
PART 1: INSTRUCTIONS TO TENDERERS

TENDER NO. 2026-01 – PROVISION OF ARMED GUARD AND ARMORY SERVICES AT THE NATIONAL SHOOTING CENTRE FROM OCTOBER 2026 TO SEPTEMBER 2029 WITH THE OPTION TO EXTEND FOR ANOTHER ONE YEAR

1 GENERAL

- 1.1 All Tenderers shall be required to study this document thoroughly to ensure full compliance with all the requirements and scrutinize carefully the prepared submissions for errors and omissions before tendering. This document shall form an integral part of the Contract.

2 DEFINITIONS

- 2.1 Throughout this Invitation to Tender and any resultant Contract, unless the context otherwise requires, the following definitions shall apply:

- (a) **"Closing Date"** means the latest closing date of the Tender as notified by SSA.
- (b) **"Conditions of Contract"** also includes such clauses from the Compendium of Additional Clauses as will form part of the Contract.
- (c) **"Contract"** means any resultant contract and its Annexes between the SSA and the successful Tenderer including the Tender, Letter of Acceptance, any related document issued by SSA to the Contractor for the performance/delivery of the Goods and/or Services and any other documents agreed to in writing by SSA, amplifying and modifying the Tender.
- (d) **"Contractor"** means the successful Tenderer who has been awarded the Contract by SSA, and includes its permitted assigns offering to perform/deliver the Goods and/or Services.
- (e) **"Invitation to Tender"** means the invitation to participate in this Tender and comprises all tender documents forwarded to the Tenderer inclusive of the Covering Letter, Form of Tender, Instructions to Tenderers, Conditions of Contract, Requirement Specifications, Evaluation Criteria and any other documents and forms/templates enclosed.
- (f) **"SSA"** means the Singapore Shooting Association and includes any officer authorised by SSA to act on its behalf in this matter.
- (g) **"Tender"** means the tender submitted by a Tenderer in response to this Invitation to Tender, in accordance to the Form of Tender.
- (h) **"Tenderer"** means a person or his permitted assigns tendering to provide the Goods and/or Services, and shall be deemed to include two or more persons if appropriate.

- (i) Save as set out above, all other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract set out in this Invitation to Tender.

3 TENDER DOCUMENTS ISSUED BY SSA

- 3.1 Any deficiency, inaccuracy or error in these Tender documents shall be raised by the Tenderer at least seven (7) days before the closing date of the Invitation to Tender, failing which it shall be deemed that the Tender documents are sufficient for purposes of this Invitation to Tender.
- 3.2 The Tenderer shall satisfy itself on the content of all Tender documents (including those incorporated by reference). The Tenderer shall also check that the Tender documents issued are complete and that no pages are missing or duplicated.
- 3.3 Withstanding the disclosure of certain information in the Tender documents by SSA, Tenderers are advised to study these Tender documents very carefully before finalizing their Tender Offer for submission. This Invitation to Tender may not contain all information which Tenderers may require. The Tenderer shall be responsible for obtaining all information, which it considers necessary for the purpose of preparing and submitting its Tender.
- 3.4 If the Tenderer is in doubt as to the true meaning and intent of any part of the tender documents, considers such documents unclear and/or there are discrepancies in or omissions from such documents, it is under full obligations to seek clarification on all matters in writing well in advance of or at least seven (7) working days before the Closing Date for submission of Tenders. No oral representation shall be (a) accepted or construed as modifying anything in the Invitation to Tender, or (b) binding on SSA. All requests for clarification shall be addressed to:

gm@singaporeshooting.org

The Singapore Shooting Association
990 Old Choa Chu Kang Road
Singapore 699814
Tel: 67953760 Fax: 67956182

- 3.5 The SSA reserves the absolute right not to entertain or respond to any query that in SSA's opinion is inappropriate or improper. All correspondence may be sent by courier, post or electronic mail. SSA shall not be responsible for non-receipt of any correspondence, regardless of how it is sent. Proof of postage is not proof of delivery or receipt. In the event of default in the compliance of this requirement, it shall be deemed that the Tenderer has clearly understood and shall comply entirely with the Contract contained in the tender documents.
- 3.6 The SSA's response and any Corrigendum issued may be sent by post or electronic mail. It is the responsibility of the Tenderer to examine these documents before the Tender Closing Date and to take all provisions thereof into consideration in the preparation of its Tender.

