

INSTRUCTIONS FOR PROPOSALS

1. DEFINITIONS

- 1.1 All terms referred to in this CFP shall have the meanings ascribed to them in Part 1 Section B – Terms and Conditions, unless otherwise defined herein or the context otherwise requires.
- 1.2 The principles of construction set out in Clause 1.2 of Part 1 Section B – Terms and Conditions shall apply to each document in this CFP.

2. ELIGIBILITY

- 2.1 All Proposers must fulfil the following criteria to be eligible to participate in this CFP:
 - (a) Be a Singapore-registered organisation, which may be a company, association, trade union, non-governmental organisation (NGO), non-profit organisation (NPO) or Consortium;
 - (b) Have, in at least three instances, organised Migrant Worker-centric programmes/initiatives that involved at least 200 Migrant Workers each from January 2020 till date. For avoidance of doubt, events organised by Proposer's Affiliates or members (in the context of association or Consortium) shall be considered as events organised by the Proposer;
 - (c) Not be debarred from participating in public sector tenders. Where a Proposer is debarred after the submission of its Proposal(s), the Proposer shall not be considered for the award of this CFP. If a Proposal is submitted without explicitly mentioning that the Proposer is currently debarred, MOM shall treat the submission of the Proposal as an express continuing declaration by the Proposer that the Proposer is in fact eligible to participate in this CFP and, if such a declaration is discovered to be false, MOM will be entitled to, at any time, rescind any contract entered into pursuant to such a Proposal without MOM being liable therefor in damages or compensation; and
 - (d) Have either attained a bizSAFE Level 1 certification or registered for bizSAFE workshop. A Proposer who has attained a bizSAFE Level 3 certification will have an added advantage over another Proposer who has not in the event that both Proposers obtained the same evaluation scores based on the evaluation criteria in Part 3 of this CFP. To be awarded the CFP, proposers must submit their bizSAFE certification to MOM at the earliest possible opportunity and no later than the award of this CFP. This bizSAFE requirement only applies to registered business entities and not private individuals. For more information on bizSAFE framework, please visit the Workplace Safety and Health Council website at www.tal.sg/wshc.

3. SUBMISSION OF PROPOSALS

3.1 Proposers shall submit their Proposals in accordance with the following mode of submission:

Information or document(s) in Proposals	Mode of Submission	Closing Date and Time (Singapore Time)
1. Part 1: Section A – Instructions for Proposals (i) A copy of the entity's registration with the relevant government agency; (ii) Event declaration, with evidence and testimonials, of at least three instances where MW-centric programmes/initiatives were organised with an attendance of at least 200 MWs each from January 2020 till date; and (iii) A copy of bizSAFE level 1 certification or proof of registration for bizSAFE workshop; 2. Part 4: Annexes comprising: (i) Annex A – Proposal Form (Proposers submitting as a Consortium, kindly refer to Clause 21 – Consortium of Part 1: Instructions for Proposals on additional documents required for submission)	FormSG	12 Jul 2025, 23:59 hr

Part 1: Section A – Instructions for Proposals

(ii)	Annex B – Undertaking to Safeguard Official Information		
(iii)	Annex C – Cost Attribute of Evaluation Criteria		
(iv)	Annex D – Quality Attribute of Evaluation Criteria		

3.2 MOM shall have the right to reject Proposals not submitted in accordance with the mode of submission specified in these Instructions.

3.3 The Proposal must include:

- (a) the Proposal Form fully completed; and
- (b) a mailing address and electronic mail address where any notice to the Proposer in connection with this Call for Proposal can be directed to.

3.4 Proposers shall submit one Proposal per FormSG for each RC of interest. Proposers that are interested in operating two RCs shall submit two separate proposals. All Proposals will be evaluated individually. For avoidance of doubt, please refer to the table immediately below for the number of Proposals to be submitted by Proposers.

Interest	Actions required
Interested to operate <u>one</u> RC only (KBRC or WRC)	Submit one Proposal via FormSG, indicating the interested RC
Interested to operate two RCs only (i.e., not interested to operate only one RC)	Submit two separate Proposals via two FormSGs, one for KBRC and one for WRC
Interested to operate <u>either</u> two RCs or one RC	Submit two separate Proposals via two FormSGs, one for KBRC and one for WRC
Note: Proposers are required to select the respective interest within the FormSG when submitting each Proposal.	

