

18 January 2021

Dear Sir/Madam

**INVITATION TO QUOTE (“ITQ”) FOR PROVISION OF TEMPORARY MANPOWER SERVICES**

The Visitor in Singapore of The Christian Brothers’ Schools, who is the owner of St. Joseph’s Institution (the “School”) would like to invite you to quote for the provision of the above-mentioned service. The scope and details of the requirements are set out in Part 1 (Requirement Specifications) of this ITQ.

2. All quotations, including Annex A (Price Schedule) and the documents listed in Part 1 of this ITQ, are to be submitted electronically by **29 January 2021, 1400 hours**. The School will not accept late submissions or submissions submitted through other means.

3. All quotations shall comply with the terms and conditions as set out in this ITQ. The School shall be under no obligation to accept the lowest or any quotation. The School further reserves the right to accept such portion of each quotation as the School may decide.

4. All queries in regard to this ITQ should be directed to the person listed under Section A, Part 1 of this ITQ.

Yours faithfully

Frankie Ng  
Facilities Manager

**PART 1**

**REQUIREMENT SPECIFICATIONS**

**INVITATION TO QUOTE FOR TEMPORARY SUPPLY OF MANPOWER FOR ST JOSEPH'S INSTITUTION LOCATED AT 38 MALCOLM ROAD S308274**

We are pleased to invite you to quote for supply of manpower for St Joseph's Institution campus located at No. 38 Malcolm Road S308274.

<b>Section A: Contact Details</b>	
Contact Information	Name: Mr Frankie Ng Designation: Facilities Manager Contact No: 6250 0022 ext 316 Email: frankie.ng@sjj.edu.sg
<b>Section B: Requirement Specifications</b>	
Name of Project	<b>SUPPLY OF TEMPORARY MANPOWER SERVICES (the "Services") FOR JOSEPH'S INSTITUTION LOCATED AT 38 MALCOLM ROAD S308274</b>
Scope of Services Required	<ol style="list-style-type: none"><li>1. The Contractor shall provide the Services by deploying the following competent personnel to support the estate maintenance needs of the School.<ol style="list-style-type: none"><li>a. Technician (Tech)</li><li>b. Handyman - Operations Support Officer (OSO)</li></ol></li><li>2. These 2 will be referred to as "Personnel" collectively and "Tech / OSO" individually</li><li>3. Workscope and skills needed for Tech ( 1 personnel):<ol style="list-style-type: none"><li>i. Assisting the Senior Technician/Supervisor of the Facilities Management Dept to operate and maintain the ACMVs, mechanical, electrical installations plumbing and sanitary fittings, building fittings (doors, locksets, windows etc.) of the school.</li></ol></li><li>4. Workscope and skills needed for OSO (1 personnel):<ol style="list-style-type: none"><li>i. To assist in the estate operations and any other school requirements such as assist in vector control and checking.</li><li>ii. Provide logistics support - event setups, class room setup– involves carrying tables/ chairs.</li></ol></li></ol>

Duration of Service	<p>Contract Period: From Immediate Deployment upon satisfactory interview for a minimum 3 months contract with option to renew for another 3 months.</p> <p><u>Option to Extend:</u></p> <p>The Contractor grants the School the option to extend the Contract for a further period of 3 months. The School shall have full discretion to exercise this option, in whole or in parts, and in as many phases as it deems fit, by issuing written notice(s) to the Contractor at any time before the expiration of any subsisting Contract Period. Unless otherwise specifically agreed between the Parties, any Services rendered during the extended period shall be subject to the same terms and conditions (inclusive of any amendments) of the Contract.</p>
Important Notes	<ol style="list-style-type: none"> <li>1. The rates quoted in the Price Schedule as set out in <u>Annex A</u> shall be deemed to include, but not limited to, the supply of all necessary materials, labour, tools, travelling expenses, transport expenses, plant, cartage, and consumable items, spare parts, supplier's overheads and profits, costs for compliance with relevant legislation and regulatory requirements, administrative costs, benefits and remuneration (save for those excluded by the Requirement Specifications), and all associated Services as stipulated in the ITQ and shall remain firm in this ITQ. The Contractor shall cater for all reasonable risks and expense in his pricing.</li> <li>2. Contractor shall be responsible for payment of the Personnel's salary, Central Provident Fund (CPF), all insurances, taxes, annual leaves, medical checks, medical leave, annual bonuses due to the Personnel.</li> <li>3. Working hours 7.30am to 5.30pm, Monday to Friday, except public holidays, Saturdays and Sundays.</li> <li>4. Please quote separately : <ol style="list-style-type: none"> <li>a. Tech – fees per month. Over time rates per hour</li> <li>b. OSO – fees per month. Over time rates per hour</li> <li>c. Please indicate separately for Tech and OSO, deduction rates applicable if any Personnel did not turn up to work on any work day.</li> </ol> </li> <li>5. The School shall be under no obligation to accept the lowest or any quotation. The School reserves the right to accept the quotation in whole or in part.</li> </ol>
Qualification, Skill, & Experience of	<p>The Personnel shall minimally have the following qualifications, skills and experience:</p>

