



SAF Yacht Club

More Than Just Yachting!

UENSS96SS0021A

Tender Reference: SAFYC/SEASPORTS/08-2023

INVITATION TO SUBMIT TENDER FOR THE PROVISION OF OPTIMIST AND ILCA DINGHIES

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PART A

INSTRUCTION TO TENDER

1. Introduction

This tender is to invite manufacturers to supply Optimist and ILCA dinghies to SAF Yacht Club (the Club) according to the specifications and under the General Terms and Conditions as set out in the Tender Document.

2. Acceptance of Offer

The Club shall be under no obligation to accept the lowest, the whole, or any tender.

The Club also reserves the right to award by item, or part thereof, groups of items, or part thereof, or all items of the tender, to make awards to one or more tenderers; to reject any and all tenders in whole or part; to waive technical requirements, defects, irregularities and omissions if, in its judgment, the best interests of the Club will be served.

A Letter of Acceptance accepting the Tenderer's Tender offer or part of the Tender Offer shall create a binding contract (to the extent accepted by the Club) between the Club and the Tenderer. The Conditions of Contract shall apply to such contract.

The Letter of Acceptance may be issued;

- A. Through Email to the successful Tenderer; or
- B. To the successful Tenderer's address as given in its Tender Offer by hand, by post, or by digital means.

Notwithstanding the issuance of the Letter of Acceptance, the Club may at its discretion require the Tenderer to sign a formal agreement in respect of the Contract and the Tenderer shall do so without unnecessary delay. In the event that the Tender Offer is submitted by a duly authorized agent, the formal agreement is to be executed by his principal.



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PART B

CONDITIONS OF CONTRACT

1. Scope of Contract

- 1.1. The work to be carried out under this Contract comprises of the supply of Optimist and ILCA dinghies to the Club. Details of the supply of dinghies are spelt out in Annex B.
- 1.2. The successful Tenderer shall commence the production and provide a timeline set for completion and delivery of the dinghies described by or referred to in the Specifications and to these Conditions to the satisfaction of the Superintending Officer.
- 1.3. The Tenderer shall be deemed to have carefully examined these Conditions, Specifications and Schedules, which will be an integral part of this contract documentation. If he/she has any doubt as to the meaning and intent of the Contents of all the documents, he/she shall before the submission of his/her tender, set forth the particulars thereof and submit them to the Superintending Officer in writing in order that such doubts may be clarified. No claim(s) will be entertained due to lack of or incompleteness of any information.
- 1.4. The Tenderer may not evade or seek extra payments for obvious requirements owing to any omission or discrepancy in the Specifications.

2. Definitions

- 2.1. The following words shall have the meanings assigned to them hereunder:

“The Club”	shall mean the SAF Yacht Club
“The Tenderer”	shall mean the person/persons, partnership, firm or Company who’s tender for the works have been accepted and who has signed this Contract and shall include his/her or their heirs, successors and duly appointed representatives.
“The Superintending Officer”	shall mean the Club’s General Manager or his duly appointed representative.
“The Purchase Order”	shall mean the purchases described in the Specifications and obligations to be performed under this contract.
“The Site”	shall mean the premises and/or other places on, under, into or through which the works is to be executed under the Contact or any adjacent premises which may be allotted or used for the purposes of carrying out the Works.
“Approved” or “Directed”	shall mean the approved or directed as the case may be in writing by the Superintending Officer.



