



10 Nov 2017

Dear Sir/Madam,

Invitation to Quote No: HSA000ETQ17300015_Corrigendum 2

Reference: B1000033180

INVITATION TO QUOTE FOR THE SUPPLY AND DELIVERY OF PRE-SLIT CAPS FOR 2 YEARS WITH OPTIONS TO RENEW FOR ANOTHER 2 YEARS ON ANNUAL BASIS

- 1 You are invited by Health Sciences Authority (HSA) to quote for the abovementioned ITQ.
- 2 The following tender documents are enclosed:
 - (a) Section 1: Quotation Conditions of Contract
Schedule to Conditions of Contract
 - (b) Section 2: Requirement Specifications
Annex A: Evaluation Criteria
Annex B: Price Summary
- 3 This is an electronic ITQ. You are advised to study these ITQ documents and submit the completed documents inclusive of price summary, catalogues and detailed proposal electronically via GeBIZ not later than **1.00pm on Friday, 24 Wednesday, 29 November 2017**. Manual and faxed bids will not be accepted.
- 4 All enquiries regarding this ITQ shall be made in writing and directed to: **Ms. Nelly Ng, email: Nelly_NG@hsa.gov.sg** at least 3 days before the closing date for the submission of ITQ. We reserved the right not to reply to any enquiry which is received after the enquiry deadline.

Yours faithfully

Ms Nelly Ng
Assistant Manager
Health Sciences Authority

QUOTATION CONDITIONS OF CONTRACT (GOODS)

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

1. DEFINITION

In this Terms and Conditions, unless the context otherwise requires:

- (a) "Authority" means the Health Sciences Authority (a statutory board constituted under the Health Sciences Authority Act (Cap. 122C) and includes any officer authorised by the Authority to act on its behalf.
- (b) "Contract" includes the Government's ITQ Message, the Contractor's Quote Message or offer (submitted through GeBIZ), these Conditions of Contract, the specifications and samples, Letter of Acceptance, Order Message or any Orders issued by the Authority to the Contractor for the supply of the Goods.
- (c) "Contract Price" means the price exclusive of the Singapore Goods and Services Tax payable to the Contractor for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract and in law.
- (d) "Contractor" means the successful supplier who has been awarded the Contract by the Authority.
- (e) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.

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 by the Delivery 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 replacing defective or damaged Goods under Clause 4 hereof.

4. INTENTIONALLY LEFT BLANK**5. PAYMENT**

5.1 Within thirty (30) days from the date of invoice or date of receipt of invoice 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 documents referred to in Clause 3.1.

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. SUB-CONTRACTING AND ASSIGNING

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

8. SUSPENSION OR TERMINATION

8.1 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 as at the date of written notice of termination or suspension. 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.

8A. DELAY IN PERFORMANCE

8A.1 Subject to Clause 8.1, if the Contractor fails to perform the Services within the time for delivery/performance specified in the Requirement Specifications or specified by the Authority (if the Requirement Specifications do not contain such specification), the Authority shall have the right –

- (a) to cancel all or any such Services from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages.

Provided that the recovery of such increased costs aforesaid shall be limited to such Services as is purchased or obtained, not exceeding the scope stated in the Contract, from other sources after the Contractor's failure as aforesaid but within three months of the expiry of the Contract.

8B. RIGHTS OF THE AUTHORITY IN THE EVENT OF BREACH/DEFAULT BY THE CONTRACTOR

8B.1 If the Contractor breaches any term or defaults in his performance of this Contract, the Authority may issue a notice of breach or default to the Contractor informing the Contractor of its default. The Contractor shall, within such reasonable time specified by the Authority of the date of the notice of breach or default, remedy the breach or default where such breach or default is capable of being remedied or may be remedied at a delayed time. 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 by way of a notice of termination without the Authority being liable therefor in damages or compensation. The said termination of the Contract shall take effect from the date of the notice of termination.

8B.2 In the event of termination under Clause 8B.1 above, the Authority shall have the right to purchase from other sources all the Goods which remain undelivered at the time of termination or similar Goods, and all increased costs reasonably incurred by the Authority shall be recoverable from the Contractor.

9. GIFTS, INDUCEMENTS AND REWARDS

9.1 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*.

