
INVITATION TO QUOTE

The Central Provident Fund Board invites Suppliers to quote for the following quotation in accordance with the Terms and Conditions in Part I and the Specifications in Part II:

Quotation Ref No	CPFPYD2022QTN003
Quotation Title	Supply of Healthy Food Vending Machine

Suppliers are required to submit the required information in accordance with Part II: Specifications with the quotation submission via GeBIZ by the closing date and time. **Late or incomplete submissions will not be considered.**

For any enquiries, please contact:

Name of Officer	Ng Lay Peng
Designation	Assistant Manager
Email	NG_Lay_Peng@cpf.gov.sg

Peter Ang
Director (Property)
CENTRAL PROVIDENT FUND BOARD
(No signature is required for this letter.)

INSTRUCTIONS TO SUPPLIERS

1. SUBMISSION OF QUOTATION

- 1.1 The Supplier shall satisfy himself on the contents of all the quotation documents (including those incorporated by reference).
- 1.2 The Supplier's quoted sum shall include all incidental and contingent costs and expenses and no adjustment shall be made to the quotation sum for any error without the Board's written approval.
- 1.3 Suppliers are required to submit their quotations electronically using Government Electronic Business (GeBIZ) before the closing date and time. No late submission of quotations will be entertained. Submissions by fax or any other means shall not be accepted.

2. COMPLIANCE WITH INSTRUCTIONS

- 2.1 Quotations will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the ITQ. The Board will evaluate the quotations fairly and in accordance with the said instructions.

3. VALIDITY PERIOD

- 3.1 Quotations submitted shall remain valid for acceptance by the Board for a period of **forty-five (45) days** from the closing date of the ITQ. The closing date of the ITQ shall not be included in the computation of the **forty-five (45) days**.

4. ACCEPTANCE OF QUOTATIONS

- 4.1 The Board shall be under no obligation to accept the lowest or any quotation. The Board will normally not enter into correspondence with any Supplier regarding the reasons for non-acceptance of a quotation.

5. AWARD OF QUOTATION

- 5.1 The Board reserves the right, unless the Supplier expressly stipulates to the contrary in his quotation, of accepting such portion of each quotation as the Board may decide.
- 5.2 The Board also reserves the right to award the Contract in whole or in part to one or more Supplier.
- 5.3 The successful Supplier will be notified of the acceptance of his quotation within the validity period via GeBIZ.

6. THE GOODS AND SERVICES TAX (GST)

- 6.1 The Supplier shall not include in the rates and prices proposed in his quotation, the Singapore Goods and Services Tax (GST) chargeable for the supply of Goods and/or

Services required in the ITQ. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Goods and Services.

- 6.2 If the Contractor is a taxable person under the GST Act, the Board will pay the Contractor, in addition to the rates and prices proposed, the GST chargeable on the supply of Goods and/or Services provided pursuant to this Contract.

7. WHISTLEBLOWING

- 7.1 The Board has zero tolerance for any form of fraud or wrongdoing by its employees, its business partners and Contractors. If the Contractor is, or becomes, aware of any corporate wrongdoings committed by employees of the Board including:

- (a) illegal activities by the Board’s employee;
- (b) acts of malice by the Board’s employee; or
- (c) conflict of interests;

during the Board’s employees’ execution of duties within or outside the Board's premises, the Contractor may make a report through Board's reporting channels. The reporting channels are manned by an external vendor appointed by the Board and are open 24 hours, 7 days a week. For the avoidance of doubt, any information received by the external vendor from the Contractor shall be regarded with strictest confidence.

The reporting channels are as follows:

Channels	Description	Details
Telephone	Dedicated toll-free hotline	1800-531-5029
Fax	Secure line	+65-6226-0781
Email	Dedicated email address	cpfb@tipoffs.com.sg
Website	Dedicated website	http://cpfb.tipoffs.com.sg
Post	Specified postal address	CPFB Whistleblowing Line c/o Deloitte & Touche Tanjong Pagar Post Office P.O. Box 405 Singapore 910814

PART I - TERMS & CONDITIONS

Should your offer be accepted, the Terms and Conditions as set out in this **Part I** and the terms and conditions in the GeBIZ Terms and Conditions shall govern the Contract between the Board and your company.

1. DEFINITIONS

1.1. In these Terms and Conditions unless the context otherwise requires:

- (a) “Board” means the Central Provident Fund Board constituted under the Central Provident Fund Act (Chapter 36) and which expression shall include its successors-in-title and permitted assignees and where the context so admits shall include its servants and agents and any officer authorised by the Board to act on its behalf.
- (b) “Confidential Information” means any information disclosed to, provided, acquired, received or obtained as a result of entering into the Contract (or any agreement entered into pursuant to the Contract), and includes but is not limited to Personal Data.
- (c) “Contract” includes the Board’s ITQ, the Contractor’s Quote (quotation) or offer (submitted through GeBIZ), these Terms & Conditions of Contract, the Specifications and samples, Letter of Acceptance, Order or any Purchase Orders issued by the Board to the Contractor for the supply of the Goods and/or performance of Services.
- (d) “Contract Price” means the sum specified in the Letter of Acceptance as the Total Contract Value for the performance of all of the Contractor’s obligations under this Contract. Where there is no sum specified in the Letter of Acceptance, “Contract Price” shall refer to the aggregate price of all the Purchase Orders issued under the Contract. Where the Contract Price has been varied by written agreement of the Parties, it shall refer to such varied price.
- (e) “Contractor” means the successful Supplier who has been awarded the Contract by the Board for the provision of the Goods and/or performance of Services and includes the Contractor’s duly appointed representatives, successors and permitted assignees and where the context so admits shall also include the Contractor’s employees, agents and subcontractors.
- (f) “Force Majeure Event” includes but is not limited to Acts of God, war, acts of foreign enemies, acts of civil or military authority, civil disturbance, war or threat of war, strikes, fires, epidemics and other catastrophes which are beyond reasonable control.
- (g) “Goods” means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
- (h) “Invitation to Quote” or “ITQ” means the Invitation to participate in the quotation which comprises all quotation documents forwarded to the Supplier inclusive of these Terms & Conditions, Specifications and any other documents and forms enclosed.

