



**EMBASSY OF ITALY IN SINGAPORE**

**INVITATION TO TENDER**

**PROPOSED REINSTATEMENT WORK FOR THE EXISTING  
EMBASSY OF ITALY IN SINGAPORE**

**At**

**United Square Office Tower  
101 Thomson Rd  
#27-2, Singapore 307591**

**EMPLOYER: EMBASSY OF ITALY IN SINGAPORE  
July 2022**

<u>CONTENTS</u>	<u>PAGES</u>
TENDER NOTICE	3
COVER LETTER	4
<u>SECTION A: INSTRUCTIONS TO TENDERERS</u>	5-10
<u>SECTION B: WORK SPECIFICATION</u>	11-15
<u>SECTION C: CONDITIONS OF CONTRACT</u>	16-23
<u>Annex A – Payment Schedule</u>	24
<b>Schedule of Persons Empowered to</b>	
<b>Act GST Status</b>	
<b>List of Relevant Track Record in The Last 5 Years</b>	
<b>Form of Tender</b>	
<b>Price Breakdown</b>	
<b>SECTION 3</b>	
Annex A1 -Layouts & Landlord Specification	

**Tender Notice**

Publication Date: 26<sup>th</sup> July 2022

Description: **PROPOSED REINSTATEMENT WORK FOR THE EXISTING EMBASSY OF ITALY IN SINGAPORE**  
**At**  
**United Square Office Tower**  
**101 Thomson Rd**  
**#27-2, Singapore 307591**

Closing Date and Time: 3<sup>rd</sup> August 2022 at 1600 hrs

Offer Validity Duration: 6 calendar months

Tender Submission Address: **EMBASSY OF ITALY IN SINGAPORE**      **EMBASSY OF ITALY IN SINGAPORE**  
**United Square Office Tower**      **Republic Plaza Level 33**  
**101 Thomson Rd**      **9 Raffles Place**  
**#27-2, Singapore 307591**      **048619 Singapore**  
**Attention: Mario Andrea Vattani**      **Attention: Mario Andrea Vattani**  
**(from 27-7 to 29-7)**      **(from 01-08 to 03-08)**

Publication of Tender Documents: The tender documents will be made available from  
**26<sup>th</sup> July 2022** via email invitation through [filippo@bdstudiodesign.com](mailto:filippo@bdstudiodesign.com)

Contact Person: Filippo Bertoni  
Tel:83793615  
filippo@bdstudiodesign.com

26<sup>th</sup> July 2022

To Tenderer,

Dear Sir / Mdm,

**RE: PROPOSED REINSTATEMENT WORK FOR THE EXISTING EMBASSY OF ITALY IN SINGAPORE ,  
At 101 Thomson Rd, #27-2, Singapore 307591 (UNITED SQUARE OFFICE TOWER)**

1. EMBASSY OF ITALY IN SINGAPORE invites Tender Offers for the goods and/or services described in detail in the Requirement Specifications and on the terms set out in the Tender Documents as a whole.
2. This Invitation to Tender comprises of the following Tender Documents:  
This Covering Letter  
Section A Instructions to Tenderer  
Section B Scope of Work  
Section C Conditions of Contract
3. Refer to the Instructions to Tenderers and the Prescribed Forms for the mode(s) of submission for Tender Offers and the forms to be used Italian Embassy Singapore, (by Hand)  
United Square Office Tower, 101 Thomson Rd, #27-2, Singapore 307591, (from 27-7 to 29-7)  
and Republic Plaza Level 33 9 Raffles Place 048619 Singapore (from 01-08 to 03-08)  
Attention: Mario Vattani.  
Closing Date & time, which is at **1600hrs, 3<sup>rd</sup> August 2022.**  
  
The tender documents will be made available from, **26<sup>th</sup> July 2022** via email invitation through [filippo@bdstudiodesign.com](mailto:filippo@bdstudiodesign.com)
4. The Tender Offer will be evaluated based on the Lower Price.
5. Opening tender of envelope A to be opened on the 4<sup>th</sup> August at 11.00 am @ the Embassy of Italy in Singapore
6. Opening tender of envelope B to be notified via email to the tendered after verification of administrative document in envelope A
7. The Estimated tender cost is 350,000 SGD (three hundred fifty thousand dollar), GST excluded
8. Tenderers who wish to seek clarifications on the Tender shall submit their written request no later than 3 working days prior to the close of the Tender to [filippo@bdstudiodesign.com](mailto:filippo@bdstudiodesign.com)

Yours faithfully,

Mario Vattani

RUP

  
The Ambassador  
Mario Andrea Vattani



## **SECTION A: INSTRUCTIONS TO TENDERERS**

### **1. Definitions**

- 1.1 Throughout this Invitation to Tender and any resultant Contract (defined in the Conditions of Contract), unless the context otherwise requires, the following definitions shall apply:
- I. **"EOIS"** means **EMBASSY OF ITALY IN SINGAPORE**
  - II. **"Closing Date"** means the time and the date referred to in the Covering Letter, which is the deadline for submission of Tender Offers.
  - III. **"Invitation to Tender"** means the invitation to participate in this Tender and comprises all the Tender Documents referred to in the Covering Letter.
  - IV. **"Tender Offers"** mean the submissions made by Tenderers in response to the Invitation to Tender.
  - V. **"Tender Price"** means the total price stated in the Form of Tender for the provision of goods and/or services required under this Invitation to Tender.
  - VI. **"Tenderers"** mean the persons invited to submit Tender Offers to provide the goods and/or services required under this Invitation to Tender.
  - VII. **"Authorities or Authority"** means the Singapore Government Authority.
  - VIII. All other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

### **2. Eligibility**

- 2.1 Tenderers can participate in this Tender only if comply to the requirement in Section 3
- 2.2 Tenderers who do not meet any critical criteria under the Evaluation Criteria are liable to be disqualified at EOIS's discretion.