4 ELIGIBILITY

- 4.1 Any company or business that is currently debarred from participating in Government tenders is not eligible to participate in this Tender. If a Tender is submitted without explicitly mentioning that the Tenderer is currently debarred, SSA shall treat the submission of the Tender as an express continuing declaration by the Tenderer that the Tenderer is in fact eligible to participate in this Invitation to Tender and, if such a declaration is discovered to be false, SSA will be entitled to rescind any contracts entered into pursuant to such a tender, without SSA being liable therefore in damages or compensation.

5 EVALUATION CRITERIA

- 5.1 Where the Invitation to Tender specifies evaluation criteria in terms of the financial category and supply category/head required for registration with any Government Registration Authority ("**GRA**"), as the case may be, the evaluation of such criteria will be delegated to the relevant GRA.
- 5.2 Where a Tenderer's existing registration with a GRA, which is valid up to the closing date of this Tender and including the expiry of the Contract Period¹, specifies that the Tenderer has met particular criteria in relation to particular financial category and supply category/head, SSA will regard the Tenderer as having met the criteria specified in the registration for the financial category and supply category/head set out in the registration and in the manner set out in the registration.
- 5.3 Tenderers who are registered with the GRA, specifying that they have met the criteria for this Tender, must declare their registration status in the manner set out in the Invitation to Tender and must submit a copy of such certificate with their Tenders to SSA.
- 5.4 Tenderers who do not hold a valid registration from the GRA specifying that they have met the criteria for this Tender are advised to apply for the registration with the GRA at the earliest possible opportunity and declare their registration status in their tenders. If their registration with the GRA is still pending by the closing date of tender, tenderers should enclose a copy of the receipt for registration fee paid issued by the GRA with their tenders.

6 SUBMISSION OF TENDER

- 6.1 The Tender must be submitted as follows:
- (a) **Two (2) sets of hardcopy** document. One set is to be marked "**Original**" and the other set is to be marked "**Duplicate**". The copies shall be bound and clearly labelled at the top righthand corner as "**Original**" or "**Duplicate**" respectively.
 - (b) **One (1) set of softcopy** version in any appropriate storage device.

¹ Tenderers whose GRA will be expiring before the expiry of the Contract Period shall at the request of SSA furnish copies of their audited financial statements filed in the past three (3) years or

unaudited financial reports and/or up-to-date management reports/accounts and/or quantitative business projections/analytics and/or its corresponding qualitative narratives/justifications for evaluation.

- (c) For the “**Original**” hardcopy document, please ensure:
- (i) All pages of the Form of Tender must bear the official seal or rubber stamp of the Tenderer and initialled by the Tenderer’s authorised representative.
 - (ii) All price schedules must be typewritten, bear the official seal or rubber stamp of the Tenderer and signed by a duly authorized agent or officer of the Tenderer.
 - (iii) All corrections or cancellations will not be accepted unless such corrections or cancellations are initialled by the Tenderer.
 - (iv) All pages must be numbered.
 - (v) The “**Original**” hardcopy of tender document shall be deemed to be the official offer.

