in connection with the Supply and/or Services (as defined in the Conditions of Contract); and

2.1.3. acquire and verify any and all information required by the Tenderer for the purpose of completion of the Tender Specifications/Scope of Works;

prior to submission of the Tender proposal via WRS SESAMi e-portal at <https://sg.sesami.net/wrs/>.

### **3. Submission of Tender Proposal**

The Tenderers must submit electronically (unless requested otherwise by the Company) the following supporting documents together with Tender proposal on or before the Closing Date:-

- copy of the latest comprehensive business/company profile of the Tenderer (not more than 6 months);
- copy of the latest 2 years audited financial statement of the Tenderer; and
- any additional items, documents or information required to be furnished as and when requested by the Company.

### **4. Acceptance and Award**

4.1. The Tender proposal shall remain valid for 90 days from the Closing Date.

- 4.2. The Company is not bound to accept the lowest or any Tender proposals or offers.
- 4.3. The Company will award the Tender based on the Tender proposal that best meets its requirements which may not necessarily be the lowest quote and the Company has no obligation to enter into correspondence with any Tenderer on the reasons for rejecting any Tender proposal.
- 4.4. The Company may choose to award the Tender contract as a whole or in part.
- 4.5. The Company may also offer certain works or part of the Tender to the Tenderer with the second best offer/proposal.

## **5. Miscellaneous**

- 5.1. The Company makes no representation or warranty as to the accuracy or completeness of any information (including without limitation any information set out in the Tender Documents) provided or made available to the Tenderer by it or on its behalf and shall have no liability whatsoever in respect of such information.
- 5.2. The Company shall not be liable howsoever for any costs or expenses whatsoever incurred directly or indirectly by any Tenderer in preparing or submitting its Tender proposal.
- 5.3. The Tenderer shall inform the Company of any changes to the particulars of the Tenderer's business/company, from that shown in the business/company profile submitted to the Company, including without limitation changes to its business/company name or changes to the particulars of the owners, managers, directors or shareholders, which may take place at any time after the submission of the Tender proposal and where applicable, during the term of the agreement.
- 5.4. The Tender Documents and all tender proposals shall be subject to and governed by the laws of Singapore.
- 5.5. The Tenderer shall possess all requisite permits, regulatory approvals (as applicable) and necessary certifications as required by the local authority.
- 5.6. The Tenderer shall not and shall ensure that his employees and agents do not, directly or indirectly, offer or give or agree to give any gratification as defined under the Prevention of Corruption Act (Chapter 241) to any employee or agent of the Company. Tenderer is also prohibited from colluding with other bidders in this tendering exercise in whatever forms (eg. price rigging). Any breach of or non-compliance with the clauses by the Tenderer shall, without affecting the Tender's liability for such breach or non-compliance, invalidate his Tender proposal.
- 5.7. If the selected Tenderer/supplier or any employee or agent of the selected Tenderer/supplier shall be found to have committed an offence under the Prevention of Corruption Act (Chapter 241) in relation to the Tender or the contract, the Company may terminate the contract without entitling the selected Tenderer/supplier to any compensation therefor, and the selected Tenderer/supplier shall be liable for all losses and expenses necessarily incurred by the Company as the result of such termination of contract.