3.5 Proposers that are interested to operate two RCs only (i.e., not interested to operate only one RC) will not be appointed to operate any RC if only one of the proposals attains the highest score. In such a scenario, MOM shall have the right to appoint the Proposer(s) with the next highest score(s) for the respective RCs.

Part 1: Section A – Instructions for Proposals

- 3.6 Proposer shall ensure that each proposal submitted via FormSG is complete as MOM shall only accept the last submitted proposal. MOM shall not make reference to any proposals submitted earlier. For avoidance of doubt, please refer to the table immediately below for an example.

Scenario	Proposal accepted by MOM
<u>Scenario 1</u> • Proposer submitted one proposal for KBRC on 10 Jun 2025 at 13:00hr. • Proposer realised a mistake in the proposal and proceeds to submit another proposal for the same RC, KBRC, on 17 Jun 2025 at 10:00hr. • Proposer did not submit any proposals after 17 Jun 2025, 10:00hr.	MOM shall only accept the proposal submitted on 17 Jun 2025, at 10:00hr. No reference will be made to the proposal submitted on 10 Jun 2025 at 13:00hr.
<u>Scenario 2</u> • Proposer submitted two proposals, one for KBRC and one for WRC on 10 Jun 2025 at 13:00hr. • Proposer realised a mistake in the proposal for KBRC and proceeds to submit another proposal for KBRC on 17 Jun 2025 at 10:00hr. • Proposer did not submit any proposals after 17 Jun 2025, 10:00hr.	MOM shall only accept the proposal submitted on 10 Jun 2025, at 13:00hr for WRC and 17 Jun 2025 10:00hr for KBRC. No reference will be made to the earlier proposal submitted for KBRC on 10 Jun 2025 at 13:00hr.

4. COMPLIANCE WITH INSTRUCTIONS

4.1 Any Proposal which:

- (a) is not submitted according to the instructions contained and, in the form(s) prescribed in this CFP;
- (b) attempts to qualify or vary any provision of this CFP; or
- (c) fails to fully comply with this CFP;

is liable to be rejected.

5. PROPOSAL PERIOD

- 5.1 This Call for Proposal shall be closed on the Closing Date and Time. “**Closing Date and Time**” means the date and time specified in Clause 3.1, or such other date and time as notified by MOM from time to time through MOM’s website. Proposals received after the Closing Date and Time shall be disqualified.

6. VALIDITY PERIOD

- 6.1 Proposals submitted shall remain valid for acceptance for the Validity Period. **“Validity Period”** means a period of six (6) months from the Closing Date and Time, or such longer period as may separately be agreed in writing between the Proposer and MOM.

7. RESPONSIBILITY OF PROPOSER

- 7.1 The Proposer must satisfy itself before submitting any Proposal as to the correctness and sufficiency of its Proposal for the Agreed Purposes, and all matters and things necessary for the proper execution and completion of the Agreed Purposes, including any duty, custom and excise, licence, transport and insurance expense, regardless of whether such matters or things were specifically set out in this CFP.
- 7.2 The Proposer must ensure that its Proposal is complete, and that the information in its Proposal is clearly visible without further action required by MOM. In particular, the Proposer must ensure that all information in any softcopy or spreadsheet or other document is not hidden in rows or otherwise not visible. Any part of the Proposal that is not clearly visible without further action required by MOM may be excluded from the Proposal and may not be considered in the evaluation of such Proposal.
- 7.3 The Proposer shall be deemed to have been thoroughly acquainted by its own independent observations and enquiries as to all matters which can in any way influence its Proposed Grant Amount.
- 7.4 The Proposer shall quote in its Proposal the all-in firm Proposed Grant Amount in Singapore Dollars.
- 7.5 The Proposer shall notify MOM in writing of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the documents in this CFP and seek clarification about the same from MOM before 29 Jun 2025, 23:59hr.
- 7.6 No oral representation shall be:
- (a) binding on MOM; or
 - (b) construed as modifying or varying any of the provisions in this CFP.
- 7.7 Proposals received after the Proposal Closing Date and Time shall be disqualified.

8. WITHDRAWAL OF PROPOSAL

- 8.1 Any Proposer who withdraws their proposal(s) after the Closing Date and Time, in addition to any remedy which MOM may have against it, may be liable to be debarred from future public sector contracts. For avoidance of doubt, MOM shall have the right to appoint the Proposer(s) with the next highest score(s) for the respective RCs.