6.2 Tenderers shall submit their Tenders in accordance with the following mode(s) of submission

Information or document(s) in Tender	Mode of Submission	Closing Date and Time
a. Form of Tender (Part 5); b. Form of Tender (Part 5) Annex A - Price Schedule; c. Form of Tender (Part 5) Annex B – a copy of Company’s ACRA Certificate and a copy of Company Audited Financial Statement (Profit & Loss, Current Assets, Fixed Assets and Liabilities) over the last three (3) years as well as Tenderer’s current commitments and relevant track record for past five (5) years; d. Form of Tender (Part 5) Annex C – a copy of GST Registration Certificate; e. Power of Attorney – if Tenderer is acting on behalf of a principal – see Clause 38.1 of the Instructions to Tenderers; g. Proposal as required as specified in Clause 2 of Requirement Specifications; h. Any submission required by this Tender and relevant brochures, technical specifications, catalogues, etc.	These shall be submitted to SSA in a sealed envelope clearly labelled on the front of the envelope with “TENDER NO. 2026-01 – PROVISION OF ARMED GUARD AND ARMORY SERVICES AT THE NATIONAL SHOOTING CENTRE FROM OCTOBER 2026 TO SEPTEMBER 2029 WITH THE OPTION TO EXTEND FOR ANOTHER ONE YEAR” <u>and</u> Tenderer’s name and business address <u>and</u> hand-delivered to Tender Box B located at SSA’s office at the National Shooting Centre as indicated in Covering Letter	September 21, 2026 (Monday) at 12PM SHARP

- 6.3 Where Tenders are to be submitted using Tender Box, tenders must be submitted in sealed envelopes. All documents and materials must be submitted into the Tender Box at the same time. It will be the responsibility of the Tenderer to ensure delivery of the Tender documents into the Tender Box, which will be in a position accessible to the Tenderer. SSA shall not be held responsible for putting the documents received through the post into the correct Tender Box. Every effort, however, will be made by SSA to promptly convey the documents received through the post into the Tender Box. In such case, the Tenderer must arrange for the documents to be posted to reach the above address not later than the deadline for submission of tenders. Proof of posting of tenders will not be accepted as evidence of delivery. Postage must be pre-paid on all the documents sent through the post.
- 6.4 Tenderers shall specifically identify in their Tender any proprietary designs, processes, data and/or financial information by specifically marking each and every page of the drawings and/or text. A general statement that the entire Tender is proprietary, or the marking of sections or whole pages as proprietary, will not be acceptable. The Tenderer is required to mark the specific text, figures and drawings that are proprietary. Proprietary information contained in the Tenders will be treated in accordance with applicable Singapore Law.
- 6.5 The SSA reserves the right to reject tenders not submitted in accordance with the mode(s) of submission specified in the Instructions to Tenderers.
- 6.6 Tenders forwarded by means other than those specified in the Instructions to Tenderers, including but not limited to facsimile, telex or telegram, electronic mail are not acceptable and will be rejected by SSA.
- 6.7 The SSA shall not entertain any request made after the Invitation to Tender has closed for bid variation or submission of additional quotes for items left out in the original submission on any ground whatsoever. The Tenderer shall be solely responsible for all such omissions or errors in his/her Tender Offer.
- 6.8 Tenders delivered after the stipulated time on the closing date, from whatever cause arising will not be considered.

7 COMPLIANCE WITH INSTRUCTIONS

- 7.1 Tenders will be accepted only if submitted according to the instructions contained and, in the form(s), prescribed in the Invitation to Tender. Any Tender which attempts to vary the Form of Tender including Annexes (Part 5) or Conditions of Contract (Part 2), is liable to be rejected. In consideration of the Tenderer agreeing to abide by these Instructions to Tenderers, SSA shall evaluate the Tender fairly and in accordance with the Instructions to Tenderers.

8 VALIDITY PERIOD

- 8.1 Tenders submitted shall remain valid for acceptance for the Validity Period specified in the Invitation to Tender and during such extension of the Validity Period as may afterwards be separately agreed to in writing by the Tenderer at the request of SSA.

9 WITHDRAWAL OF TENDER

- 9.1 No Tender may be withdrawn after the Closing Date of the Invitation to Tender. Any Tenderer who attempts to do so may, in addition to any remedy which SSA may have against it, be liable to be debarred from future tenders.

10 COMPLIANCE WITH TECHNICAL REQUIREMENTS

- 10.1 The Tenderer shall provide explicit responses of compliance or non-compliance with any other technical requirements enclosed in this Invitation to Tender. In the event of any non-compliance with the technical requirements, the Tenderer shall satisfy SSA (by providing a certification from the manufacturer of the item offered or a copy of the relevant extract from any reputable publication citing clearly its title and edition) that the form, fit and function of the items offered are equivalent to the Goods and/or Services required and that they are interchangeable. Where the Tenderer fails to satisfy SSA in the manner above, the tender is liable to be rejected.