### 3. Submission of Tender Offers

3.1 Tenderers shall submit their Tender Offers by the Closing Date in accordance with the following mode(s) of submission.

The Sealed Envelope with Tender offers has to have the following text:

**“DO NOT OPEN: tender for PROPOSED REINSTATEMENT WORK FOR THE EXISTING EMBASSY OF ITALY IN SINGAPORE At United Square Office Tower 101 Thomson Rd #27-2, Singapore 307591.**

Every Sealed Envelope contain 2 Taped Sealed envelopes inside with the object of the tender and the respectively Letter A (administrative document) & B (tender offer).

#### **Envelope A: Administrative Document**

**The following documents/information shall be inside envelope A.**

1. Section 3 (Eligibility to participate to the tender)
2. Company ACRA
3. BCA Listed (Company Grading)
4. GST Status
5. List of Relevant Track Record in the Last 5 years
6. Schedule of Persons Empowered to Act

#### **Envelope B: Tender Offer**

**The following documents/information shall be inside envelope B.**

1. Tender Offer with price Breakdown / Schedule of rates including detailed cost breakdown with quantities

3.2 Tenderers may submit other documents/information apart from those specifically listed under Sub-Clause 3.1 in support of Tender Offers.

3.4 Fees to be included in the tender price:

- a. Professional Engineer (PE) or Qualified Person (QP), and Architect or Interior Designer (ID) shall be included in the tender price. (if Any)
- b. Approval submission to any government agencies/authority shall be included in the tender price (if any)

3.4 Tender Offers submitted after the Closing Date shall be disqualified.

**4. Language**

- 4.1 Tender Offers and all supporting technical data and all documentation submitted as part of the Tender Offer must be written or properly translated into the English language.

**5. Compliance with Instructions and Forms**

- 5.1 Tender Offers are to be submitted according to the instructions contained in and using any forms prescribed in the Invitation to Tender.
- 5.2 Any Tender Offers which are not in accordance with the instructions, vary any of the prescribed forms, are liable to be disqualified at EOIS 's discretion.

**6. Price**

- 6.1 The final award price is fixed and cannot be renegotiated.
- 6.2 If during the execution of the contract an increase cost is needed for a total not above the fifth of the overall amount, EOIS can ask the Vendor to carry the work at the same condition as this contract. IN this case the Vendor can't use the right of termination of the contract
- 6.3 The vendor cannot require form EOIS any additional payment not stated in the tender award letter. With the payment of the contract award amount, the vendor is satisfied.

**7. Validity Period**

- 7.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period of 6 months with option to extend 3 additional months upon request.

**8. Acceptance of Tender Offers**

- 8.1 EOIS shall be under no obligation to accept the lowest or any Tender Offer by the Tenderer.

8.2 The issuance by EOIS of a Letter of Acceptance and/or Purchase Order accepting a Tender shall create a binding contract for the provision of the goods and/or services required under this Invitation to Tender and to the extent accepted in the Letter of Acceptance and/or Purchase Order. The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract).

8.3 The Letter of Acceptance and/or Purchase Order may be issued to the successful Tenderer(s):

- (a) By post to the address of the successful Tenderer(s) as set out in the Tender Offer
- (b) By hand to the address of the successful Tenderer(s) as set out in the Tender Offer.

8.4 EOIS may require the successful Tenderer(s) to sign a written agreement

8.5 The said Tenderer shall within the time stated in the Letter of Acceptance submit the Security Deposit (if required and stated in the Tender), Work Injury Compensation, Public Liabilities and Third-Party Risk insurance etc and execute the Form of Agreement.

**9. Alteration, Erasures and Illegibility**

9.1 Except for amendments to entries made by the Tenderer which are initialled by the Tenderer, Tender Offers bearing any other alterations or erasures and Tender Offers in which prices are not legibly stated are liable to disqualification at EOIS's discretion.

**10. Expense**

10.1 No expense incurred by Tenderers in the preparation of Tender Offers shall be borne by EOIS.

**11. Tender Price and Goods and Services Tax**

11.1 Tenderers must satisfy themselves before submitting any Tender Offers as to the correctness and sufficiency of their Tender Price for the execution and complete provision of all goods and/or services required under this Invitation to Tender. In this regard, Tenderers shall:

- (a) Notify EOIS in writing of any ambiguity, inconsistency or omission in or between any of the Tender Documents; and
- (b) Seek clarification on the same from EOIS by the stipulated period as indicated in the Covering Letter.

11.2 The Tender Price set out in the Tender Offer shall be deemed to have included the delivery of all goods and/or the performance of all services to meet the Requirement Specifications in full. This is so regardless of whether such goods and/or services have actually been listed or priced in any breakdown of the Tender Price or in any other part of the Tender Offer. The price of anything not specifically listed or priced shall be deemed to have been included in the offer price(s) actually set out in the Tender Offer.

11.3 The Tender Price and all breakdowns of the same proposed in Tender Offers must exclude any Goods and Services Tax (“GST”) chargeable for the supply of goods and/or services required under this Invitation to Tender.

