

MHA 191/9/4/202

10 Oct 2016



To Whom It May Concern

Dear Sir/Madam,

TENDER NO. HOMHQ0ETT16000310: SUPPLY AND MAINTENANCE OF LABORATORY ANALYTICAL AND MONITORING EQUIPMENT

We are pleased to invite you to tender for the provision of the above-mentioned goods required by the Ministry of Home Affairs.

2 The following tender documents are enclosed:

Section I : Instructions to Tenderers
Section IIA : Conditions of Contract (Goods)
Section IIB : Conditions of Contract (Services)
Section III : Scope of Requirements

3 For clarification on Sections I to II, please contact:

Ms Pauline Yeng
Procurement & Logistics Division
New Phoenix Park, Tower M
28 Irrawaddy Road
Singapore 329560
Tel: 64787569
Email: Yeng_Swee_Lien@mha.gov.sg

4 For clarification on Section III, please contact:

Dr Peter Chua
Office of the Chief Science and Technology Officer
Ministry of Home Affairs
Tel: 6897 7467
Email: Peter_Chua@mha.gov.sg

Yours faithfully,

<This is an electronic document. No signature is required>

Goh Tze Ching
Deputy Director, Procurement
Procurement & Logistics Division
Ministry of Home Affairs

SECTION I

INSTRUCTIONS TO TENDERERS

CONTENTS

1. DEFINITIONS
2. EVALUATION CRITERIA
3. ELIGIBILITY
4. SUBMISSION OF TENDER
5. COMPLIANCE WITH INSTRUCTIONS
6. VALIDITY PERIOD
7. WITHDRAWAL OF TENDER
8. COMPLIANCE WITH PART NUMBERS
9. COMPLIANCE WITH SCOPE OF REQUIREMENTS
10. ACCEPTANCE OF TENDER
11. COPIES OF TENDER
12. SAMPLES
13. SPECIFICATIONS, PATTERNS, SAMPLES OR DRAWINGS
14. LANGUAGE
15. EXPORT APPROVAL
16. CONFIDENTIALITY
17. OWNERSHIP OF TENDER DOCUMENTS
18. ALTERATIONS, ERASURES OR ILLEGIBILITY
19. AUTHORITY'S CLARIFICATIONS OF THE TENDERER'S PROPOSAL
20. EXPENSE OF TENDERER
21. GOODS AND SERVICES TAX (GST)
22. GOODS AND SERVICE TAX (GST) REGISTRATION
23. NOTIFICATION
24. APPLICABLE LAW
25. OWNERSHIP STATUS OF TENDERER
26. SHORTLISTING TENDERERS
27. INFORMATION ON PARTICULARS OF COMPANY DIRECTORS/PARTNERS
28. CONSORTIUM
29. CORRIGENDA TO INVITATION TO TENDER
30. DISCLAIMER
31. PRICE BASIS

APPENDIX

Appendix 1 - FORM OF TENDER

Appendix 2 - COMPLIANCE TO CONDITION OF CONTRACT

Appendix 3 - COMPLIANCE TO SCOPE OF REQUIREMENTS

Appendix 4 - DECLARATION OF GST

Appendix 5 - COMPANY INFORMATION AND DECLARATION FORM

I PARTICULARS OF COMPANY AND DIRECTORS/PARTNERS

II DECLARATION OF GOVERNMENT'S EQUITY PARTICIPATION

Appendix 6 - PERFORMANCE BOND (TEMPLATE) - FOR GOODS

Appendix 7 - PERFORMANCE BOND (TEMPLATE) - FOR SERVICES

1 Definitions

Throughout this invitation to Tender and any resultant Contract, unless the context otherwise requires, the following definitions shall apply:

- a “Invitation to Tender” means the invitation to participate in this Tender and comprises all tender documents forwarded to the Tenderer inclusive of the Covering Letter, Form of Tender, Instructions to Tenderer, Conditions of Contract, Requirement Specifications, Evaluation Criteria, and any other documents and forms enclosed.
- b “Contract” means any resultant contract and its Annexes between the Authority and the successful Tenderer.
- c “Contractor” means the successful Tenderer.
- d “Tenderer” means a person or his permitted assigns tendering to provide the Goods and/or Services, and shall be deemed to include two or more persons if appropriate.
- e “Conditions of Contract” also includes such clauses from the Compendium of Additional Clauses as will form part of the Contract.
- f Save as set out above, all other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

2 Evaluation Criteria

- (a) Where the Invitation to Tender specifies evaluation criteria in terms of the financial category and supply category/head required for registration with or certification by any Government Registration Authority (GRA), namely the Expenditure and Procurement Policies Unit (EPPU) of the Ministry of Finance and the Building & Construction Authority (BCA), as the case may be, the evaluation of such criteria will be delegated to the relevant GRA.
- (b) Where a Tenderer’s existing registration with a GRA, which is valid up to the closing date of this Tender, specifies that the Tenderer has met particular criteria in relation to particular financial category and supply category/head, the Authority will regard the Tenderer as having met the criteria specified in the registration for the financial category and supply category/head set out in the registration and in the manner set out in the registration.
- (c) Tenderers who are registered with the relevant GRA, specifying that they have met the criteria for this Tender, must declare their registration status in the manner set out in the Invitation to Tender.
- (d) Tenderers who do not hold a valid registration from the relevant GRA, specifying that they have met the criteria for this Tender are advised to apply for the registration with the relevant GRA at the earliest possible opportunity and declare their registration status in their tenders. Such tenderers should apply for registration with EPPU through Electronic Business (GeBIZ) with effect from 9th

September 2002. The Address for the GeBIZ Homepage is <http://www.gebiz.gov.sg>. If by the closing date of tender, their registration with the relevant GRA is still pending, tenderers should enclose a copy of the receipt for registration fee paid issued by the GRA(s) with their tenders.

3 Eligibility

Any company or business who is currently debarred from participating in Government tenders is not eligible to participate in this Tender. If a tender is submitted without explicitly mentioning that the Tenderer is currently debarred, the Authority shall treat the submission of the tender as an express continuing declaration by the Tenderer that the Tenderer is in fact eligible to participate in this Tender and, if such a declaration is discovered to be false, the Authority will be entitled to rescind any contracts entered into pursuant to such a tender, without the Authority being liable therefor in damages or compensation.

4 Submission of Tender (electronic submission thru GeBIZ)

- 4.1 Tenderers shall submit their tenders in accordance with the following mode(s) of submission:

Information or document(s) in tender	Mode of Submission	Closing Date (Singapore time)
1. Form of Tender 2. Price Schedule 3. Compliance to Conditions of Contract 4. Compliance to Scope of Requirements 5. All other parts of the Tenderer's tender 6. Supporting Documents which include: a) Information on Particulars of Company Directors/ Partners, b) Tenderer's experience and track records, c) Product brochures specifications d) Etc	This shall be submitted to the Authority using GeBIZ.	As specified on GeBIZ website. Form of Tender

- 4.2 Where tenders are to be submitted using GeBIZ, Tenderers shall submit their tenders in accordance with the Terms and Conditions For Use Of The Government Electronic Business (GeBIZ).
- 4.3 Where the Instruction to Tenderers specify that a particular document is to be submitted through GeBIZ, the document may be submitted through GeBIZ without any handwritten signature. The Government shall be entitled to rely on the use or entry of the prescribed Security Device (as defined in the Terms and Conditions For Use Of The

Government Electronic Business) by the Tenderers or its representative(s) as the authorised signature of the Tenderer, as conclusive evidence of the authenticity of the submitted document and the authority of the originator of the submitted document.

- 4.4 Where tenders are to be submitted using tender box, tenders must be submitted in sealed envelopes. When forwarding tenders, the Tenderers shall specify clearly on the top left-hand corner of the envelope (i) the Tender number; (ii) the closing date and time of the tender; (iii) the tender box number (if any) to which the tender must be delivered; and (iv) the name and address of the Tenderer. It will be the responsibility of the Tenderer to ensure delivery into the tender box, which will be in a position accessible to the public. The Authority shall not be held responsible for putting tenders received through the post into the correct tender box by the closing time and date. Every effort, however, will be made by the Authority to promptly convey tenders received through the post into the tender box. Postage must be pre-paid on all tenders sent through the post.
- 4.5 The Authority reserves the right to reject tenders not submitted in accordance with the mode(s) of submission specified in the Instructions To Tenderers.
- 4.6 Any inconsistency or conflict arising between parts of the tenders submitted using GeBIZ and the tender box shall be resolved in favour of the parts submitted through GeBIZ.

5 Compliance with Instructions

Tenders will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the Invitation to Tender. Any tender which attempts to vary the Form of Tender (see **Form of Tender at Appendix 1, Section I**) or Conditions of Contract (See **Compliance to Conditions of Contract at Appendix 2, Section I**) is liable to be rejected. In consideration of the Tenderer agreeing to abide by these instructions in the Invitation to Tender, the Authority shall evaluate the tenders fairly and in accordance with the said instructions.

6 Validity Period

Tenders submitted shall remain valid for acceptance for the Validity Period specified in the Invitation to Tender and during such extension of the period as may afterwards separately be agreed to in writing by the Tenderer at the request of the Authority.

7 Withdrawal of Tender

No Tender may be withdrawn after the closing date prescribed in the Invitation to Tender. Any Tenderer who attempts to do so may, in addition to any remedy which the Authority may have against him, be liable to be debarred from future Government tenders.

8 Compliance with Part Numbers

If the Authority has, in this Invitation to Tender, stated the Part Numbers of the Goods required and the Tenderer wishes to offer an item which does not correspond with any of the stated Part Numbers, the offer by the Tenderer shall, for the purposes of Clause 9 hereof be deemed to be non compliant with technical requirements.

9 Compliance with Scope of Requirements

The Tenderer shall provide explicit responses of compliance or non-compliance to the Scope of Requirements enclosed in this Invitation to Tender (see **Compliance to Scope of Requirements at Appendix 3, Section I**). In the event of any non-compliance with the Scope of Requirements, the Tenderer shall satisfy the Authority (by providing a certification from the manufacturer of the item offered or a copy of the relevant extract from any reputable publication citing clearly its title and edition) that the form, fit and function of the items offered are equivalent to the Goods required and that they are interchangeable. Where the Tenderer fails to satisfy the Authority in the manner above, the tender is liable to be rejected.

10 Acceptance of Tender

- (a) The Authority shall be under no obligation to accept the lowest or any tender. The Authority shall normally not enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a tender.
- (b) The Authority reserves the right, unless the Tenderer expressly stipulates to the contrary in his tender, of accepting such portion of each tender as the Authority may decide.
- (c) The issue by the Authority of a Letter of Acceptance accepting the tender or part of the tender (see paragraph (b) for exception) shall create a binding Contract on the part of the Tenderer to supply to the Authority the Goods and/or Services offered in the tender. The Contract shall be governed by the Conditions of Contract. The Letter of Acceptance will be handed to or posted to the successful Tenderer's address as given in his tender and such handing or posting shall be deemed good service of such notice. The Authority may at its discretion require the Tenderer to sign a written agreement.
- (d) The Letter of Acceptance may be issued:
 - (i) through GeBIZ to the successful Tenderer, or
 - (ii) to the successful Tenderer's address as given in his tender by hand or by post.

Such issuance of the Letter of Acceptance through GeBIZ, by hand or post shall be deemed effective communication of acceptance.

11 Copies of Tender

Where the Instructions to Tenderers specifies tenders are to be submitted using tender box, Tenderers shall submit the tender and supporting brochures/handbooks in the number of sets as specified in the Invitation to Tender. One set is to be marked "Original" and the other sets are to be marked "Copy".

12 Samples

- (a) Where the Invitation to Tender specifies that the samples; e.g. of Goods and/or packages, shall be submitted as evidence of the type and quality of items offered in the Tender, such samples shall be delivered at the site and by the time stipulated in the Invitation to Tender and should be marked clearly with the Tender number, item number and the name of the tenderer. Where samples are required, failure to provide the required samples at the stipulated time may render the tender liable to be disqualified.
- (b) The tenderer shall indicate, when submitting the samples, whether he wishes the samples to be returned. If no indication is given, the Authority shall not be obliged to return any samples to the Tenderer. Notwithstanding the above, risk of loss or damage to the samples shall at all times remain with the Tenderer and where the samples are to be subject to destructive testing, such samples will not be returned to the Tenderer.
- (c) All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to the Authority shall be borne by the Tenderer.

13 Specifications, Patterns, Samples or Drawings

Any specifications, patterns, sample or drawings specified in the Invitation to Tender will be available for inspection by the Tenderer at the address specified on the invitation during normal working hours up to the stipulated time of the closing date of the tender.

14 Language

The tender and all supporting technical data and all documentation to be supplied by the Tenderer shall be written in the English language.