- (i) "Parties" means the Board and the Contractor, and "Party" means any one of them.
- (j) "Personal Data" has the same meaning as its definition in the Personal Data Protection Act 2012.
- (k) "Purchase Order" means an order issued by the Board, making reference to the Contract, to purchase the Goods and/or Services.
- (l) "Services" means the work which the Contractor is required to perform under the Contract.
- (m) "Specifications" means the specifications set out in **Part II of the ITQ** and any amendments or addition to the aforesaid as may be mutually agreed in writing between the Parties from time to time
- (n) "Supplier" means a person or his permitted assignees offering to supply the Goods and / or Services.

2. SCOPE OF CONTRACT

- 2.1. The Contractor shall carry out and complete the supply of all items of Goods and/or perform the Services in accordance with the Contract.
- 2.2. Unless otherwise stated in the Contract, all Goods to be supplied must meet the Specifications and shall be new and unused.

3. DELIVERY

- 3.1. The Contractor shall, unless otherwise specified by the Board prior to delivery or performance, deliver the Goods and/or perform the Services by the date and at the place(s) and in the manner specified in the Contract or as may be mutually agreed in writing by the authorised representatives of the Parties. The acknowledgement (if any) or acceptance by the Board of the Goods and Services shall in no way relieve the Contractor from its obligations under **Clauses 3.2 and 3.3** below to replace defective or damaged Goods and re-perform deficient Services.
- 3.2. Where at any time on or after delivery of the Goods, any Good(s) is found either:
 - (a) to be defective in design, materials or workmanship; or
 - (b) not to be in accordance with the Contract or any specifications incorporated in the Contract by written agreement; or
 - (c) to fail to function properly or fail to meet any of the performance guarantees or specifications published by the Contractor as applicable to the Good(s) after having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor;

then unless it is shown that the foregoing is caused solely by improper use or mishandling by the Board, the Contractor shall, at its own expense (including transportation costs), at the written notification of the Board, remove and replace, rectify or completely repair the

damaged or defective Good(s), failing which the Board shall have the right to purchase replacements elsewhere or to make good any damage in any manner it deems necessary and all costs thereby incurred shall be recoverable from the Contractor by deduction from any money due or becomes due to the Contractor under the Contract or shall be recoverable as damages.

- 3.3. If any Service performed is found to be deficient and not in accordance with the Contract or specifications, the Contractor shall at the written notification of the Board, rectify the same, at the sole expense of the Contractor within thirty **(30) days of receipt of the Board's written notification or within such time as mutually agreed in writing between the parties**, failing which the Board shall have the right to purchase replacements Services elsewhere or as it deems necessary and all costs thereby incurred shall be recoverable from the Contractor by deduction from any money due or becomes due to the Contractor under the Contract or shall be recoverable as damages.

4. CONFIDENTIALITY

4.1. The Contractor:

- (a) shall treat all Confidential Information as confidential and safeguard it accordingly; and
- (b) shall not disclose any Confidential Information to any other person without the prior written consent of the Board, except to such persons and to such extent as may be necessary for the performance of this Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.

- 4.2. The Contractor shall in relation to the Confidential Information comply with the Singapore Personal Data Protection Act (No. 26 of 2012) or any applicable data protection or privacy laws.

4.3. The Contractor shall take all necessary measures and precautions to:

- (a) ensure that all Confidential Information obtained from the Board under or in connection with this Contract is given only to such of the Contractor's employees, servants, agents, sub-contractors, authorised personnel and professional advisors or consultants ("**Authorised Representatives**") engaged to advise it in connection with this Contract as is strictly necessary for the performance of this Contract and only to the extent necessary for the performance of this Contract;
- (b) ensure that no part of the Confidential Information is accessed from, transferred to, or processed or stored in a country or territory outside Singapore, whether using physical, digital or other means, by the Contractor or its Authorised Representatives, and that no parties outside Singapore shall have access to the Confidential Information, without the Board's prior written approval. If approval is granted for the transfer of personal data outside Singapore, the Contractor shall provide a written undertaking that the personal data which is transferred outside Singapore will be protected to a comparable standard as it is protected under the Personal Data Protection Act 2012;

- (c) ensure that the Confidential Information is treated as confidential and not disclosed or published (without the Board's prior written approval) or used by the Contractor or any of the Contractor's Authorised Representatives otherwise than for the purposes of this Contract;
- (d) ensure that any information, documents or communication transmitted by electronic means by the Contractor and/or its Authorised Representatives to the Board is free from any viruses, Trojan horses, worms or other such malicious programs;
- (e) ensure that its Authorised Representatives who use or retain or otherwise have access to the Confidential Information:
 - (i) are aware of and comply with the confidentiality or non-disclosure obligations contained in this **Clause 4** and any other requirements as the Board may inform the Contractor from time to time during the duration of this Contract; and
 - (ii) sign a confidentiality undertaking (in the form as may be required by the Board) before commencing work in connection with this Contract where it is considered necessary in the opinion of the Board; and
- (f) protect the security and confidentiality of the Confidential Information whether in the Contractor's premises or in the course of transmission of the Confidential Information and ensure that its Authorised Representatives observe the same obligations contained in this **sub-clause (f)** with regard to the Confidential Information in their possession.