<p>the Contractor's Personnel</p>	<p>1) Tech:  - At least 3 years of experience in facility maintenance in particular in the operation and maintenance of the building's ACMVs, mechanical, and electrical installations plumbing and sanitary fittings.</p> <p>2) OSO:  - At least 2 years of experience in providing basic maintenance, logistical support in facility management.</p>
<p>Deployment &amp; Replacement of Personnel</p>	<p>The deployment of the Personnel by the Contractor shall be subject to the prior approval of the School. Upon the School's approval of the Personnel, the Personnel, as an employee of the Contractor, shall provide the Services as required by the School throughout the entire duration of the Contract.</p> <p>(a) <u>Vacation and Ordinary Sick Leave</u>  The Contractor may propose the amount of paid Vacation Leave ("VL") and Ordinary Sick Leave ("OSL") for the Personnel (the "Leave Proposal"), the cost of which shall be subsumed within the Contract Price. Such Leave Proposal shall be stated upfront and explicitly in the Contractor's proposal. Apart from the VL and OSL, any other types of leave (including, but not limited to, hospitalisation, childcare and maternity leave) shall not be included within the Contract Price, and the Contractor shall be responsible for all costs and expenses associated with such other types of leave.</p> <p>The School shall have full discretion to approve any request by the Personnel to take VL and OSL during the course of the Contract for the performance of the services.</p> <p>(b) <u>Permanent Replacement</u>  In the course of the Contract, if the School, in its absolute discretion, deems the deployed Personnel to be unsuitable, incompetent or under-performing, or if the Personnel resigns or is terminated before the end of the Contract Period, the Contractor shall find a suitable permanent replacement based on the Requirements Specifications for the School to consider within 7 working days at no extra cost to the School.</p> <p>(c) <u>Temporary Replacement</u>  If, other than the VL and OSL mentioned above, the Personnel undergoes a period of leave of absence mandated by any written law, the Contractor shall, at the request of the School, temporarily replace the Personnel with another person (the "Temporary Personnel") to provide the required Services under the Contract without any additional costs to the School. The</p>

	deployment of the Temporary Personnel by the Contractor shall also be subject to the prior approval of the School.
<b>Legislation and Regulations</b>	The Contractor shall fully comply with and adhere to all relevant legislation and regulations, including but not limited to the Employment Act and related subsidiary legislation, and all costs associated with the compliance with and adherence to any relevant legislation or regulations shall be borne by the Contractor.
<b>Section C: Evaluation Criteria</b>	
Critical Evaluation Criteria	Proposals that do not meet the critical evaluation criteria shall excluded from further evaluation. <ul style="list-style-type: none"> <li>▫ Submission of Candidate's CV</li> <li>▫ Submission of cost as per pricing format in Annex A</li> </ul>
Evaluation Criteria	The School may request Candidates to attend an interview for the purposes of assessing their suitability. The School may disregard any supplier's proposal if the Candidate fails to attend any interview required by the School.  Shortlisted vendors are evaluated in accordance to the following criteria and weightages: <ul style="list-style-type: none"> <li>▫ Suitability of candidate (50%) <ul style="list-style-type: none"> <li>• Experience</li> <li>• Qualification</li> <li>• Skills</li> </ul> </li> <li>▫ Price Consideration (50%)</li> </ul>
<b>Section D: Instructions to Contractor</b>	
Closing date for the submission of Offer	<b>The closing date for the ITQ is on 29<sup>th</sup> Jan 2021, 2pm</b>
Validity period of Offer	The quotation shall remain valid for acceptance for 60 days from the closing date of the ITQ and during such further period as may afterwards separately be agreed to in writing by the supplier at the request of the School.
Submission of Offer	Email to : <a href="mailto:frankie.ng@sjl.edu.sg">frankie.ng@sjl.edu.sg</a>
<b>Section E: Billing Instructions</b>	
Invoice Submission	All invoices shall be submitted to SJL Finance on a <u>monthly</u> basis.