15 Export Approval

The Tenderer shall indicate clearly whether there is any requirement for the Authority to furnish end-user certificates or statements. The Tenderer shall also indicate clearly in his tender if there is a need for the Authority to enter into separate agreement(s) with the Tenderer to satisfy export requirements of the Tenderer's or any foreign government.

16 Confidentiality

- (a) Except with the consent in writing of the Authority, the Tenderer shall not disclose this Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Authority.
- (b) The Authority may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples or instructions issued by the Authority.

17 Ownership of Tender Documents

All documents submitted by the Tenderer in response to this Invitation to Tender shall become the property of the Authority. However, intellectual property in the information contained in the tender submitted by the Tenderer shall remain vested in the Tenderer. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Tenderer and the Authority.

18 Alterations, Erasures or Illegibility

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

19 Authority's Clarifications of the Tenderer's Proposal

In the event that the Authority seeks clarification upon any aspect of the Tenderer's proposal, the Tenderer shall provide full and comprehensive responses within seven (7) days of notification.

20 Expense of Tenderer

In no case will any expense incurred by the Tenderer in the preparation of his tender be borne by the Authority.

21 Goods and Services Tax (GST)

- (a) The Tenderer shall not include in the rates and prices proposed in his tender, the Singapore Goods and Service Tax chargeable for the supply of Goods or Services required in the Tender. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Goods and Services.
- (b) If the Contractor is a taxable person under the GST Act, the Authority will pay the Contractor, in addition to the rates and prices proposed, the GST chargeable on the supply of Goods and Services provided pursuant to this Tender.

22 Goods and Services Tax (GST) Registration

- (a) The Tenderer shall declare his GST status in his tender. He shall clearly indicate whether he is, or whether he will be a taxable person under the GST Act. He shall, if available, furnish the GST registration number to the Authority. The declaration shall be done by filling up the **Declaration of GST at Appendix 4, Section I**
- (b) A Tenderer who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person after the award of the Tender shall forthwith inform the Authority of his change in GST status. He shall be entitled to claim from the Authority any GST charged on the supply of Goods or Services made by him after his change in GST status.

23 Notification

Notification will not necessarily be sent to unsuccessful Tenderers by the Authority.

24 Applicable Law

All tenders submitted pursuant to this Invitation to Tender and the formation of any resulting contracts shall be governed by the Applicable Law Clause in the Conditions of Contract.

25 Ownership Status of Tenderer

The Tenderer shall provide full information on

- (a) the name and address of any person, company or corporation which owns, whether directly or indirectly, at least 50% of the total number of shares in the Tenderer;
- (b) the number, percentage and class of shares held by such person, company or corporation.

26 Shortlisting Tenderers

The Authority reserves the right to shortlist tenderers in accordance with the criteria set forth in the Invitation to Tender; and to give those shortlisted the opportunity to submit new or amended tenders on the basis of the Authority's revised requirements, in accordance with a common deadline.

The tenders received based on the firm and updated requirements shall form the basis of the final tender evaluation. The tenders received in the final round shall be complete and comprehensive, and shall over-ride all tender proposals previously submitted. The final offer shall not make references to previous offers. All the tender proposals received in the previous rounds shall be treated as lapsed. Such final offers shall be submitted in sealed envelopes and deposited in the tender box as instructed.

27 Information on Particulars of Company and Directors/Partners

Tenderer is required to complete the form on **Particulars of the Company and its Director/Partners at Appendix 5, Section I** of this tender.

28 Consortium

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

28.2 The following shall apply if a tender 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 who has been debarred from public sector

tenders.

- (c) After the submission of the tender, any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.
- (d) The following documents must be submitted with this tender:
 - (i) A certified copy of the consortium or partnership agreement, signed by all members of the Consortium,
 - (ii) **The tender is to be submitted by a member of the Consortium ("Lead Member")**. Documentary proof must be provided that the Lead Member is authorised by all members of the Consortium to submit, sign the tender, receive instruction, give any information, accept any contract 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) 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 the Authority may send any notice, request, clarification or correspondence.
- (f) If the Authority awards the Contract to a Consortium:
 - (i) The Letter of Acceptance may be through GeBIZ or handed to or posted to the address of the Lead Member of the Consortium given in the tender.
 - (ii) The issue by the Authority 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 the Authority for the due performance of the Contract.
 - (iv) As and when requested by the Authority, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the Authority. Until the said formal agreement is prepared and executed, the Consortium's tender together with the Authority's Letter of Acceptance, shall constitute a binding Contract on all the members of the Consortium.
 - (v) In the event that any member of the Consortium withdraws from the Consortium or is adjudicated a bankrupt by a duly constituted judicial tribunal, 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 Contract.

29 Corrigenda to Invitation to Tender

The Authority reserves the right to amend any items in, or to issue supplementary terms to the Invitation to Tender at any time prior to the closing date of the Tender.

30 Disclaimer

This Invitation to Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. The Authority shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate. For avoidance of doubt, the “information” mentioned in this paragraph excludes the Conditions of Contract and Scope of Requirements.

31 Price Basis

a. The Tenderer is required to submit his tendered price in Singapore Dollars in addition to any other currencies from the countries as listed below. For tendered prices in foreign currencies, the rate used for conversion to Singapore Dollars for purpose of price evaluation shall be the Interbank Cross Rates published in the Business Times (Singapore) the day before the Tender Closing Date, or the latest available edition before the Tender Closing Date.

Australia	Canada	China	Euro	Hong Kong	India	Indonesia
Japan	Korea	Malaysia	New Zealand	Pakistan	Philippines	South Africa
Switzerland	Taiwan	Thailand	UK	US		

b. The Tenderer is required to stipulate whether the tendered price is a Fixed Price over the whole period of the Contract or is a Variable Price.

c. Where the tendered price is a Variable Price subject to variation over the period of the Contract, the Tenderer must stipulate clearly the price variation formula, the base date of the tendered price and nominated indices, if any, applicable to the price variation formula. Indices nominated must be appropriate, objective, consistent over time, published regularly and readily available. Tenderers are required to provide the appropriate indices of the last three years for the Authority's evaluation of his tendered price.

d. Where the Tenderer is submitting his tendered price on a Variable Price basis, the Tenderer must also submit as an option, the proposal for a Fixed Price over the period of the Contract.

Appendix 1, Section I

FORM OF TENDER

To:
Ministry of Home Affairs
New Phoenix Park
Tower M
28 Irrawaddy Road
Singapore 329560

Name(s) of Tenderer(s):¹
WATERS PACIFIC PTE LTD
Address :
1 SCIENCE PARK ROAD, #02-01
THE CAPRICORN, SINGAPORE SCIENCE
PARK II, SINGAPORE 117528

TENDER NO. HOMHQ0ETT16000310: SUPPLY AND MAINTENANCE OF LABORATORY ANALYTICAL & MONITORING EQUIPMENT

1 We, WATERS PACIFIC PTE LTD² (Name in Block Letters) hereby offer and undertake on the acceptance of this Tender to supply the services as specified in the Scope of Requirements under Section III of your Invitation to Tender and under the Instructions to Tenderer and Conditions of Contract in Section I, II & III of your Invitation to Tender.

2 Our Tender is fully consistent with and does not contradict or derogate from anything in Section I, II & III of your Invitation to Tender or downgrade anything in your Scope of Requirements. You are entitled to reject our Tender if it is inconsistent with or contradict or derogate from anything in Section I & II of your Invitation to Tender or downgrade anything in Section III of your Invitation to Tender.

3 We undertake that we shall as and when required by you to execute with you a formal Agreement in the appropriate form incorporating the Conditions of Contract set out in this Invitation to Tender together with such further terms and conditions, if any, agreed upon between the Government of the Republic of Singapore and us. Until the said Agreement is prepared and executed, this offer together with your written acceptance thereof shall constitute a binding agreement between us.

4 Our offer is valid for **SIX (6) CALENDAR MONTHS** from the closing date of this tender.

5 We agree that as and when requested by the Government of the Republic of Singapore, we shall extend the validity of this offer for one or more periods not exceeding in total **TWO (2) calendar months**.

¹ If the tender is submitted by a consortium, each member of the consortium shall be named.

² If the tender is submitted by a consortium, the Lead Member of the consortium shall submit the tender on behalf of the consortium members. Documentary proof must be provided that the Lead Member is authorised by all members of the consortium to submit, sign the tender, receive instruction, give any information, accept any contract and act for and on behalf of all the members of the consortium. For example, paragraph 1 in this Form of Tender should read "We, (Name of Lead Member), acting for and on behalf of (Name of 1st Member) , (Name of 2nd Member) and (etc – List out Names of remaining Members) ..."

6 A breakdown of the Contract Prices for the requirements is given in the price format attached hereto (See Appendix 1.1 of Section I).

7 We are registered/not registered* with ACRA *Name of Government Registration Authority* under the following supply category/head(s) as specified in the Invitation to Tender:

Supply Category/Head	Financial Category	Expiry
EPU/CMP/10	S10	27/11/2016
EPU/LAB/30	S10	27/11/2016
EPU/LCR/34	S10	27/11/2016

(If the tender is submitted by a consortium, the registration status of every member in the consortium must be listed.)

8 We declare that the WATERS PACIFIC PTE LTD and all of its
(name of company)
directors are currently not debarred from participating in tenders invited by MHA and other Government Ministries/Statutory Boards.

9 We further declare that our sub-contractors namely
SYNERSYS PTE LTD (involving in the following area of work)
(name of subcontractors)

and all of its directors are currently not debarred from participating in tenders invited by MHA and other Government Ministries/Statutory Boards.

S/N	Sub-Contractor Name	Area of Sub-Contract Work
	SYNERSYS PTE LTD	Gas Piping

10 We further undertake (i) to give you any further information which you may require; and (ii) to update you throughout the duration of the Contract in the event of any change in the debarment status of the company and the named sub-contractors.

11 We warrant, represent and declare that we are duly authorised to submit, sign this tender, receive instruction, give any information, accept any contract and act for and on behalf of WATERS PACIFIC PTE LTD³ (Insert Name of firm, company or consortium).

Dated this 21 day of NOVEMBER, 2016

Tenderer's (as ~~*Principal/Agent~~)
Company or Business Registration No⁴:
200512450H
Authorized Signature⁴
Name: JOANNA ANG
Designation: ACCOUNT MANAGER

Tenderer's official
Stamp⁴:

(*Delete whichever is not applicable)

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

³ If the tender is submitted by a consortium, the tender shall be submitted by the Lead Member on behalf of all members of the consortium. Each member of the consortium shall be listed. For example, "... for and on behalf of (Name of 1st Member) , (Name of 2nd Member) and (etc – List out Names of remaining Members) ..."

⁴ The Lead Member's registration number, official stamp and authorised signature must be provided.

Appendix 1.1, Section I

**PRICE SCHEDULE – SUPPLY AND MAINTENANCE OF LABORATORY
ANALYTICAL AND MONITORING EQUIPMENT**

General Notes:

1. Requirement for Security Deposit:
 - a. There are **11 Equipment Lots (supply + associated maintenance)** under this tender. Tenderers may submit offers for 1 or more Equipment Lots and hence would have factored in the costs for raising a PB for all the Equipment Lots they have tendered for.
 - b. **Security Deposit (SD) is required as long as the Combined/Total Tender Offer Value for all the Lot(s) tendered is >\$500,000 under firm requirement and >\$500,000 for option-to-extend requirement, notwithstanding that the Total Value for the Lot(s) awarded to the successful tenderer is <= S\$500,000 for firm and <= S\$500,000 for options.** Please refer to matrix table below on SD requirements. Please refer to matrix table below on SD requirements.

Firm + Option To Extend

- For firm Supply - Performance Bond (PB) amount to be based on 5% of the Supply Contract Value
- For firm post-warranty maintenance – Performance Bond (PB) amount to be based on 5% of the annual contract value for maintenance

Combined/Total Tender Offer Value for all the Equipment Lots tendered (S\$)				Collect SD?	
Firm supply + maintenance (<= \$500K)	Firm supply + maintenance (>\$500K)	Option to purchase (<= \$500K)	Option to purchase (> \$500K)	Firm at Contract signing	Option if exercised (based on option value)
X (eg: S\$350K)		X (eg: S\$200K)		No	
X			X	No	Yes
	X	X		Yes	No
	X			Yes	Yes

2. **There are 11 Equipment Lots (supply + associated maintenance) under this tender. The Authority reserves the right to award the Equipment Lots to different tenderers.**
3. **Tenderers may submit offers for 1 or more Equipment Lots. To be considered for tender award for each Equipment Lot, Tenderers are required to quote for both the firm & optional (if applicable) supply and firm 7-Year post-warranty maintenance for each Equipment Lot as a complete package. Incomplete offer for each Equipment Lot may be disqualified for tender award.**
4. All prices quoted under this tender must be exclusive of prevailing GST.

