

TENDER NO: **NAFA/EST/00089**



UEN Registration No.: 201006523 M
Edutrust Cert No.: EDU-2-2020 (Validity: 16/10/2023 – 15/10/2027)

**TENDER FOR PROPOSED PHASE 5 OFFICE UPGRADING
WORKS FOR NAFA CAMPUS 1 LEVEL 4 OFFICES
AT 80 BENCOOLEN STREET S(189655)**

INVITATION TO TENDER

1. Nanyang Academy of Fine Arts (NAFA) invites tender for the proposed phase 5 office upgrading works for NAFA Campus 1 Level 4 Offices.

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 NAFA's requirements and specifications. These forms may be obtained from <https://www.nafa.edu.sg/contact-us/tenders>.
 - Tender Guidelines
 - Conditions of Contract
 - Draft Banker's Guarantee
 - Technical Specification
 - Tenderer's Offer (FORM A)
 - Tenderer's Profile (FORM B)
 - Price Schedule of Tenderer's Offer (FORM C)
 - Tenderer's Proposal – Equipment Support and Maintenance (FORM D)
 - Major Projects completed by Tenderer's Company within the 3 years (FORM E)
 - Current Projects undertaken by Tenderer's Company (FORM F)
 - Profile of Tenderer's Project Team (FORM G)
 - Annexes
 - I. Existing Campus 1 Level 4 Floor Plan
 - II. New Proposed Plans for Campus 1 Level 4 Offices:
 1. School of 3D Design Office
 2. School of Fine Art Office

3. The Tenderer is required to complete and submit the following documents with password protection to nafatender@nafa.edu.sg 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 Support and Maintenance (FORM D)
 - Major Projects completed by Tenderer's Company within the 3 years (FORM E)
 - Current Projects undertaken by Tenderer's Company (FORM F)
 - Profile of Tenderer's Project Team (FORM G)

4. The closing date for submission of tender is **29 April 2024, 2.00pm sharp**.

5. Tender submitted will be posted in <https://www.nafa.edu.sg/contact-us/tenders>

6. Schedule of payments is thirty (30) days after the successful completion of the Acceptance Test.

7. Liquidated damages will be charged at **1%** 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).

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.

2. SUBMISSION OF TENDER

- 2.1 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.
- 2.2 The following for your strict compliance:
- a) Tender submissions will be accepted for evaluation via email. Hardcopies of the tenders will not be accepted.
 - b) Please submit your tender with password protected to nafatender@nafa.edu.sg before the closing date/time.
 - c) Please do not submit the password to NAFA before the closing date/time.
 - d) Password will only be submitted upon request by NAFA after the closing date/time.
 - e) Please send in at least half an hour earlier to cater for transmission time.

The above measures taken are to ensure the confidentiality of your tender before the closing date/time. NAFA will not be responsible if the above are not complied.

- 2.3 All expenses incurred in the preparation of this tender shall be borne by the Tenderer.

3. GOODS AND SERVICES TAX (GST)

- 3.1 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 NAFA.
- 3.3 If the Tenderer is a taxable person under the Singapore GST Act, NAFA 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 NAFA of his change in GST status. He shall be entitled to claim from NAFA any GST charged on the supply of the Goods or Services made by him after his change in GST status.

4. QUERIES

Any queries in respect of this Tender Document or any matter related thereto may be submitted in writing to **Ms Liew Min Yann** (myliew@nafa.edu.sg) before **22 April 2024, 2.00pm**.

- 4.1 NAFA reserves the absolute right not to entertain or respond to any query, which, in the NAFA's opinion, is inappropriate or improper.
- 4.2 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.

5. PRESENTATION

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

6. VALIDITY PERIOD

- 6.1 Tenders submitted shall remain valid for acceptance for a period of **120 days** commencing on the closing date. This validity period may be extended by mutual consent in writing of NAFA and the Tenderer.

7. AWARD

- 7.1 NAFA shall be under no obligation to accept the lowest or any tender.
- 7.2 NAFA shall normally not enter into correspondence with any tenderer regarding the reasons for non-acceptance of a tender.
- 7.3 NAFA reserves the right to accept portion of each tender as NAFA may decide.
- 7.4 The Letter of Acceptance issued by NAFA shall create a binding contract on the part of the tenderer to supply to NAFA the goods and/or services offered in the tender.
- 7.5 The Contract shall be governed by the Conditions of Contract.
- 7.6 NAFA 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 to the tenderer and the purchase order or the letter of acceptance shall be deemed good service of such notice.
- 7.7 NAFA may at its discretion require the tenderer to sign a written agreement.
- 7.8 NAFA may make awards to more than one tenderer.