11 ACCEPTANCE OF TENDER

- 11.1 SSA shall be under no obligation to accept the lowest tender, or any incomplete tender; SSA shall reserve the right to not accept any Tender at all eventually. SSA shall not enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a tender.
- 11.2 SSA reserves the right, unless the Tenderer expressly stipulates to the contrary in its Tender, of accepting such portion of each tender as SSA may in its absolute discretion decide.
- 11.3 In the event that the Tenderer(s) cannot meet the mandatory requirements, SSA reserves the right to accept the Tender(s) of one or more Tenderer(s), notwithstanding that it/they cannot meet the mandatory requirements. SSA will not entertain any request for clarification from any unsuccessful Tenderers after the award of the tender.
- 11.4 SSA may accept the whole or any part(s) of a Tender at any time or at different times for different parts of the Tender within the Validity Period or any extended Validity Period, and the Tender Prices shall be adjusted in accordance with the Price Schedule set out in the Tender.
- 11.5 Unless stated otherwise in the Invitation to Tender documents, the issue by SSA of a Letter of Acceptance accepting the Tender or part of the Tender shall create a binding Contract on the part of the Tenderer to supply to SSA the Goods and/or Services offered in the Tender. The supply shall be governed by terms and conditions of the Contract (as defined).
- 11.6 The Letter of Acceptance may be issued: –
- (a) Electronically through electronic mail to the successful Tenderer; and/or
 - (b) In print by post to the successful Tenderer's address as given in its Tender. Such issuance of the Letter of Acceptance through electronic mail, courier

service or by registered post shall be deemed to be effective communication of SSA's acceptance and shall be deemed to have been received, if through electronic mail, courier service, or, if by registered post.

- 11.7 SSA may at its discretion require the Tenderer to sign a written agreement (the "Form of Agreement") as stipulated Conditions of Contract (Part 2). In the event that the Tenderer is a duly authorised agent, the Form of Agreement is to be executed with the principal.

12 REQUIREMENT SPECIFICATIONS

- 12.1 The Goods and/or Services to be supplied shall conform to the Requirement Specifications (Part 3) of this Invitation to Tender. In the event of any non-compliance with the Requirement Specifications, the Tenderer shall satisfy SSA that the form, fit and function of the Goods and/or Services offered are equivalent to the Goods and/or Services required and that they are interchangeable. Where the Tenderer fails to satisfy SSA in the manner above, the Tender is liable to be rejected.
- 12.2 Tenderer shall ensure accuracy of all information provided in the Tender.

13 TENDER PRICE

- 13.1 The Tenderer shall, in its Tender, quote in Singapore Dollars the all-in firm prices for the items of the Goods and/or Services, which shall be paid in accordance with the Payment Clause specified in Conditions of Contract (Part 2).
- 13.2 The Tenderer shall: -
- (a) Itemise the prices of all the items of the Goods and/or Services in the form of the Price Schedule as set out in Annex A-1 of the Form of Tender (Part 5); and
 - (b) Ensure that the prices include all the deliverables set out in and/or required to meet Requirement Specifications (Part 3).
- 13.3 The itemised prices for all items in the Goods and/or Services quoted by the Tenderer in its Tender shall be held firm for the Validity Period.
- 13.4 The Tenderer may also quote price for any optional items not required by the Requirement Specifications (Part 3) and/or not included in the Price Schedule but which the Tenderer thinks are important for SSA's consideration.

14 SUFFICIENCY OF TENDER PRICE

- 14.1 The Tenderer shall be deemed to have satisfied itself before tendering as to the correctness and sufficiency of its Tender for the supply of the Goods and/or Services and all matters and things necessary for the proper execution and completion of the supply including any duties, customs and excise, licenses, transport and insurance expenses.