5. Tenderers shall key their offers into the respective GeBIZ line items, as follows:

Lot No.	Description	Tenderers to enter their offer(s) into the following GeBIZ line item(s)
1	Supply and maintenance of X-Ray Fluorescence Spectrometer	1
2	Supply and maintenance of Ion Chromatography	2
3	Supply and maintenance of Liquid Handler	3
4	Supply and maintenance of Contamination Monitor and Survey Meters	4
5	Supply and maintenance of Gas Chromatography Mass Spectrometry/Mass Spectrometer	5
6	Supply and maintenance of Liquid Chromatography Mass Spectrometry/Mass Spectrometer	6
7	Supply and maintenance of Inductively Coupled Plasma Mass Spectrometer (ICP-MS)	7
8	Supply and maintenance of Rapid DNA Analyser	8
9	Supply and maintenance of Biological Air Sampling System	9
10	Supply and maintenance of Bio-aerosol Sampling System	10
11	Supply and maintenance of Becquerel (BQ) Monitor	11

6. DELIVERY SCHEDULE

- a) For firm purchase quantities:

Lot No.	Equipment	Firm Qty	Delivery date
1	XRF	2	1 Nov-17
2	IC	3	1 Nov-17
3	Liquid Handler	2	1 Nov-17
4	Contamination Monitor	1	2 Jul-18
5	GCMS/MS	1	2 Jul-18
6	LCMS/MS	3	2 Jul-18
7	ICP-MS	1	2 Jul-18
8	Rapid DNA Analyser	2	2Jul-18
9	Bio-air sampling	10	2 Jul-18
10	Bio-aerosol sampling	10	2 Jul-18
11	BQ	3	1 Jul-19

- b) For optional purchase quantities : Within 24 weeks from date of exercise of option(s)

LOT 1 - X-RAY FLUORESCENCE SPECTROMETER
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LOT 1A) FIRM SUPPLY OF X-RAY FLUORESCENCE SPECTROMETER

S/N	Description	Firm Quantity	Unit Price (\$)	Total Price (\$)
1	Supply of X-Ray Fluorescence Spectrometer (XRF)	2 units	\$ NA	\$ NA (A)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year

LOT 1B) OPTIONAL SUPPLY OF X-RAY FLUORESCENCE SPECTROMETER

S/N	Description	Optional Quantity	Applicable Unit Price (\$)		
			Within 1 st year from date of tender award	Within 2 nd year from date of tender award	Within 3 rd year from date of tender award
1	Supply of X-Ray Fluorescence Spectrometer (XRF)	1 unit	\$ NA	\$ NA	\$ NA (B)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year
- 5) Validity of option: Valid for 3 years from date of tender award

LOT 1C) FIRM 7-YEAR POST WARRANTY (PW) NON-COMPREHENSIVE MAINTENANCE OF X-RAY FLUORESCENCE SPECTROMETER

S/N	Description	Firm Qty (a)	Frequency of Servicing	Unit Price (\$) (b)	Total Price (\$) (a)*(b) * 3 units
1	Preventive Maintenance (PM) services for up-to 3 units of X-Ray Fluorescence Spectrometer	3 years (PW Year 1 to 3)	2 times per year per unit	\$ NA for 1 unit per year	\$ NA for 3 units x 3 years
		2 years (PW Year 4 to 5)	2 times per year per unit	\$ NA for 1 unit per year	\$ NA for 2 units x 3 years
		2 years (PW Year 6 to 7)	2 times per year per unit	\$ NA for 1 unit per year	\$ NA for 2 units x 3 years
Total Price					\$ NA (C)

S/N	Description	Firm Qty (a)	Frequency of Servicing	Unit Price (\$) (b)	Total Price (\$) (a)*(b) * 3 units
2	Ad-hoc Corrective Maintenance (CM) for X-Ray Fluorescence Spectrometer	Over 7 years	Tenderers are to fill up the Schedule of Rates for corrective maintenance under Table 1C1 and Table 1C2 (Pay upon utilisation of Goods/Services)		

Notes:

1. The post warranty non-comprehensive maintenance shall commence after the 1 year warranty period
2. Payment terms – For PM, pay on a quarterly basis and upon successful delivery and acceptance of Services. For ad-hoc CM, pay upon successful delivery and acceptance of Goods/ Services.
3. The same set of maintenance contract rates under Table 1C will apply to both the firm supply of X-Ray Fluorescence Spectrometer (under Table 1A) and optional supply of X-Ray Fluorescence Spectrometer (under Table 1B).
4. In the event that the Authority decides to exercise the option for the supply of the additional unit of X-Ray Fluorescence Spectrometer, it shall be packaged with the associated 7-year comprehensive maintenance support.

Summary for Gebiz entry

\$ NA (A) + \$ NA (B) + \$ NA (C)	= \$ NA (Tenderers to enter this total Price for Lot 1 into GeBIZ Line Item 1)
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SCHEDULE OF RATES
(Pay upon utilisation of Goods/Services)

Firm Requirement : Ad-hoc Corrective Maintenance (CM) for X-Ray Fluorescence Spectrometer

Table 1C1: Labour Rates

S/N	Description	Cost	Tenderers to estimate frequency of arising per year
1	Weekdays Office Hours 8am to 6pm (excluding Saturdays, Sundays & Public Holidays)	\$ NA /hour Min NA hours (if applicable)	
2	2-way transportation cost (if maintenance to be done offsite)	\$ NA /round trip	

Table 1C2: Spare Parts and Consumables

(Tenderers are required to fill in the table with the parts required for Corrective Maintenance. Add rows as required)

S/N	Equip ment	Spare Parts and Consumables	*Estimated quantity of spares required <u>per</u> <u>System per</u> <u>year</u>	Unit Price (for post- warranty Year 1 to 3) (\$)	Unit Price (for post- warranty Year 4 & 5) (\$)	Unit Price (for post- warranty Year 6 & 7) (\$)
1	X-Ray Fluores cence Spectro meter					
2						
3			NA			
4						
5						
6						

Notes:

1. ^ Tenderers are to estimate frequency of arising per year
2. * Tenderers are to recommended the yearly quantities required for each type of Spares
3. The Schedule of Rates shall be valid for 7 years upon expiry of the 1 year warranty under the Firm Requirement.

LOT 2 - Ion Chromatography (IC)
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LOT 2A) FIRM SUPPLY OF ION CHROMATOGRAPHY (IC)

S/N	Description	Firm Quantity	Unit Price (S\$)	Total Price (S\$)
1	Supply of Ion Chromatography (IC)	3 units	\$ NA	\$ NA (A)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year

LOT 2B) OPTIONAL SUPPLY OF ION CHROMATOGRAPHY (IC)

S/N	Description	Optional Quantity	Applicable Unit Price (S\$)		
			Within 1 st year from date of tender award	Within 2 nd year from date of tender award	Within 3 rd year from date of tender award
1	Supply of Ion Chromatography (IC)	1 unit	\$ NA	\$ NA	\$ NA (B)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year
- 5) Validity of option: Valid for 3 years from date of tender award

LOT 2C) FIRM 7-YEAR POST WARRANTY (PW) COMPREHENSIVE MAINTENANCE OF ION CHROMATOGRAPHY (IC)

S/N	Description	Firm Quantity (a)	Unit Price (\$) (b)	Total Price (\$) (a)*(b) * 4 units
1	Post Warranty <u>Comprehensive Maintenance</u> for up-to 4 units of Ion Chromatography (IC)	3 years (PW Year 1 to 3)	\$ <u>NA</u> for 1 unit per year	\$ <u>NA</u> for 4 units x 3 years
		2 years (PW Year 4 to 5)	\$ <u>NA</u> for 1 unit per year	\$ <u>NA</u> for 4 units x 3 years
		2 years (PW Year 6 to 7)	\$ <u>NA</u> for 1 unit per year	\$ <u>NA</u> for 4 units x 3 years
Total Price				\$ <u>NA</u> (C)

Notes:

1. Rates quoted shall include all scheduled Preventive Maintenance and adhoc Corrective maintenance (labour, transportation, consumables and replacement parts costs)
2. The post warranty comprehensive maintenance shall commence after the 1 year warranty period
3. Payment terms – Pay on a quarterly basis and upon successful delivery and acceptance of Services.
4. The same set of maintenance contract rates under Table 2C will apply to both the firm supply of IC (under Table 2A) and optional supply of IC (under Table 2B).
5. The 7-year post-warranty comprehensive maintenance is a firm requirement and will commence upon expiry of warranty for the firm 3 units of IC.
6. In the event that the Authority decides to exercise the option for the supply of 1 additional unit of IC, it shall be packaged with the associated 7-year comprehensive maintenance support

Summary for Gebiz entry

\$ NA (A) + \$ NA (B) + \$ NA (C)	NA = \$ (Tenderers to enter this total Price for Lot 2 into GeBIZ Line Item 2)
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LOT 3 - LIQUID HANDLER

LOT 3A) FIRM SUPPLY OF LIQUID HANDLER

S/N	Description	Firm Quantity	Unit Price (\$\$)	Total Price (\$\$)
1	Supply of Liquid Handler	2 units	\$ NA	\$ NA (A)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year

LOT 3B) FIRM 7-YEAR POST WARRANTY COMPREHENSIVE MAINTENANCE OF LIQUID HANDLER

S/N	Description	Firm Quantity (a)	Unit Price (\$) (b)	Total Price (\$) (a)*(b) * 2 units
1	Post Warranty <u>Comprehensive Maintenance</u> for 2 units of Liquid Handler	3 years (PW Year 1 to 3)	\$ <u>NA</u> for 1 unit per year	\$ <u>NA</u> for 2 units x 3 years
		2 years (PW Year 4 to 5)	\$ <u>NA</u> for 1 unit per year	\$ <u>NA</u> for 2 units x 2 years
		2 years (PW Year 6 to 7)	\$ <u>NA</u> for 1 unit per year	\$ <u>NA</u> for 2 units x 2 years
Total Price				\$ <u>NA</u> (B)

Notes:

1. Rates quoted shall include all scheduled Preventive Maintenance and adhoc Corrective maintenance (labour, transportation, consumables and replacement parts costs)
2. The post warranty comprehensive maintenance shall commence after the 1 year warranty period
3. Payment terms – Pay on a quarterly basis and upon successful delivery and acceptance of Services

Summary for Gebiz entry

\$ NA (A) + \$ NA (B)	= \$ NA (Tenderers to enter this total Price for Lot 3 into GeBIZ Line Item 3)
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**LOT 4 - CONTAMINATION MONITOR AND SURVEY
METERS**

LOT 4A) FIRM SUPPLY OF CONTAMINATION MONITOR AND SURVEY METERS

S/N	Description	Firm Quantity	Unit Price (\$)	Total Price (\$)
1	Supply of Contamination Monitor, comprising 1 unit of hand and foot monitoring system with 6 units of radiation contamination survey meters.	1 unit	\$ NA	\$ NA (A)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year

LOT 4B) FIRM 7-YEAR POST WARRANTY COMPREHENSIVE MAINTENANCE OF LIQUID HANDLER

S/N	Description	Firm Quantity (a)	Unit Price (\$) (b)	Total Price (\$) (a)*(b) * 1 unit
1	Post Warranty <u>Comprehensive Maintenance</u> for 1 unit of Contamination Monitor and Survey Meters	3 years (PW Year 1 to 3)	\$ _____ NA _____ for 1 unit per year	\$ _____ NA _____ for 1 unit x 3 years
		2 years (PW Year 4 to 5)	\$ _____ NA _____ for 1 unit per year	\$ _____ NA _____ for 1 unit x 2 years
		2 years (PW Year 6 to 7)	\$ _____ NA _____ for 1 unit per year	\$ _____ NA _____ for 1 unit x 2 years
Total Price				\$ _____ NA _____ (B)

Notes:

1. Rates quoted shall include all scheduled Preventive Maintenance and adhoc Corrective maintenance (labour, transportation, consumables and replacement parts costs)
2. The post warranty comprehensive maintenance shall commence after the 1 year warranty period
3. Payment terms – Pay on a quarterly basis and upon successful delivery and acceptance of Services

Summary for Gebiz entry

\$ NA (A) + \$ NA (B)	= \$ NA (Tenderers to enter this total Price for Lot 4 into GeBIZ Line Item 4)
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LOT 5 - Gas Chromatography Mass Spectrometry/Mass Spectrometer (GCMS/MS)

LOT 5A) FIRM SUPPLY OF GAS CHROMATOGRAPHY MASS SPECTROMETRY/MASS SPECTROMETER (GCMS/MS)

