

INSTRUCTIONS TO TENDERERS

Definitions

- 1 Throughout this Invitation to Tender and any resultant Contract, unless the context otherwise requires, the following definitions shall apply :-
 - (a) “The Board” means Public Utilities Board and shall include its assigns and successors in law and its duly authorised representatives.
 - (b) “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, Instructions to Tenderers, Evaluation Criteria, Form of Tender, Form of Contract, Conditions of Contract, Specifications, Schedule of Prices and any other documents and forms enclosed.
 - (c) “Contract” means any resultant contract and its annexes between the Board and the successful Tenderer.
 - (d) “Goods” means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
 - (e) “Contractor” means the successful Tenderer who has been awarded the Contract by the Board.
 - (f) “Tenderer” means a person or his permitted assigns offering to supply the Goods and shall be deemed to include two or more persons if appropriate.
 - (g) “Conditions of Contract” also includes such clauses from the Additional Clauses as will form part of the Contract.
 - (h) 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.
 - (i) Words importing the singular include the plural and vice versa.
 - (j) The headings are for convenience only and not for the purpose of interpretation.

Evaluation Criteria

- 2
 - (a) Where the Invitation to Tender specifies evaluation criteria in terms of the financial category and registration head required for registration with any Government Registration Authority (GRA), namely the Ministry of Finance and the Building and Construction Authority, 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 registration head, the Board will regard the Tenderer as having met the criteria specified in the registration for the financial category and registration 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 Form of 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. In the case of registration with the Ministry of Finance, such tenderers should apply for registration with the Ministry of Finance through the Government Electronic Business (GeBIZ). 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.

Eligibility

- 3 Any company or business who is currently debarred from participating in Government tenders shall not be eligible to participate in this tender. If a tender is submitted without explicitly mentioning that the Tenderer is currently debarred, the Board 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 Board will be entitled to rescind any contracts entered into pursuant to such a tender, without the Board being liable therefor in damages or compensation.

Submission of Tender

- 4
- (a) Tenderers shall submit their tenders in accordance with the mode(s) of submission specified in the Covering Letter.
 - (b) 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).
 - (c) Where the Instructions 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 Board 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.
 - (d) Where the portions of the tenders are to be submitted manually into the tender box, Tenderers shall specify clearly on the top left-hand corner of the sealed envelope (i) the tender number; (ii) the closing date and time of the tender; and (iii) the name and address of the Tenderer. It will be the responsibility of the Tenderer to ensure delivery into the correct tender box, which will be in a position accessible to the public. The Board shall not be held responsible for putting tenders received through the post into the PUB tender box by the closing time and date. Every effort, however, will be made by the Board to promptly convey tenders received through the post into the tender box. Postage must be pre-paid on all tenders sent through the post.
 - (e) 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.

- (f) The tender amount entered by Tenderer in GeBIZ shall correspond to the Tender Sum stated in the Form of Tender and total amount stated in the Schedule of Prices. Any discrepancy among these documents may result in the offer being rejected.
- (g) The Board reserves the right to reject tenders not submitted in accordance with the terms and the mode(s) of submission as specified in this Clause.

Compliance with Instructions

- 5 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 or Conditions of Contract is liable to be rejected. In consideration of the Tenderer agreeing to abide by these instructions in the Invitation to Tender, the Board shall evaluate the tenders fairly and in accordance with the said instructions.

Validity Period

- 6 Tenders submitted shall remain valid for acceptance during 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 Board.

Withdrawal of Tender

- 7 No tenders 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 Board may have against him, be liable to be debarred from future Government tenders.

Compliance with Part Numbers

- 8 If the Board 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-compliance with technical requirements.

Compliance with Technical Requirements

- 9 The Tenderer shall provide explicit responses of compliance or non-compliance with any other technical requirements enclosed in this Invitation to Tender. In the event of any non-compliance with the technical requirements, the Tenderer shall satisfy the Board (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 Board in the manner above, the tender is liable to be rejected.