10. VARIATION

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

10A. CONFIDENTIALITY AND SECURITY

10A.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.

10A.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.

10A.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.

10A.4 The Contractor, his employees, servants or agents shall at any time, if so required by the Authority, sign an Undertaking to Safeguard HSA and Official Information in the form prescribed in the Schedule to these Conditions of Contract.

10B. GOVERNMENT REGULATIONS

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, failing which the Authority shall have the right to suspend or terminate the Contract with immediate effect, without any liability to the Contractor for such suspension or termination.

11. APPLICABLE LAW

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

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

12. DISPUTE RESOLUTION

12.1 Subject to Clause 12.2, the Parties irrevocably submit to the exclusive jurisdiction of the Singapore courts.

12.2 Notwithstanding anything in the Contract, in the event of any dispute, controversy or claim arising out of or relating to the Contract, no Party shall proceed to any form of dispute resolution UNLESS the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

12.3 A Party who receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Clause 12.2.

12.4 Failure to comply with Clause 12.2 or 12.3 shall be deemed to be a breach of contract.

13 REPORTING OF WRONGDOING

13.1 The Contractor acknowledges that the Authority regards as highly important the proper conduct in accordance with the Authority's internal governance procedures, of all matters related to this Agreement, including its negotiation, execution and fulfilment. Accordingly, the Contractor agrees for the purposes of assisting the Authority to detect and deal with any wrongdoing relating to this Agreement, to promptly report to the Authority's General Counsel where the Contractor has sufficient grounds to reasonably believe that such wrongdoing has been committed by any of the Authority's employees or officers.

13.2 For the purposes of this Clause 13, "wrongdoing" shall include any failure to observe a legal obligation, miscarriage of justice, endangering the health or safety of persons or the environment, fraud or deliberate error, academic or professional malpractice, improper conduct or unethical behaviour or participating in or condoning a wrongdoing through wilful suppression or concealment of any information relating to a wrongdoing.

13.3 Nothing in this Clause 13 shall affect the Contractor's obligations to the Authority stipulated under any other provision in this Agreement or elsewhere to keep information confidential against unauthorised disclosure to third parties.

**UNDERTAKING TO SAFEGUARD HEALTH SCIENCES AUTHORITY (HSA)
AND OFFICIAL INFORMATION**

1. My attention has been drawn to section 39 of the *Health Sciences Authority Act* (Chapter 122C) relating to the preservation of secrecy of HSA information and the *Official Secrets Act* (Chapter 213) and in particular to Section 5 thereof relating to the safeguarding of official information.
2. I understand and agree that all HSA or official information acquired by me in the course of my work in connection with this contract is of a strictly secret and confidential nature, and is not to be published or communicated by me to any other person in any form whatsoever except in the course of my official duties on a strictly "need-to-know" basis.
3. I shall ensure that HSA's prior written consent is sought prior to any other person being authorised by me to have access to any HSA or official information.
4. I undertake to return any document received from the Health Sciences Authority, any other copies made or reproduced from such document or part thereof in my possession whenever required by the Health Sciences Authority.
5. I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the *Health Sciences Authority Act* or the *Official Secrets Act*.

Signature_____
Full Name in BLOCKS_____
. NRIC/Passport No_____
Designation_____
Name of Company_____
Date_____
Signature of Witness_____
Full Name in BLOCKS_____
NRIC No

Address: _____

Date: _____

This ITQ calls for the Supply and Delivery of Pre-Slit Caps for 2 Years with Options to purchase for Another 2 Years on Annual Basis.