4.4. The Contractor shall:

- (a) bear the risk of any loss, damage to or theft of the Confidential Information upon receipt of the Confidential Information;
- (b) indemnify the Board against any losses, damages, costs and expenses which the Board may sustain or incur as a result of any breach or neglect of this **Clause 4** by the Contractor or its Authorised Representatives; and
- (c) not hold the Board responsible or liable in any way for any losses, damages, costs and expenses whatsoever which it may incur or suffer arising from its reliance and/or use or its Authorised Representatives' reliance and/or use of the Confidential Information.

4.5. This **Clause 4** shall not apply to any Confidential Information received by one Party from the other which:

- (a) is or has become public knowledge (otherwise than by breach of this **Clause 4** or Contract, or other legal obligation or through default or negligence by the Contractor or the Contractor's Authorised Representatives);

- (b) was lawfully in the possession of the receiving Party, or already known to the receiving Party on a non-confidential basis prior to receiving or obtaining it from the disclosing Party, as evidenced by written records;
- (c) is independently developed by the Contractor without access to the Confidential Information; or
- (d) must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure.

4.6. Nothing in this **Clause 4** shall prevent the Board from:

- (a) disclosing any Confidential Information for the purpose of:
 - (i) the examination and certification of the Board's accounts; or
 - (ii) any examination pursuant to the *Audit Act* (Cap 17); or
- (b) disclosing any Confidential Information obtained from the Contractor:
 - (i) to any government department or any other public authority. All government departments or public authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other government departments or other public authorities; or
 - (ii) to any person engaged in providing any services to the Board for any purpose relating to or ancillary to this Contract, including its legal advisers, auditors and consultants;

except that in disclosing information under **sub-paragraph (b)**, the Board shall require that the information is treated in confidence.

4.7. If the Contractor fails to comply with this **Clause 4**, the Board reserves the right to terminate this Contract by written notice with immediate effect.

4.7A After the Contract has been terminated or expired, the Contractor shall, except with the written consent of the Board, not use, incorporate and/or otherwise exploit any Confidential Information in any manner whatsoever.

4.8. The provisions under this **Clause 4** are without prejudice to the application of the Official Secrets Act (Cap 213) to any Confidential Information.

4.9. Upon the termination or expiry of this Contract for whatever reason, the Contractor:

- (a) shall not maintain, keep any hard copies of or otherwise store any softcopies of Confidential Information of the Board within any computer system maintained or controlled by the Contractor whether within or outside Singapore;
- (b) shall, at its own cost, within one month return to the Board and/or if so instructed by the Board, securely destroy all softcopies of Confidential Information that exist

in hard disk, removable storage media and other storage media or facility whatsoever (such that they are no longer retrievable), including all softcopies in its possession, or in the possession of its Authorised Representatives; and

- (c) shall, at its own cost, certify to the Board that it has complied with this **Clause 4.9** and that it and its Authorised Representatives have not retained any Confidential Information of the Board or copies of it in any manner whatsoever.

4.10. The Contractor and its Authorised Representatives shall not publish or release, nor shall they allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material acquired in the course of this Contract or pertaining to any part or whole of the obligations to be performed under the Contract in any media to any third party without the prior written consent for the release or publication of such confidential information as granted by the Board.

4.11. The operation of this **Clause 4** shall survive the expiry or termination of this Contract.

4A. CONTRACTOR'S PERSONNEL

4A.1 The Contractor undertakes that the Contractor's personnel are free from any financial indebtedness and not under any financial embarrassment and not under investigation for any disciplinary action. The Contractor shall declare in writing to the Board immediately when it becomes aware of any personnel who are not free from any financial indebtedness or under any financial embarrassment or under investigation for any disciplinary action. Upon such declaration, the Contractor shall also provide a plan to the Board on how the said personnel will be freed from his financial situation. The Board shall have the rights under **Clause 4A.2** with regards to the said personnel.

4A.2 The Board shall not be obliged to provide any reasons for objecting to any of the Contractor's personnel. If the Board objects by notice in writing to any personnel provided by the Contractor to perform the Contract, the Contractor shall remove such person immediately and furnish a suitable and adequate replacement at no additional expense to the Board within **fourteen (14) days**.

5. DELAY IN SUPPLY AND DELIVERY AND/OR PERFORMANCE

5.1. Where the Contractor is prevented from or delayed in the delivery of any item of the Goods and/or performance of the Services under this Contract by a Force Majeure Event (the "Affected Obligation"), then for the duration of the Force Majeure Event, the Contractor shall be relieved of the Affected Obligation if:

- (a) the Force Majeure Event is beyond the reasonable expectation of the Parties and the Contractor cannot reasonably be expected to have avoided or overcome it or its effect; and
- (b) the Contractor has notified the Board in writing within **seven (7) days** of the Force Majeure Event occurring, specifying the matters constituting the Force Majeure

Event, together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue.