- 14.2 The Tenderer shall be held to have been thoroughly acquainted by its own independent observations and enquiries with the nature, extent and practicality of the Goods and/or Services and all other matters that can in any way influence its Tender Price.
- 14.3 The Tender Price shall be deemed to have included the delivery of all items to meet the requirements as specified in the Requirement Specifications (Part 3) irrespective of whether such items have been listed or priced in the Tender. No requirement specified in the Requirement Specifications (Part 3) shall be excluded unless explicitly stated by the Tenderer.

15 CORRECTION OF ERRORS IN PRICING

- 15.1 If SSA finds that there are mathematical errors in the Price Schedule as set out in Annex A-1 to the Form of Tender (Part 5), it reserves the right to re-calculate the total price based on entries made in the Price Schedule. If the total price as calculated by SSA is lower than that submitted by the Tenderer, SSA reserves the right to award the Contract based on the lower price. However, SSA is not obliged to check for correctness in the computation of the total price. The Tenderer shall not be excused by mistake if it has quoted erroneously a lower total price.

16 DOCUMENTATION

- 16.1 The Tenderer shall supply and deliver full and comprehensive documentation that will be used or developed during the supply of the Goods and/or Services including documentation to be used for planning, designing, operation, administration, training and quality assurance purposes. The Tenderer shall list out the documents that will be so provided.
- 16.2 Where the Invitation to Tender specifies tenders to be submitted using Tender Box, the Tenderer shall supply **two (2) sets** of the full documentation to SSA. One set is to be marked "**Original**" and the other one (1) set is to be marked "**Duplicate**". Where any part of the documentation is not available, the Tenderer shall list them out.

17 LANGUAGE

- 17.1 The Tender and all supporting technical data and all documentation to be supplied by the Tenderer shall be written in English language.

18 CONFIDENTIALITY

- 18.1 Except with the consent in writing of SSA, the Tenderer shall not disclose this Invitation to Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by SSA.
- 18.2 SSA may require the unsuccessful Tenderers to return/destroy any specifications, plans, drawings, patterns, samples or information issued by SSA, at the Tenderer's

own cost.

19 OWNERSHIP OF TENDER DOCUMENTS

- 19.1 All documents submitted by the Tenderer in response to the Invitation to Tender shall become the property of SSA. However, intellectual property in the information contained in the Tender shall remain vested in the Tenderer. This Clause is without prejudice to any provision to the contrary in any subsequent contract between the Tenderer and SSA.

20 ALTERATIONS, ERASURES OR ILLEGIBILITY

- 20.1 Except for amendments to the entries made by the Tenderer itself which are initialled by the Tenderer, Tenders bearing any other alteration or erasure and Tenders in which prices are not legibly stated are liable to be rejected.

21 CLARIFICATIONS OF TENDER

- 21.1 In the event that SSA seeks clarification upon any aspect of a Tender, the Tenderer shall provide full and comprehensive response within the time period indicated in SSA's notification.

22 EXPENSE OF TENDERER

- 22.1 In no case will any expense incurred by a Tenderer in the preparation and submission of its Tender be reimbursable by SSA.

23 GOODS AND SERVICES TAX

- 23.1 Tenderers shall not include in the Price Schedule as set out as Annex A-1 of the Form of Tender (Part 5), the Singapore Goods and Services Tax ("**GST**") chargeable for the supply of Goods and/or Services required in the Invitation to Tender. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Goods and/or Services.
- 23.2 If the Tenderer is a taxable person under the GST Act and is registered for GST, SSA will pay the successful Tenderer, in addition to the rates and prices proposed in the Price Schedule as set out as Annex A-1 of the Form of Tender (Part 5), any GST chargeable on the supply of the Goods and/or Services provided pursuant to this Tender.

24 GST REGISTRATION

- 24.1 The Tenderer shall declare its GST status (if applicable) in its Tender. The Tenderer shall clearly indicate whether it is, or whether it will be a taxable person under the GST Act. The Tenderer shall, if registered for GST, furnish the GST registration number to SSA.