SN	Specifications
1	LCMS (Liquid chromatography–mass spectrometry) Certified Pre-Slit Caps Quantity: 35,000 pcs per year The contract shall take effect from Feb 2018 for a period of 2 years with option to purchase for another 2 years on an annual basis.
2	Specifications - The cap must feature approximate 9mm wide opening with a minimum of 6mm hole with pre-slit septum. - The cap must be able to fit with a 12 x 32mm, 2mL screw top vial, without any visible cap tilting. - The septum must be pre-slit and made of PTFE/Silicone materials - The top layer facing the needle is silicone and the bottom layer facing the sample is PTFE. The silicone layer should be approximately 1 mm thick. - The hole must be at the middle of the cap with the slit on the septum at the middle of the hole. - The septum must not dislodge from the cap after injection. - Must be compatible for use on LC/MS/MS instruments. - The septum must be able to withstand a minimum of 5 injections, both manually and automatically (by LC/MS/MS instruments) using syringe needle, with capability to seal without any sign of dislodging of the septum materials. - The cap must be made of chemically inert material e.g. polyethylene. - The cap must be LCMS certified.
3	Delivery - All deliveries shall be accompanied with the delivery order and the document that certified that the caps are LCMS tested. The Contractor must be able to delivery at least 2,000 pcs per month. - The Contractor shall invoice after goods is delivered with the supporting of endorsed delivery order by HSA designated staff. - Quantities required are based on current consumption estimates. HSA does not guarantee any minimum quantity purchase for the item.
4	Sample Submission - Supplier are required to submit samples/catalogues/brochures for the proposed items. - For our evaluation purposes, supplier is required to submit 30 pcs of non-returnable samples by the ITQ closing date. - If sample is unable to be submitted on the stipulated date, supplier shall write in to request for the extension for not more than 7 days from the submission deadline. The request for extension shall be made at least 3 days prior to the ITQ closing date via email. Failure to submit the samples by the sample submission closing date or by the extended date will be disqualified. - Supplier is allowed to propose different pack sizes according to the supplies. Please indicate them in the fields provided. Each sample shall be labelled as follows: Invitation to quote no: Company Name: Date: Samples are to be submitted to Health Sciences Authority 11 Outram Road Singapore 169078 Level 1 – Adjacent Main Enquiry Counter “Submission for Invitation to Tender ITT Box”

I hereby confirm that I can meet all the Requirement Specifications as stated above.

Supplier's (as *Principal/Agent)
Company or Business Registration No:

Supplier's official
Stamp:

Authorized Signature

Name:

Designation:

(*Delete whichever is not applicable)

Please indicate any non-compliance here should there be any.

Reference To	Remarks

EVALUATION CRITERIA

The proposals will be evaluated on all the following criteria:

Critical Evaluation Criteria

Failure in fulfilling this criterion/these criteria will be disqualified from further evaluation.

- 1) Not debarred by the Ministry of Finance on or after the closing date;
- 2) Full Compliance with Quotation Conditions of Contract; and
- 3) Full Compliance with Requirement Specifications

Evaluation Criteria

In addition to the above critical criterion/criteria, participating vendors will be evaluated based on the following criterion/criteria:

- 1) Rates and prices proposed in ITQ.

PRICE SUMMARY

- I. Please complete the table below stating the tender price in Singapore dollars and exclude GST. Suppliers shall submit their prices exclusive of GST (in Singapore Dollars, and material details in the following table.
- II. Suppliers are required to provide an offer for all the items listed in the Price Summary. Incomplete price proposal will not be considered for further evaluation.
- III. If there is more than 1 offer, please indicate clearly the difference in specification or origin, failing which may result in the disqualification of the Supplier. Likewise, samples must be marked clearly according to the offers. For alternative/equivalent offers, please indicate as "Offer B", "Offer C" and so on. "Offer A" is to be used for offer that best meet our specification or product previously supplied to us.
- IV. Suppliers are required to submit all pricings electronically thru Gebiz. Supplier is required to create additional line in Gebiz and submit Pricing Summary in the following format, should there have any alternative offers.
- V. The Authority reserves the right, unless the Supplier expressly stipulates to the contrary in his quotation, of accepting such portion of each quotation as the Authority may decide.

S/N	Description	Est. Qty	Unit Price	Remarks:
1	2-year supply of LCMS certified Pre-slit caps (Year 1 & 2)	70,000 pcs		Part Number: Pack Size
2	Option to extend for 1-year supply of LCMS certified Pre-slit caps (Year 3)	35,000 pcs		
3	Option to purchase for another 1-year supply of LCMS certified Pre-slit caps (Year 4)	35,000 pcs		

Further information is also required:

Quotation Validity Period:	90 Days		
Country of Origin:			
Shelf-life/ Warranty:			
Lead time:			
Company:		Office No:	
		Fax No:	
Person to contact for clarification:		Mobile No:	
		Email :	