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- 2.2. Words importing the singular only shall also include the plural and view-versa where the context requires.
- 2.3. Words importing the masculine genders shall also include the feminine and neutral genders wither the context requires.
3. Price Variations
 - 3.1. All prices shall be quoted on a firm basis. No price variations will be allowed. Prices quoted shall be in Singapore dollars.
4. Notices and Fees
 - 4.1. The Tenderer shall comply with, and give all notices required by any written law, regulations, and bylaws of any local authority and/or public service company or authority relating to the works, or with whose system the same are, or will be connected, and he/she shall pay and indemnify the Club against any fees of charges demandable by law thereunder in respect of the works.
5. Sub-Contracting
 - 5.1. Except where otherwise provided in the contract, the Tenderer shall not sub-contract any part of the work in this contract without the prior written consent of the Superintending Officer and such consent if given, shall not relieve the Tenderer from any liability or obligation under the contract and he/she shall be responsible and deemed liable for the acts, defaults, or neglects of the Tenderer, his/her agents, servants, or workmen.
6. Supervision
 - 6.1. The works shall be carried out under the general supervisions of the Tenderer's project manager with minimum input from the Club as far as possible, i.e. the Tenderer must be fully competent in the scope of works that is spelt out in this contract.
7. Reporting Procedures
 - 7.1. Any change of instructions to be received by the Tenderer would be further communicated verbally the telephone, or in writing.
8. Liquidated Damages
 - 8.1. If the Tenderer fails to complete the work by the stipulated by the Superintending Officer, or in the Work Order, or as stated in the tender specifications, the rates specified below may be imposed as agreed liquidated damages per final and/or complete order for everyday the work remains incomplete. Such liquidated sums may be deducted from payments due to the Tenderer or security deposit retained by the Club.



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Value of Works	Liquidated Damages per final and/or complete order for every day the work remains incomplete (including Sundays and Public Holidays)
200% of final and /or complete order charges	

9. Superintending Officer's Instruction

- 9.1. The Superintending Officer shall issue oral or written instructions which the Tenderer shall forthwith carry out. Any oral instruction shall be confirmed in writing by the Superintending Officer.
- 9.2. Failure of the Tenderer to comply with the instructions within the time as specifically given in the instructions will give the Superintending Officer the right to appoint others to rectify or complete the works at the cost of the Tenderer without vitiating and invalidating the contract in any way and/or relieving the Tenderer of his responsibility and guarantee.

10. Variation

- 10.1. The Superintending Officer may, without vitiating or invalidating the Contract, order the Tenderer to add, omit or change work of any kind necessary. The value of all such variations shall be mutually agreed before commencement of work.
- 10.2. No work shall be done until a variation order or authorization in writing is received from the Superintending Officer.

11. Right to Order and Execute Specialized Work from Other Tenderers

- 11.1. The Club reserves the right to commission works or services which in its opinion are deemed to be of a specialized nature, through any other Tenderers specialized in this nature of work. Tenderers so nominated will be issued with Work Orders directly by the Club and will execute these works under the Superintending Officer's instructions and supervision.

12. Determination of Contract

- 12.1. If the Tenderer shall make default in any one or more of the following respects, that is to say:
- (a) If he/she without reasonable cause wholly suspends the carrying out of the works before completion thereof, or
 - (b) If he/she fails to proceed regularly and diligently works, or
 - (c) If he/she refuses or persistently neglects to comply with the written
 - (d) instructions from the Superintending Officer to remove defective work or improper material(s), or
 - (e) If he/she is in breach of any of the terms and/or conditions of the Contract, the Club may, without any prejudice to any other rights or remedies



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thereupon, by notice sent either through digital means or by registered post, determine the employment of the Tenderer under this Contract, provided that notice in pursuance of this Clause shall not be given unreasonably.

12.2. In the event of the Tenderer becoming bankrupt or making a composition or arrangement with his/her creditors or having a winding up order or (except for purposes of reconstruction) a resolution for voluntary winding up passed or receiver or manager of his/her business or undertaking duly appointed, or possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in or subject to the floating charge, the employment of the Tenderer under this Contract shall be forthwith automatically determined but the said employment may be reinstated and continued if the Club and the Tenderer, his/her trustee in bankruptcy liquidator receiver or manager as the case may be shall so agree.

13. Insurance

13.1. Before the commencement of the works, the Tenderer shall, at his/her own expense, insure against all loss or damages from whatever cause for which he/she is responsible under the terms and conditions of the contract. Such insurance shall be affected with an insurance company approved by the Club and shall be maintained throughout the duration of the contract. All insurance policies (including receipts) so taken up shall be deposited with the Superintending Officer.

