TENDER NO: NAFA/JA/00006





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

Supply art materials to Nanyang Academy of Fine Arts (Junior Art Department, NAFA Arts Preschools at Luzerne and Bencoolen)

INVITATION TO TENDER

- 1. Nanyang Academy of Fine Arts (NAFA) invites tender for the supply of art materials to Nanyang Academy of Fine Arts (Junior Art Department and NAFA Arts Preschools at Luzerne and Bencoolen).
- 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 Specifications (FORM D) Not Applicable
 - Tenderer's Proposal Equipment Support and Maintenance (FORM E) Not Applicable
 - Tenderer's Proposal Software Support (FORM F)- Not Applicable
 - Tenderer's Proposal Training (FORM G)- Not Applicable
 - Major Projects completed by Tenderer's Company within the 3 years (FORM H)
 - Current Projects undertaken by Tenderer's Company (FORM I)
 - Profile of Tenderer's Project Team (FORM J)
- 3. The Tenderer is required to complete and submit the following documents with password protection to <u>nafatender@nafa.edu.sg</u> before the closing date of tender:
 - Tenderer's Offer (FORM A)
 - Tenderer's Profile (FORM B)
 - Price Schedule of Tenderer's Offer (FORM C)
 - Tenderer's Proposal Equipment Specifications (FORM D) Not Applicable
 - Tenderer's Proposal Equipment Support and Maintenance (FORM E)- Not Applicable
 - Tenderer's Proposal Software Support (FORM F)- Not Applicable
 - Tenderer's Proposal Training (FORM G)- Not Applicable
 - Major Projects completed by Tenderer's Company within the 3 years (FORM H)
 - Current Projects undertaken by Tenderer's Company (FORM I)
 - Profile of Tenderer's Project Team (FORM J)
- 4. The closing date for submission of tender is 10 Dec 2024 (Tuesday), 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 <u>password protected</u> to <u>nafatender@nafa.edu.sg</u> before the closing date/time.
 - c) Please <u>do not</u> submit the password to NAFA <u>before</u> the closing date/time.
 - d) Password will only be submitted upon request by NAFA <u>after</u> the closing date/time.
 - e) Please send in at least half an hour earlier to cater for transmission time.
 - f) Max file size for attachment is 100MB only. If the file is too big, please zip the files or use file sharing like OneDrive, Dropbox,

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 **Tan See Kia** before **6 Dec 2024 (Friday)**, **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:	The supply, delivery to and installation at the Site of the equipment and /or services in conformance and accordance with the Technical Specifications and drawings
Site:	The premises on NAFA, (80, 38 & 151 Bencoolen Street) or any other site designated by NAFA
System Completion Date:	The date which all equipment and/or services shall be functional / ready as specified in the Technical Specifications
Warranty Period:	The period during which the contractor, at his own expense, shall make good to the satisfaction of 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

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.
- 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. COMPLIANCE WITH LAW

3.1 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.

4. **PROPERTY & RISK**

4.1 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.

5. VARIATIONS

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

6. ASSIGNMENT

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

7. PAYMENTS

7.1 Payment shall be made by NAFA on a yearly basis, within thirty (30) days from the yearly subscription start date

8. TERMINATION

- 8.1 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.
- 8.2 Upon termination under sub-clause 8.1

- 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
- 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 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.
- 8.3 The rights of NAFA specified under clause 8 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.

9. NON-DISCLOSURE

9.1 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.

10. INDEMNITIES

- 10.1 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.
- 10.2 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.
- 10.3 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.

10.4 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 is may have under this contract.

11. WAIVER

11.1 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.

12. NOTICE

12.1 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.

13. ARBITRATION

13.1 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.

14. APPLICABLE LAW

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

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

1.0 SCOPE OF WORK

1.1 To supply art materials to Nanyang Academy of Fine Arts (Junior Art Dept and NAFA Arts Preschools at Bencoolen and Luzerne).

2.0 CONTRACT PERIOD

2.1 The Contract shall be for a period of TWO (2) years commencing 1 Jan 2025 to 31 Dec 2026. After expiry of the said period, NAFA may at its absolute discretion, extend the Contract Period for a further ONE (1) year, provided the performance of the company has been satisfactory.

3.0 PRICE SCHEDULE

- 3.1 Tenderers are required to submit their tender offer in **Form C**.
- 3.2 All prices quoted should be in Singapore Dollars and exclusive of Goods & Services Tax.
- 3.3 NAFA does not bind itself to accept the lowest or any offer and reserves the right to accept the offer in whole or in part.

4.0 SALE OF MATERIALS

4.1 To provide online sales of material to students and on campus sales when permissible.

5.0 DELIVERY PERIOD

5.1 Deliver goods within 2-3 days upon requisitions.

6.0 EVALUATION CRITERIA

- 6.1 NAFA shall evaluate the tender proposal based on the following criteria:
 - a) Price competitiveness
 - b) Ability to meet tender specifications & requirements
 - c) Value-added services
 - d) Experience & track record of similar projects & team composition

7.0 OTHER VALUE-ADD SERVICES

- 7.1 Source and provide supplementary materials and tools.
- 7.2 Provide customized materials and relevant services such as printing, laminating, die-cutting, paper trimming, ring binding, producing of 3D paper stuffs etc.