- 24.2 A Tenderer which declares itself to be a non-taxable person under the GST Act but which becomes a taxable person after acceptance of its Tender shall forthwith inform SSA of its change in GST status. The Tenderer shall be entitled to reimbursement by SSA of any GST charged on the supply by it of the Goods and/or Services, where such supply takes place after its change in GST status.

25 NOTIFICATION

- 25.1 SSA shall not be obliged to notify Tenderers that they have been unsuccessful in their Tenders.

26 APPLICABLE LAW

- 26.1 All Tenders submitted pursuant to this Invitation to Tender and the formation of any resultant Contract shall be governed by the Applicable Law Clause in the Conditions of Contract (Part 2).

27 OWNERSHIP STATUS OF TENDERER

- 27.1 The Tenderer shall provide full information on:
- (a) Where the Tenderer is a company:
 - (i) The name and address of any person, company or corporation which owns, whether directly or indirectly or beneficially, at least 50% of the total number of any class of shares in the Tenderer;
 - (ii) The number, percentage and class of shares held by such person, company or corporation;
 - (b) Where the Tenderer is a sole proprietorship, the name and address of the sole proprietor;
 - (c) Where the Tenderer is a partnership, limited partnership, or limited liability partnership, the names and addresses of all the partners; and
 - (d) In the case of (b) or (c), where the sole proprietor or a partner is not an individual but a corporation, the information as required under (a) as if that corporation were the Tenderer.

28. EXPERIENCE OF TENDERER

- 28.1 Tenderers shall provide full information on their capital resource, manpower resource, assets, technical tie-up with any country or companies, etc., which information shall be submitted together with the Tender to enable SSA to ascertain the Tenderer's capacity to fulfil the Requirement Specifications (Part 3).
- 28.2 The Tenderer shall provide a brief write up of its business activities for business operations in Singapore and worldwide (outside of Singapore).

- 28.3 The Tenderer shall enclose copies of its audited annual reports for the **last three (3)** financial years. Newly formed companies or other corporatized or non-corporatized businesses that cannot comply with this provision shall submit such audited annual reports available or where not available, an up-to-date business plan that shall include projected costs and budgets for the **next three (3)** financial years.
- 28.4 The Tenderer or, where the Tenderer is submitting the Tender as an agent, then the Tenderer's principal shall furnish full particulars including names of organisations which have been supplied with its offered Works as well as quantities supplied within the **last three (3)** years of the submission of the Tender.
- 28.5 The Tenderer must, for vetting by SSA, submit all names and particulars of its personnel who would be assigned to the Contract when requested by SSA. Such personnel shall not commence involvement with the project unless approval is given in writing by SSA.

29 SHORTLISTING TENDERERS

- 29.1 The SSA reserves the right to shortlist Tenderers in accordance with the criteria set forth in the Invitation to Tender; and give these shortlisted Tenderers the opportunity to submit new or amended Tenders on the basis of SSA's revised requirements, in accordance with a common deadline.
- 29.2 The Tenders received in the second round based on the firm and updated requirements shall form the basis of the final tender evaluation. The Tenders received in the final round shall be complete and comprehensive, and shall override all Tenders previously submitted. The final Tender shall not make references to previous Tender. All the Tenders received in the previous round shall be treated as lapsed. Such final offers shall be submitted in sealed envelopes and deposited in the tender box as instructed by SSA.

30 CORRIGENDA TO INVITATION TO TENDER

- 30.1 The SSA reserves the right to amend any term in, or to issue supplementary terms to, the Invitation to Tender at any time prior to the Closing Date of the Invitation to Tender.

31 DISCLAIMER

- 31.1 This Invitation to Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. SSA shall not be liable to any Tenderer for any information in the Invitation to Tender which is incomplete or inaccurate. For avoidance of doubt, SSA will not provide any advice on the interpretation of the Conditions of Contract.

32 CANVASSING

- 32.1 Canvassing shall render the Tender invalid. In the event of any canvassing being discovered after the acceptance of Tender, SSA shall be entitled to rescind the Contract without SSA being liable thereof in damages or compensation and without prejudice to any claims by SSA against the offending Tenderer.