- 5.2. The Contractor shall be given such extension of time in respect of the performance of the Affected Obligation as may be reasonable having regard to the duration of the Force Majeure Event, the effect of the Force Majeure Event on the Contractor's performance of this Contract and the Contractor's duty to mitigate the consequences of any delay caused by the Force Majeure Event. The Contractor's duty in respect of all other obligations under this Contract which are not affected by the Force Majeure Event shall remain unaffected by any such extension of time. Any moneys or fees paid in advance by the Board for the period and the Affected Obligation shall be pro-rated and refunded to the Board, unless the Board agrees in writing that refund need not be made.
- 5.3. If the Force Majeure Event shall continue for a period exceeding **thirty (30) days** or the extension of time granted under this Clause exceeds **thirty (30) days** in the aggregate, the Board may terminate this Contract by giving **seven (7) days'** prior written notice to the Contractor without being liable therefore in damages or compensation.
- 5.4. In the event of failure by the Contractor to deliver any item of Goods or complete the performance of Services by the date specified in the Contract other than due to a Force Majeure Event, the Board shall have the right to cancel all or any such items of Goods and/or Services from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages.
- 5.5. Provided that the recovery of such increased costs aforesaid shall be limited to the quantity of such Goods as is purchased or obtained, not exceeding the quantity stated in the Contract and/or Services as is stated in the Contract or is purchased or obtained from other sources after the Contractor's failure as aforesaid but within three months of the expiry of the period of the Contract.

6. SUSPENSION OR TERMINATION

- 6.1. The Board shall, after giving **seven (7) days** prior written notice to the Contractor have the right to suspend or terminate the Contract if the Board 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 Board shall pay the Contractor the price of the Goods delivered and accepted by the Board and/or Services performed and accepted by the Board as at the date of written notice of termination or suspension. The Board shall have title to such Goods delivered and accepted. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Board to the Contractor by reason of this Clause.

7. RIGHTS OF THE BOARD IN THE EVENT OF DEFAULT BY THE CONTRACTOR

- 7.1. Without prejudice to any other rights or remedies available to the Board under the Contract, if the Contractor defaults in his performance of this Contract and/or fails to meet the service standards as set out in the Specifications, the Board may issue a notice of

default to the Contractor informing the Contractor of its default. The Contractor shall, within **thirty (30) days** of the date of the notice of default, remedy the default. If the Contractor fails to do so, the Contractor shall be taken to have repudiated the Contract and the Board shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without the Board being liable therefor in damages or compensation. The said termination shall take effect from the date of the notice of termination.

- 7.2. In the event of termination under **Clause 7.1** above, the Board shall have the right to purchase from other sources all the Goods which remain undelivered or similar Goods and/or Services which remain unperformed at the time of termination or similar Services, and all increased costs reasonably incurred by the Board shall be recoverable from the Contractor.

8. GIFTS, INDUCEMENTS AND REWARDS

- 8.1. In this **Clause 8**:

“Anti-Corruption Laws” means:

- (a) Chapter IX of the Penal Code (Cap. 224);
- (b) the Prevention of Corruption Act (Cap. 241); and
- (c) any other applicable law including any foreign law which:
 - (i) prohibits the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or adviser of such person; or
 - (ii) is broadly equivalent to the laws set out in paragraphs (a) or (b) or which has as its objective the prevention of corruption.

“Contractor Representative” means any of the following:

- (a) the Contractor;
- (b) any person employed by the Contractor; or
- (c) any person acting on behalf of the Contractor (whether with or without the knowledge of the Contractor).

- 8.2. The Board shall be entitled to immediately terminate or rescind the Contract and recover from the Contractor the amount of any loss resulting from such termination or rescission if:

- (a) any Contractor Representative has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract; or
 - (ii) showing favour or disfavour to any person in relation to any contract with the Board; or
- (b) any Contractor Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

9. VARIATION OF CONTRACT

- 9.1. An amendment or variation of this Contract shall be binding and effective if it is so amended or varied in writing and signed by the Contractor and the authorised contract signatory of the Board.

10. SUB-CONTRACTING AND ASSIGNING

- 10.1. The Contractor shall not, without the prior written consent of the Board, sub-contract its obligations, or transfer or assign the benefit of the whole or any part of the Contract.

11. PAYMENT

- 11.1. All invoices shall be submitted electronically via Vendors@Gov at <https://www.vendors.gov.sg> with the Sub-BU code as indicated in the Invoicing Instruction, or such other submission system as approved by the Board. All original delivery orders (if any) shall be furnished to the Board during delivery, otherwise it shall be sent to 238B Thomson Road #08-00 Tower B Novena Square, Singapore 307685 and attention to the Board's contact person as indicated in this ITQ notice.
- 11.2. The Board will make payment within **thirty (30) days** from the date of e-invoice subject to the satisfactory receipt of Goods by the Board or commissioning of the Goods (whichever is later) or satisfactory completion of the Services in accordance with the Specifications, provided that no payment shall be considered as evidence of quality of any Goods and Services to which such payments relate nor shall it relieve the Contractor from his responsibilities under **Clause 3.2 or 3.3**.
- 11.3. Where delivery is by consignments, payment shall be made within **thirty (30) days** after the delivery of each consignment and the receipts of the documents referred to in **Clause 3.1**.

12. APPLICABLE LAW

- 12.1. All quotations submitted pursuant to this ITQ, the Contract and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.
- 12.2. For the avoidance of doubt, until the Board issues a Letter of Acceptance, an Order, or Purchase Order, this document (i) is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Goods and/or Service from any Supplier; and (ii) shall not be construed as providing or implying that a contract will be entered into with any supplier
- 12.3. Notwithstanding anything in this Contract, in the event of any dispute, controversy or claim arising out of or relating to this 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.