14. Damage to Persons and Property

14.1. Injury to Persons – The Tenderer shall be liable for and indemnify the Club against any liability loss, claim or proceeding, whatsoever, arising by virtue of any statute or at any common law, in respect of personal injury to, or death of any person whomsoever, arising out of, or in the course of, or caused by the execution of the work in this contract.

14.2. Injury to Property - The Tenderer shall be liable for and shall indemnify the Club against any liability loss, claim or proceeding in respect of any injury or damage whatsoever to any property, real or personal arising out of, or in the course of, or any reasons of the execution of the work in this contract.

15. Failure to Insure

15.1. If the Tenderer shall fail to effect and keep in force the insurance policies referred to, the Club shall have the right to effect and keep in force any insurance and recover the amount so paid by the Club from the Tenderer by way of deductions from any money or monies due to the Tenderer.

16. Notices

16.1. Notices shall be deemed to have been served upon the Tenderer if sent by registered post or digitally to the addresses stated in the contract unless otherwise notified in writing.



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17. Payment

17.1. Payment shall be made on completion and upon receipt of an Invoice, in duplicate from the Tenderer, and subject to the work being satisfactorily performed and certified by the Superintending Officer.

(a) For deposit, please refer to Annex B.

18. Labour Legislation

18.1. The Tenderer shall observe and comply with all regulations relating to the labour laws and the Industrial Relations Act, now and thereafter in force and shall pay all fees, charges etc., connected with the compliance of the same.

19. Disputes Resolution

19.1. Mediation

(a) Notwithstanding anything in this Agreement, in the event of any dispute, claim, question or disagreement arising out of or relating to this Agreement, or the breach thereof no party shall proceed to litigation or any other form of dispute resolution UNLESS the parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of Singapore Mediation Centre.

(b) A party who receives a notice from the other party shall consent and participate in the mediation process in accordance with the rules.

(c) Failure to comply with the rule shall be deemed to be a breach of contract.

19.2. Arbitration

Should any dispute or difference arise between the Club and the Tenderer concerning the construction of the contract or any matter contained thereunder, or to the rights and liabilities of both parties under this contract, then either party shall give to the other notice in writing of such dispute or difference and such dispute shall be referred to the arbitration and final decision of a person nominated and appointed by Agreement between the Club and the Tenderer. This clause shall be deemed to be a submission to arbitration, within the meaning of the Arbitration Act (Chap. 16) or any statutory modification or re-enactment thereof for the time being in force.

20. Other Vendors

20.1. The Club reserves the right to employ or otherwise engage any person or persons to carry out on-site, work which does not form any part of the works, whether or not information with respect to such work is provided in the Contract. Every person so employed shall be deemed to be a person for whom the Club is responsible and not to be a sub-Tenderer. The Tenderer shall permit the execution of any work by any such person employed or engaged by the Club. For the avoidance of doubt, any properly authorized authority or statutory boards who may be employed in the execution on or near the Site of any work not in the Contract shall not be regarded as Tenderers of the Club and shall not be deemed to be a person for whom the Club is responsible.



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21. Stamp Duty/Contract Agreement

21.1. The Tenderer shall bear all costs for stamp duty and contract agreement.



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PART C

EVALUATION CRITERIA

1. Evaluation will be based on the ability of the tenderer to meet the specifications outlined in Annex A and Annex B.
2. In addition, other factors including pricing, financial solvency, prior experience and delivery requirements will also be taken into consideration.



