SECTION A

INSTRUCTIONS TO TENDERERS

VB27 Singapore Pavilion – Exhibition and Project Agent Service for Singapore Art Museum for a period from December 2026 to December 2027

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:

(a) "**Closing Date**" means the time and the date referred to in the Covering Letter & Tender Notice, which is the deadline for submission of Tender Offers.

(b) "**Invitation to Tender**" means the invitation to participate in this Tender and comprises of all the Tender Documents referred to in the Covering Letter.

(c) "**Tender Offers**" mean the submissions made by Tenderers in response to the Invitation to Tender.

(d) "**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.

(e) "**Tenderers**" mean the persons invited to submit Tender Offers to provide the goods and/or services required under this Invitation to Tender.

(f) 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 not under any debarment from public sector tenders.

2.2 Tenderers who do not meet any mandatory criteria under the Evaluation Criteria are liable to be disqualified.

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 following documents/information shall be submitted by **4 December 2026, 4pm SGT** via email to: procurement@singaporeartmuseum.sg

a.	Form of Tender
b.	Schedule of Persons Empowered to Act
c.	GST Status
d.	List of Relevant Track Record in the Last 5 Years
e.	Information on Major Shareholders
f.	Undertaking to Safeguard Official Information
g.	Background Information
h.	Schedule of Rates
i.	Other supporting documents/materials –Track record, Company Profile

3.2 Tenderers may submit other documents/information apart from those specifically listed under Sub-Clause 4.1 in support of Tender Offers.

3.3 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. Any Tender Offers which:

(a) are not in accordance with the instructions; or

(b) vary any of the prescribed forms,

are liable to be disqualified.

6. Validity Period

6.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period set out in the Form of Tender and during such extension of the period as may be agreed in writing between Tenderers and SAM.

7. Withdrawal of Tender Offers

7.1 Any Tenderers that withdraw Tender Offers after the Closing Date are liable to be debarred from future public sector tenders.

8. Acceptance of Tender Offers

8.1 SAM shall be under no obligation to accept the lowest or any Tender Offer.

8.2 SAM shall have the right to accept parts of Tender Offers from one or more Tenderers except in the case of Tenderers that expressly stipulate to the contrary in their Tender Offers.

8.3 The issuance by the SAM of a Letter of Acceptance accepting a Tender Offer or parts of a Tender Offer (subject to Sub-Clause 9.2) 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. The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract).

8.4 The Letter of Acceptance 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

(c) by email to the address provided by the successful Tenderer(s) as set out in the Tender Offer

8.4 SAM may, at its sole discretion, require the successful Tenderer(s) to sign a written agreement.

8.5 SAM is not under any obligation to inform any Tenderer of the reasons for non-acceptance of a Tender Offer.

9. Ownership of Documents and Intellectual Property

9.1 All 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 SAM shall remain the property of the SAM. Tenderers shall immediately return all or any of the same on written request by SAM or destroy the same within 1 week of the award to the Tender (except in the case of the successful Tenderer).

9.2 All Intellectual Property (as defined in the Conditions of Contract) reflected or subsisting in the 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 the SAM belong to SAM or third parties as the case may be.

9.3 Tender Offers and all accompanying documents, plans, drawing, materials or other items (less samples that are covered under Clause 11 below) that are submitted by

Tenderers in response to this Invitation to Tender shall become the property of the SAM. However, Intellectual Property reflected or subsisting in the same shall remain vested with the Tenderers or other third parties as the case may be. This Sub-Clause 10.3 is without prejudice to any provisions to the contrary in the Conditions of Contract that are applicable to the successful Tenderer.

10. Samples

10.1 Where the Invitation to Tender states that samples of good(s) or any other item(s) are to be submitted; such samples shall be:

(a) delivered at the sole cost of the Tenderers;

(b) delivered to the place stipulated on the date or by the deadline stipulated;

(c) delivered in such numbers for each of the good(s) or item(s) as stipulated

(d) marked clearly with the:

(i) Tender reference number (from the Covering Letter);

(ii) description of the good or item concerned; and

(iii) name of the Tenderer concerned.

10.2 When submitting samples, Tenderers shall indicate in writing whether the samples are to be returned (subject to Sub-Clause 11.3). If no such indication is given, SAM shall not be obliged to return any samples. SAM may, at its sole discretion, decide to return the samples at its own costs or give the Tenderer written notification to collect the samples. SAM shall have the right to dispose, in any way and without payment of compensation, of any samples that Tenderers fail to collect after being given written notification to do so.

10.3 Where the Invitation to Tender states that samples may be subject to destructive testing, samples subjected to destructive testing need not be returned to the Tenderer notwithstanding Sub-Clause 11.2.

10.4 Where samples are required, the failure to provide the samples in the manner stipulated in the Invitation to Tender may render the Tender Offers concerned liable to disqualification.