8. DEBARMENT

- 8.1 NAFA reserves the right to debar tenderer from participating in future NAFA tenders if they withdraw after the closing date.

9. VARIATIONS

- 9.1 NAFA 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 NAFA and the Tenderer.

10. SECURITY DEPOSIT

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

11. INSURANCE

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

CONDITIONS OF CONTRACT

1. DEFINITIONS

NAFA:	Nanyang Academy of Fine Arts
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:	Proposed phase 5 office upgrading works for NAFA Campus 1 Level 4 Offices at 80 Bencoolen Street S(189655) following the technical specifications and drawings
Site:	The premises on NAFA Campus 1 at 80 Bencoolen Street S(189655)
Contract Period:	Monday, 20 May 2024 – Friday, 19 July 2024 The date on which all services and/or works 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 NAFA 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 NAFA 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 NAFA 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 NAFA. 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 NAFA 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 NAFA agrees otherwise in writing.

4. SYSTEM COMPLETION DATE

- 4.1 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 NAFA 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 had 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, NAFA 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 NAFA 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 NAFA 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 NAFA 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 NAFA 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 NAFA 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

- 6.1 If NAFA so required, the equipment and/or service will be subject to an acceptance test conducted by NAFA in accordance with such procedure(s) and method(s) as NAFA 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.
- 6.2 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.
- 6.3 NAFA may conduct such other tests on each item or part of the equipment in accordance with such procedure(s) and method(s) as NAFA 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 NAFA, 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 NAFA and the Contractor in order to be acceptable to NAFA.

8. WARRANTIES

- 8.1 The contractor warrants to NAFA 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 NAFA free of charge.
- 8.5 The contractor warrants that the performance of this contract and the use of the equipment by NAFA shall not infringe any patent, copyright, trade secret or other property right of any third party and the contractor shall obtain without charge to NAFA 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, NAFA 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 NAFA 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 NAFA 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 NAFA 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 NAFA shall be deemed to be given to the contractor.

17.2 The contractor shall, if required by NAFA, 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 NAFA and the contractor shall indemnify NAFA 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 NAFA, the Contractor shall carry out all works on the site under his contract during NAFA'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 NAFA shall not be liable for loss or damage to the Contractor's property placed or left on the Site or elsewhere on NAFA property.

18. PAYMENTS

18.1 Payment for the equipment shall be made by NAFA within **thirty (30) days** of the successful completion of the Acceptance Test or the last test to be conducted. Where NAFA 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 NAFA by way of a cheque or banker's draft a security deposit for a sum equal to **5%** of the Contract Price as security for the due performance and observance of the Contractor's obligation to this Contract.
- 19.2 NAFA 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 NAFA.
- 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 NAFA and/or any claims that NAFA may have under this Contract.
- 19.4 NAFA may retain **five percent (5%)** 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 NAFA and any claims which NAFA 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 NAFA may terminate this Contract with immediate effect by giving notice in writing to the Contractor on any one of the following grounds:
- 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 NAFA 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;
 - If the Contractor refuses or persistently fails or neglects to comply with the instructions of NAFA issued under the provisions of this Contract and following expiry of two weeks written notice from NAFA to that effect has failed to take effective steps to comply with the said instructions; and
 - 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.

21.2 Upon termination under sub-clause 21.1

- NAFA may engage other contractors to complete those parts of the Works uncompleted by the Contractor and the Contractor shall be liable to NAFA 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 NAFA;
- NAFA may withhold payment of any monies payable to the Contractor until the Works are completed and the damages payable to NAFA arising from such termination are quantified and ascertained by NAFA (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 NAFA by the Contractor; and NAFA may forfeit portion or all amount from the security deposit.
- the Contractor shall remove from the Site, if required by NAFA, 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, NAFA 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 NAFA for or against any costs, expenses and liabilities whatsoever incurred by NAFA 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 NAFA 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 NAFA and if the said Contractor fails to collect the same from NAFA 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 NAFA or its employees or agents for any action taken by NAFA in accordance with the provisions of this sub-clause.