Acceptance of Tender

- 10
- (a) The Board shall be under no obligation to accept the lowest or any tender. The Board shall normally not enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a tender.
 - (b) The Board reserves the right, unless the Tenderer expressly stipulates to the contrary in his tender, of accepting such portion of each tender as the Board may decide. The Board reserves the right to award different Schedule(s) / Bill(s) of Quantities to different Tenderers.
 - (c) The Board reserves the right to award a Tenderer not more than the specified number of Schedule(s) / Bill(s) of Quantities. If such provision is specified in the tender documents, for Tenderers with common director(s) / shareholder(s), only one of the Tenderers will be considered for award.
 - (d) The issue by the Board 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 Board the Goods and/or Services offered in the Tender. The Contract shall be governed by the Conditions of Contract. The Board may at its discretion require the Tenderer to sign a written agreement.
 - (e) 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.

Copies of Tender

- 11
- Where the Instructions to Tenderers specify that 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".

Samples

- 12
- (a) Where the Invitation to Tender specifies that 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 Board 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 Board shall be borne by the Tenderer.

Specifications, Patterns, Samples or Drawings

- 13 Any specifications, patterns, samples 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 on the closing date.

Language

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

Export Approval

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

Confidentiality

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

Ownership of Tender Documents

- 17 All documents submitted by the Tenderer in response to this Invitation to Tender shall become the property of the Board. 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 Board.

Alteration, Erasures or Illegibility

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

Board's Clarifications of the Tenderer's Proposal

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

Expense of Tenderer

- 20 In no case will any expense incurred by the Tenderer in the preparation of the tender be borne by the Board.

The Goods and Services Tax (GST)

- 21 (a) The Tenderer shall not include in the rates and prices proposed in his tender, the Singapore Goods and Services Tax (GST) 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 Board 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.

GST Registration

- 22 (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 Board. Such declaration shall be made in the Declaration of Goods and Services Tax (GST) Status form enclosed in Annex A.
- (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 Board of his change in GST status. He shall be entitled to claim from the Board any GST charged on the supply of Goods or Services made by him after his change in GST status.

Notification

- 23 Notification will not necessarily be sent to unsuccessful tenderers by the Board.

Applicable Law

- 24 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.

Ownership Status of Tenderer

- 25 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.

Shortlisting Tenderers

- 26 (a) The Board reserves the right to shortlist tenderers in accordance with the criteria set forth in the Invitation to Tender, and give those so shortlisted the opportunity to submit new or amended tenders on the basis of the Board's revised requirements in accordance with a common deadline.
- (b) 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 or electronically to GeBIZ as instructed by the Board.

Abbreviations

- 27 Abbreviations as far as possible should not be used in the tender unless they are defined in the tender.

Corrigenda to Invitation to Tender

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

Clarifications on Tender / Extension of Tender

- 29 Tenderers who wish to seek clarifications on the tender or extension of period of tender shall submit their requests in writing to the following address at least seven (7) working days before the closing date for submission of tender proposals:

Deputy Chief Executive (Operations)
82 Toh Guan Road East
#C4-03, WaterHub
Singapore 608576
Attn: Lim Mong Hoo
Chief Specialist (Water Quality)

Telephone enquiries shall not be entertained.

Schedule of Prices

- 30 (a) Unless specifically provided for in the tender document, Tenderers are required to price each and every item of the Schedule of Prices. Items unpriced shall be deemed to be allowed for in the pricing of other items as detailed in the Clause on "Unpriced Items" in the Preamble to Schedule of Prices.
- (b) The rates and amounts priced by Tenderers shall reflect the prevailing market rates and prices. Tenderers shall justify or show breakdown of the rates or prices of any items in the Schedule of Prices if requested by the Board. If a tenderer fails to comply with these requirements, his tender may be deemed to be non-bona fide and may not be considered by the Board.

- (c) Should there be any errors in pricing the Schedule of Prices, the errors shall be adjusted in accordance with the Clause on “Errors Adjustment” in the Preamble to Schedules of Prices.