8.0 CONTACT PERSON

Name: Tan See Kia Contact No: 6512 6130 Email Address: <u>sektan@nafa.edu.sg</u>

THE COMPLIANCE LIST (Please tick accordingly)

S/N	Description	Complied	Not Complied	Remarks
1	Perform sale of materials at NAFA and NAFA Arts Preschool on course commencement in January and July			
2	Deliver goods within 2-3 days upon requisitions.			
3	Source and provide supplementary materials and tools.			
4	Provide customized materials and relevant services such as printing, laminating, die-cutting, paper trimming, ring binding, producing of 3D paper stuffs etc.			

Authorised Signature & Company Stamp: _____ Date: _____

	FORM A							
To: Nanyang Academ 80 Bencoolen Str	y of Fine Arts eet, Singapore 189655		Tender No:	NAFA/JA/00006				
Name of Tenderer:				<u> </u>				
Tenderer Address & Telephone No:								
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.								
for consideration for a	subject to the Conditions of ⁻ a period of 120 days comm 2024 (Tuesday), 2.00pm.		-	-				
	ou are not bound to accept t and we agree that you may nes.							
	nal agreement is executed, as orised Variations and your w .	-						
	when requested by NAFA, we ding in total calen		-	of this offer for one or				
	rred to as the "Contract Pric cluding GST (see Form C).	ce") for the	art materials t	o be provided by us is:				
A breakdown of the C attached hereto.	ontract Price for the equipr	ment and se	ervices is given	in the Priced Schedule				
We further undertake t	o give you any further inform	nation, which	h you may requi	ire.				
Dated this	_ day of	_, 2024.						
Tenderer's Company or	Business Registration No:	Tenderer's	s official Stamp:					
Authorised Signature:	Authorised Signature:							
Name:		Telephone	/Handphone No	o:				
		Fax:						
Designation:		Email:						
NOTICE : This Form must be duly completed and signed. Any change to its wordings may render the Tender liable to DISQUALIFICATION.								

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

PRICE SCHEDULE OF TENDERER'S OFFER (NOT APPLICABLE)									
ltem No.	Name/Model of item	Quantity (No. of units)	Tender Quotation Per Unit(Including Freight, Delivery and Installation	Tender Quotation Per Item	Discount	Net Tender Quotation	Any other Relevant Remarks		
		(a)	(b)	(a) x (b) = (c)	(d)	(c) – (d) = (e)			
		Total Value							

Item Name &	Compliance with Technical	Information 9
Description	Compliance with Technical Specifications (Yes/No)	Information & Specifications
•		, ,

NOTE : Fill in column for Item Name & Description as specified under "Technical Specifications"

	TENDERER'S PROPOSAL - EQUIPMENT SUPPORT AND MAINTENANCE	FORM E
	(NOT APPLICABLE)	
1.	Please provide detailed information / description including the following:	
	a) Number and qualifications of engineers directly responsible for maintenance	
	b) Preventive maintenance policy	
	c) Response time for unscheduled maintenance	
	d) Availability of parts and limits to price escalation	
	e) Maximum length of downtime before replacement equipment is supplied	
2.1	Please state the Warranty Period for all equipment supplied in the contract	
	Please state in detail the maintenance services that are free of charge during	the period of
	warranty stated in para 2.1 above.	
3.	Please state the annual maintenance charges for the subsequent three (3) years.	

	TENDERER'S PROPOSAL – SOFTWARE SUPPORT (NOT APPLICABLE) FORM F								
1.	Please provide detailed information / description including the following:								
	a) Number and qualifications of software personnel directly responsible for servicing the								
system									
	b) Details of local software support operations								
	c) List current clients that will substantiate software support claims								
	d) Response time of unscheduled software maintenance								
	e) Policy for distribution of software new releases, enhancements and accompanying								
	documents								
	f) Availability of software personnel for occasional consultation								
2.1	L Please state the Warranty Period for all equipment supplied in the contract								
2.2	2 Please state in detail the maintenance services that are free of charge during the period of warranty stated in para 2.1 above.								
3.	Please state the annual maintenance charges for the subsequent three (3) years.								

	TENDERER'S PROPOSAL – TRAINING <mark>(NOT APPLICABLE)</mark>	FORM G
1.	Please provide detailed information / description of the training you i the following:	intend to provide, including
	а) Туре	
	b) Frequency and duration	
	c) Venue	
	d) Cost	
	e) Training documents	
	f) Number of attendance if free of charge	
2.	Willingness to prepare and conduct special courses for specific user re	equirements.

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

	CURRENT PROJECTS UNDERTAKEN BY TENDERER'S COMPANY								
Govt Bodies/Stat Boards/Other Clients	Title	Description of Project	Contract Value	Start Date	End Date	Percen	tage now completed		

	PROFILE OF TENDERER'S PROJECT TEAM								
(Please complete	(Please complete below and state clearly the qualifications and experience of the staff in your team who would be assigned to this project, if								
Name	NameDesignationYrs of experienceQualificationExperience(Past & current projects)				Awards				