9. ACCEPTANCE OF PROPOSAL

- 9.1 This Call for Proposal is not an offer. Until and unless the Proposal is accepted by MOM, there is no contract (express or implied) between the Proposer and MOM.
- 9.2 MOM shall be under no obligation to accept any Proposal.
- 9.3 MOM may accept the whole or any part(s) of the Proposal as it may decide, unless the Proposer expressly stipulates in its Proposal that certain parts of the Proposal are to be treated as indivisible.
- 9.4 The issuance by MOM of a Letter of Acceptance accepting the Proposal or part of the Proposal shall create a binding contract (to the extent accepted by MOM) between MOM and the Proposer. Part 1 Section B – Terms and Conditions shall apply to such a contract.
- 9.5 A Letter of Acceptance may be issued to a successful Proposer by hand, email or post to the address specified in its Proposal. Such issuance of the Letter of Acceptance by hand, email or post shall be deemed effective communication of acceptance.
- 9.6 The successful Proposer shall execute a Funding Agreement and Master Tenancy Agreement in respect of the Proposal to operate KBRC, WRC, or both, in the form as at **Schedule 1** and **Schedule 2** of this CFP respectively without modification, and the successful Proposer must do so within the timeline stated in Clause 2.1 of Part 1 Section B – Terms and Conditions. In the event that the successful Proposal is submitted by a duly authorised agent of the Proposer, the Funding Agreement and Master Tenancy Agreement are to be executed by its principal.
- 9.7 MOM shall have the right to accept the Proposals of one or more Proposers for the operations of KBRC and/or WRC.
- 9.8 Proposals submitted by the Proposer and accepted by MOM shall constitute the Proposer's legally binding obligations to be fulfilled throughout the duration of the Funding Agreement.

10. SITE DRAWING

- 10.1 Detailed site drawing for the respective RC in this Call for Proposal will only be available for Proposers that attended the mandatory briefing session and site visit to the respective RC.

11. DEMONSTRATION OF CLAIMED CAPABILITIES

- 11.1 At the request of MOM, the Proposer must, at its own expense, prepare and conduct locally, demonstrations or presentations to substantiate the capabilities described by the Proposer in its Proposal.

Part 1: Section A – Instructions for Proposals

- 11.2 MOM is entitled to require the Proposer to make available all necessary information and equipment to enable the Proposer to demonstrate the claims in its Proposals.

12. LANGUAGE

- 12.1 The Proposal and all supporting data and all documentation to be supplied by the Proposer must be written in readily comprehensible English language.

13. CONFIDENTIALITY

- 13.1 Except with the prior consent in writing of MOM, the Proposer must not disclose to any person (other than employees, sub-contractors, suppliers or agents on a “need-to-know” basis for the purposes of preparing or submitting a Proposal or subsequent clarifications) this CFP, or any of its provisions, or any specification, plan, drawing, pattern, sample or information issued by MOM in connection with this CFP.
- 13.2 MOM may require an unsuccessful Proposer to return or destroy any specifications, plans, drawings, patterns, samples or information issued by MOM in connection with this Call for Proposal.
- 13.3 Where MOM requires any information or document to be returned or destroyed, the Proposer must provide written confirmation of such return or destruction to MOM no later than seven (7) Working Days after MOM’s notification, and where required by MOM, provide satisfactory proof of such destruction.

14. OWNERSHIP OF PROPOSAL DOCUMENTS

- 14.1 All documents submitted by the Proposer in response to this CFP shall become the property of MOM. However, intellectual property in the information contained in the Proposal shall remain vested in the Proposer. This Clause 14.1 is without prejudice to any provision to the contrary in any subsequent agreement between the Proposer and MOM.

15. ALTERATION, ERASURES OR ILLEGIBILITY

- 15.1 A Proposal bearing any amendment or erasure (other than amendments made by the Proposer itself which are initialled by the Proposer), or in which any information is not legibly stated, is liable to be rejected.

16. MOM’S CLARIFICATIONS ON PROPOSER’S PROPOSAL

- 16.1 In the event that MOM seeks clarification on any aspect of the Proposer’s Proposal, the Proposer must provide full and comprehensive responses within seven (7) days of notification.

17. EXPENSE OF PROPOSER

- 17.1 In no case will any expense incurred by the Proposer in the preparation or submission of its Proposal or subsequent clarifications be borne by MOM.