## **12. Confidentiality**

12.1 Except with the consent in writing of EOIS, Tenderers shall not disclose to any third parties, this Invitation to Tender, the provisions of the Tender Documents, and any information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of EOIS.

## **13. Applicable Law**

13.1 All Tender Offers submitted pursuant to this Invitation to Tender and the formation of any resulting contracts shall be governed by the laws of the Republic of Singapore.

## **14. Amendment to Invitation to Tender**

14.1 EOIS reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Tender at any time prior to the Closing Date.

14.2 No oral representation shall be:

- (a) Accepted or construed as amending or being supplementary to the terms of the Invitation to Tender, or
- (b) Binding on EOIS

## SECTION B: WORK SPECIFICATION

### 1. Scope of Work

1.1 The scope of works comprises the following:

Item 1:	<u>Preliminaries</u> <ul style="list-style-type: none"><li>- Vendor to carry out a detailed site study of the space, including field measurement/analysis of the existing layout including M&amp;E, aircon, plumbing sanitary, carpentry, etc.</li><li>- Vendor shall ensure compliance to all government agencies/authorities' requirements including Singapore Fire Safety Regulations.</li><li>- Vendor to ensure provision of insurances, site management and site protection throughout the contract period.</li></ul>
Item 2:	<u>Design Development</u> <ul style="list-style-type: none"><li>- Provide overall project timeline.</li><li>- Revise architectural and layout design if required</li><li>- Specify the sample of materials used and/or technical details of each item.</li><li>- Preparation of design details drawings including carpentry, builder works, M&amp;E, etc and to get EOIS and other authorities' approval</li><li>- Vendor is to provide the services of certify the as-built drawings by Professional Engineers, Qualified Person or Architect and submission to EOIS and other authorities for approval.</li><li>- The designers are to liaise closely with the building and fabrication team throughout the entire contract period.</li></ul>
Item 3:	<u>Building and Fabrication</u> <ul style="list-style-type: none"><li>- To supply materials and manpower for the construction works including building, carpentry works, M&amp;E, aircon, plumbing sanitary, etc. Refer to work details.</li></ul>

Item 4:

Project Management

- To plan, monitor and manage the overall project timeline/schedule.
- The Contractor is to provide project management, carrying out testing and commissioning (T&C) to ensure the installation meet the requirement specifications in the tender document and approved design drawings.
- Periodic site inspection and attend to site queries from EOIS representatives
- To compile and submit all the relevant T&C reports endorsed by consultants after completion of work.
- Vendor shall be responsible for all installation and adjustment works and shall manage all Construction Works, which include but not limited to the following:
  - a. Supervise the fabrication and installation of works to ensure that the works are carried out in accordance with the drawings and specification of the respective works contracts.
  - b. Provide full time staff to oversee and supervise the works to ensure that the works and carried out in accordance with the drawings and specifications of the respective works contracts.
  - c. Conduct and chair regular meetings
  - d. The Contractor's consultant should evaluate variation claims and advice EOIS accordingly on the validity of the claims.

Item	Description	Qty	Unit
<b>A</b>	<b>General Construction</b>		
<b>1.0</b>	<b>Partition &amp; Associated Works</b>		
1.1	<u>Demolition Works</u>		
a	Dismantle/Demolish/Dispose all existing partitions, doors/frame, glass panels, plaster ceiling, joinery, wall and floor finishes c/w ENV disposal fees	1	sum
b	Dismantle/Demolish/Dispose all existing 'Celcon' block wall c/w ENV disposal fees	1	sum
1.2	<u>Wall Partition Works</u>		
a	Supply and install 100mm thk Drywall partition comprising of 12mm thick double gypsum board both side c/w 80kg/m3 infill rockwool insulation from FFL to FCL including anti-intruder netting above ceiling with frame & brackets * Common Corridor & Inter-tenancy Wall	1	sum
1.3	<u>Glazed Partition</u>		
a	NIL	0	m2
1.4	<u>Doors</u>		
a	Supply and install new glass door W1200mm x H2130mm with W60mm hairline stainless steel door frame, 'Dorma' lockset, L300mm stainless steel 'Chrome' finished door handle with fixed glass panel	3	set
Sub-Total For Partition & Associated Works			
<b>2.0</b>	<b>Floor Finish</b>		
2.1	Supply and make good good existing cement screed floor to original condition	1	sum
Sub-Total For Floor Finishes :			
<b>3.0</b>	<b>Ceiling Finishes</b>		
3.1	Supply and install 600mm x 1200mm grid ceiling c/w necessary accessories and ceiling boards	1	sum
3.2	Supply and replace existing ceiling mild steel panel	1	sum
Sub-Total For Ceiling Finishes :			
<b>4.0</b>	<b>Wall Finishes</b>		
4.1	Supply and install H100mm timber skirting to the new common corridor partition	1	sum
4.2	Supply & apply 1 coat of sealer and 2 finishing coats of emulsion paint to internal walls	1	sum