12.4. A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with **Clause 12.3**.

12.5. Failure to comply with either **Clause 12.3** or **12.4** or both shall be deemed to be a breach of contract.

13. RIGHTS OF THIRD PARTIES

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

14. TAXES, FEES AND DUTIES

14.1. The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Contractor or its employees in carrying out its obligations under the Contract.

14.2. If the Board receives a request from the tax authorities or otherwise decides to pay on behalf of the Contractor or the Contractor's employees, or to withhold payments from the Contractor in order that the Board may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments ("**Taxes**"), the Contractor hereby agrees that the Board may deduct such Taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.

14.3. For the avoidance of doubt, in the event that withholding taxes are imposed by the tax authorities on any payments due under the Contract, the Contractor shall bear all such withholding taxes and the Board may deduct such taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.

14.4. In the event that the Board is required under the laws of Singapore to pay the tax authority withholding taxes on any payments that have been made by the Board to the Contractor under this Contract and the Board had not deducted such sum from the payment so made to the Contractor, the Contractor shall reimburse the Board for the full amount of such withholding tax paid by the Board to the tax authority, within **thirty (30) days** of the Board's written request to the Contractor.

15. DURATION OF CONTRACT

15.1. This Contract shall commence on the date stated in the Letter of Acceptance and shall remain in force upon the complete performance of all obligations under this Contract, as certified in writing by the Board to the Contractor.

16. OPTION TO PURCHASE

16.1. The Contractor grants the Board in respect of each item specified in Part II – Specifications of this Contract (each, an "Option Item"), an option to purchase such Option Item (each, an "Option to Purchase"). Each Option to Purchase shall be

exercisable by written notice given by the Board to the Contractor (“Purchase Order”) at any time throughout the duration of Contract.

16.2. If the Board exercises the Option to Purchase, references to “Goods” or “Services” in the Contract shall include the Option Item in respect of which such Option to Purchase was exercised.

16.3. Each Option to Purchase may be exercised one or more times, at the Board’s sole discretion.

16.4. All such Purchase Orders shall clearly state the details and nature of the Option Items to be supplied, the timelines for the Option Items to be delivered or performed by and shall also state the amount, calculated at the rates in the Contract that shall become due to the Contractor on the satisfactory completion of all the Option Items specified in such Purchase Order.

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PART II – SPECIFICATIONS

1. OBJECTIVE

1.1 The Board invites Suppliers to submit quote for Healthy Food Vending Machine at CPF Novena Tower A Level 8.

2. REQUIREMENTS

2.1 The contract period for the supply of healthy food vending machine to CPF Board is for a period of 6 months with an option to extend for another 6 months.

2.2 The Contractor shall grant the Board the option to extend the Contract for a further period of 6 months with effect from the date of expiry of the Contract. The Board shall give the Contractor prior written notice of at least 2 weeks should the Contract be extended.

2.3 The Contractor shall propose vending machine/s supplying food from both or either of the following category :

- (i) Healthy meals (e.g salad, sandwiches, ready prepared meals); and / or
- (ii) Healthy snacks (e.g. nuts, fruits)

2.4 The vending machine is solely used by the Board’s staff, vendors and invited guests.

2.5 The payments for the food are to be co-shared between the staff and the Board. The Contractor must be able to configure the vending machine to suit the Board’s need based on the charging model stated in Table 1.

Table 1: Charging Model

Timing	Payment
From 7am to 6:59pm (Mon to Sun)	Staff will pay for the food dispensed from the vending machine.
From 7pm to 6:59am (Mon to Sun)	Staff will be able to dispense the food free of charge after tapping the corporate access card on the machine. At the end of each month, the Contractor shall provide the Board an invoice detailing all the transactions within this period and the Board will pay for the food dispensed from the vending machine.

2.6 The price of the food including condiments shall be fixed as quoted in the Price Schedule (Annex B) throughout the contract period, including any extended period if exercised by the Board pursuant to clause 2.2 of the Specifications.

2.7 The Board shall be able to choose the type of food that are to be included in the vending machine at its own discretion and the Contractor shall provide the required items accordingly. If any of the items are not available, the Contractor shall provide replacement items of equivalent value after seeking the Board’s approval.

- 2.8 The space shall be provided rent free to the Contractor and the Board shall pay for utility charges arising from the normal operation of the vending machine.
- 2.9 The Board may, at its sole discretion, reduce or increase the number of vending machines depending on consumption patterns during the Contract Period. The Contractor shall not impose any penalty or claims against the Board for any alterations in the number of vending machines at the office locations during the Contract Period.
- 2.10 The delivery and replenishment of food shall be set on a daily basis for fresh upkeep.

3. SPECIFICATIONS

- 3.1 The food vending machine operations with (1) temperature control requirement and/or (2) food processing within the vending machine must be licensed in order to operate. The Contractor should be issued with a food vending machine license by SFA and also abide with the guidelines on food hygiene set out by SFA to ensure that the food served is wholesome and safe for consumption.
- 3.2 The Contractor shall comply with the following licensing requirements and these should have been verified through a pre-licensing check by SFA:

3.2.1 Compliant to Local Authorities

The Contractor shall apply, obtain and provide all necessary licensing to operate in pursuant to the code of practice by relevant local authorities (e.g SFA) for the operation of the vending machine and the sale of food at their own cost.