21.3 The rights of NAFA specified under clause 21 shall be in addition to such other rights and remedies as NAFA 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 NAFA which may come to the tenderer's knowledge at any time during or after the agreement term, unless NAFA grants written consent of such a disclosure. If need to be, all tenderers are required to enter into a non-disclosure agreement with NAFA.

23. INDEMNITIES

23.1 The Contractor shall indemnify and keep NAFA 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 NAFA or its employees or agents.

23.2 The Contractor shall indemnify and keep NAFA 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 NAFA 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 NAFA.

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

24. THIRD PARTY INSURANCE

24.1 As a condition precedent to the commencement of the Works, the Contractor shall insure:-

- Against his and NAFA's liabilities and that of NAFA'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.
- Against his and NAFA's liabilities and that of NAFA'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
- Against his and NAFA's liabilities and that of NAFA'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.
- Such insurance shall be taken out with an insurer approved by NAFA for such period(s) and on such terms as NAFA may require and in default of production of a satisfactory relevant policy or premium receipt or current certificate of insurance from such insurer NAFA may itself insure against the risks described in sub-clause 23.1 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 NAFA 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 NAFA 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

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

29. SAFETY AND SECURITY REGULATION

29.1 The Contractor shall comply with the Ministry of Manpower (MOM) regulations or the Code of Practice (COP) for Occupational Safety & Health and to provide the necessary risk assessments during the course of the Works.

29.2 It shall be the duty of the Contractor to comply with the requirements of the above Regulations or the COP which affect him or any person or persons employed by him with such Regulations or COP as relate to any work, act or operations performed or about to be performed by the Contractor and with such Regulations or COP as related to the performance of or the refraining from an act by the Contractor to co-operate in complying with the Regulations or COP. Any costs incurred by the Contractor in complying with the provisions of this clause shall be fully borne by the Contractor.

29.3 No Contractor shall suffer or permit an employee to work under conditions which are not in compliance with the Regulation or the COP.

29.4 The Contractor shall maintain the work site environment in a safe condition. If in the opinion of NAFA that the Contractor has failed to achieve such requirements resulting in possible danger to the workers/staff/public, NAFA will carry out any necessary work to remove the source of that danger or mitigate its effects and all costs incurred shall be deducted from any security deposits or from any monies due or to become due to the Contractor under this contract.

29.5 Whist within the premises, the Contractor and/or any of its agents, employees or Sub-contractors, shall strictly observe all safety and security measures as are currently in force and at all times to ensure disciplined behavior.

29.6 The Contractor and his workmen shall execute the Works with minimum inconvenience to the work premises. Relevant preventive measures are to be implemented at all times by the Contractor.

30. EMPLOYMENT OF LABOUR BY CONTRACTOR

30.1 Compliance to Regulations

- a. The Contractor shall ensure that no illegal immigrants shall be employed by the Contractor or his Sub-contractor in the execution of the Works or any part thereof and if any illegal immigrant is found to be so employed, NAFA shall, notwithstanding the provisions of the contract, be entitled to withhold any payment due to the Contractor for such period as NAFA deems fit and NAFA shall not be liable for any loss or damage suffered by the Contractor as a result of any payment being so withheld.

- b. For the purpose of this clause, 'illegal immigrant' means any person who has entered into the Republic of Singapore in contravention of the provisions of Section 6 of the Immigration Act (Cap 33) of the Republic of Singapore or any statutory modification or re-enactment thereof.
 - c. All foreign workers employed by the Contractor for execution of any works under this contract shall have valid work permits/employment passes.
- 30.2 The Contractor shall employ only such technical staff, foremen and workmen on the works as are thoroughly efficient and of good character. If, in the opinion of NAFA, any person employed by the Contractor on the works is incompetent, negligent or guilty of improper conduct, the Contractor shall when so directed by NAFA in writing remove at once such person from the works and he shall not again be employed on the works without written permission of NAFA.
- 30.3 The Contractor shall be responsible for the observance of sub-clauses 6.1 and 6.2 hereof by his sub-contractor(s) employed in connection with the execution of the contract and shall, if required, notify the Ministry of Manpower or NAFA of the names and address of all his sub-contractor(s).
- 30.4 The Contractor shall submit workers particulars with photocopy of NRIC, photographs, and work permit to NAFA for approval before commencement of work on site. NAFA reserves the right to accept or reject the workers if found to be unsuitable without giving reasons.
- 30.5 The Contractor shall employ workers that are fit for duty, skilled and competent.