S/N	Description	Firm Quantity	Unit Price (\$\$)	Total Price (\$\$)
1	Supply of Gas Chromatography Mass Spectrometry/Mass Spectrometer (GCMS/MS)	1 unit	\$ NA	\$ NA (A)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year

LOT 5B) OPTIONAL SUPPLY OF GAS CHROMATOGRAPHY MASS SPECTROMETRY/MASS SPECTROMETER (GCMS/MS)

S/N	Description	Optional Quantity	Applicable Unit Price (\$\$)		
			Within 1 st year from date of tender award	Within 2 nd year from date of tender award	Within 3 rd year from date of tender award
1	Supply of Gas Chromatography Mass Spectrometry/Mass Spectrometer (GCMS/MS)	1 unit	\$ NA	\$ NA	\$ NA (B)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year
- 5) Validity of option: Valid for 3 years from date of tender award

LOT 5C) 7-YEAR POST WARRANTY COMPREHENSIVE MAINTENANCE OF GAS CHROMATOGRAPHY MASS SPECTROMETRY/MASS SPECTROMETER (GCMS/MS)

S/N	Description	Firm Quantity (a)	Unit Price (\$) (b)	Total Price (\$) (a)*(b) * 2 units
1	Post Warranty <u>Comprehensive Maintenance</u> for up-to 2 units of Gas Chromatography Mass Spectrometry/Mass Spectrometer (GCMS/MS)	3 years (PW Year 1 to 3)	\$ <u>NA</u> for 1 unit per year	\$ <u>NA</u> for 2 units x 3 years
		2 years (PW Year 4 to 5)	\$ <u>NA</u> for 1 unit per year	\$ <u>NA</u> for 2 units x 2 years
		2 years (PW Year 6 to 7)	\$ <u>NA</u> for 1 unit per year	\$ <u>NA</u> for 2 units x 2 years
Total Price				\$ <u>NA</u> (C)

Notes:

1. Rates quoted shall include all scheduled Preventive Maintenance and adhoc Corrective maintenance (labour, transportation, consumables and replacement parts costs)
2. The post warranty comprehensive maintenance shall commence after the 1 year warranty period
3. Payment terms – Pay on a quarterly basis and upon successful delivery and acceptance of Services
4. The same set of maintenance contract rates under Table 5C will apply to both the firm supply of GCMS/MS (under Table 5A) and optional supply of GCMS/MS (under Table 5B)
5. The 7-year post-warranty comprehensive maintenance is a firm requirement and will commence upon expiry of warranty for the firm 1 set of GCMS/MS.
6. In the event that the Authority decides to exercise the option for the supply of 1 additional unit of GCMS/MS, it shall be packaged with the associated 7-year comprehensive maintenance support.

Summary for Gebiz entry

\$ <u>NA</u> (A) + \$ <u>NA</u> (B) + \$ <u>NA</u> (C)	= \$ <u>NA</u> (Tenderers to enter this total Price for Lot 5 into GeBIZ Line Item 5)
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LOT 6 - Liquid Chromatography Mass Spectrometry/Mass Spectrometer (LCMS/MS)

LOT 6A) FIRM SUPPLY OF LIQUID CHROMATOGRAPHY MASS SPECTROMETRY/MASS SPECTROMETER (LCMS/MS)

S/N	Description	Firm Quantity	Unit Price (S\$)	Total Price (S\$)
1	Supply of Liquid Chromatography Mass Spectrometry/Mass Spectrometer (LCMS/MS)	3 units	\$ <u>818,135.00</u>	<u>\$ 818,135.00</u> (A)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year

LOT 6B) OPTIONAL SUPPLY OF LIQUID CHROMATOGRAPHY MASS SPECTROMETRY/MASS SPECTROMETER (LCMS/MS)

S/N	Description	Optional Quantity	Applicable Unit Price (S\$)		
			Within 1 st year from date of tender award	Within 2 nd year from date of tender award	Within 3 rd year from date of tender award
1	Supply of Liquid Chromatography Mass Spectrometry/Mass Spectrometer (LCMS/MS)	1 unit	\$ <u>818,135.00</u>	\$ <u>818,135.00</u>	\$ <u>818,135.00</u> (B)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year
- 5) Validity of option: Valid for 3 years from date of tender award

LOT 6C) 7-YEAR POST WARRANTY COMPREHENSIVE MAINTENANCE OF LIQUID CHROMATOGRAPHY MASS SPECTROMETRY/MASS SPECTROMETER (LCMS/MS)

S/N	Description	Firm Quantity (a)	Unit Price (\$) (b)	Total Price (\$) (a)*(b) * 4 units
1	Post Warranty <u>Comprehensive Maintenance</u> for up-to 4 units of Liquid Chromatography Mass Spectrometry/Mass Spectrometer (LCMS/MS)	3 years (PW Year 1 to 3)	\$ <u>54,428.13</u> for 1 unit per year	\$ <u>653,137.56</u> for 4 units x 3 years
		2 years (PW Year 4 to 5)	\$ <u>58,270.50</u> for 1 unit per year	\$ <u>466,164.00</u> for 4 units x 2 years
		2 years (PW Year 6 to 7)	\$ <u>58,270.50</u> for 1 unit per year	\$ <u>466,164.00</u> for 4 units x 2 years
Total Price				\$ <u>1,585,465.56</u> (C)

Notes:

1. Rates quoted shall include all scheduled Preventive Maintenance and adhoc Corrective maintenance (labour, transportation, consumables and replacement parts costs)
2. The post warranty comprehensive maintenance shall commence after the 1 year warranty period
3. Payment terms – Pay on a quarterly basis and upon successful delivery and acceptance of Services
4. The same set of maintenance contract rates under Table 6C will apply to both the firm supply of LCMS/MS (under Table 6A) and optional supply of LCMS/MS (under Table 6B).
5. The 7-year post-warranty comprehensive maintenance is a firm requirement and will commence upon expiry of warranty for the firm 3 units of LCMS/MS.
6. In the event that the Authority decides to exercise the option for the supply of 1 additional unit of LCMS/MS, it shall be packaged with the associated 7-year comprehensive maintenance support.

Summary for Gebiz entry

\$ _____ (A) + \$ _____ (B) + \$ <u>1,585,465.56</u> (C)	= \$ _____ (Tenderers to enter this total Price for Lot 6 into GeBIZ Line Item 6)
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LOT 7 - Inductively Coupled Plasma Mass Spectrometer (ICP-MS)
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LOT 7A) FIRM SUPPLY OF INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER (ICP-MS)

S/N	Description	Firm Quantity	Unit Price (\$\$)	Total Price (\$\$)
1	Supply of Inductively Coupled Plasma Mass Spectrometer (ICP-MS)	1 unit	\$ NA	\$ NA (A)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year

LOT 7B) FIRM 7-YEAR POST WARRANTY COMPREHENSIVE MAINTENANCE OF INDUCTIVELY COUPLED PLASMA MASS SPECTROMETER (ICP-MS)

S/N	Description	Firm Quantity (a)	Unit Price (\$) (b)	Total Price (\$) (a)*(b) * 1 unit
1	Post Warranty <u>Comprehensive Maintenance</u> for 1 unit of Inductively Coupled Plasma Mass Spectrometer (ICP-MS)	3 years (PW Year 1 to 3)	\$____ NA _____ for 1 unit per year	\$____ NA _____ for 1 unit x 3 years
		2 years (PW Year 4 to 5)	\$____ NA _____ for 1 unit per year	\$____ NA _____ for 1 unit x 2 years
		2 years (PW Year 6 to 7)	\$____ NA _____ for 1 unit per year	\$____ NA _____ for 1 unit x 2years
Total Price				\$____ NA _____ (B)

Notes:

1. Rates quoted shall include all scheduled Preventive Maintenance and adhoc Corrective maintenance (labour, transportation, consumables and replacement parts costs)
2. The post warranty comprehensive maintenance shall commence after the 1 year warranty period
3. Payment terms – Pay on a quarterly basis and upon successful delivery and acceptance of Services

Summary for Gebiz entry

\$ NA (A) + \$ NA (B)	NA = \$ (Tenderers to enter this total Price for Lot 7 into GeBIZ Line Item 7)
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LOT 8 - Rapid DNA Analyser

LOT 8A) FIRM SUPPLY OF RAPID DNA ANALYSER

S/N	Description	Firm Quantity	Unit Price (\$\$)	Total Price (\$\$)
1	Supply of Rapid DNA Analyser	2 units	\$ NA	\$ NA (A)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year

LOT 8B) FIRM 7-YEAR POST WARRANTY COMPREHENSIVE MAINTENANCE OF RAPID DNA ANALYSER

S/N	Description	Firm Quantity (a)	Unit Price (\$) (b)	Total Price (\$) (a)*(b)*2 units
1	Post Warranty <u>Comprehensive Maintenance</u> for 2 units of Rapid DNA Analyser	3 years (PW Year 1 to 3)	\$_____ NA _____ for 1 unit per year	\$_____ NA _____for 2 units x 3 years
		2 years (PW Year 4 to 5)	\$_____ NA _____ for 1 unit per year	\$_____ NA _____for 2 units x 2 years
		2 years (PW Year 6 to 7)	\$_____ NA _____ for 1 unit per year	\$_____ NA _____for 2 units x 2 years
Total Price				<u>\$_____ NA _____</u> (B)

Notes:

1. Rates quoted shall include all scheduled Preventive Maintenance and adhoc Corrective maintenance (labour, transportation, consumables and replacement parts costs)
2. The post warranty comprehensive maintenance shall commence after the 1 year warranty period
3. Payment terms – Pay on a quarterly basis and upon successful delivery and acceptance of Services

Summary for Gebiz entry

\$ NA (A) + \$ NA (B)	= \$ NA (Tenderers to enter this total Price for Lot 8 into GeBIZ Line Item 8)
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LOT 9 - BIOLOGICAL AIR SAMPLING SYSTEM

LOT 9A) FIRM SUPPLY OF BIOLOGICAL AIR SAMPLING SYSTEM

S/N	Description	Firm Quantity	Unit Price (S\$)	Total Price (S\$)
1	Supply of Biological Air Sampling System	10 units	\$ NA	\$ NA (A)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year

LOT 9B) OPTIONAL SUPPLY OF BIOLOGICAL AIR SAMPLING SYSTEM

S/N	Description	Optional Quantity	Applicable Unit/total Price (S\$)		
			Within 1 st year from date of tender award	Within 2 nd year from date of tender award	Within 3 rd year from date of tender award
1	Supply of Biological Air Sampling System	5 units	\$ NA ea	\$ NA ea	\$ NA ea
			\$ NA (for 5 units)	\$ NA (for 5 units)	\$ NA (for 5 units) (B)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year
- 5) Validity of option: Valid for 3 years from date of tender award

LOT 9C) FIRM 7-YEAR POST WARRANTY (PW) NON-COMPREHENSIVE MAINTENANCE OF BIOLOGICAL AIR SAMPLING SYSTEM

S/N	Description	Firm Qty (a)	Frequency of PM Servicing	Unit Price (\$) (b)	Total Price (\$) (a)*(b) * 15 units
1	Preventive Maintenance (PM) services for up-to 15 units of Biological Air Sampling System	3 years (PW Year 1 to 3)	2 times per year per unit	\$____ NA _____ for 1 unit per year	\$____ NA ____ for 15 units x 3 years
		2 years (PW Year 4 to 5)	2 times per year per unit	\$____ NA _____ for 1 unit per year	\$____ NA ____ for 15 units x 2 years
		2 years (PW Year 6 to 7)	2 times per year per unit	\$____ NA _____ for 1 unit per year	\$____ NA ____ for 15 units x 2 years
Total Price					\$____ NA _____ (C)
2	Ad-hoc Corrective Maintenance (CM) for Biological Air Sampling System	Over 7 years	Tenderers are to fill up the Schedule of Rates for corrective maintenance under Table 9C1 and Table 9C2 (Pay upon utilisation of Goods/Services)		

Notes:

- The 7-year post-warranty Non-Comprehensive maintenance is a firm requirement and will commence upon expiry of warranty for the firm 10 sets of Biological Air Sampling System
- Payment terms – For PM, pay on a quarterly basis and upon successful delivery and acceptance of Services. For ad-hoc CM, pay upon successful delivery and acceptance of Goods/ Services
- The same set of maintenance contract rates under Table 9C will apply to both the firm supply of Biological Air Sampling System (under Table 9A) and optional supply of Biological Air Sampling System (under Table 9B).
- In the event that the Authority decides to exercise the option for the supply of up-to 5 additional units of Biological Air Sampling System, it shall be packaged with the associated 7-year comprehensive maintenance support.