3.2.2 Design and Structure

- a) The vending machine shall be designed and fabricated to facilitate regular cleaning.
- b) All parts of the vending machine which come into contact with the food shall be constructed of impervious material.
- c) The doors or access opening to the machine shall be tight-fitting so as to prevent the entry of any pests, vectors, dusts and/or other contaminants.
- d) All service connections through an exterior wall of the machine, including water, gas, electrical & refrigeration connections shall be well fitted without any gap to prevent entrance of insect and rodents.
- e) All ventilation louvers or openings into vending machines shall be effectively screened.
- f) The Contractor shall inspect and maintain all pipe work and connections and ensure that all pipes are checked for signs of wear and tear to prevent leakage.

- g) There shall be a provision of containers, for the collection of drips, spillage or overflow, within all machines dispensing drinks/liquid ingredients. These containers shall be cleaned and disposed regularly by the Contractor.
- h) Dispensing compartment of the machine shall be equipped with tight-fitting, self-closing covers or doors which are kept closed except when food is being retrieved.
- i) The vending machine shall have a thermometer or a suitable temperature measuring device installed. Temperature reading shall be made available on the exterior of the machine or visible from exterior for monitoring purpose.
- j) Where external water source is required, water must be obtained from sources approved by PUB.
- k) The vending machine shall have an automatic shut-down system that prevents the dispensing of food when the storage conditions deviate from the control e.g. temperature. This shall include, but not limited, to situations such as power failure.
- l) Name and contact details (email or contact number) of operator, and SFA licence number must be displayed on the machine.

3.3.3 Food Hygiene

- a) The vending machine is used solely for the sale of food. The Contractor shall ensure, in relation to the vending machines and all items sold and dispensed by the vending machines, that all prevailing hygiene and safety standards are complied with to the fullest.
- b) Approved source(s) of food on sale is strictly limited to SFA-licensed food operations including central kitchens, SFA-approved imported food and SFA-licensed food catering operation only. The list of food items on sale shall be communicated to SFA and confined to those items. Sale of home-cooked food is strictly not permitted.
- c) If the vending machine is used for dispensing pre-packed food, such food shall be pre-packed in a licensed food premises. All food shall be properly packaged to prevent contamination and leakage. The pre-packed food shall be dispensed from the machine in its original packaging. All food shall be handled, transported and dispensed in a hygienic manner.
- d) Food that is likely to be affected by change in temperature shall be maintained at appropriate temperatures during storage in the vending machine. Frozen meat and seafood shall be maintained at -12 Degree Celsius or below, chilled food at below Degree Celsius and hot foods at no less than 60 Degree Celsius.
- e) If condiments come along with the food dispensed from the machine, they shall be packed in individual packaging.

- f) Production date and consume-by date of the pre-packed food shall be clearly indicated on the packaging.
- g) The Contractor shall ensure that all items sold and dispensed by the vending machines are sold and dispensed before their expiry or sell-by dates and to remove all items which remain unsold and undispensed from the Machines at least one (1) day before their expiry or sell-by dates. Expired food, damaged food, and food waste shall be placed in an enclosed container for disposal. The personnel responsible for delivery, loading, cleaning and self-inspection shall follow good hygiene practices.
- h) Should any incidence of food poisoning occur, the Board shall have the right to, upon issuance of a notice to the Contractor, suspend the operation of the Contract in relation to the Contractor (in addition to and without prejudice to all other rights or remedies available) in the event that any of the Contractor's Licences issued by the relevant licensing authority (including without limitation to Singapore Food Agency) is suspended.
- i) If the Board suspends the operation of the Contract pursuant to Clause (h), the Board shall be entitled to publish or disseminate information on the suspension to the affected customer.
- j) If the food poisoning symptoms are found to have resulted from consumption of the food provided by the Contractor, the Contractor is deemed to have defaulted in its performance of the Contract. In addition to and without prejudice to all rights or remedies available to the Board for the Contractor's default, the Board will suspend the operation of the vending machine. If the Contractor is found not to be responsible for the cause of the food poisoning, the Board shall lift the suspension without being liable to the Contractor for any damages or compensation.
- k) For the avoidance of doubt, the Board shall not be liable to the Contractor or any third parties for any incidental, consequential, exemplary, direct or indirect damages or compensation, including but not limited to special or economic losses, potential or lost profits or business revenue, anticipated savings, goodwill or reputation losses or any other losses, damages or anything else whatsoever and howsoever arising from or relating to the exercise by the Board of any rights pursuant to this Clause.

4. RESPONSIBILITY OF THE CONTRACTOR

- 4.1 The Contractor shall install the vending machine at the spaces designated by the Board during the Contract Period and the cost of supply, installation, repair, relocation and removal of the vending machines shall be borne fully by the Contractor.
- 4.2 The Contractor shall monitor consumption and replenish the vending machines to meet demand. The trips shall be conducted on weekdays.

- 4.3 The Contractor shall make its own arrangements to collect the revenue from the vending machine on a regular basis. The Board shall not be made liable for any loss of revenue from the vending machines, or for any defect or spoilt vending machines.
- 4.4 The Contractor shall arrange his own transport at his own costs to provide the services required under the contract.
- 4.5 The Contractor shall submit to the Board, a monthly statement of the recorded meter-reading i.e. sales for the month, for each of the vending machines. The Contractor shall also submit to the Board, a monthly report showing a breakdown of the consumption of food, in quantity and cost, of each of the vending machines.
- 4.6 The Contractor shall, at its own costs, remove the vending machines and all pipes, fittings and accessories from the Board's premises upon the expiration or early termination of this Contract for any reason whatsoever.
- 4.7 The Contractor shall be responsible for and make good any damage or losses arising out of the installation, removal, operation or presence of the vending machines, including but not limiting to damages caused by leakage or negligence of the Contractor's workers in maintenance of the vending machines, and to indemnify the Board-against all damages or losses and claims arising therefrom.