31 CONFIDENTIALITY AND SECURITY

- 31.1 Except with the written consent NAFA, the Contractor shall not disclose the contract or any purchases made in this contract or any provisions thereof or any information issued or furnished by or on behalf of NAFA in connection therewith to any person.
- 31.2 In addition to the foregoing, the Contractor shall not make use of any information obtained directly or indirectly from NAFA or compiled or generated by the Contractor in the course of this contract which pertains to or is derived from such information, other than use for the purposes of this contract, without the prior written consent of NAFA.
- 31.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the contract in any media without the prior written consent of NAFA.

32 GOVERNMENT REGULATIONS

- 32.1 The Contractor shall, at its own costs, obtain and maintain all licence and authorisations, including export licences and permits and other governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the contract.

DRAFT BANKER'S GUARANTEE

To : Nanyang Academy of Fine Arts
80 Bencoolen Street
S(189655)

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 NAFA, 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

TECHNICAL SPECIFICATIONS

1. GENERAL

- 1.1 This is a Renovation project. The Company (Contractor) shall be responsible for the project management and renovation works at the area specified for Campus 1 Wing A Level 4.
- 1.2 The Contractor shall conceptualise and build the specified area and provision for all materials, equipment, supervision, labour, handling and insurance necessary until the satisfactory completion of works required under this contract.
- 1.3 The Contractor shall engage a qualified person (QP) and/or Registered Inspector (RI) for full submission and compliance with relevant authorities such as URA/BCA/NEA/FSSD/PUB etc.

2. CONTRACT SERVICES

- 2.1 The "Services" mentioned in the contract shall include, but is not limited to, the fabrication and installation of the following scope of works:
 - Builder works, including demolition works, wall, floor and ceiling finishes;
 - Plumbing and Sanitary works, inclusive of replacement of pipes, waterproofing, coring for all waste and floor traps, fittings and accessories etc;
 - Electrical and Lighting related works;
 - Fire Protection works (inclusive of public address system, smoke engineering system related works);
 - CCTV, Building Management System, Card Access System (if any)
 - Structural works (if any)
 - Signage related works;
 - Any other items which may be included in the Tenderer's submission or in relation to project completion.
- 2.2 The work shall include provisions for all services, fixtures, retrofitting, disposals and all other related works and fees required to implement the renovation works. This includes the testing and commissioning of M&E works and submission of updated drawings.
- 2.3 The successful Tenderer shall provide labour and materials and all other costs for the works as specified in the Price Schedule. The successful Tenderer shall prepare and submit all drawings, samples, etc to NAFA and all cost incurred for such purpose shall be solely borne by the Tenderer at its own expense and shall be deemed to form part of the Price Schedule unless specifically authorized by NAFA in writing.

3. OWNERSHIP

- 3.1 All drawings, sketched, photographs, and information submitted for the purpose of the work shall remain the property of NAFA. NAFA shall have the sole proprietary rights to all the said drawings, sketched, photographs and information submitted.

4. SITE VERIFICATION

- 4.1 The Tenderer is advised to visit the site, verify all measurements, ascertain the actual extent and nature of all Works involved and assess existing conditions, space, site constraints and all other conditions that would affect the works.

5. WORK SCHEDULE

5.1 A work schedule shall be provided by The Tenderer to NAFA at least one (1) week prior to the commencement of the Works. The Work Schedule shall provide all the necessary information in the various stages of the Works and the various methods of application and shall be subject to NAFA’s approval.