**ANNEX A****Price Schedule**

1. For each proposal (i.e. each Candidate), the supplier shall quote his proposal price in the following format:

*Base Proposal: For Candidate X (TECHINCIAN)*

S/N	Designation	Qty	UOM	Unit Proposal Price (S\$)	Total Proposal Price (S\$)	Remarks
1.	<u>Firm Requirement:</u> Eg. Supply of Manpower Services	3	Month			<ul style="list-style-type: none"> <li>• No. of Vacation Leave: ____</li> <li>• No. of Ordinary Sick Leave: ____</li> </ul>
2.	<u>Optional Requirement:</u> Eg. Supply of Manpower Services	3	Month			<ul style="list-style-type: none"> <li>• No. of Vacation Leave: ____</li> <li>• No. of Ordinary Sick Leave: ____</li> </ul>

*Base Proposal: For Candidate Y (OSO)*

S/N	Designation	Qty	UOM	Unit Proposal Price (S\$)	Total Proposal Price (S\$)	Remarks
1.	<u>Firm Requirement:</u> Eg. Supply of Manpower Services	3	Month			<ul style="list-style-type: none"> <li>• No. of Vacation Leave: ____</li> <li>• No. of Ordinary Sick Leave: ____</li> </ul>
* 2.	<u>Optional Requirement:</u> Eg. Supply of Manpower Services	3	Month			<ul style="list-style-type: none"> <li>• No. of Vacation Leave: ____</li> <li>• No. of Ordinary Sick Leave: ____</li> </ul>

## **PART 2**

### **QUOTATION TERMS AND CONDITIONS OF CONTRACT**

#### **1. DEFINITIONS**

In these Terms and Conditions of Contract, unless the context otherwise requires:

"School" means The Visitor in Singapore of The Christian Brothers' Schools, who is the owner of St. Joseph's Institution, and includes any person authorised by the School to act on its behalf

(i) "Contract" includes the School's ITQ Message on SJI Website, these Quotation Terms and Conditions of Contract, the Requirement Specifications, the Contractor's offer and price proposal, and the Letter of Acceptance and Order Reference issued by the School to the Contractor for the performance of the Services.

(ii) "Contract Price" means the price exclusive of the Singapore Goods and Services Tax payable to the Contractor for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract and in law.

(iii) "Contractor" means the successful supplier who has been awarded the Contract by the School.

(iv) "Parties" means both the School and the Contractor, and "Party" means either the School or the Contractor.

(v) "Services" means the work which the Contractor is required to perform under the Contract.

#### **2. SCOPE OF CONTRACT**

2.1 The Contractor shall perform the Services in accordance with the Contract.

#### **3. DELIVERY**

3.1 The Contractor shall perform the Services in the manner specified in the Contract, including the Requirement Specifications.

#### **4 DELIVERY DATES**

4.1 Time is of the essence with regard to the Delivery Date(s) as set out in the Requirement Specifications. The Contractor shall obtain the prior written approval of the School for any extension of the Delivery Date(s).