Summary for Gebiz entry

\$ <u>NA</u> (A) + \$ <u>NA</u> (B) + \$ <u>NA</u> (C)	NA = \$ <u>NA</u> (Tenderers to enter this total Price for Lot 9 into GeBIZ Line Item 9)
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SCHEDULE OF RATES
(Pay upon utilisation of Goods/Services)

Firm Requirement : Ad-hoc Corrective Maintenance (CM) for Biological Air Sampling System

Table 9C1: Labour Rates

S/N	Description	Cost	Tenderers to estimate frequency of arising per year
1	Weekdays Office Hours 8am to 6pm (excluding Saturdays, Sundays & Public Holidays)	\$ NA /hour Min _____ hours (if applicable)	
2	2-way transportation cost (if maintenance to be done offsite)	\$ NA /round trip	

Table 9C2: Spare Parts and Consumables

(Tenderers are required to fill in the table with the parts required for Corrective Maintenance. Add rows as required)

S/N	Eqpt	Spare Parts and Consumables	*Estimated quantity of spares required per System per year	Unit Price (for post-warranty Year 1 to 3) (\$)	Unit Price (for post-warranty Year 4 & 5) (\$)	Unit Price (for post-warranty Year 6 & 7) (\$)
1	Biological Air Sampling System					
2						
3				NA		
4						
5						
6						

Notes:

1. ^ Tenderers are to estimate frequency of arising per year
2. * Tenderers are to recommended the yearly quantities required for each type of Spares
3. The Schedule of Rates shall be valid for 7 years upon expiry of the 1 year warranty under the Firm Requirement

LOT 10- Bio-aerosol Sampling System
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LOT 10A) FIRM SUPPLY OF BIO-AEROSOL SAMPLING SYSTEM

S/N	Description	Firm Quantity	Unit Price (\$)	Total Price (\$)
1	Supply of Biological Air Sampling System	10 units	\$ NA	\$ NA (A)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year

LOT 10B) FIRM 7-YEAR POST WARRANTY (PW) NON-COMPREHENSIVE MAINTENANCE OF BIO-AEROSOL SAMPLING SYSTEM

S/N	Description	Firm Qty (a)	Frequency of Servicing	Unit Price (\$) (b)	Total Price (\$) (a)*(b) * 10 units
1	Preventive Maintenance (PM) services for 10 units of Bio-aerosol Sampling System	3 years (PW Year 1 to 3)	2 times per year per unit	\$ NA for 1 unit per year	\$ NA for 10 units x 3 years
		2 years (PW Year 4 to 5)	2 times per year per unit	\$ NA for 1 unit per year	\$ NA for 10 units x 2 years
		2 years (PW Year 6 to 7)	2 times per year per unit	\$ NA for 1 unit per year	\$ NA for 10 units x 2 years
Total Price					\$ NA (B)
2	Ad-hoc Corrective Maintenance (CM) for Bio-aerosol Sampling System	Over 7 years	Tenderers are to fill up the Schedule of Rates for corrective maintenance under Table 10B1 and Table 10B2 (Pay upon utilisation of Goods/Services)		

Notes:

1. The post warranty non-comprehensive maintenance shall commence after the 1 year warranty period
2. Payment terms – For PM, pay on a quarterly basis and upon successful delivery and acceptance of Services. For ad-hoc CM, pay upon successful delivery and acceptance of Goods/ Services.

Summary for Gebiz entry

\$ NA (A) + \$ NA (B)	= \$ NA (Tenderers to enter this total Price for Lot 10 into GeBIZ Line Item 10)
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SCHEDULE OF RATES
(Pay upon utilisation of Goods/Services)

Firm Requirement : Ad-hoc Corrective Maintenance (CM) for Bio-aerosol Sampling System

Table 10B1: Labour Rates

S/N	Description	Cost	Tenderers to estimate frequency of arising per year
1	Weekdays Office Hours 8am to 6pm (excluding Saturdays, Sundays & Public Holidays)	\$ <u>NA</u> /hour Min _____ hours (if applicable)	
2	2-way transportation cost (if maintenance to be done offsite)	\$ <u>NA</u> /round trip	

Table 10B2: Spare Parts and Consumables

(Tenderers are required to fill in the table with the parts required for Corrective Maintenance. Add rows as required)

S/N	Eqpt	Spare Parts and Consumables	*Estimated quantity of spares required <u>per System per year</u>	Unit Price (for post-warranty Year 1 to 3) (\$)	Unit Price (for post-warranty Year 4 & 5) (\$)	Unit Price (for post-warranty Year 6 & 7) (\$)
1	Bio-aerosol Sampling System					
2						
3				NA		
4						
5						
6						

Notes:

1. ^ Tenderers are to estimate frequency of arising per year
2. * Tenderers are to recommended the yearly quantities required for each type of Spares
3. The Schedule of Rates shall be valid for 7 years upon expiry of the 1 year warranty under the Firm Requirement

LOT 11- Becquerel (BQ) Monitor

LOT 11A) FIRM SUPPLY OF BQ MONITOR

S/N	Description	Firm Quantity	Unit Price (\$)	Total Price (\$)
1	Supply of BQ Monitor	3 units	\$ NA	\$ NA (A)

Notes:

- 1) Delivery Terms – DDP Authority Designated Site in Singapore
- 2) Payment terms – Pay upon delivery and acceptance of Goods and receipt of invoice
- 3) All prices quoted shall include ancillary equipment and operator and maintenance training
- 4) Warranty period for Equipment – 1 Year

LOT 11B) FIRM 7-YEAR POST WARRANTY (PW) NON-COMPREHENSIVE MAINTENANCE OF BQ MONITOR

S/N	Description	Firm Qty (a)	Frequency of Servicing	Unit Price (\$) (b)	Total Price (\$) (a)*(b) * 3 units
1	Preventive Maintenance (PM) services for 3 units of BQ Monitor	3 years (PW Year 1 to 3)	2 times per year per unit	\$ <u>NA</u> for 1 unit per year	\$ <u>NA</u> for 3 units x 3 years
		2 years (PW Year 4 to 5)	2 times per year per unit	\$ <u>NA</u> for 1 unit per year	\$ <u>NA</u> for 3 units x 2 years
		2 years (PW Year 6 to 7)	2 times per year per unit	\$ <u>NA</u> for 1 unit per year	\$ <u>NA</u> for 3 units x 2 years
Total Price					\$ <u>NA</u> (B)
2	Ad-hoc Corrective Maintenance (CM) for BQ Monitor	Over 7 years	Tenderers are to fill up the Schedule of Rates for corrective maintenance under <u>Table 11B1</u> and <u>Table 11B2</u> (Pay upon utilisation of Goods/Services)		

Notes:

1. The 7-year post-warranty Non-Comprehensive maintenance is a firm requirement and will commence upon expiry of warranty for the firm 3 sets of BQ Monitor
2. Payment terms – For PM, pay on a quarterly basis and upon successful delivery and acceptance of Services. For ad-hoc CM, pay upon successful delivery and acceptance of Goods/ Services

Summary for Gebiz entry

\$ NA (A) + \$ NA (B)	= \$ NA (Tenderers to enter this total Price for Lot 11 into GeBIZ Line Item 11)
-----------------------	--

SCHEDULE OF RATES

Name of Tenderer: _____

(Pay upon utilisation of Goods/Services)Firm Requirement : Ad-hoc Corrective Maintenance (CM) for BQ Monitor**Table 11B1: Labour Rates**

S/N	Description	Cost	Tenderers to estimate frequency of arising per year
1	Weekdays Office Hours 8am to 6pm (excluding Saturdays, Sundays & Public Holidays)	\$ <u>NA</u> /hour Min _____ hours (if applicable)	NA
2	2-way transportation cost (if maintenance to be done offsite)	\$ <u>NA</u> /round trip	NA

Table 11B2: Spare Parts and Consumables

(Tenderers are required to fill in the table with the parts required for Corrective Maintenance. Add rows as required)

S/N	Eqpt	Spare Parts and Consumables	*Estimated quantity of spares required <u>per System per year</u>	Unit Price (for post-warranty Year 1 to 3) (\$)	Unit Price (for post-warranty Year 4 & 5) (\$)	Unit Price (for post-warranty Year 6 & 7) (\$)
1	BQ Monitor					
2						
3				NA		
4						
5						
6						

Notes:

1. ^ Tenderers are to estimate frequency of arising per year
2. * Tenderers are to recommended the yearly quantities required for each type of Spares
3. The Schedule of Rates shall be valid for 7 years upon expiry of the 1 year warranty under the Firm Requirement

Appendix 2.1, Section I**COMPLIANCE TO CONDITIONS OF CONTRACT (GOODS)**

Please indicate clearly below your compliance to each clause of the Conditions of Contract. Where you are not in Contract with any clause, you should give your counter-proposal in the “Remarks” column or in a separate sheet to be attached to this form. Where you fail to indicate compliance against any clause, it shall be deemed that you comply and your offer shall be evaluated accordingly.

For each of the clauses which you have indicated non-compliance, you are to state in the “Remarks” column the additional cost, if any, for your full compliance with the clause. If you do not provide the cost statement for non-compliance clauses, it will be deemed your response is non-negotiable and your tender will be evaluated accordingly.

CLAUSE NO	TITLE OF CLAUSE	Please tick		Remarks
		Complied	Not Complied	
1	Definitions	✓		
2	Scope Of Contract	✓		
3	Delivery	✓		
4	Removal and Replacement	✓		
5	Payment	✓		
6	Rights of Third Parties	✓		
7	Gifts, Inducements Or Rewards	✓		
8	Delay in Supply and Delivery	✓		
9	Sub-Contracting and Assigning	✓		
10	Applicable Law	✓		
11	Suspension or Termination	✓		
12	Warranty	✓		
13	Title and Risk	✓		
14	Rights of the Authority in the Event of Default by the Contractor	✓		
15	Variation of Contract	✓		
16	Intellectual Property Rights	✓		
17	Government Regulations	✓		
18	Indemnification of Authority/Government Against Claims by Contractor’s Employees	✓		
19	Mediation Clause	✓		
20	Not In Use			
21	Consortium	✓		
A1	Not In Use			
A2	Option to Purchase	✓		
A3	Incoterms	✓		
A4	Not In Use			
A5	Effective Date of Contract	✓		
A6	Not In Use			
A7	Not In Use			
A8	Not In Use			
A9	Security Deposit	✓		

CLAUSE NO	TITLE OF CLAUSE	Please tick		Remarks
		Complied	Not Complied	
A10	Not In Use			
A11	Acceptance Tests	✓		
A12	Arbitration	✓		
A13	Confidentiality and Security	✓		

NAME & SIGNATURE : JOANNA ANG APPOINTMENT : ACCOUNT MANAGERCOMPANY & COMPANY STAMP : WATERS PACIFIC PTE LTDDATE : 19/11/2016

Appendix 2.2, Section I**COMPLIANCE TO CONDITIONS OF CONTRACT (SERVICES)**

Please indicate clearly below your compliance to each clause of the Conditions of Contract. Where you are not in Contract with any clause, you should give your counter-proposal in the “Remarks” column or in a separate sheet to be attached to this form. Where you fail to indicate compliance against any clause, it shall be deemed that you comply and your offer shall be evaluated accordingly.

For each of the clauses which you have indicated non-compliance, you are to state in the “Remarks” column the additional cost, if any, for your full compliance with the clause. If you do not provide the cost statement for non-compliance clauses, it will be deemed your response is non-negotiable and your tender will be evaluated accordingly.

CLAUSE NO	TITLE OF CLAUSE	Please tick		Remarks
		Complied	Not Complied	
1	Definitions	✓		
2	Scope Of Contract	✓		
3	Performance	✓		
4	Payment	✓		
5	Rights of Third Parties	✓		
6	Gifts, Inducements Or Rewards	✓		
7	Delay in Performance	✓		
8	Sub-Contracting and Assigning	✓		
9	Applicable Law	✓		
10	Suspension or Termination	✓		
11	Rights of the Authority in the event of default by the Contractor	✓		
12	Variation of Contract	✓		
13	Taxes, Fees and Duties	✓		
14	Government Regulations	✓		
15	Indemnification of Authority/Government against claims by Contractor's Employees	✓		
16	Mediation Clause	✓		
17	Consortium	✓		
A1	Works Order	✓		
A2	Supply of Goods as and when required by the Authority	✓		
A3	Security Deposit	✓		
A4	Not In Use			
A5	Commencement and Duration of Contract	✓		
A6	Not In Use			
A7	Not In Use			
A8	Arbitration	✓		
A9	Replacement of Personnel	✓		
A10	Confidentiality and Security	✓		
A11	Not In Use			

CLAUSE NO	TITLE OF CLAUSE	Please tick		Remarks
		Complied	Not Complied	
A12	Warranty	✓		

NAME & SIGNATURE : JOANNA ANG 

APPOINTMENT : ACCOUNT MANAGER

COMPANY &
COMPANY STAMP : WATERS PACIFIC PTE LTD

DATE : 19/11/2016

Appendix 3, Section I

COMPLIANCE TO SCOPE OF REQUIREMENTS

Please indicate clearly below your compliance to each clause and sub-clause of the Technical Specifications. Where you are not in agreement with any paragraph, you should give your counter-proposal in the “Remarks” column or in a separate sheet to be attached to this form. Where you fail to indicate compliance against any paragraph, it shall be deemed that you comply and your offer shall be evaluated accordingly.