Item	Description	Qty	Unit
<b>5.0</b>	<b>Joinery Works</b> (All cabinet in laminate finished externally unless otherwise stated)		
	<b>Reception Area:</b>		
5.1	NIL	0	set
	Sub-Total of Section A 6.0 :		
<b>6.0</b>	<b>Other Work Related</b>		
6.1	Supply and replace damaged vertical blind to match existing	1	sum
6.2	Make good/replace the damaged/scratch perimeter window laminate ledge	1	sum
	Sub-Total of Section A 7.0 :		
<b>7.0</b>	<b>White Goods (Pantry Equipment &amp; Appliances)</b>		
7.1	NIL	0	set
<b>C</b>	<b>Mechanical &amp; Electrical ( M&amp;E ) Works</b>		
<b>C-1</b>	<b>Electrical Works</b>		
<b>1.1</b>	<b>Electrical Installation</b>		
a	Supply and replace missing 2' x 4' K12 light diffuser lighting compliance to original condition c/w necessary wiring	55	set
b	Supply and replace missing 2' x 2' circular tubed lighting compliance to original condition c/w necessary wiring	5	set
c	Relocate and rewiring of existing light fittings to its original location	81	set
d	Reinstatement of PA system to original condition	1	sum
e	Supply and install 40A single phase DB c/w necessary cabling & accessories	7	nos
f	Engage LEW for attendance, provide single line diagram with LEW endorsement	1	sum
g	Testing commission for electrical system	1	sum
h	Endorsed Submission & As-built drawings	1	sum
	<b>Sub-Total of Electrical Works :</b>		
<b>C-2</b>	<b>Air Conditioning Works</b>		
2.1	Reinstatement of ACMV system to original condition	1	sum
2.2	Supply and install 'Z' shaped transfer air duct to new constructed inter-tenancy partition and common corridor partition	5	nos
2.3	Engage Building's contractor to re-balance the entire A/C supply air distribution c/w service report	1	sum
2.4	Endorsed Submission & As-built drawings	1	sum

**C-3 Fire Protection System (Works By Building's Vendor)**

3.1	Reinstatement of fire protection system to original condition and compliance to FSSD	1	sum
3.2	Endorsed Submission & As-built drawings	1	sum

**Sub-Total of Fire Protection Works :**

**C-4 Plumbing & Sanitary Works**

4.1	Dismantle and reinstate water & discharge pipings to original condition	1	sum
4.2	Endorsed Submission & As-built drawings	1	sum

**5.0 IT Cabling**

**5.1 Cat 6 UTP Solutions for Horizontal Cabling**

a	NIL	0	nos
---	-----	---	-----

**5.2 Voice Incoming Cabling from TAS Riser**

a	Remove and dispose all telecommunication wires and fibre-optic from Building's TAS/MDF room	1	sum
---	---	---	-----

**5.3 Professional Services**

a	NIL	0	nos
---	-----	---	-----

**5.4 Server Rack**

a	NIL	0	nos
---	-----	---	-----

**Sub-Total of IT Works C-5.0:**

**6.0 AV**

6.1	NIL	0	sum
-----	-----	---	-----

**Sub-Total of AV Works C-6.0:**

**7.0 Security**

7.1	Remove antenna on the roof top and all the relative cables	1	set
-----	--	---	-----

**D Preliminaries & Fees**

**1.0 Preliminaries**

a	Provision of Contractor's All Risk Insurance, Workmen Compensation & Public Liability	1	sum
b	Site Protection for delivery corridor and loading/unloading area floor & wall	1	sum
c	Site daily cleaning/disposal during construction and final cleaning upon completion	1	sum

Construction, Material and Other Works

Refer to proposed drawing for more construction details, material specification, design, Etc.

In addition to the above scope of work, Vendors are to take note of any other additional work that required. Vendors are deemed to include the additional scope of work and estimated timeline as part of the tender price.

- 1.1 The fees for engaging PE, QP or Architect for submission for approval to any government agencies such as URA, National Heritage Board, Building Construction Authority, SCDF and to any government agencies/authority if any.
- 1.2 Vendors to provide PSB approved and aligned with the Singapore Standard Code of Practice for electrical circuit breakers, switches, cables, false wall/ceiling, doors and, etc.
- 1.3 Vendors shall provide appropriate insurance policies that will cover them while working. To provide the following insurance and documents to EOIS within 10 days after signing the acceptance letter.

## **2 Works Requirement**

- 2.1 Vendor to shifts any furniture and other fixtures where necessary. Vendors shall bear all responsibilities to replace and make good any furniture, building fixture, walls and floor that have been damaged or disfigured due to the negligence of The Contractor.
- 2.2 The contract period will commence on the date of Acceptance and/or receiving of Purchase Order. The default end date is the date on which we have the complete performance of all Services and the complete supply of all Goods required (including any maintenance or warranty period).
- 2.3 The Tenderer must provide a (12) months warranty for the Goods

## **SECTION C: CONDITIONS OF CONTRACT**

### **1 SCOPE OF CONTRACT AND CONTRACT PERIOD**

- 1.1 Vendors shall perform the Services and complete the supply of all items of Goods in accordance with the terms of this Contract.
- 1.2 Vendors shall be an independent contractor and shall not be an agent, partner or employee of EOIS. For the avoidance of doubt, Vendors is not authorised to enter into any contracts on behalf of EOIS.
- 1.3 This Contract:
- (a) Shall come into force and commence on the date Vendors received the Letter of Acceptance and/or Purchase Order; provided that the Goods and Services may be required from or on other dates as may otherwise be set out in the Requirement Specifications or in the Letter of Acceptance and/or Purchase Order; and
  - (b) Shall, unless terminated, expire after the complete performance of all Services and the complete supply of all Goods required (including any maintenance or warranty period) or at the end of any contract period expressly stated in the Requirement Specifications.
  - (c) May be extended by EOIS. Vendors grants EOIS the option, at EOIS's sole discretion, to extend the contract period for one or more additional periods not exceeding a total of **1 month**. The option to extend shall be exercised by written notice. Unless otherwise agreed in writing, the option to extend must be exercised **at least 1 month** before the expiry of the current contract period.
  - (d) The whole project to be completed in **6 weeks**
  - (e) Working Hours: to Follow landlord (United Square UOL) in-house rules
- 1.4 Vendors shall do all things which are necessary or reasonably to be inferred from the Contract even if not specifically set out in the Contract.