11. Alteration, Erasures and Illegibility

11.1 Except for amendments to entries made by the Tenderer himself which are initialed by the Tenderer, Tender Offers bearing any other alterations or erasures and Tender Offers in which prices are not legibly stated are liable to be rejected.

12. Expense

12.1 No expense incurred by Tenderers in the preparation of Tender Offers shall be borne by SAM.

13. Contract Price and Goods and Services Tax

13.1 Tenderers must satisfy themselves before submitting any Tender Offers as to the correctness and sufficiency of their proposed Contract 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 SAM in writing of any ambiguity, inconsistency or omission in or between any of the Tender Documents; and

(b) seek clarification on the same from SAM at least 7 days before the Closing Date.

13.2 The proposed Contract 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 Contract 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 other price(s) actually set out.

13.3 The proposed Contract 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.

14. Export Approval

14.1 Tenderers shall clearly indicate in their Tender Offers if there is any requirement for:

(a) end-user certificates or statements from the SAM; or

(b) separate agreements between SAM and the Tenderer concerned or third parties,

to satisfy any export requirements of any foreign government/country.

15. Consortiums

15.1 As used in this Invitation to Tender, "**Consortium**" means an unincorporated joint venture through the medium of a consortium or a partnership.

15.2 The following shall apply if a Tender Offer is submitted by a Consortium:

(a) Each member of the Consortium shall be a business organization duly organized, existing and registered under the laws of its country of domicile.

(b) No Consortium shall include a member which has been debarred from public sector tenders.

(c) After the submission of the Tender Offer, any introduction of, or changes to, Consortium membership must be approved in writing by SAM.

(d) In the case of Consortiums, the following documents must be submitted with the Tender Offer:

(i) A certified copy of the consortium or partnership agreement, signed by all members of the Consortium.

(ii) Documentary proof must be provided that there is a Lead Member which is authorised by all members of the Consortium to sign and submit the Tender Offer, receive instructions, give any information, accept any contracts and act for and on behalf of all the members of the Consortium. The documentary proof could be in the form of:

(1) relevant provision(s) in the certified copy of the consortium or partnership agreement, or

(2) certified copies of powers of attorney from each members of the Consortium,

(e) The Tender Offer must be submitted by the Lead Member.

(f) Information must be submitted with respect to:

(i) the legal relationship among the members of the Consortium;
(ii) the role and responsibility of each member of the Consortium; and
(iii) the address of the Consortium to which SAM may send any notice, request, clarification or correspondence.

(g) If SAM awards the Contract to a Consortium:

(i) The Letter of Acceptance may be handed to or posted to the address of the Lead Member of the Consortium given in the Tender Offer.

(ii) The issue by SAM of a Letter of Acceptance shall create a contract that is binding on all the members of the Consortium 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. The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract).

(iii) Each member of the Consortium shall be jointly and severally responsible to SAM for the due performance of the Contract.

(iv) In the event that any member of the Consortium withdraws from the Consortium or is adjudicated a bankrupt, or goes into liquidation in accordance with the laws of the country of incorporation, then the surviving member(s) of the Consortium shall be obliged to carry out and complete the performance of the Contract.

16. Clarifications

16.1 If SAM sends a written notice to any Tenderers to clarify any aspect of their Tender Offers, the Tenderers concerned must provide full and comprehensive responses within 7 days of the date of the written notice. For the avoidance of doubt, this may

include the request for the submission for missing documents or information that may be required by SAM for this Tender provided that no Tenderer shall, in any case, be permitted to amend the proposed Contract Price already submitted.

17. Demonstration of capabilities

17.1 Tenderers shall at their own expense, at the written request of SAM, prepare and conduct demonstrations/presentations in Singapore to substantiate the claims and proposals in their Tender Offers. The time, date and venue for any such demonstrations/presentations shall be determined by SAM.

18. Short listing

18.1 SAM reserves the right to shortlist Tenderers in accordance with the criteria set out in the Invitation to Tender and give those so shortlisted the opportunity to submit new Tender Offers on the basis of revised requirements on the part of SAM. The submission of new Tender Offers shall be in accordance with a common deadline and new submission instructions issued by SAM in writing.

18.2 The new Tender Offers received based on the revised requirements must be complete and comprehensive and shall form the basis of the final Tender Offer evaluation. All Tender Offers received earlier shall be treated as lapsed.

19. Confidentiality

19.1 Except with the consent in writing of SAM, 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 SAM

19.2 The Tenderer shall ensure that, if requested by SAM in writing, all employees, agents or suppliers that are involved in preparing or presenting the Tender Offer must also complete and submit the prescribed form on the Undertaking to Safeguard Official Information

20. Applicable Law

20.1 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.

21. Amendment to Invitation to Tender

21.1 SAM 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.

21.2 Any amendments or issue of supplementary terms to the Invitation to Tender made pursuant to Sub-Clause 21.1 shall be issued via SAM website and it shall be the responsibility of the Tenderers to check SAM website on a frequent basis for any such amendments or issue of supplementary terms to the Invitation to Tender.

21.3 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 SAM.