18. GOVERNING LAW AND JURISDICTION

- 18.1 All Proposals submitted pursuant to this CFP and all matters arising out of this CFP shall be governed by the laws of the Republic of Singapore.
- 18.2 Subject to any applicable written law, Clause 7 (Dispute Resolution) of Part 1 Section B – Terms and Conditions shall apply *mutatis mutandis* (with the necessary changes) to all disputes and claims arising out of or relating to this CFP.

19. OWNERSHIP STATUS OF PROPOSER

- 19.1 The Proposer must provide in its Proposal full information on the name and address of any person, company or corporation which Controls the Proposer.

20. SHORTLISTING PROPOSERS

- 20.1 MOM shall have the right to shortlist Proposers in accordance with the criteria set forth in this CFP, and give those so shortlisted the opportunity to submit new or amended Proposals on the basis of MOM’s revised requirements, in accordance with a common deadline.
- 20.2 Proposals received based on the firm and updated requirements shall form the basis of the final proposal evaluation. The Proposals received in the final round must be complete and comprehensive and shall over-ride all Proposals previously submitted. The final Proposal must not make references to previous Proposals. All Proposals received in the previous rounds shall be treated as lapsed. Such final Proposals must be submitted as instructed by MOM.

21. CONSORTIUM

- 21.1 In this Call for Proposal, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.
- 21.2 The following shall apply if a Proposal is submitted by a Consortium:

Part 1: Section A – Instructions for Proposals

- (a) each member of the Consortium must be a business organisation duly organised, existing and registered under the laws of its country of domicile;
- (b) the Proposal must be submitted by the lead member of the Consortium ("**Lead Member**");
- (c) after the submission of the Proposal, any introduction of, or changes to, Consortium membership must be approved in writing by MOM. Changes made without MOM's written approval may render the Proposal liable to be rejected;
- (d) the following documents must be submitted with the Proposal:
 - (i) a certified copy of the consortium or partnership agreement, signed by all members of the Consortium, the terms of which must include the terms set out in **Clause 10 Consortium** of the Terms and Conditions;
 - (ii) documentary proof that the Lead Member is authorised by all members of the Consortium to submit and sign the Proposal, receive instruction, give any information, accept any agreement and act for and on behalf of all the members of the Consortium. The documentary proof can be in the form of:
 - (A) relevant provision(s) in the certified copy of the consortium or partnership agreement; or
 - (B) certified copies of powers of attorney from each member of the Consortium;
- (e) 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 MOM may send any notice, request, clarification or correspondence;
- (f) if MOM issues a Letter of Acceptance to a Consortium:
 - (i) the Letter of Acceptance may be issued through email or posted to the address of the Lead Member of the Consortium given in the Proposal;
 - (ii) the issuance by MOM of a Letter of Acceptance shall create a binding contract on all the members of the Consortium;

- (iii) each member of the Consortium shall be jointly and severally responsible to MOM for the due performance of the Contract, the Funding Agreement and the Master Tenancy Agreement;
- (iv) as and when requested by MOM, all members of the Consortium must sign a Funding Agreement and Master Tenancy Agreement in the form set out in Schedule 1 and Schedule 2 of this CFP respectively with MOM. Further, the Consortium's Proposal together with MOM's Letter of Acceptance, shall constitute a contract binding on all the members of the Consortium; and
- (v) in the event that any member of the Consortium withdraws from the Consortium or is wound up or dissolved, or is adjudicated as insolvent or bankrupt by a duly constituted judicial tribunal, or goes into liquidation in accordance with the laws of the country of incorporation, the remaining member(s) of the Consortium must carry out and complete the Contract, the Funding Agreement or the Master Tenancy Agreement.

22. CORRIGENDA TO CALL FOR PROPOSAL

- 22.1 MOM shall have the right to amend any terms in, or to issue supplementary terms to this CFP at any time prior to the Closing Date and Time.

23. DISCLAIMER AND LIMITATION OF LIABILITY

- 23.1 This CFP may not contain all the information which Proposers may require. Proposers should therefore make their own inquiries and seek such clarifications they think necessary. MOM shall not be liable to any Proposer for any information in this CFP which is incomplete or inaccurate.
- 23.2 MOM shall not be liable for any loss of profit or indirect or consequential Losses arising from or in connection with any act or omission by MOM in relation to this CFP, including the conduct of this Call For Proposal, the consideration or evaluation of any Proposal or the acceptance of any Proposal. Any liability shall be limited to the costs of preparing and submitting the Proposal reasonably incurred by the Proposer only.