### **2 PERFORMANCE**

- 2.1 Vendors shall provide the Goods and Services with all reasonable care, skill and diligence.
- 2.2 All Goods supplied under this Contract shall be new and unused or made of new and unused materials; unless there is agreement in writing to the contrary.
- 2.3 Time shall be of the essence in this Contract and Vendors shall perform the Services and supply the Goods within any timelines/deadlines set out in this Contract or as otherwise agreed in writing between the Parties.
- 2.4 Vendors shall work closely and collaboratively, at no extra charge, with such other Vendors as EOIS may appoint in relation to the exhibition, event, activity or project that this Contract relates to.

- 2.5 Upon the receipt of any Deliverables or Goods, such Deliverables or Goods shall be:
- (a) Accepted or rejected by EOIS through a written notice in a form that may be prescribed by EOIS in writing; or
  - (b) Deemed to have been accepted by EOIS if no written notice to either accept or reject the same is issued within 14 days of receipt of the Deliverables or Goods concerned.
- 3.6 Vendors shall at its own costs and without prejudice to the timelines/deadlines to be met under this Contract:
- (a) Re-perform or correct any deficiencies in the Deliverables that are rejected; and
  - (b) Remove and replace Goods that are damaged, defective or in any way inferior to approved samples or is otherwise not in accordance with this Contract.
- 3.7 Where the Contract is awarded based on particular brand(s)/model(s) of Goods as set out in the Tender Offer or as provided as samples (during the Tender process or under this Contract), the particular brand(s)/model(s) must be supplied. Provided that different brand(s)/model(s) may be accepted by EOIS in writing to replace the particular brand(s)/model(s) if:
- (a) the particular brand(s)/model(s) is discontinued by the manufacturer and written documentation of this is provided to EOIS's satisfaction; and
  - (b) The replacement brand(s)/model(s) provide the same or better functionality and performance as the particular brand(s)/model(s).
- 3.8 Vendors shall not sub-contract or assign the whole or any part of this Contract. Vendors shall be fully responsible for all acts or omissions of any sub- Vendors or assignees and the acts or omissions of any such third parties shall be deemed to be the acts or omissions of Vendors.

#### **4 INSURANCE AND INDEMNITY**

- 4.1 The Contractor shall at all times during the TERM keep current an adequate public risk insurance policy in respect of the PREMISES (which policy shall include a provision for waiver of subrogation against EOIS and a provision to the effect that the liability of the insurer to pay under such policy should not be vitiated by the act, default, omission or negligence of any party to such policy) for an amount not less than SINGAPORE DOLLARS TWO MILLION (S\$2,000,000.00) in respect of any one occurrence.
- 4.3 The Contractor shall also take out an insurance policy to cover all risks, including risk against damage or loss caused by fire or theft, with regard to the furniture, fittings, goods or other property of The Contractor in the PREMISES.
- (i) Public liability
  - (ii) Workman compensation
  - (iii) Damaged in property and etc
- 4.4 The Contractor shall indemnify and keep indemnified EOIS from and against:
- (i) All claims demands writs summonses actions suits proceedings judgments orders decrees damages costs losses and expenses of any nature whatsoever which may be instituted against, made or served on, suffered or incurred by EOIS as a result of The Contractor's breach of or non-compliance with the covenants or obligations herein contained or in connection with loss of life, personal injury and/or damage to property arising from or out of any act, omission or occurrence in, upon or at the PREMISES and/or the BUILDING or the use of the PREMISES and/or the BUILDING or any part thereof by The Contractor or by any of The Contractor's servants, employees, agents, invitees, licensees and/or contractors; and
  - (ii) All losses and damages to the PREMISES, to the adjoining premises, neighbouring premises, to the COMMON AREA and the BUILDING and to all installations fittings fixtures and property therein caused by the acts or omissions on the part of The Contractor or The Contractor's servants, employees, agents, invitees, licensees and/or contractors and in particular but without limiting the generality of the foregoing due to the defective or damaged condition of the PREMISES and/or the BUILDING or any part thereof or the fixtures fittings wiring or installation therein or caused by the use or misuse waste or abuse of water, gas or electricity or faulty fittings or fixtures of The Contractor.

## **5 SUSPENSION OR TERMINATION**

- 5.1 EOIS shall, after giving 7 days written notice to Vendors, have the right to suspend or terminate this Contract if EOIS is affected by any state of war, act of god or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension nor shall termination save that EOIS pay Vendors the price of the Goods or Services that have been performed and accepted by EOIS. Vendors shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by EOIS to Vendors.
- 5.2 In addition to any other rights to terminate this Contract or any rights to cancel parts of the Services under this Contract, EOIS shall have the unilateral right to terminate this Contract without assigning any reasons whatsoever by giving Vendors 30 days' written notice. For the avoidance of doubt, Vendors shall not be entitled to any compensation or damages whatsoever in relation to such a termination. Vendors shall only be entitled to payment for any Services provided and accepted up to the end of the 30-day notice period.
- 5.3 If Vendor loses the requirement declared in section 3, EOIS has the rights to terminate the contract and claim a penalty of 5% of contract amount.