For each of the paragraphs which you have indicated non-compliance, you are to state in the “Remarks” column the additional cost, if any, for your full compliance with the clause. If you do not provide the cost statement for non-compliance paragraphs, it will be deemed your response is non-negotiable and your tender will be evaluated accordingly.

Clause No.	Title of Clause	Compliance (Please Tick)		Remarks
		Yes	No	
(A)	REQUIREMENT SPECIFICATION FOR LABORATORY ANALYTICAL EQUIPMENT	✓		
1	GENERAL DESCRIPTION	✓		
2	SPECIFICATIONS	✓		
3	WARRANTY	✓		
4	DELIVERY LEADTIME	✓		
5	SUBMISSION OF DOCUMENTS	✓		
6	EVALUATION CRITERIA	✓		
7	TENDER BRIEFING	✓		
8	TRAINING	✓		
Appendix 1 to Section III (XRF)				NA
Appendix 2 to Section III (IC)				NA
Appendix 3 to Section III (LIQUID HANDLER)				NA
Appendix 4 to Section III (CONTAMINATION MONITOR)				NA
Appendix 5 to Section III (GCMS/MS)				
Appendix 6 to Section III (LCMS/MS)		✓		REFER TO ATTACHMENT SHEET FOR ADDITIONAL COMMENTS
Appendix 7 to Section III (ICP/MS)				NA
Appendix 8 to Section III (RAPID DNA ANALYSER)				NA
Appendix 9 to Section III (BIOLOGICAL AIR SAMPLING SYSTEM)				NA
Appendix 10 to Section III (BIO-AEROSOL SAMPLING SYSTEM)				NA

Clause No.	Title of Clause	Compliance (Please Tick)		Remarks
		Yes	No	
Appendix 11 to Section III (BQ MONITOR)				NA

NB : Remember to attach this compliance document fully completed in the GeBIZ system as part of your submission.

NAME & SIGNATURE : JOANNA ANG 

APPOINTMENT : ACCOUNT MANAGER

COMPANY & COMPANY STAMP : WATERS PACIFIC PTE LTD

DATE : 19/11/2016

Appendix 4, Section I

DECLARATION OF GST

I, ~~Mr/Mrs~~/Madame JOANNA ANG I/C No : S8814509G

hereby declare that WATERS PACIFIC PTE LTD (name of company) is taxable/~~not taxable~~* under the GST Act. The GST Act registration number is 200512450H.



(Signature)

19/11/2016

(Date)

* Please delete appropriately.

Appendix 5, Section I**COMPANY INFORMATION AND DECLARATION FORM****I PARTICULARS OF COMPANY AND DIRECTORS/PARTNERS**

Name Of Company : WATERS PACIFIC PTE LTD
 Registered Address : 1 SCIENCE PARK ROAD, #02-01, THE CAPRICORN,
SINGAPORE SCIENCE PARK II, SINGAPORE 117528
 Telephone No : 6593 7100
 Fax No : 6873 0733
 Contact Person : Mr/Ms/Mdm JOANNA ANG
 Email Address : JOANNA_ANG@WATERS.COM
 Business Reg. No : 200512450H
 EPPU/BCA Reg No : 200512450H
 Date Of Expiry: _____

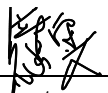
<u>Name</u>	<u>Passport/ Nric No</u>	<u>Position In Company</u>	<u>Residential Address</u>
<u>Mark Tyrell Beaudouin</u>	<u>444235955</u>	<u>Director</u>	<u>23 St Martin Drive #04-04 Tanglin Residences Spore 258004</u>
<u>Yvonne Deborah Talon</u>	<u>G6237043U</u>	<u>Director</u>	<u>65 Glen Street, Dover, MA, 02030 United States Of America</u>
_____	_____	_____	_____
_____	_____	_____	_____

II DECLARATION OF GOVERNMENT'S EQUITY PARTICIPATION

I hereby certify that as of this date, the equity participation of the Singapore Government and Statutory Boards of Government either directly or indirectly through a holding or subsidiary company, constitutes 0 % of the shareholder's equity in

WATERS PACIFIC PTE LTD Of 1 SCIENCE PARK ROAD, #02-01, THE CAPRICORN,
(Name of Company) (Address)
SINGAPORE SCIENCE PARK II, SINGAPORE 117528

dated this 19 / NOVEMBER / 2016
(Day) (Month) (Year)

 JOANNA ANG ACCOUNT MANAGER
Signature Name Designation

Appendix 6, Section I

Performance Bond Template (FOR SUPPLY)

GOVERNEMENT OF THE REPUBLIC OF SINGAPORE

OFFICE OF THE PERMANENT SECRETARY (HOME AFFAIRS)

c/o Procurement and Logistics Division

New Phoenix Park

28 Irrawaddy Road

Singapore 329560

PERFORMANCE BOND IN RESPECT OF CONTRACT NO. _____

To: **Permanent Secretary (Home Affairs)** and his successors in office for and on behalf of the Government of the Republic of Singapore (hereinafter called "the Government").

Whereas on the **(date)** an Agreement (hereinafter called "the Contract") was made between **(company)** of **(address)** (hereinafter called "the Contractor") of the one part and the Government of the other part whereby the Government agreed to Supply to the Government the Goods and Services in the Contract for the sum of **Dollars** **Only (\$** **)**.

And Whereas the Contractor is required under the Contract to pay 5 per cent of the total value of the Contract as a Security Deposit for the performance of his obligations under the Contract.

Now in consideration of the Government not insisting on the Contractor paying 5 per cent of the total value of the Contract as a security deposit for the said Contract, **we (at the request of the Contractor) hereby agree** as follows:

1 In the event of the Contractor failing to fulfil any of the terms and conditions of the said contract, we shall indemnify the Government against all losses, damages, costs, expenses or otherwise sustained by the Government thereby up to the sum of **Dollars** **Only (\$** **)** ("the Guaranteed Sum") upon receiving your written notice of claim for payment made pursuant to Clause 4 hereof.

2 We shall not be discharged or released from this guarantee by any arrangement between yourself and the Contractor with or without our consent or by any alteration in the obligations undertaken by the Contractor or by any forbearance whether as to payment, time, performance or otherwise.

3 Our liability under this guarantee shall continue and this guarantee shall remain in full force and effect from until [*insert expiry date: _____ <<last delivery date plus warranty period plus one month>>*] provided always that the expiry of this guarantee and our liability thereunder shall be automatically extended for successive periods of 3 months unless we give you 90 days' written notice prior to the expiry of our liability of our intention not to extend this guarantee in respect of any future extension and provided further that you shall be entitled, upon receiving such notice of our intention (and within the period specified in Clause 4 hereof), either to:

- (a) make a claim under this guarantee; or
- (b) direct us to pay such amount (not exceeding the Guaranteed Sum) as you may specify into a suspense account to be governed and disbursed by us subject to the Association of Banks in Singapore's Guidelines for operation of a Suspense Account; or

- (c) direct us to extend the validity of this guarantee for a further period not exceeding 3 months (and this guarantee shall then expire at the end of such further period).

4 This guarantee is conditional upon a claim as specified herein being made by you by way of a notice in writing addressed to us and the same being received by us at [*insert address of Bank's notification office*: _____] within 90 days from the expiry of this guarantee. Thereafter this guarantee shall become null and void notwithstanding that this guarantee is not returned to us for cancellation except for any claim(s) or direction submitted to us in writing not later than 90 days from the expiry of this guarantee.

5 We shall be obliged to effect the payment required under such a claim within 30 business days of our receipt thereof. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim or direction and shall be entitled to rely upon any written notice thereof received by us (within the period specified in Clause 4 hereof) as final and conclusive.

6 The Government may make more than one claim on, or direction under, this guarantee so long as the claims or directions are made pursuant to Clause 4 hereof and within the period specified therein and the aggregate amount specified in all such claims and directions does not exceed the Guaranteed Sum.

7 This guarantee is issued subject to the laws of the Republic of Singapore and the jurisdiction of the Singapore courts.

Dated this _____ day of _____

AS WITNESS our hand

Signed by: _____
(Name and designation of officer)

for and on behalf of the

(Name of Bank)

(Signature)

in the presence of:

Name _____

Designation _____

(Signature of Witness)

Appendix 7, Section I

**Performance Bond Template
(FOR 7-YEAR POST WARRANTY MAINTENANCE)**

GOVERNEMENT OF THE REPUBLIC OF SINGAPORE

OFFICE OF THE PERMANENT SECRETARY (HOME AFFAIRS)

**c/o Procurement and Logistics Division
New Phoenix Park
28 Irrawaddy Road
Singapore 329560**

PERFORMANCE BOND IN RESPECT OF CONTRACT NO.

To: **Permanent Secretary (Home Affairs)** and his successors in office for and on behalf of the Government of the Republic of Singapore (hereinafter called "the Government").

Whereas on the (date) an Agreement (hereinafter called "the Contract") was made between (company) of (address) (hereinafter called "the Contractor") of the one part and the Government of the other part whereby the Contractor agreed to Supply to the Government the Goods and Services in the Contract for the sum of **Dollars** **Only (\$** **)**.

And Whereas the Contractor is required under the Contract to pay 5 per cent of the total annual value of the Contract as a Security Deposit for the performance of his obligations under the Contract.

Now in consideration of the Government not insisting on the Contractor paying 5 per cent of the total annual value of the Contract as a security deposit for the said Contract, **we (at the request of the Contractor) hereby agree** as follows:

1 In the event of the Contractor failing to fulfil any of the terms and conditions of the said contract, we shall indemnify the Government against all losses, damages, costs, expenses or otherwise sustained by the Government thereby up to the sum of **Dollars** **Only (\$** **)** ("the Guaranteed Sum") upon receiving your written notice of claim for payment made pursuant to Clause 4 hereof.

2 We shall not be discharged or released from this guarantee by any arrangement between yourself and the Contractor with or without our consent or by any alteration in the obligations undertaken by the Contractor or by any forbearance whether as to payment, time, performance or otherwise.

3 Our liability under this guarantee shall continue and this guarantee shall remain in full force and effect from [*insert effective date: _____*] until [*insert initial expiry date: _____* <<end of 1st 12 months of contract>> provided always that the expiry date of this guarantee and our liability thereunder shall be automatically extended for successive periods of 12 months until [*insert final expiry date: _____* <<end date of contract date plus 3 months>> unless we give you 90 days' written notice prior to the expiry of our liability of our intention not to extend this guarantee in respect of any future extension and provided further that you shall be entitled, upon receiving such notice of our intention (and within the period specified in Clause 4 hereof), either to:

- (a) make a claim under this guarantee; or
- ^(b) direct us to pay such amount (not exceeding the Guaranteed Sum) as you may specify into a suspense account to be governed and disbursed by us subject to the Association of Banks in Singapore's Guidelines for operation of a Suspense Account; or

- (c) direct us to extend the validity of this guarantee for a further period not exceeding 6 months (and this guarantee shall then expire at the end of such further period).

At the commencement of each period of extension, the amount of this bond shall be re-set to the amount stated in Paragraph 1 above if there is any claim made on this Bond.

Note :^ Not applicable for Insurance Bond issued by insurance companies

4 This guarantee is conditional upon a claim as specified herein being made by you by way of a notice in writing addressed to us and the same being received by us at **[insert address of Bank's notification office: _____]** within 90 days from the expiry of this guarantee. Thereafter this guarantee shall become null and void notwithstanding that this guarantee is not returned to us for cancellation except for any claim(s) or direction submitted to us in writing not later than 90 days from the expiry of this guarantee.

5 We shall be obliged to effect the payment required under such a claim within 30 business days of our receipt thereof. We shall be under no duty to inquire into the reasons, circumstances or authenticity of the grounds for such claim or direction and shall be entitled to rely upon any written notice thereof received by us (within the period specified in Clause 4 hereof) as final and conclusive.

6 The Government may make more than one claim on, or direction under, this guarantee so long as the claims or directions are made pursuant to Clause 4 hereof and within the period specified therein and the aggregate amount specified in all such claims and directions does not exceed the Guaranteed Sum.

7 This guarantee is issued subject to the laws of the Republic of Singapore and the jurisdiction of the Singapore courts.