6. EVALUATION CRITERIA

6.1 Critical Criteria

6.1.1 Non-compliance with any of the following critical criteria will preclude the Tender from further evaluation by the Client:

Critical Criteria	Description
Eligibility	<ul style="list-style-type: none"> • Tenderers shall possess bizSAFE Level 3 Certification and above; • Registered tenderers shall be minimally BCA workhead /tendering limit: BCA CW01/C3 or BCA CR06/L1 (S\$0.65mil) or above
Demerit Points	<ul style="list-style-type: none"> • Tenderer shall not have any demerit points accumulated from Ministry of Manpower.
Full Compliance	<ul style="list-style-type: none"> • Tender proposal shall comply fully with the Tender Guidelines, Conditions of Contract, Technical Specifications, Forms of Tender and all other specification in the Tender Documents. Tenderer shall not change the text of any components of the Tender Documents.
Financial Standing	<ul style="list-style-type: none"> • Tenderer shall not have negative net worth in the latest audited accounts. The latest set of audited financial statements shall be an unqualified report.
Attendance of Compulsory Tender Briefing	<ul style="list-style-type: none"> • Tenderer must attend the scheduled tender briefing/site show round.

6.2 **Evaluation Method by Price & Quality (PQM)**

6.2.1 Price and quality attributes are assigned weightage and translated into quantitative scores, which are then aggregated to give a combined score during tender evaluation.

6.2.2 The total lump sum (i.e. Contract Sum) and the quality criteria specified shall be evaluated to give a combined score weightage.

6.2.3 Tenderers shall be evaluated according to the following quality criteria:

Price		50%
Quality		50%
1	Relevant Experience and Track Records	20%
a.	Tenderers show relevant knowledge and experience in managing and completing projects with similar project sums.	10%
b.	Performance ratings of / Reference check with past and present projects completed in the last 3 years by clients. Tenderers should provide performance rating forms of past and present projects and time taken to complete the project with similar scope for the past 3 years. NAFA shall also conduct reference check with Tenderer's clients via survey form through email.	10%
2	Proposals	10%
a.	Tenderers shall demonstrate compliance to tender specifications by completing <u>all</u> the forms in the tender documents and submitting the following required in the following sections: 1. <u>Technical Competency</u> <ul style="list-style-type: none"> • Proposed method statement • Proposed works schedule (e.g. Feasibility, Efficiency, Detailed schedule) • Public Relations & Service Recovery Plans • Value Added Service, where applicable 2. <u>Safety Proposal</u> <ul style="list-style-type: none"> • Site Safety Management Proposal/ Programme • Risk Management & Method of Recovery/ Prevention • Certificates, where applicable 3. <u>Management Support</u> <ul style="list-style-type: none"> • Organisation Chart • Competency of key appointment holders (ie Project Manager) • Track records & qualifications of project team • Incident management process • Information of self-owned/ affiliated and/ or propose partner manufacturer/ production facility 	5%
b.	Financial Standing: 1. Current Ratio 2. Gearing Ratio	5%
3	Tender Interview	20%

a.	Tenderers shall demonstrate the following during tender interview: 1. Showed strong understanding of tender scope 2. A set of robust and comprehensive operation/project plan in place 3. Strong capability/resources to perform tender scope 4. Showed strong management team support and competency	20%
Total:		<u>100%</u>

7. QUERIES

All queries to this tender requirement are to be directed to:

Ms Liew Min Yann

Senior Executive

Estate Management Office

Tel: 6512 4077

Email: myliew@nafa.edu.sg

Mr Xavier Tan

Head

Estate Management Office

Tel: 6512 4137

Email: txtan@nafa.edu.sg

TENDERER'S OFFER		FORM A
To: Nanyang Academy of Fine Arts 80 Bencoolen Street, Singapore 189655		Tender No: NAFA/EST/00089
Name of Tenderer:		
Tenderer Address & Telephone No:		
<p>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.</p> <p>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 120 days commencing on the closing date for the submission of tenders i.e., on 29 April 2024 (Monday), 2.00pm.</p> <p>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.</p> <p>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.</p> <p>We agree that as and when requested by NAFA, we shall extend the validity of this offer for one or more periods not exceeding in total _____ calendar months.</p> <p>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.</p> <p>A breakdown of the Contract Price for the equipment and services is given in the Priced Schedule attached hereto.</p> <p>We further undertake to give you any further information, which you may require.</p> <p>Dated this _____ day of _____, 2024.</p>		
Tenderer's Company or Business Registration No:	Tenderer's official Stamp:	
Authorised Signature:		
Name:	Telephone/Handphone No:	
	Fax:	
Designation:	Email:	
<p><i>NOTICE : This Form must be duly completed and signed. Any change to its wordings may render the Tender liable to DISQUALIFICATION.</i></p>		