## **6 DELAY IN PERFORMANCE**

- 6.1 If there is delay in the performance of the Services or the supply of Goods due to any acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond Vendor's control, then in any such case Vendors shall, for the duration of any such circumstances, be relieved of the obligation to perform the Services or supply the Goods thereby affected. Any part of the Services or Goods that are not so affected shall continue to be performed in accordance with this Contract.
- 6.2 If Vendors fails to complete the performance of Services or supply of Goods by the date(s) specified in this Contract, EOIS shall have the right -
- (a) to cancel all or any part of such Services or Goods from this Contract without compensation to Vendors and to obtain the same (including similar or equivalent goods and services in the case where the exact goods and services are not available) from other sources and all increased costs incurred shall be deducted from any moneys due or to become due to Vendors or shall be recoverable as damages; or
  - (b) to deduct any moneys due or to become due to Vendors or require Vendors to pay a sum calculated at the rate of 0,5 /1000 of contract amount for each day of delay (including Sundays and Public Holidays), as liquidated damages until the delayed Services or Goods are fully performed or supplied. IF the amount reach the equivalent of 10% of the Contract Price, EOIS has the right to terminate this contract provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under the clauses allowing for termination.

## **7 PAYMENT**

- 6.1 Payment shall be made in accordance with the payment schedule set out in **Annex A** unless otherwise agreed in writing.
- 6.2 Payments made to Vendors shall not:
- (a) Be considered evidence of the quality of any Goods or Services to which such payments relate.
  - (b) prejudice any of EOIS's rights under this Contract to reject deficient Goods or Services and the corresponding rights to obtain replacement of Goods or re- performance of Services either by Vendors or otherwise.
- 6.3 The amount of any payment due from or debt owed by Vendors to EOIS under this Contract may be deducted by EOIS from any monies payable by EOIS to Vendors under this Contract.
- 6.4 EOIS shall not have to pay for any expenses or costs of whatever nature other than those expressly set out under this Contract.
- 6.5 Unless otherwise agreed in writing by EOIS, payment shall be made by electronic bank transfer. Vendors shall provide EOIS with all bank account information reasonably required by EOIS in order to effect such payment. Each Party shall bear their own bank charges.

## **7 DISPUTE RESOLUTION**

- 7.1 The Parties submit to the non-exclusive jurisdiction of the Courts of Singapore.
- 7.2 In the event of any dispute, controversy or claim arising out of or relating to this Contract, no Party shall proceed to litigation unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.
- 7.3 A Party that receives a notice for mediation from the other Party shall consent and participate

**8 VARIATION OF CONTRACT**

8.1 No attempts to vary this Contract shall have any force unless made in writing and executed by Vendors and the authorised contract signatory of EOIS.

**9 TAXES, FEES AND DUTIES**

9.1 Vendors shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by Vendors or its employees. If EOIS receives a request from the tax authorities to pay on behalf of Vendors and/or Vendor's employees, or to withhold payments from Vendors in order that EOIS may subsequently so pay, any of the said taxes, fees, duties, fines, levies and assessments, Vendors authorises EOIS to comply with the terms of the said request.

9.2 If Vendors is a taxable person under the Singapore *Goods and Services Tax Act*, EOIS shall pay to Vendors the Goods and Services Tax chargeable on the supply of Goods and Services to EOIS.

9.3 Vendors shall submit a copy of the Certification of Registration for Goods and Service Tax if requested to do so by EOIS in writing.

**10 GOVERNMENT REGULATIONS**

10.1 Vendors shall, at its own costs, obtain and maintain all licences, permits, authorizations or certifications required without any restrictions or qualifications whatsoever so as to enable Vendors to fulfil all its obligations under the Contract.

**11 INDEMNIFICATION**

11.1 In the event of EOIS being held liable for damages arising out of any claim by any agent, workman or employee of Vendors or any sub-Vendors or suppliers of Vendors, pursuant to the performance of this Contract, Vendors shall indemnify EOIS against such claim and any related costs, charges and expenses incurred by EOIS.

Provided that the same is not caused by the gross negligence or wilful default of EOIS.

**12 WARRANTY**

12.1 Period shall commence on the date of receipt of the Goods by EOIS. The length of the Warranty Period shall be twelve (12) months unless another period is specified in the Requirement Specifications.

12.2 Where during the Warranty Period, any Goods is found to be:

- (a) Defective in design, materials or workmanship; or
- (b) Not in accordance with this Contract or any specifications incorporated therein by reference or otherwise; or
- (c) Having been used, installed, operated, stored and maintained in accordance with the written instructions of Vendors, fails to function properly or fails to meet any performance guarantees set forth in this Contract or specifications published by Vendors as applicable to the Goods;

Vendors shall, at its own expense (including transportation costs), at the written notification of EOIS, replace, rectify or completely repair the damaged or defective Goods. Vendors may, in lieu rectification or repair, elect to replace the damaged or defective Goods within 5 days of the notification.

**ANNEX A: PAYMENT SCHEDULE FOR CONTRACTOR**

The payment schedule shall be as follows: -

Stage	% of Contract Price to be paid	Cumulative Total
Stage 1 30 days from the Satisfactory Completion, including the Testing & Commission, and receipt of the invoice for the same	95%	95%
Stage 2 Retention fee will be released after completion of the DLP period	5%	100%

**E1. SCHEDULE OF PERSONS EMPOWERED TO ACT**

The following persons are empowered to sign contract documents and act on the firm's / company's behalf:

Name	NRIC No.	Position Held

**E2. GST STATUS**

We are / are not \* a taxable person under the *Goods and Services Act*.