#### **5. PAYMENT**

5.1 Within thirty (30) days from the date of invoice or date of receipt of invoice of any Services performed in accordance with Clause 3.1 and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be

specified by the School, the School will make payment to the Contractor of the full value of all Services so performed provided that such payment shall be pro-rated to take into account any shortfall in Services performed and no payment shall be considered as evidence of the quality of any Services to which such payments relates.

## **6. RIGHTS OF THIRD PARTIES**

6.1 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

## **7. SUB-CONTRACTING AND ASSIGNING**

7.1 The Contractor shall not sub-contract or assign the Contract without the prior written consent of the School.

## **8. SUSPENSION OR TERMINATION**

8.1 The provisions of this Clause 8 shall be in addition to and not in derogation of any other provisions in the Contract entitling the School to terminate the Contract. For the avoidance of doubt, any suspension or termination under this Contract shall be without prejudice to any accrued rights and remedies available to the School under this Contract as at the date of suspension or termination.

8.2 The School shall, after giving seven (7) days prior written notice to the Contractor, have the right to suspend or terminate the Contract if the School 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 or termination save that the School shall pay the Contractor the price of the Services performed as at the date of written notice of termination or suspension. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the School to the Contractor by reason of the Contract.

8.3 The School may terminate this Contract forthwith by written notice to the Contractor:

- (a) where the Contractor is a company, if the Contractor has a receiver or liquidated appointed, or a resolution for winding up (other than for the purpose of amalgamation or reconstruction) has been passed, or the Contractor is subject to a court order having the same effect;
- (b) where the Contractor is a partnership, if the Contractor has dissolved or has a bankruptcy order made against it;
- (c) where the Contractor is an individual, if the Contractor is adjudged bankrupt by a court of competent jurisdiction, or dies;
- (d) if the Contractor enters into a composition or similar arrangement with its creditors or becomes insolvent; or

(e) if the Contractor is debarred from participating in public sector tender.

## **9. GIFTS, INDUCEMENTS AND REWARDS**

9.1 The School may terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with the School or for showing or forbearing to show favour to any person in relation to any Contract with the School, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the School the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the *Penal Code* (Cap. 224) or under the *Prevention of Corruption Act* (Cap. 241) or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the *Penal Code* (Cap. 224) or under the *Prevention of Corruption Act* (Cap. 241).

## **10. VARIATION**

10.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of the School.

## **11. APPLICABLE LAW AND DISPUTE RESOLUTION**

11.1 The Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose and the Parties agree to submit to the exclusive jurisdiction of the Singapore courts.

11.2 For the avoidance of doubt, until the School issues a Letter of Acceptance, this document (i) is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Services from any supplier; and (ii) shall not be construed as providing or implying that a contract will be entered into with any supplier.

## **12. NOT IN USE**

## **13. RIGHTS OF THE SCHOOL IN THE EVENT OF DEFAULT BY THE CONTRACTOR**

13.1 The School shall, without the School being liable therefor in damages or compensation, have the right to terminate the Contract or cancel any item of Service from the Contract by written notice to the Contractor if the Contractor commits a breach of its contractual obligations under the Contract that is incapable of remedy, or where the breach is capable of remedy, the Contractor does not remedy the breach within fourteen (14) days of being served with a written notice from the School to do so. The termination or cancellation shall take effect from the date of the notice of termination or cancellation, as the case may be.

13.2 For the avoidance of doubt, the parties may, at any time, terminate the Contract by mutual written agreement.

#### **14. WAIVER**

14.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing or exercising any right, power, privilege, claim or remedy, which is conferred by the Contract, at law or in equity, or arises from any breach by any of the other Parties of the Contract, be deemed to be or be construed as, (i) a waiver thereof, or of any other such right, power, privilege, claim or remedy, in respect of the particular circumstances in question, or (ii) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter.

14.2 Any waiver (whether effected by a positive waiver or by a delay or failure in enforcement) by any Party hereto of its right, in any instance, to require compliance with any of the provisions of the Contract by the other Party shall not prevent the first-mentioned Party (subject to reasonable notice where a positive waiver has been granted) subsequently requiring such compliance in respect of that instance by the other Party.