Dated this _____ day of _____

AS WITNESS our hand

Signed by: _____
(Name and designation of officer)

for and on behalf of the

(Name of Bank)

(Signature)

in the presence of:

Name _____

Designation _____

(Signature of Witness)

SECTION IIA

CONDITIONS OF CONTRACT (GOODS)

1. DEFINITIONS

1.1 In these Conditions unless the context otherwise requires:

- (a) “Authority” includes any officer authorised by the Authority to act on its behalf.
- (b) “Contract” includes the Instructions to Tenderers, the Contractor's tender, Conditions of Contract, the specifications and samples, Letter of Acceptance, and any Purchase Orders issued by the Authority to the Contractor for the supply of the Goods.
- (c) “Goods” means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
- (d) “Tenderer” means a person or his permitted assigns offering to supply the Goods.
- (e) “Contractor” means the successful Tenderer who has been awarded the Contract by the Authority.
- (f) “Parties” refer to the Authority and the Contractor.
- (g) “Person” includes a corporation or an unincorporated association.

1.2 Words importing the singular include the plural and vice versa.

1.3 The headings are for convenience only and not for the purpose of interpretation.

2. SCOPE OF CONTRACT

2.1 The Contractor shall carry out and complete the supply of all items of Goods in accordance with the Contract. Unless otherwise stated in the Contract, all Goods shall be new and unused.

3. DELIVERY

3.1 The Contractor shall deliver the Goods at the place(s) and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the Authority. The issue of such receipt shall in no way relieve the Contractor from his responsibility for replacing defective or damaged Goods under Clause 4.

4. REMOVAL AND REPLACEMENT

4.1 The Contractor shall at his own cost and when notified in writing by the Authority, remove and replace the Goods that are found on delivery to be damaged, defective or in any way inferior to approved samples, or not in accordance with the Contract, failing which the Authority 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 to the Contractor under the Contract.

5. PAYMENT

5.1 Within thirty (30) days of any Goods delivered in accordance with Clause 3.1 of the Contract and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be specified by the Authority and the Authority's receipt as referred to in Clause 3.1 of the Contract, the Authority will make payment to the Contractor of the full value of all Goods so delivered provided that no payment shall be considered as evidence of the quality of any Goods to which such payments relates nor shall it relieve the Contractor from his responsibilities under Clause 4 hereof.

5.2 Where delivery is by consignments, payment will be made within 30 days after delivery of each consignment and the receipt of the above documents.

5.3 Without limiting the Authority's right under the Contract, the amount of any payment or debt owed by the Contractor to the Authority under the Contract may be deducted by the Authority from any monies payable by the Authority to the Contractor pursuant to this Contract.

5.4 Notwithstanding the aforesaid, in the event the Contractor fails to furnish a valid Security Deposit in accordance with Clause A9 (Security Deposit), the Authority reserves the right to withhold all payments due to the Contractor until a valid Security Deposit is provided by the Contractor.

6. RIGHTS OF THIRD PARTIES

6.1 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.

7. GIFTS, INDUCEMENTS AND REWARDS

7.1 The Authority 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 Authority or for showing or forbearing to show favour to any person in relation to any Contract with the Authority, 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 Authority 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* or *Prevention of Corruption Act* 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* or the *Prevention of Corruption Act*.

8. DELAY IN SUPPLY AND DELIVERY

8.1 If there is delay in the delivery of any item of Goods under the Contract due to any of the following circumstances, namely, acts of God, force majeure, riots and civil commotions, strikes, lock-outs or other causes or perils beyond the Contractor's control, then in any such case

the Contractor shall for the duration of any such circumstance aforesaid, be relieved of his obligation to deliver any such Goods thereby affected but the provisions of the Contract shall remain in full force in regard to any Goods not affected by such circumstances aforesaid.

8.2 Subject to Clause 8.1, if the Contractor fails to deliver any item of Goods by the date specified in the Contract, the Authority shall have the right –

- (a) to deduct from any moneys due or to become due to the Contractor or require the Contractor to pay, a sum calculated at the rate of one-tenth percent (1/10%) of the price of the Goods delayed per day (including Sundays and Public Holidays), as liquidated damages for every day of delay until the Goods are delivered up to a maximum of ten percent (10%) of the price of the Goods so delayed; and
- (b) Once the liquidated damages incurred by the Contractor for the delayed Goods reaches the said ten percent (10%), the Authority may elect to terminate the Contract or part thereof by way of a notice of termination. The termination shall take effect from the date of the notice. The Authority may obtain replacements for the cancelled Goods from other sources and recover all increased costs reasonably incurred thereby from the Contractor.

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, from other sources after the Contractor's failure as aforesaid but within three months of the expiry of the Contract.

9. SUB-CONTRACTING AND ASSIGNING

9.1 The Contractor shall not sub-contract or assign the Contract without the written consent of the Authority.

10. APPLICABLE LAW

10.1 The Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.

11. SUSPENSION OR TERMINATION

11.1 The Authority shall, after giving seven (7) days prior written notice to the Contractor have the right to suspend or terminate the Contract if the Authority 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 Authority shall pay the Contractor the price of the Goods delivered and accepted by the Authority. The Authority 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 Authority to the Contractor by reason of this Clause.

12. WARRANTY

12.1 The Warranty Period shall commence on the date of receipt of the Goods in Singapore. The length of the Warranty Period shall be twelve (12) months or such period as agreed in writing.

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

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

then unless it is shown that the foregoing is caused solely by improper use or mishandling by the Authority, the Contractor shall, at its own expense (including transportation costs), at the written notification of the Authority, replace, rectify or completely repair the damaged or defective Goods. The Contractor may, in lieu thereof, elect to replace the damaged or defective Goods.

13. TITLE AND RISK

13.1 Title to the Goods shall pass from the Contractor to the Authority upon successful completion of the Acceptance Test (or upon delivery if there is no Acceptance Test).

13.2 The risk of loss or damage to the Goods shall pass from the Contractor to the Authority after the receipt of the Goods by the Authority in Singapore. Risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are received by the Contractor for the purpose of modification, replacement, repair or rectification until the completed Goods are delivered to the Authority.

14. RIGHTS OF THE AUTHORITY IN THE EVENT OF DEFAULT BY THE CONTRACTOR

14.1 If the Contractor defaults in his performance of this Contract, the Authority 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 Authority shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without the Authority being liable therefor in damages or compensation. The said termination shall take effect from the date of the notice of termination.

14.2 In the event of termination under Sub-Clause 14.1 above, the Authority shall have the right to purchase from other sources all the Goods which remains undelivered or similar Goods and all increased costs reasonably incurred by the Authority shall be recoverable from the Contractor.

14.3 Notwithstanding anything contained herein, the Contractor shall not be entitled to claim for any reimbursement including but not limited to loss of anticipated profit for the value of any of the Goods not delivered prior to the termination of this Contract.

15. VARIATION OF CONTRACT

15.1 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 Authority.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 The Contractor warrants that the Goods do not infringe any copyrights, and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, know how and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields (hereinafter referred to as "Intellectual Property"). Notwithstanding the above, the Contractor shall indemnify the Authority and its officers or departments against all Intellectual Property infringement claims including any costs, charges and expenses in respect thereof.

17. GOVERNMENT REGULATIONS

17.1 The Contractor shall, at its own costs, obtain and maintain all licence and authorisations, including export licences and permits and other governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

18. INDEMNIFICATION OF AUTHORITY/ GOVERNMENT AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES

18.1 In the event of the Authority (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 Authority, its officers or departments against such claim and any costs, charges and expenses in respect thereof,

PROVIDED the same is not caused by the gross negligence or willful default of the Authority, its officers or agents.

19. MEDIATION CLAUSE

19.1 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.

19.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 19.1.

19.3 Failure to comply with Clause 19.1 or 19.2 shall be deemed to be a breach of contract.

20. NOT IN USE

21. CONSORTIUM

21.1 As used in this Contract, “Consortium” means an unincorporated joint venture through the medium of a consortium or a partnership.

Joint and Several Responsibility

21.2 Each member of the Consortium shall be jointly and severally responsible to the Authority for the due performance of the Contract.

Addition of members to Consortium

21.3 Any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.

21.4 Should additional member(s) be added to the Consortium at any time with the approval of the Authority, he or they shall be deemed to be included in the expression 'the Contractor'.

Withdrawal from Consortium

21.5 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or cease to exist in accordance with the laws of the country of incorporation:

- (a) this Contract shall continue and not be dissolved, and
- (b) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

A1. NOT IN USE

A2. OPTION TO PURCHASE

A2.1 The Contractor grants the Authority the options to purchase the item(s) specified in **Appendix 1.1 to Section I of the Invitation to Tender** (“the Option to Purchase”). The Option to Purchase shall be exercisable by written notice given by the Authority to the Contractor before the date specified in **Appendix 1.1 to Section I of the Invitation to Tender** (Option Validity Date). If the Authority exercises the Option to Purchase, the item(s) purchased shall form part of the Goods defined in this Contract and subject to the same terms and conditions (inclusive of any amendments).

A2.2 The Option to Purchase shall be exercisable in whole or in part but if in part then in respect of not less than the minimum quantity specified in **Appendix 1.1 to Section I of the Invitation to Tender**.

A2.3 The Authority may exercise the Option to Purchase in as many phases as it deems fit as long as the Authority exercises any phase before the Option Validity Date and the cumulative quantity of the item(s) purchased do not exceed the maximum quantity specified in **Appendix 1.1 to Section I of the Invitation to Tender**.

A2.4 For the avoidance of doubt, the Contractor shall provide a Security Deposit as stated in clause A9 of this Contract covering five percent (5%) of the total price of all the Option To Purchase exercised by the Authority unless the said total price does not exceed S\$500,000.

A3. INCOTERMS

A3.1 Subject to any provision to the contrary in the Contract, 'INCOTERMS 2010' (Publication No. 715 of the International Chamber of Commerce) shall be deemed to be incorporated to and shall form an integral part of the Contract. The incoterm chosen for this Contract is DDP Authority Designated Site in Singapore.

A4. NOT IN USE

A5. EFFECTIVE DATE OF CONTRACT

A5.1 This Contract shall be effective on the date indicated in the Letter of Acceptance

A6. NOT IN USE

A7. NOT IN USE

A8. NOT IN USE

A9. SECURITY DEPOSIT

A9.1 For the due and faithful performance of the Contract, the Contractor shall within thirty (30) days of the date of Contract, lodge with the Authority a Security Deposit equal to five (5%) of the total value of Goods if the total value of Goods to be purchased by the Authority exceeds Singapore dollars Five Hundred Thousand (i.e. S\$500,000.00). The Security Deposit shall be in the form of a Performance Bond strictly in compliance with the format enclosed in **Appendix 6, Section 1** issued by a bank or insurance company registered with the Monetary Authority of Singapore. The Performance Bond may also be issued by a licensed Finance Company registered with the Monetary Authority of Singapore if the Security Deposit does not exceed S\$300,000.

A9.2 All charges incurred by the Contractor in obtaining and maintaining the Security Deposit shall be met by the Contractor. The Security Deposit shall be valid until one (1) month after the expiry of all the Warranty Periods under the Contract. In the event any of the Warranty Periods is deferred for any reason, the Security Deposit shall be correspondingly extended by the Contractor at his own expense. At the end of the said one (1) month or extension, the Security Deposit (or any balance thereof remaining for the credit of the Contractor) shall be released and refunded without interest subject to any deduction as may be made therefrom.

A9.3 In the event of any default or breach of any of the obligations by the Contractor under the Contract, the Authority may at its sole discretion draw on the Security Deposit to satisfy any liquidated or other damages as may become due to the Authority under the Contract if the Authority has, prior to drawing on the Security Deposit, notified the Contractor in writing of the default or breach and given the Contractor a minimum of thirty (30) days to rectify or remedy the default or breach or (if the default or breach cannot be fully rectified or remedied) to pay damages to the amount specified in the notice and the Contractor has failed to comply fully with the notice.

A9.4 The provisions of this Clause shall not affect the rights and remedies expressly reserved herein to the Authority or bar the Authority from claiming loss, expense, costs or damages incurred or sustained or likely to be sustained by the Authority as a result of any breach of contract of whatsoever nature by the Contractor.

A10. NOT IN USE

A11. ACCEPTANCE TESTS

A11.1 The Contractor shall conduct all tests in accordance to the Acceptance Test Plan and Procedures as set out in Section III to verify and demonstrate that the Goods meet the Specifications as set out in Section III of the Contract.

A12. ARBITRATION

A12.1 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in the English language by a sole arbitrator in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference into this Clause.

A13. CONFIDENTIALITY AND SECURITY

A13.1 Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any purchases made in this Contract or any provisions thereof or any information issued or furnished by or on behalf of the Authority in connection therewith to any person.