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PART D

FORM OF TENDER

Tender for the Provision of Optimist and ILCA Dinghies

Tender Reference: SAFYC/SEASPORTS/08-2023

To: SAF YACHT CLUB
43 Admiralty Road West, Singapore 759962

Dear Tenderer

Having examined the Tender Documents comprising:

- a. Conditions of Tender
- b. Conditions of Contract
- c. Evaluation Criteria

for the execution of the above-named Works, we, the undersigned, offer to execute and complete (to the extent provided for in the Contract) the Works therein in conformity with the Conditions of Tender, Conditions of Contract, Requirement Specifications and Drawings for the Sum of:

S\$ _____ (in figures before GST)

We undertake if our tender is accepted to commence the Works on the date and dates specified in the Authority's Letter of Acceptance and if there is no such date then as soon as is reasonably possible after the receipt of an order to that effect from the Authority and to complete the whole of the Works comprised within the Contract Period of **24 months**.

In consideration of your considering this Tender, we agreed to abide by this Tender for the period of **24 months** from the closing date of this Tender, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree that as and when requested by the Authority, we shall extend the validity of this offer for one or more periods not exceeding in total 48 calendar months.

Unless and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest of any tender you may receive.

Our Tender is fully consistent with and does not contradict or derogate from anything in the Conditions of Tender and Conditions of Contract or downgrade anything in your Requirement Specifications. You are entitled to reject our Tender if it is inconsistent with or contradict or derogate from anything in the Conditions of Tender and Conditions of Contract or downgrade anything in your Requirement Specifications. We understand that any change to the wordings to this Form may render the Tender liable to **DISQUALIFICATION**.

<p>_____ Signature of Tenderer</p> <p>_____ Name & Designation of Tenderer duly authorized to sign tender for and on behalf of the company</p> <p>Contact No.: _____</p>	<p>_____ Name of Company</p> <p>_____ Service Address, Tel & Fax No. of Company</p> <p>Date: _____</p>
<p>_____ Signature of Witness</p> <p>_____ Name & Designation of Witness</p>	<p>_____ Address of Witness</p> <p>Date: _____</p>



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**Delete where applicable*

PART E

PARTICULARS OF FIRM

NOTES:

All forms must be fully completed (additional sheets may be used, if necessary) and to be endorsed by the Signature of the Tenderer and accompanied by the Company's official stamp.

1. REGISTRATION

Name of Firm : _____
(Register of Company/Business Names)

Address : _____

Telephone No : _____

Registration No : _____

Type of Company : Public/Private Limited/Partnership/Sole Proprietorship*

2. OWNERSHIP STATUS OF TENDERER

In Pursuant of the Conditions of Tendering on Tender Information, the Tenderer shall provide full information on:

(a) name and address of any person, company or corporation which owns, whether directly or indirectly, at least 50% of the total number of shares in the Tenderer;

(b) the number, percentage and class of shares held by such person/s, company or corporation.

Name of Shareholder/Company	Address



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**Delete where applicable*

3. PAID UP CAPITAL/CAPITAL SET ASIDE/SUPPLEMENTARY INFORMATION

For this purpose, the interested Tenderer shall complete the accompanying table on "Brief Details of Financial Position".

In addition, copies of the following shall be submitted:

- (a) Brief particulars of the firm from the Registry of Companies and Businesses' Instant Information Services.
- (b) Certificate of Incorporation of Private Company.
- (c) Audited Financial Reports for the last three (3) years. This report should include The Directors Report, Balance sheet, Profit and Loss Account, Trading Account, Sources and Application of Funds and Notes to Accounts.

BRIEF DETAILS OF FINANCIAL POSITION

S/N	Financial Date	Year		
		2020	2021	2022
1.	Gross profit.			
2.	Net profit after tax.			
3.	Gross sales/turnover			

**Delete where applicable*



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4. NAME OF FIRM'S BANKER/S AND ADDRESS:

Name of Firm's Bankers	Address

Bank & Account Number: _____

5. ADDITIONAL INFORMATION REQUIRED FROM OVERSEAS APPLICANTS

(a) Local Representative

Name : _____

Address : _____

Telephone No : _____

(b) Intention to establish a local office in Republic of Singapore: Yes/No*

(c) Name of Local Banker

Name : _____

Address : _____

Telephone No : _____

**Delete where applicable*



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6. PERSON/S EMPOWERED TO ACT ON BEHALF OF FIRM