TENDERER'S PROFILE		FORM B
Company's Name:		
Address:		
Country of Incorporation:		
Year of Establishment:		
Ownership:		
EPPU/BCA/NPA No. <i>(State Financial Category)</i>		
GST Registration No.		
Total Paid-up Capital:		
<p><i>Please attach copy of the following:</i></p> <ul style="list-style-type: none"> • <i>Organisation Chart</i> • <i>Latest Audited Balance Sheet and P&L Statement</i> • <i>List of Reference Customers</i> 		

TENDER FOR PHASE 5 OFFICE UPGRADING WORKS FOR NAFA CAMPUS 1 WING B LEVEL 4 OFFICES AT 80 BENCOOLEN STREET S(189655)

This is a Lump Sum Contract without adjustments due to any fluctuations in the cost of labour, materials, plant, equipment, tools, transport, exchange rates and/or taxation. The successful Tenderer shall be contractually bound by his Lump Sum Tender Price to execute and complete the whole works to the full satisfaction of the Employer’s Representative.

PRICE SCHEDULE OF TENDERER’S OFFER					FORM C
Item	Description	Qty	Unit	Rate (S\$)	Total (S\$)
Campus 1 Wing A Level 4					
1	Preliminaries				
	Allow for Preliminaries, insurance, design services, protection and temporary support to the surrounding properties, removing debris off-site, staging, repairing, making good to works with disturbed, haulage and clearing of debris and clean up upon completion etc.				
	Provision of hoarding, glass area to screen off with vinyl stickers, door and wall hoarding in plasterboard to selected paint, floor protection c/w sticky mats, temporary signage, project graphic signage, safety signage and safety barriers for the above works, including replacement of new protection as and when required and to comply with the safety management system.				
	Supply labour, materials and necessary equipment/tools to carry out essential demolition work and c/w bulk bin for disposal of bagged debris and transport to the disposal point.				
	Designer to be engaged to develop and provide construction detail drawings and present all working drawings and documents for construction.				
	Includes dimensioned plans, elevations, electrical layout, reflected ceiling plans and/or fixtures shop drawings as required.				

Wall Finishes

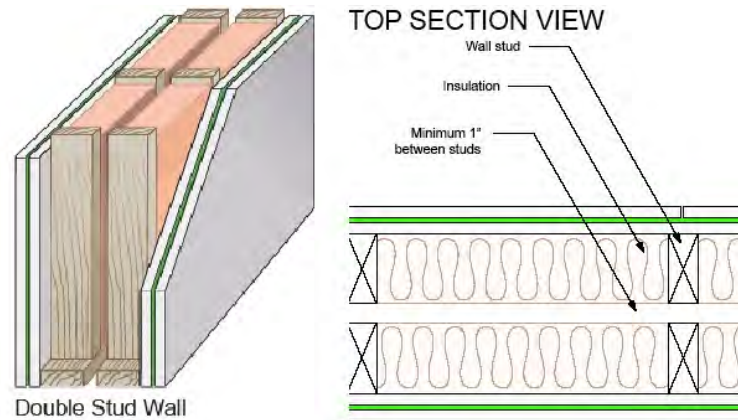
To provide labour, new material, necessary equipment, and tools including construction/make good of new and affected walls during construction.

- Dismantle and demolish gypsum partition wall and brick wall
- Erect new double layer partition wall with glass panel c/w aluminium frame to new room including timber door (sliding or swing) in the laminated finish, viewing glass included
- Supply emulsion paint to new wall and existing walls
- Installation of selected laminate finishing to new walls
- Installation of doors/frames

Note:

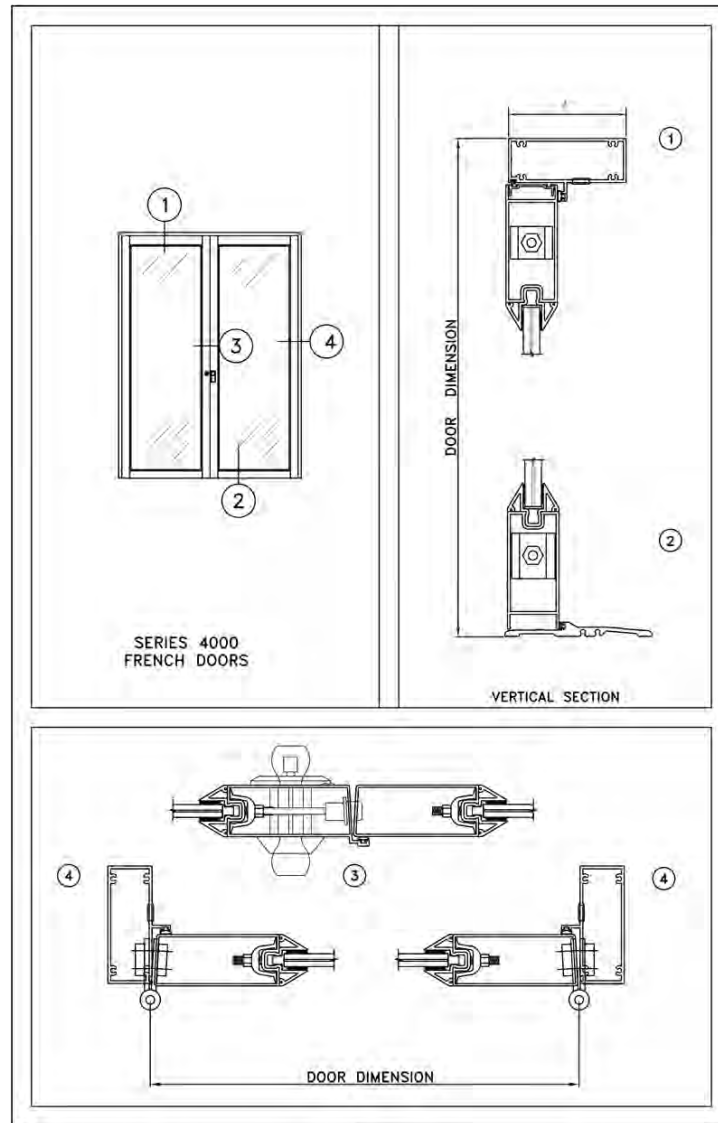
- a) Drywall partition should be constructed from floor level to soffit. Double layer Internal partition should be 100mm thick drywall with 120kg rockwool per layer for sound insulation properties:

2



- b) To provide main entrance glass swing doors in similar construction as shown below. Design to match existing glass doors on campus (to be shown

during site show round).



	Floor Finishes				
	<p>To provide labour, materials and necessary equipment and tools, including new finishes and /or touch-up the affected area.</p> <ul style="list-style-type: none"> • Supply and install carpet tiles and vinyl to the floor, including removing existing floor finish and disposal • Hacking and installation of cable trunking box on the ground. Area to be discussed after dismantling of existing flooring <p>Note: Floor levelling, if required, before installation of new carpet.</p>				
	Ceiling Finishes				
	<p>Supply labour, materials and necessary equipment and tools for the new ceiling installation.</p> <ul style="list-style-type: none"> • Demolish existing grid ceiling • Open ceiling area to make good, with services spray painted either in white or black emulsion paint • Installation of the false ceiling painted in a different tone of colours • Installation of sound insulated/acoustic ceiling boards in offices • Installation of ceiling boards in common area <p>Note: Piping should be labelled appropriately, indicating the different M&E services. Ceiling mounted lights will be provided.</p>				
	Carpentry/ Furniture/Plumbing				
	<ul style="list-style-type: none"> • Supply labour, materials, equipment, and tools to fabricate built-in cabinets, tabletops and display rack in selected laminate and design. <p>Note:</p> <p>a) The design will be shared during the compulsory site show round. The detailed drawings will be shared only with the awarded Tenderer.</p>				

	b) Contractor to liaise with appointed system furniture vendor on the last 2 weeks of contract for installation of workstations.				
6	Electrical/ Security and Safety				
	<ul style="list-style-type: none"> Supply and install 13A Switch Socket Outlet, including updating power layout and Single Line Drawing by a certified LEW. Relocation of existing DB panels. (Exact location to be confirmed on site) Electrical supply to be drawn from the nearest Electrical Distribution Board (DB) and all wiring to be concealed and made good. Zoning requirement to strictly adhere to in the specific drawing. All lighting level in rooms/corridors shall be designed to achieve minimally 500 lux. <p>Note: Contractor to cater additional 100 numbers of 13A double gang switch socket outlet provision. Drawings with location of power sockets will be shared with awarded Tenderer.</p>				
7	Air Conditioning and Mechanical Ventilation (ACMV)				
	<p>Note: Contractor to liaise with existing ACMV vendor appointed by NAFA. More details will be shared during the compulsory site visit.</p>				
8	Key Management				
	<ul style="list-style-type: none"> Provision of new key cylinders to be compatible with existing NAFA's master key system. <p>Note: Contractor to liaise with existing key lock vendor. More details will be shared during the compulsory site visit.</p>				