33 OMISSIONS/ ERRORS

- 33.1 Tenderers are advised to study the Invitation to Tender very carefully before finalising their Tender for submission. The onus is on the Tenderer to ensure that a complete Tender is submitted.
- 33.2 The SSA shall not entertain any request made after Closing Date of the Invitation to Tender for bid variation or submission of additional quotes for items left out in the original submission of the Tender on any ground whatsoever.
- 33.3 The Tenderer shall be solely responsible for all such omissions/errors.

34 INVALID TENDERS

- 34.1 Incomplete Tenders and Tenders received after the Closing Date and Time shall be DISQUALIFIED.

35 COPYRIGHT

- 35.1 The SSA reserves to itself all copyrights in the Invitation to Tender.

36 INTERVIEW

- 36.1 The SSA may require the Tenderer to attend one or more interviews in Singapore and the Tenderer shall state:
- (a) where the Tenderer is offering personal services, personally attend such interview(s); or
 - (b) where the Tenderer is offering the services of its servants or agents, ensure that the person(s) who will be carrying out and/or supervising the Works, attend such interview(s).
- 36.2 In no event shall SSA be liable for the costs of or any other liabilities incurred by the Tenderer or any person on account of having to attend such interview(s).

37 PRESENTATION

- 37.1 The SSA may require the Tenderer to present its Tender to SSA on a date and venue in Singapore to be determined and arranged by SSA.
- 37.2 Any travel or accommodation expenses or any other expenses whatsoever related

to the presentation incurred by the Tenderer or any person shall be at the Tenderer's expense and shall not be borne by SSA.

38 AGENCY

- 38.1 A Tenderer that is submitting a Tender on behalf of its principal must submit an irrevocable Power of Attorney from its principal, properly signed under oath or notarised (as the case may be), duly authorising the Tenderer to submit the Tender on its principal's behalf. Failure to do so will invalidate the Tenderer's offer.

39 ADDITIONAL CONDITIONS

- 39.1 The SSA may request the Tenderer to amend the Tender after submission of Tender and any amendment agreed upon shall be in writing and shall be submitted by the Tenderer to form part of the Tender.
- 39.2 The SSA reserves the right to issue supplementary Conditions of Contract (Part 2) in respect of the Invitation to Tender at any time prior to the Closing Date of the Tender.
- 39.3 In addition, SSA may propose additional terms and conditions to the Contract post-award at any time prior to the execution of the Form of Agreement of Conditions of Contract (Part 2) and subject to mutual agreement, these additional terms and conditions shall become part of the Contract upon incorporation in the Form of Agreement or any addendum executed.
- 39.4 Any additional information or clarification of any part of the Tender submitted in writing by the Tenderer prior to signing of the Form of Agreement which does not derogate from SSA's rights under the terms and conditions specified and implied in Part 2 shall form part of the Tender and if accepted by SSA shall become part of the Contract.
- 39.5 No action or communication by SSA and/or the Tenderer pursuant to this Clause shall have the effect of revoking or invalidating the Tenderer's offer contained in the Tenderer's original Tender unless otherwise specifically agreed to in writing by SSA.

40 ENQUIRIES

- 40.1 Should a Tenderer have any enquiry on any aspect of this Invitation to Tender, it should write to any of the contact persons as stated in the Invitation To Tender before the Closing Date of the Tender.
- 40.2 No oral representation shall be:
- (a) Accepted or construed as modifying or varying any of the provisions, terms or conditions in this Invitation to Tender, or
 - (b) Binding on SSA.

41 AWARD OF CONTRACT

- 41.1 The successful Tenderer (if any) shall be notified of the acceptance of its Tender within the Validity Period by SSA at the same address as the submission of the Tenders. The said Tenderer shall within the time stated in the Letter of Acceptance submit the Security Deposit and execute the formal Contract. The period of executing the formal Contract may, however, be extended if the officer receiving the tender is satisfied that adequate reasons exist for so doing.

/End