Name	NRIC/Passport No. (last 4 digit)	Designation	Specimen Signature

7. DETAILS OF RECENT SIMILAR CONTRACT/S CARRIED OUT BY FIRM (LAST 3 YEARS)

Description of Job	Commencement Date	Completion Date	Value of Contract	Name of Client

**Delete where applicable*

8. ANY OTHER INFORMATION:



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9. DECLARATION

I/We* declare that the above statements are correct and you are authorized to make all investigations which you deemed necessary.

Name of Proprietor
Managing Director / General Manager

Signature

NRIC/Passport No: _____
(Last 4 digit)

Date: _____

Company Stamp

**Delete where applicable*



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ANNEX A

PRICE FORMAT

Note to Tenderer: In addition to submitting an offer for the articles stipulated, the Tenderer is also encouraged to submit price breaks (for individual items) for the Club's consideration

S/N	Description/Item	Quantity	Unit Price	Total Price	Delivery date
1.					

I also confirm that:

1. This quotation complies with all of the Club's requirements in Annex B, unless the Tenderer has qualified otherwise.
2. Prices quoted are to be in Singapore Dollars or US Dollars
3. Prices quoted are exclusive of Goods and Services (GST) of 8%.
4. Delivery/freight charges and/or any applicable taxes shall also be quoted.

For enquiries or clarification, please contact Jason Swee at jasonsw@safyc.org.sg or mobile/whatsapp at +65 9030 0433 or WeChat at sweejason



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ANNEX B

Scope of Requirement

Objectives

1. The Club requires the supply of Optimist and ILCA dinghies, for SAF Yacht Club 43 Admiralty Road West, Singapore 759962 and/or the Club's satellite training site.
2. The quotation should indicate the below list of items/works/services to be completed and/or delivered.
3. The broad timeline is as follows:
 - a. Tender from **24 August 2023, 0900hrs (GMT +8)**
 - b. Tender closing on **12 September 2023, 1800hrs (GMT +8)**
 - c. Tender evaluation and award by **October 2023**
 - d. Delivery from **November 2023** onwards

Scope of Work

To be able to supply the quantity of dinghies listed below by the stipulated time above.

Specification

The specification are as follows: (interest parties that are unable to provide for certain items should indicate "N.A." under Annex A).

- a. Please provide quotations in Annex A based on the list below

Description/Item	Quantity
Optimist Boat	30
- Racing hull	
- Racing Spars	
- Racing Foils	
- Racing mainsheet system with blocks	
- Measurement certificate	
Optimist Trolley	30
Optimist Boat Cover	30
ILCA 4 Standard Boat	10
- Aluminium mast	
- Book	
- Mainsheet system with blocks	
- Tuning Pack	
- Hull Plaque (class legal)	
ILCA 4 Trolley	10
ILCA 4 boat cover	10
Optional: Optimist Racing Sail	5
Optional: Optimist Training Sail	5



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Optional: ILCA 4 Racing Sail	5
Optional: ILCA 4 Training Sail	10
Shipping/Freight cost to Singapore	1x 40ft container (where required)

Licence

The Tenderer shall be the approved builder/supplier of the Optimist and ILCA class associations.

Notes

1. Tenderer's bidding will be based on the complete submission of the Tender Document, and shall be evaluated based on the compliance to requirement specifications as specified in Annex B.
2. Prices quoted are to be in Singapore Dollars or US Dollars
3. Prices quoted shall be exclusive of GST
4. All costs associated with the deliverables shall be included and specified
5. No extra costs are to be incurred by the Club in addition to the quoted price
6. A deposit of 50% shall be made to the awarded Tenderer for the commencement of production
7. The Club shall make payment of the remaining 50% within 30 days upon complete completion of service and receipt of the invoice upon completion of services