(\*delete as appropriate)

Our GST registration number is \_\_\_\_\_

**E3. LIST OF RELEVANT TRACK RECORD IN THE LAST 5 YEARS**

Contract No. / Name of Project	Client	Contract Sum	Contract Period		Value of Work Completed
			From	To	

--	--	--	--	--	--

**E4: FORM OF TENDER ( to be into envelope B only)**

To: EMBASSY OF ITALY IN  
SINGAPORE  
Republic Plaza Level 33  
9 Raffles Place  
048619 Singapore  
Attn: Mario Vattani

Name(s) of Tenderer(s):

Address

**TENDER NO:**

- 1 We, \_\_\_\_\_ (Company Name(s) in Block Letters) hereby offer and undertake on the acceptance of this Tender Offer to supply the goods and/or services required under this Invitation to Tender.
- 2 Our Tender Offer is fully consistent with and does not contradict or derogate from anything in the Instructions to Tenderer and/or the Conditions of Contract or downgrade anything in your Requirement Specifications. You are entitled to disqualify our Tender Offer if it is inconsistent with or contradicts or derogates from anything in the Instructions to Tenderer and/or Conditions of Contract or downgrades anything in the Requirement Specifications.
- 3 We declare that all the information provided in this Tender Offer (including in the Prescribed Forms) are correct and true.
- 4 We undertake that we shall, if required by you, execute a formal agreement with you. If no formal agreement is executed, this Tender Offer together with your Letter of Acceptance and/or Purchase Order shall constitute a binding contract between us on the terms of the Contract as defined in the Conditions of Contract.
- 5 OUR TENDER OFFER IS VALID FOR 6 CALENDAR MONTHS FROM THE CLOSING DATE OF THIS TENDER.
- 6 We agree that as and when requested by you, we shall extend the validity of this Tender Offer for THREE months.
- 7 Our Contract Price for the goods and/or services to be supplied by us is SGD \$ \_\_\_\_\_ (Singapore dollars) GST excluded.

- 8 An itemized breakdown of the Contract Price for the goods and/or services is given in the schedule attached.
- 9 We further undertake to give you any further information which you may require.
- 10 We warrant, represent and declare that we are duly authorized to submit, sign this Tender Offer, receive instruction, give any information, accept any contract and act for and on behalf of \_\_\_\_\_<sup>1</sup>(Insert Name of firm, company).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Tenderer's (as \*Principal/Agent)  
Company or Business Registration No:

Tenderer's official  
Stamp:

\_\_\_\_\_  
Authorized  
Signature Name :  
Designation :

(\*Delete whichever is not applicable)

NOTICE: This Form of Tender duly completed MUST accompany every Tender Offer. Any change to its wordings may render the Tender Offer liable to DISQUALIFICATION

## REQUIREMENT IDENTIFICATIONS

PART I  
TENDER AND CLIENT INFO

CLIENT	
NAME:	<b>EMBASSY OF ITALY IN SINGAPORE</b>
TENDER NAME:	<b>PROPOSED REINSTATEMENT WORK FOR THE EXISTING EMBASSY OF ITALY IN SINGAPORE</b> United Square Office Tower 101 Thomson Rd #27-2, Singapore 307591
Reference Number	<b>CIG 9340251AF3</b>

## PART II: TENDERER INFORMATION

<b>A. TENDERER</b>	<b>Reply:</b>
NAME:	
BUSINESS REGISTRATION NO	
ADDRESS	
CONTACT NAME:	
TELEPHONE NO:	
e-mail:	
WEBSITE (IF ANY)	

<b>B. TENDERER REPRESENTATIVE :</b>	<b>Reply:</b>
NAME	
DATE & PLACE OF BIRTH	
TITLE:	
ADDRESS:	
TELEPHONE NO:	
E-mail:	

**PART III: GROUNDS FOR EXCLUSION**

**A: Grounds for exclusion linked to criminal convictions**

Those who have been convicted, with a definitive criminal sentence, in Italy or in the country where the contract takes place, for one or more of the following reasons are excluded from participation in the selection: (1) participation in a criminal organization; (2) corruption; (3) fraud; (4) terrorist offenses or offenses related to terrorist activities; (5) money laundering or terrorist financing; (6) child labor and other forms of human trafficking; (7) any other crime resulting in the inability to contract with the public administration

<b>A. Grounds related to criminal convictions</b>	<b>answer:</b>
1) The economic operator or a member of its management or supervisory bodies or anyone who has powers of representation, decision or control in the economic operator were sentenced for one of the reasons indicated above with a final sentence pronounced no more than five years ago. or after which a period of exclusion established in the judgment is still applicable?	[ ] YES [ ] No
2) If so, indicate (repeating as often as necessary): a) the date of the conviction, as points between those listed from 1 to 7 and the grounds for conviction; b) identification data of the sentenced persons; c) duration of the period of exclusion established by the sentence. 3) In the event of a conviction, what measures has the economic operator taken to demonstrate its reliability (self-cleaning)?	a) Date: [.....], duration of conviction: [.....] reason: [.....] b) [.....] c) duration of the exclusion[.....]

**B: Reasons for exclusion related to the payment of taxes or social security contributions**

<b>B. Payment of taxes, fees or contributions</b>	<b>Answer:</b>
1) Has the economic operator fulfilled all the obligations relating to the payment of taxes, fees or social security contributions, in the country where it is established, in Italy and in the country where the contract takes place?	[ ] YES [ ] No
2) <u>If not, please indicate:</u> a) the State where the default occurred; b) the amount; c) how the non-compliance was established; d) measures taken to remedy it;	a) [.....] b) [.....] c) [.....] d) [.....]