#### **15. SET-OFF**

15.1 Whenever under this Contract any sum of money (including any applicable liquidated damages and any other damages) shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other agreement with the School.

#### **16. CUMULATIVE RIGHTS AND REMEDIES**

16.1 The rights and remedies of the Parties under the Contract are cumulative and are in addition and without prejudice to any rights or remedies a Party may have at law or in equity. Further, no exercise by a Party of any one right or remedy under the Contract shall operate so as to hinder or prevent the exercise by it of any other right or remedy under the Contract, or any other right existing at law or in equity.

#### **17. ENTIRE AND WHOLE AGREEMENT**

17.1 The Contract contains the entire and whole agreement between the Parties and supersedes all prior written or oral commitments, representations, arrangements, understandings or agreements between them.

#### **18. REPRESENTATIONS**

18.1 The Contractor acknowledges and accepts that the School relies on the skill and judgment of the Contractor and also upon the accuracy of all representations and statements made and advice given by the Contractor in the delivery of the Services under the Contract.

## **19. INDEMNIFICATION OF SCHOOL AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES**

19.1 In the event of the School (including for this purpose every officer and department thereof) being held liable for damages arising out of any claim by any workman or employee employed by the Contractor in and for the performance of the Contract, the Contractor shall indemnify the School, its officers or agents against such claim and any costs, charges and expenses in respect thereof PROVIDED the same is not caused by the gross negligence or wilful default of the School, its officers or agents.

## **20. SEVERABILITY**

20.1 In the event any provision of the Contract is determined to be illegal, invalid or unenforceable, all other provisions of the Contract shall continue in full force and effect.

## **21. CORRESPONDENCE**

21.1 Any notice, request, waiver, consent or approval shall be in writing and shall be deemed to have been duly given or made when it is delivered by hand or by prepaid registered post or by fax to the Party to which it is required or permitted to be given and made at such Party's proper address or facsimile numbers, as follows:

- (a) in the case of the Contractor, the address and contact numbers as set out in the quotation;
- (b) in the case of the School, the following address and contact numbers:

38 MALCOLM ROAD S308274  
Tel: 6250 0022

21.2 Either Party may change the address and contact numbers referred to above by giving the other Party notice in writing.

## **22. GOVERNMENT REGULATIONS**

22.1 The Contractor shall comply with all the requirements of all relevant local authorities constituted under any written law for the time being in force.

22.2 The Contractor shall at its own costs, obtain and maintain all licences and authorisations required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

## **23. INCONSISTENCY OR CONFLICT BETWEEN REQUIREMENT SPECIFICATIONS AND CONTRACTOR'S PROPOSAL**

23.1 In the event of any inconsistency or conflict between any part of the Requirement Specifications and the Contractor's offer and price proposal, the Requirement Specifications shall prevail.

## **A1. MEDIATION**

A1.1 Notwithstanding anything in the Contract, in the event of any dispute, controversy or claim arising out of or relating to the Contract, no Party shall proceed to any form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause if they have gone through at least one mediation session at the Singapore Mediation Centre.

A1.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause A1.1.

A1.3 Failure to comply with Clause A1.1 and A1.2 shall be deemed to be a breach of contract.

## **A2. CONFIDENTIALITY AND SECURITY**

A2.1 Except with the written consent of the School, the Contractor shall not disclose the Contract or any provision thereof, or any purchases made pursuant to the Contract, or any information issued or furnished by or on behalf of the School in connection therewith to any person.

A2.2 In addition to the foregoing, the Contractor shall not, and shall ensure that its employees shall not, make use of any information obtained directly or indirectly from the School or compiled or generated by the Contractor in the course of the Contract which pertains to or is derived from such information, other than for the purposes of the Contract, without the prior written consent of the School.

A2.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the School.

A2.4 The Contractor shall indemnify the School for all the costs and expenses of enforcing Clauses A2.1, A2.2 and A2.3 against the Contractor, including the costs of any court proceedings and the costs and expenses (including the time expended by management personnel and other personnel to deal with the unauthorised disclosure of information) of measures taken or to be taken to deal with the unauthorised disclosure of information.