Fire Protection					
9	<p>Addition, modification and relocation of fire protection system (where necessary) complete with sprinkler points, horizontal distribution pipes, range pipes, brackets, hangers, hosereels, fire extinguishers, including protection to existing services during the installation works, dismantling of the existing sprinkler system and all necessary ancillaries and accessories.</p> <p>Note: Contractor shall liaise with the Employer’s Fire Protection Term Contractor, Acclaim Systems Pte Ltd.</p>				
10	<p>Miscellaneous (please specify):</p> <ul style="list-style-type: none"> • To liaise, coordinate and interface with NAFA’s IT/AV contractor on any necessary site installation work during construction 				

Total Amount		
S/N	Description	Amount
1	Preliminaries	
2	Wall Finishes	
3	Floor Finishes	
4	Ceiling Finishes	
5	Carpentry/ Furniture/ Plumbing	
6	Electrical/ Security and Safety	
7	Air Conditioning and Mechanical Ventilation (ACMV)	-N.A.-
7	Key Management	
8	Fire Protection	
9	Miscellaneous (please specify):	
Total Amount		

TENDERER'S PROPOSAL - EQUIPMENT SUPPORT AND MAINTENANCE	FORM D
<p>1. Please provide detailed information / description including the following:</p> <p><u>Technical Competency</u></p> <ul style="list-style-type: none"> • Proposed method statement • Proposed works schedule (e.g. Feasibility, Efficiency, Detailed schedule) • Public Relations & Service Recovery Plans • Value Added Service, where applicable <p><u>Safety Proposal</u></p> <ul style="list-style-type: none"> • Site Safety Management Proposal/ Programme • Risk Management & Method of Recovery/ Prevention • Certificates, where applicable <p><u>Management Support</u></p> <ul style="list-style-type: none"> • Organization Chart • Competency of key appointment holders (ie Project Manager) • Track records & qualifications of the project team • Incident management process • Information of self-owned/ affiliated and/ or propose partner manufacturer/ production facility <p><u>Financial Standing</u></p> <ol style="list-style-type: none"> 1. Current Ratio 2. Gearing Ratio 	
<p>2.1 Please state the Warranty Period for all equipment supplied in the contract</p> <ul style="list-style-type: none"> ○ 6 months warranty period of the date of the official handover of the project ○ 12 months warranty period of the date of the official handover of the project ○ 18 months warranty period of the date of the official handover of the project ○ Others, please specify _____ <p>Note: All parts, quality-related issue should be repaired and replaced at the cost of the contractor within the selected warranty period.</p> <p>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.</p>	
<p>3. Please state the annual maintenance charges for the subsequent three (3) years.</p> <p style="text-align: center;">----- Not Applicable to this Tender -----</p>	

MAJOR PROJECTS COMPLETED BY TENDERER'S COMPANY WITHIN THE LAST 3 YEARS					FORM E	
<i>Govt Bodies/Stat Boards/Other Clients</i>	<i>Title</i>	<i>Description of Project</i>	<i>Contract Value</i>	<i>Start Date</i>	<i>End Date</i>	

CURRENT PROJECTS UNDERTAKEN BY TENDERER'S COMPANY							FORM F
<i>Govt Bodies/Stat Boards/Other Clients</i>	<i>Title</i>	<i>Description of Project</i>	<i>Contract Value</i>	<i>Start Date</i>	<i>End Date</i>	<i>Percentage now completed</i>	

PROFILE OF TENDERER'S PROJECT TEAM

FORM G

(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.)

<i>Name</i>	<i>Designation</i>	<i>Yrs of experience</i>	<i>Qualification</i>	<i>Experience(Past & current projects)</i>	<i>Awards</i>