5. MAINTENANCE

- 5.1 Comprehensive maintenance of the vending machines shall be provided by the Contractor at no charge to the Board. Repair and maintenance of vending machine will be provided promptly on monthly basis and as when operational required.
- 5.2 The Contractor shall within three (3) Working Days after receiving notice of a faulty vending machine, dispatch competent personnel to investigate and rectify the fault. The Contractor shall at his own expense carry out any necessary repairs or replacement of faulty parts and put the vending machine into service again. In the event that the vending machine has to be removed for repairs, the Contractor shall within the next Working Day or any other date approved by the Board, provide an equivalent vending machine as a replacement at no extra charge to the Board.
- 5.3 The Contractor shall keep and maintain the vending machines in a safe, efficient and operable condition and ensure the stability of all vending machines to prevent toppling.
- 5.4 The Contractor shall keep the vending machines in the fullest possible hygienic condition and ensure that the vending machines is properly cleaned and sealed to avoid pest control problems and in good working conditions at all times.
- 5.5 A record shall be maintained by the operator for each machine and made available at the time of inspection and shall be current for at least the past 30 days.
- 5.6 Any person employed for replenishing vending machines with in-machine preparation shall be certified food handlers to ensure proper food handling and cleaning of equipment in contact with food.

5.7 Implement the First-In-First-Out (FIFO) stock rotation system to help ensure food products are safe for consumption. This FIFO system will require the Contractor to place items on shelves such that the oldest items will be used first.

6. PRECAUTIONARY MEASURES

6.1 During installation, it shall be the responsibility of the Contractor to ensure the safety of his workmen and other personnel within the Contract Area.

6.2 The Contractor must confirm with the Board the exact location for the installation of the vending machine(s).

6.3 During installation or maintenance, the Contractor shall ensure that sufficient warning signs are displayed.

6.4 The Contractor shall ensure that all floor finishes of the Board are protected from damage during installation and maintenance. The Contractor shall make good all works damaged.

7. HEALTHIER CHOICE

7.1 The Contractor is encouraged to include healthier ingredients (wholegrains, healthier oils, lower-sodium) and preferably food products that is labelled with healthy choice symbol in their food items.

7.2 For supply of beverages, the contractor hereby agrees:

- a) to comply with the Health Promotion Board’s Healthier Drinks Policy (“the Policy”) in relation to any Drinks sold or supplied pursuant to this Contract/on the Premises herein described;
- b) that the Board and any party authorised by it, shall be entitled to conduct such checks (including unscheduled checks at and on the Premises) and obtain such information as may be necessary to verify the Contractor’s compliance with the Policy; and
- c) that breach of the Policy will amount to a breach of this Contract.

8. MODE OF PAYMENTS

8.1 The vending machine shall allow for different payment types based on the charging model shown in Table 1 below.

Table 1: Charging Model

Timing	Payment
From 7am to 6.59pm (Mon to Sun)	Staff will pay for the food dispensed from the vending machine.
From 7pm to 6.59am (Mon to Sun)	Staff will be able to dispense the food free of charge after tapping the corporate access card on the machine. At the end of each month, the

	Contractor will provide the Board an invoice detailing all the transactions within this period and the Board will pay for the food dispensed from the vending machine.
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- 8.2 The Contractor shall list the mode of payment available for staff's cash/cashless payment.
- 8.3 The Contractor shall program the Board's staff pass to be compatible with the machine for dispensing of food items after 7pm (Mon to Sun).
- 8.4 The timing indicated under Table 1 shall be subject to changes as and when required by the Board. Upon instructions by the Board, the contractor shall program to a new timing at no additional cost to the Board.

9. SALES TRANSACTIONS AND PAYMENT INVOICES

- 9.1 The Contractor is required to provide 2 monthly consumption report detailing the transactions from:
 - i) 7am to 6:59pm (Mon to Sun); and
 - ii) 7pm to 6:59am (Mon to Sun)
- 9.2 The report should minimally include details such as:
 - a) Unique identifier for each machine
 - b) Unique identifier for each staff
 - c) Description of item that was dispensed
 - d) Cost of item
 - e) Amount which was subsidised
 - f) Mode of payment
- 9.3 The consumption report for 7pm to 6:59am (Mon to Sun) should be provided to support the amount to be invoiced by the Contractor each month.

10. PRICING SCHEDULE

- 10.1 The pricing for the food to be sold during the Contract Period are to be quoted in Annex B.

11. MINIMUM CONSUMPTION

- 11.1 If there is any minimum sales target, please indicate the amount in the proposal.
- 11.2 The Board reserves the right to suspend the operation of the vending machines in relation to any government's announcement on the default work from home policy. During such circumstances, the Contractor should not impose any minimum sales targets.

12. WORKING HOURS

- 12.1 Other than urgent calls for repairs/breakdown works, servicing works shall be carried out during Office Hours unless otherwise informed by the Board. Office Hours means the hours between 8.00am and 6:00pm on Mondays to Fridays (excluding public holidays).
- 12.2 Shifting in/removal of vending machines shall only be carried out after Office Hours or at any other timing stated by the Landlord of Novena Square. Any costs relating to the shifting/removal shall be borne by the Contractor.