**C: Grounds for exclusion related to insolvency, conflict of interest or professional wrongdoing**

<b>C. Information on any insolvency situations, conflicts of professional interests or offenses</b>	<b>Answer:</b>
1) Has the economic operator violated, to the best of his knowledge, obligations relating to health and safety at work, environmental, social and labor law?	<input type="checkbox"/> YES <input type="checkbox"/> No
2) The economic operator is in one of the following situations or is subjected to a procedure to ascertain one of the following situations: a) bankruptcy, insolvency proceedings, liquidation, composition with creditors, receivership or other similar situation? b) has it ceased its activities?	a) <input type="checkbox"/> YES <input type="checkbox"/> No b) <input type="checkbox"/> YES <input type="checkbox"/> No
3) Has the economic operator been guilty of serious professional offenses?	<input type="checkbox"/> YES <input type="checkbox"/> No
4) Has the economic operator signed agreements with other economic operators intended to distort competition?	<input type="checkbox"/> YES <input type="checkbox"/> No
5) Is the economic operator aware of any conflict of interest related to its participation in the procurement procedure?	<input type="checkbox"/> YES <input type="checkbox"/> No
6) Did the economic operator or a company related to him provide advice to the Principal or did they otherwise participate in the preparation of the procurement procedure?	<input type="checkbox"/> YES <input type="checkbox"/> No
7) Has the economic operator already experienced early termination of a previous public procurement or has it already been imposed damages or other penalties in relation to a previous public procurement?	<input type="checkbox"/> YES <input type="checkbox"/> No
8) The economic operator: a) was he seriously guilty of misrepresentation in providing the information requested to verify the absence of grounds for exclusion or compliance with the selection criteria? b) did it withhold this information? c) were you able to send the complementary documents requested by a Client with delay? a) d) attempted to unduly influence the decision-making process of a Client, not to have attempted to obtain confidential information that may give it undue advantages in the procurement procedure, not to have provided misleading information that may have a significant influence on decisions concerning the procurement procedure contract?	a) <input type="checkbox"/> YES <input type="checkbox"/> No b) <input type="checkbox"/> YES <input type="checkbox"/> No c) <input type="checkbox"/> YES <input type="checkbox"/> No d) <input type="checkbox"/> YES <input type="checkbox"/> No
9) <u>If the answer is yes to any of the questions in this Section C, please indicate the situations that have occurred and what steps the economic operator has taken to demonstrate its reliability (self-cleaning)</u>	

**D: Reasons for exclusion provided for by Italian law and equivalent situations provided for by the law of the country where the contract is held**

<b>D. Reasons for exclusion provided for by Italian law</b>	<b>Answer:</b>
Is the economic operator in one of the following situations?	
1) are there any causes of forfeiture, suspension or prohibition provided for by the anti-mafia legislation against you?	1) <input type="checkbox"/> YES <input type="checkbox"/> No
2) is it subject to infiltration by organized crime?	2) <input type="checkbox"/> YES <input type="checkbox"/> No
3) was it subject to the prohibition of the exercise of the activity or to other sanction that involves the prohibition of contracting with the public administration?	3) <input type="checkbox"/> YES <input type="checkbox"/> No
4) is he registered in the computer file held by the National Anti-Corruption Authority for having presented false declarations or false documentation for the purpose of	4) <input type="checkbox"/> YES <input type="checkbox"/> No

issuing the qualification certificate, for the period during which the registration continues?	5) <input type="checkbox"/> YES <input type="checkbox"/> No
5) has it violated the ban on fiduciary registration?	6) <input type="checkbox"/> YES <input type="checkbox"/> No
6) do you violated the rules on the right to work of the disabled?	7) <input type="checkbox"/> YES <input type="checkbox"/> No
7) if you have been a victim of the crimes of extortion and extortion committed by organized crime or by those who intended to facilitate the activity of organized crime and there is no case of necessity or self-defense, have you reported the facts to the judicial authorities?	8) <input type="checkbox"/> YES <input type="checkbox"/> No
8) is it in a situation of control or in any relationship, even de facto, with respect to another participant in the same assignment procedure, if the control situation or the relationship means that the offers are attributable to a single decision-making center?	9) <input type="checkbox"/> YES <input type="checkbox"/> No
9) has concluded employment or self-employed contracts and, in any case, has assigned tasks to former employees of the Client who have ceased their employment relationship for less than three years and who in the last three years of service have exercised authoritative or negotiating powers to account of the Client towards the same economic operator (pantouflage or revolving door)?	

#### PART IV: SELECTION CRITERIA

	Answer
Does the economic operator meet all the selection criteria required in the tender documents?	<input type="checkbox"/> YES <input type="checkbox"/> No

#### Parte V: FINAL STATEMENTS

The undersigned (s) formally declare / declare that the information contained in parts II to IV is true and correct and that the undersigned (s) are / are aware / aware of the consequences, including of a criminal nature, of a serious false declaration, provided for by the Italian and local laws.

The undersigned / the undersigned hereby certify the absence of the grounds for exclusion provided for in Part III and the possession of the requirements referred to in Part IV.

The undersigned (s) formally authorize / authorize the Client, indicated in part I, to carry out checks at the competent local authorities on the veracity of the declarations made on the requirements.

The undersigned accepts without reservations or exceptions the provisions and conditions contained in the invitation letter, which are integrated parts of the same.

[PLACE & DATE]

---

[name, surname and position of the signatory (s) / signatories]