A13.2 In addition to the foregoing, the Contractor shall not make use of any information obtained directly or indirectly from the Authority or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of the Authority.

A13.3 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 Authority.

SECTION IIB

CONDITIONS OF CONTRACT (SERVICES)

1. DEFINITIONS

1.1 In these Conditions unless the context otherwise requires:

- (a) “Authority” means Government of the Republic of Singapore as a whole including all its Ministries, government departments and Organs of State and shall include any officer authorised by the Authority to act on its behalf.
- (b) “Contract” includes the Contractor's submission, Conditions of Contract, the specifications and samples, Letter of Acceptance, and any Works Orders issued by the Authority to the Contractor for the supply of the Services.
- (c) “Services” means the work which the Contractor is required to perform under the Contract.
- (d) “Tenderer” means a person or his permitted assigns offering to supply the Services.
- (e) “Contractor” means the successful Tenderer who has been awarded the Contract by the Authority.
- (f) “Parties” refer to the Authority and the Contractor.
- (g) “Person” includes a corporation or an incorporated association.

1.2 Words importing the singular include the plural and vice versa.

1.3 The headings are for convenience only and not for the purpose of interpretation.

2. SCOPE OF CONTRACT

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

3. PERFORMANCE

3.1 The Contractor shall perform the Services by the Performance Date and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the Authority. The issue of such receipt shall in no way relieve the Contractor from his responsibility for re-performing deficient Services.

4. PAYMENT

4.1 Within thirty (30) days of delivery of the Services ordered under the Contract, as above provided, and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be specified by the Authority and the Authority's receipt as referred to

in Clause 3.1 of the Contract, the Authority will make payment to the Contractor of the full value of all Services so performed provided that no payment shall be considered as evidence of the quality of any Services to which such payments relates.

4.2 The payments under this clause shall not prejudice the Authority's right to reject deficient Services or the Contractor's responsibility to re-perform deficient Services.

4.3 Without limiting the Authority's right under the Contract, the amount of any payment or debt owed by the Contractor to the Authority under the Contract may be deducted by the Authority from any monies payable by the Authority to the Contractor pursuant to this Contract.

4.4 Notwithstanding the aforesaid, in the event the Contractor fails to furnish a valid Security Deposit in accordance with Clause A3 (Security Deposit), the Authority reserves the right to withhold all payments due to the Contractor until a valid Security Deposit is provided by the Contractor.

5. RIGHTS OF THIRD PARTIES

5.1 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.

6. GIFTS, INDUCEMENTS OR REWARDS

6.1 The Authority may terminate the Contract and to 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 Authority or for showing or forbearing to show favour to any person in relation to any contract with the Authority, 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 Authority 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* or *Prevention of Corruption Act* 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* or the *Prevention of Corruption Act*.

7. DELAY IN PERFORMANCE

7.1 If there is delay in the performance of the Services under the Contract due to any of the following circumstances, namely, acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond the Contractor's control, then in any such case the Contractor shall for the duration of any such circumstance aforesaid, be relieved of his obligation to perform such Services thereby affected but the provisions of the Contract shall remain in full force in regard to any Services not affected by such circumstances aforesaid.

7.2 Subject to Clause 7.1, if the Contractor fails to complete the performance of Services by the date specified in the Contract, the Authority shall have the right –

- (a) to deduct from any moneys due or to become due to the Contractor or require the Contractor to pay to the Authority, as liquidated damages, a sum calculated at the

rate of one-tenth percent (1/10%) of the price of the Service so delayed subject to a minimum liquidated damage of S\$20 per day for each day of delay (including Sundays and Public Holidays) until the Services are performed, as liquidated damages for every day of delay until the Services are performed up to a maximum of ten percent (10%) of the price of the Services so delayed; and

- (b) Once the liquidated damages incurred by the Contractor for the delayed Services reaches the said ten percent (10%), the Authority may elect to terminate the Contract or part thereof by way of a notice of termination. The termination shall take effect from the date of the notice. The Authority may obtain replacements for the cancelled Services from other sources and recover all increased costs reasonably incurred thereby from the Contractor.

7.2 Failure to meet the stipulated Performance Index as set out in the Scope of Requirement in Section III of this Invitation, shall, in addition to any other remedies which the Authority may have under this Contract, subject the Contractor to the payment whether by deduction from payments due or otherwise as and for Liquidated Damages (and not as a penalty) a sum to be calculated as the product of the Performance Index and ten percent (10%) of the total applicable charges under Sub-Clause 21.1 over the three (3) month measurement period, up to a maximum of ten percent (10%) of the total charges under Clause 4 arising in the three (3) month measurement period

8. SUB-CONTRACTING AND ASSIGNING

8.1 The Contractor shall not sub-contract or assign the Contract without the written consent of the Authority.

9. APPLICABLE LAW

9.1 The Contract and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the domestic Laws of the Republic of Singapore for every purpose.

10. SUSPENSION OR TERMINATION

10.1 The Authority shall, after giving seven (7) days prior written notice to the Contractor have the right to suspend or terminate the Contract if the Authority 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 Authority shall pay the Contractor the price of the Services performed and accepted by the Authority. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Authority to the Contractor by reason of this Clause.

11. RIGHTS OF THE AUTHORITY IN THE EVENT OF DEFAULT BY THE CONTRACTOR

11.1 If the Contractor defaults in his performance of this Contract, the Authority 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 Authority shall have the right to terminate the Contract or cancel any part thereof by way of a notice of termination without the Authority being liable therefor in damages or compensation. The said termination shall take effect from the date of the notice of termination.

11.2 In the event of termination under Sub-Clause 11.1 above, the Authority shall have the right to purchase from other sources all the Services which remains unperformed at the time of termination or similar Services, and all increased costs reasonably incurred by the Authority shall be recoverable from the Contractor.

12 VARIATION OF CONTRACT

12.1 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 Authority.

13 TAXES, FEES AND DUTIES

13.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable under the laws of Singapore, by the Contractor or its employees, including the Contractor's resident engineers and inspectors (if applicable), in carrying out its obligation under the Contract.

13.2 If the Authority receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees, or to withhold payments from the Contractor in order that the Authority may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments, the Contractor hereby authorises the Authority to comply with the terms of the said request.

13.3 The Authority shall pay to the Contractor a sum equal to the Singapore Goods and Services Tax chargeable on the supply to the Authority of any services by the Contractor in accordance with the Contract. For clarification, "Goods and Services Tax" shall refer to tax under the (Singapore) *Goods and Services Tax Act*, Cap. 117A (2000 ed.).

13.4 Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person for the purpose of the Singapore Goods and Services Tax, be in the same form and contain the same information as if it were a tax invoice for the purposes of the Regulations made under the *Goods and Services Tax Act*, Cap. 117A (2000 ed.).

14 GOVERNMENT REGULATIONS

14.1 The Contractor shall, at its own costs, obtain and maintain all licence and authorisations, including export licences and permits and other governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

15 INDEMNIFICATION OF AUTHORITY/ GOVERNMENT AGAINST CLAIMS BY CONTRACTOR'S EMPLOYEES

15.1 In the event of the Authority (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 Authority, its officers or departments against such claim and any costs, charges and expenses in respect thereof,

PROVIDED the same is not caused by the gross negligence or willful default of the Authority, its officers or agents.

16 MEDIATION CLAUSE

16.1 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.

16.2 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 16.1.

16.3 Failure to comply with Clause 16.1 or 16.2 shall be deemed to be a breach of contract.

17 CONSORTIUM

17.1 As used in this Contract, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

Joint and Several Responsibility

17.2 Each member of the Consortium shall be jointly and severally responsible to the Authority for the due performance of the Contract.

Addition of members to Consortium

17.3 Any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.

17.4 Should additional member(s) be added to the Consortium at any time with the approval of the Authority, he or they shall be deemed to be included in the expression 'the Contractor'.

Withdrawal from Consortium

17.5 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or cease to exist in accordance with the laws of the country of incorporation:

- (a) this Contract shall continue and not be dissolved, and
- (b) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

A1. WORKS ORDERS

A1.1 All orders for Services to be supplied under the Contract shall be given from time to time, in writing, by the Authority on the appropriate order form (hereinafter referred to as “the Works Order”). All such Works Orders shall clearly state the details and nature of the Services to be supplied 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 Services specified on such Works Order. On satisfactory completion of such supply the Contractor shall submit his bill to the Authority who shall certify the same for payment to the Contractor at the time and in the manner hereinafter provided.

A1.2 On receipt of any Works Order the Contractor shall commence performance of the Services referred to therein and complete the same as soon as promised in his tender or otherwise as expeditiously as possible.

A2. SUPPLY OF SERVICES AS AND WHEN REQUIRED BY THE AUTHORITY

A2.1 Where the Authority has entered into a Contract with the Contractor for the supply of Services as and when required by the Authority during the period of time specified in the Contract, the Contract shall be deemed to be a Period Contract for the duration of the period of time specified. Where the Contractor receives, during the period of time specified in the Contract, any Works Order for specific Services specified in the Contract, the Contractor shall proceed to perform the Services in accordance with the Contract.

A3. SECURITY DEPOSIT

A3.1 For the due and faithful performance of the Contract, the Contractor shall within thirty (30) days of the date of Contract, lodge with the Authority a Security Deposit equal to five (5%) of the annual value of Services if the total value of Services to be purchased by the Authority exceeds Singapore dollars Five Hundred Thousand (i.e. S\$500,000.00). The Security Deposit shall be in the form of a Performance Bond strictly in compliance with the format enclosed in **Appendix 7, Section 1** issued by a bank or insurance company registered with the Monetary Authority of Singapore. The Performance Bond may also be issued by a licensed Finance Company registered with the Monetary Authority of Singapore if the Security Deposit does not exceed S\$300,000.

A3.2 All charges incurred by the Contractor in obtaining and maintaining the Security Deposit shall be met by the Contractor. The Security Deposit shall be valid until three (3) months after the performance of all Services under the Contract. In the case of a Period Contract, the performance of the Services under the Period Contract shall refer to the performance to be made pursuant to a Works Order raised on the last date of the Period Contract for the Service with the

longest delivery lead time. In the event the delivery is deferred for any reason, the Security Deposit shall be correspondingly extended by the Contractor at his own expense. At the end of the said three (3) months or extension, the Security Deposit (or any balance thereof remaining for the credit of the Contractor) shall be released and refunded without interest subject to any deduction as may be made therefrom.

A3.3 In the event of any default or breach of any of the obligations by the Contractor under the Contract, the Authority may at its sole discretion draw on the Security Deposit or the Performance Bond to satisfy any liquidated or other damages as may become due to the Authority under the Contract if the Authority has, prior to drawing on the Security Deposit, notified the Contractor in writing of the default or breach and given the Contractor a minimum of thirty (30) days to rectify or remedy the default or breach or (if the default or breach cannot be fully rectified or remedied) to pay damages to the amount specified in the notice and the Contractor has failed to comply fully with the notice.

A3.4 The provisions of this Clause shall not affect the rights and remedies expressly reserved herein to the Authority or bar the Authority from claiming loss, expense, costs or damages incurred or sustained or likely to be sustained by the Authority as a result of any breach of contract of whatsoever nature by the Contractor.

A4. NOT IN USE

A5. COMMENCEMENT AND DURATION OF CONTRACT

A5.1 This Contract shall commence on the date stated in the Letter of Acceptance and shall remain in force for the period as stated in the Letter of Acceptance.

A6. NOT IN USE

A7. NOT IN USE

A8. ARBITRATION

A8.1 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration in Singapore in the English language by a sole arbitrator in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force which rules are deemed to be incorporated by reference into this Clause.

A9. REPLACEMENT OF PERSONNEL

A9.1 The Contractor shall replace its personnel within fourteen (14) days from the date of written notice from the Authority that the said personnel is either:

- (a) technically incompetent in carrying out the Services and all efforts by the Contractor have failed to resolve the issue within the said period; or
- (b) the conduct of the said personnel is found to be detrimental to the national security.

A10. CONFIDENTIALITY AND SECURITY

A10.1 Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any purchases made in this Contract or any provisions thereof or any information issued or furnished by or on behalf of the Authority in connection therewith to any person.

A10.2 In addition to the foregoing, the Contractor shall not make use of any information obtained directly or indirectly from the Authority or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of the Authority.

A10.3 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 Authority.

A11. NOT IN USE

A12. WARRANTY

A12.1 The Warranty Period shall commence on the date of acceptance of the Services. The length of the Warranty Period shall be twelve (12) months or such period as agreed in writing.

A12.2 If any Service performed is found during the Warranty Period to be deficient, the Contractor shall at the written notification of the Authority, re-perform the same, at the expense of the Contractor within 21 days, which shall commence from the said notification and end upon the satisfactory completion of the re-performed Service.