Alternative Offer

- 31 Tenderers may submit modifications or alternative proposals to those shown on the drawings or specification. The Tenderer shall detail such modifications or alternative proposals in his tender or in the Remarks column in GeBIZ. Such modifications or alternative proposals may be submitted as part of the main offer or as an alternative offer. The tender submitted by the Tenderer shall be deemed as his fully complying tender if no modification or alternative proposal is highlighted in the tender or in GeBIZ. Any modification or alternative proposal shall be supported with sufficient details including design drawings, calculations and other technical information where applicable to enable the Board to evaluate the proposal. The Board reserves the right to:
- (a) accept or reject any modification or alternative proposal submitted by the Tenderer; and
 - (b) reject any modification or alternative proposal without seeking any further clarification from the Tenderer if insufficient details are submitted.

All offers submitted by the Tenderer shall be indicated both in GeBIZ and the Form of Tender before they will be considered.

Schedule of Past and Current Contracts Executed by Tenderer

- 32 Tenderers are required to complete the Schedule of Past and Current Contracts executed by them giving details of the Contracts including the values, the percentage of works completed and the dates of completion of work in accordance with the format in Annex B. Failure to supply such information may preclude the tender from consideration.

Payment to Successful Tenderer

- 33 All payments to the successful Tenderer shall be made to his bank account through the Inter-bank GIRO system.

Disclaimer

- 34 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 Board 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 Specifications.

Submission of Audited Accounts

- 35 Tenderers shall submit the last three (3) years’ audited accounts including statement of cash flows.

Consortium

- 36 As used in this Invitation to Tender, “Consortium” means an unincorporated joint venture through the medium of a Consortium or a Partnership.

The following shall apply if a tender is submitted by a Consortium:

- (a) Each member of the Consortium shall be a business organisation duly organised, existing and registered under the laws of its country of domicile.
- (b) Each member of the Consortium shall satisfy the registration workhead and financial grade requirements as specified in the Evaluation Criteria.
- (c) No Consortium shall include a member who has been debarred from public sector tenders.
- (d) After the submission of the tender, any introduction of, or changes to, Consortium membership must be approved in writing by the Board.
- (e) A certified copy of the Consortium or Partnership Agreement, signed by all members of the Consortium must be submitted with this tender.
- (f) Information must be submitted with respect to:
 - (i) the legal relationship among the members of the Consortium;
 - (ii) the role and responsibility of each member of the Consortium; and
 - (iii) the address of the Consortium to which the Board may send any notice, request, clarification or correspondence.
- (g) Where tenders are required to be submitted electronically via GeBIZ:
 - (i) **The tender is to be submitted by a member of the Consortium (“Lead Member”).** The appointed Lead Member of the Consortium shall be a GeBIZ Trading Partner and submit the tender for and on behalf of all the Consortium members through GeBIZ.
 - (ii) The completed Form of Tender (with the details of all Consortium members but without any handwritten signature) shall be submitted by the appointed Lead Member of a Consortium as part of his Tender Proposal. This is to be submitted using GeBIZ in the form of attachment files.
 - (iii) Documentary proof must be provided to show that the Lead Member is authorised by all members of the Consortium to submit the tender, receive instruction, give any information, receive the electronic Letter of Acceptance through GeBIZ 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 member of the Consortium.
- (h) If the Board 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 Consortium given in the tender.

- (ii) The issue by the Board 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 Board for the due performance of the Contract.
- (iv) All members of the Consortium shall be required to sign a formal agreement and a Supplementary Agreement with the Board if their tender is accepted. A specimen of the Supplementary Agreement is shown in Annex F. Until the said formal agreement is prepared and executed, the Consortium's tender together with the Board'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.

Submission of Electronic Invoices

- 37 The successful Tenderer shall submit electronic invoices to the Board through the electronic invoice portal, Vendors@Gov, at website <http://www.vendors.gov.sg> instead of hardcopy invoices.

Declaration of Related Companies

- 38 The Tenderer shall declare any participation of related companies in this tender. Related companies are companies with one (1) or more director(s) or shareholder(s) in common or share the same parent/holding company. Such declaration shall be made in the Declaration of related companies form enclosed.