13. DELIVERY OF VENDING MACHINE

- 13.1 The Contractor is required to deliver the required number of machines within one month as advised by the Board.

14. CONFIDENTIALITY

- 14.1 The Contractor shall ensure all his personnel and those of his subcontractors or agents who are or may be involved in the execution of his obligations under this Contract complies with the provision of the *Official Secrets Act*. The Contractor shall ensure all personnel sign the non-disclosure form provided in **Annex C – Undertaking to Safeguard Official Information**.

15. TERMINATION

- 15.1 Termination can be effected by either party by giving three (3) month's prior written notice.

16. SUBMISSION OF QUOTATION

- 16.1 Suppliers are required to include the following with the quotation submission via GeBIZ by the closing date and time:

- a) Price (please submit the price in GeBIZ)
- b) Supplier's Proposal
 - i) Specifications and features of vending machines, including acceptable mode of payments
 - ii) Charging model of the vending machines
 - iii) Minimum Consumption Target (if applicable)
 - iv) Description of process and/or flowchart on the proposed payment approach under Board's subsidy and how the cost of these items could be charged back to the Board
 - v) Sample consumption report
 - vi) Brochures/photographs of vending machine
- c) Annex A – Form of Quotation
- d) Annex B – Price Schedule
- e) Annex C – Undertaking to Safeguard Official Information.

- 16.2 The Supplier shall ensure a complete proposal is submitted to meet the requirements specified in this ITQ. The Board shall be under no obligation to

award this quotation to any supplier and reserves the right to award selected items only. Where the Supplier wishes to propose alternative offers, each offer shall be presented as a separate proposal indicating the costing for the different items.

16.3 The Supplier may propose alternatives to the requirements where the Supplier deems fit, as optional requirements. The prices for all optional requirements shall be provided and itemised separately.

17. EVALUATION CRITERIA

17.1 The offers received will be evaluated against the following criteria:

- a) Ability to comply with Part I - Terms and Conditions and Part II - Specifications fully/substantially.
- b) Completeness of documents in accordance with Paragraph 16 under Part II – Specifications.
- c) The Supplier’s proposal shall be further evaluated based on the criteria listed below:

S/N	Evaluation Criteria	Percentage
1	Quality Criteria i) Variety of items available for selection: 30 % ii) Availability of payment modes: 10%	40%
2	Price Competitiveness and whether there is minimum consumption imposed	60%

17.2 This ITQ may be awarded in whole or in parts up to 2 Contractors supplying different food types.

ANNEX A – FORM OF QUOTATION

TO: CENTRAL PROVIDENT FUND BOARD

RE: QUOTATION No. CFPYD2022QTN003

1. We, _____ (Name of Company in Block Letters) hereby offer and undertake on the acceptance of this quotation to supply the goods and/or services as specified in the Specifications under Part II of your Invitation to Quote (ITQ) and under the Terms and Conditions in Part I of your ITQ.
2. Our quotation is fully consistent with and does not contradict or derogate from anything in Part I – Terms and Conditions of the ITQ or downgrade anything in the Specifications. In the event of the Board’s acceptance of our quotation, we agree that all documents of the ITQ shall form part of a binding agreement between us.
3. We warrant, represent and declare that we are duly authorised to submit, sign this quotation, receive instruction, give any information, accept any contract and act for and on behalf of _____ (Name of Company in Block Letters).

Dated this _____ day of _____, 2022

ANNEX B – PRICE SCHEDULE

Prices reflected in the vending machines shall inclusive of GST. The Supplier shall list the available selection and selling price of food (excluding GST) in the format below:

A) Healthy meals (e.g salad, sandwiches, ready prepared meals); or

S/N	Description	UOM	Unit (\$)	Price
Total Price (Please enter this amount in GeBIZ line item 1)				

B) Healthy snacks (e.g. nuts, fruits)

S/N	Description	UOM	Unit (\$)	Price
Total Price (Please enter this amount in GeBIZ line item 2)				

IMPORTANT TO NOTE:

1. All prices are to be quoted in Singapore dollars.
2. All prices shall exclude GST.

ANNEX C – UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION

(ONLY APPLICABLE TO SUCCESSFUL SUPPLIER. E-MAIL FORMAT TO BE COMPLETED AND SUBMITTED BY ALL THE PERSONNEL WHO WILL BE INVOLVED IN THE PROJECT/CONTRACT.)

From : **Person submitting the undertaking**

To : **CPFEB Project Officer(s) in-charge of the contract**

Subject : **UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION**

Chief Executive Officer
Central Provident Fund Board

UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION

1. My attention has been drawn to the Official Secrets Act (Chapter 213, Revised Edition 2012) and in particular to Section 5 thereof which relates to the Safeguarding of official information.
2. I understand and agree that all official information acquired by me in the course of my work and consultancy with any government department, statutory board or government-owned company is strictly confidential in nature, and is not to be published or communicated by me to any unauthorised person in any form at any time, without the official sanction of the relevant Permanent Secretary or the Chief Executive Officer of the statutory board or government-owned company.
3. I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the Official Secrets Act.
4. I acknowledge that I have been briefed by the Central Provident Fund Board (the “**Board**”) the Board’s security requirements for handling and safeguarding classified information (where applicable), and undertake to carry out duties in accordance with such security requirements

Full Name in BLOCK LETTERS :

Designation :

Name of Company :