

# **PART 1**

## **INSTRUCTIONS TO TENDERERS**

## **1. INTERPRETATION**

The meaning and definition of terms shall be the same as those found in Clause 1 of the Conditions of Contract.

## **2. EVALUATION CRITERIA**

- 2.1. 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 of the Ministry of Finance ("EPPU"), the Building and Construction Authority, or the Health Sciences Authority, as the case may be, the evaluation of such criteria will be delegated to the relevant GRA.
- 2.2. Where a Tenderer's existing registration with a GRA, which is valid up to the closing date of this Tender Offer, specifies that the Tenderer has met particular criteria in relation to a particular financial category and supply category/head, the Institute 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.
- 2.3. Tenderers who are registered with the relevant GRA, specifying that they have met the criteria for this Invitation to Tender, must declare their registration with the relevant GRA.
- 2.4. Tenderers who do not hold a valid registration from the relevant GRA specifying that they have met the criteria for this Invitation to Tender are advised to apply for the registration with the relevant GRA at the earliest possible opportunity and declare their registration status in their Tender Offers. Such Tenderers should apply for registration with Ministry of Finance through the 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 this Invitation to 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 Tender Offers.

## **3. ELIGIBILITY**

- 3.1. All persons or entities who are debarred from participating in the Institute and/or public sector tenders are disqualified from participating in this Invitation to Tender. Where a Tenderer is debarred after the submission of the Tender Offer, the Tenderer shall not be considered for the award of the Contract. If for any reason, the Institute awards the Contract to any such Tenderer, the Institute may, at any time, rescind the Contract. In such an event, the Institute shall not be liable for any damages or compensation to such Tenderer.

- 3.2. At the discretion of the Institute, this Invitation to Tender may be issued only to firms registered with the relevant GRA, or to such registered firms as have been classified by the Institute as suitable for the supply of the Equipment and Works as set out in the Invitation to Tender. Tenderers who are registered with the BCA and/or EPPU must enclose a photocopy of their BCA and/or EPPU Registration certificate together with their tender proposals.

#### 4. SUBMISSION OF TENDER OFFER

- 4.1. Tenderers shall submit their Tender Offers 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                                 | This shall be submitted to the Institute using GeBIZ. | Refer to Covering Letter      |
| 2. Price Schedule                                 |                                                       |                               |
| 3. Product Brochures                              |                                                       |                               |
| 4. All other parts of the Tenderer's Tender Offer |                                                       |                               |

- 4.2. Tenders submitted using GeBIZ

4.2.1. Where the Instructions to Tenderers specify that Tender Offers are to be submitted using GeBIZ, Tenderers shall submit their Tender Offers in accordance with the Terms and Conditions For Use Of The Government Electronic Business (GeBIZ).

4.2.2. 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 Institute 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 Tenderer 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.

- 4.3. Tenders submitted using Tender Box

4.3.1. Where the Instructions to Tenderers specifies that Tender Offers are to be submitted using the Tender Box:

- (a) The Tender Offer is to be put in a sealed envelope. The envelope should have on its top left-hand:
- the tender number;
  - the closing date and time of the tender;
  - the Tender Box Number to which the Tender must be delivered; and
  - the name and address of the Tenderer.

- (b) All documents and materials must be submitted into the Tender Box at the same time.
- (c) Tenderers shall submit the Tender Offers 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".
- (d) It will be the responsibility of the Tenderer to ensure delivery into the Tender Box. Every effort will, however, be made by the Institute to ensure that Tender Offers received through the post are promptly conveyed into the Tender Box but the Institute bears no liability therefor. Any Tender Offer delivered into the Tender Box after the closing time on the closing date will not be considered. Postage must be pre-paid on all Tender Offers sent through the post.

4.4. Tender Offers submitted using either GeBIZ, Tender Box or both

- 4.4.1. The Tender Offer must include an address where, in the event that any notice request, waiver, consent or approval required to be sent can be directed to.
- 4.4.2. Alternative offer(s) in addition to the base offer may be submitted only if the Form of Tender prescribed in this Invitation to Tender contemplates that such alternative offer(s) are allowed. Any alternative offer(s) must be made with full particulars, including price.
- 4.4.3. The Institute reserves the right to reject Tender Offers not submitted in accordance with the mode(s) of submission specified in the Instructions To Tenderers. Tender Offers forwarded by facsimile or telex or telegram are not acceptable and will be rejected by the Institute.
- 4.4.4. Any inconsistency or conflict arising between parts of the Tender Offer submitted using GeBIZ and the Tender Box shall be resolved in favour of the parts submitted through GeBIZ.

**5. COMPLIANCE WITH INSTRUCTIONS**

- 5.1. Tender Offers will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the Invitation to Tender. Any Tender Offer which attempts to vary any of the documents in the Invitation to Tender is null and void and shall be rejected.
- 5.2. A Tenderer wishing to quote for an alternative to an item shown in the Invitation to Tender may only do so by giving full particulars, including the applicable price thereof, in his Tender Offer.
- 5.3. Tender Offers received after the Tender closing date and time shall be disqualified.

## **6. VALIDITY PERIOD**

Tender Offers submitted shall remain valid for acceptance for the price validity period specified in the Invitation to Tender and during such extension of the period as may be agreed in writing by the Tenderer at the request of the Institute.

## **7. WITHDRAWAL OF TENDER OFFER**

No Tender Offer 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 Institute may have against him, be liable to be debarred from future Institute and/or public sector tenders.

## **8. REQUIREMENT SPECIFICATIONS**

- 8.1. The Equipment and Works supplied shall strictly meet the requirements and specifications as set out in the Requirement Specifications.
- 8.2. The Tenderer shall provide explicit responses of compliance or non-compliance with the Requirement Specifications and/or any other technical requirements enclosed in this Invitation to Tender. In the event of any non-compliance with the Requirement Specifications and/or any other technical requirements, the Tenderer shall satisfy the Institute (by providing a certificate 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 Equipment and Works required and that they are interchangeable. Where the Tenderer fails to satisfy the Institute in the manner above, the Tender Offer is liable to be rejected.

## **9. TENDER PRICE**

The Tenderer shall quote the all-in firm prices for the proposed Equipment and Works based on the payment terms specified in Clause 25 of the Conditions. All prices shall be evaluated on the basis of Singapore Dollars. For prices tendered in currency other than Singapore Dollars, the rate for conversion to Singapore Dollars for the purposes of price evaluation shall be the currency exchange rate for the day before the closing date for the Invitation to Tender, as specified in the Monetary Authority of Singapore website.

## **10. GOODS AND SERVICES TAX**

Tenderers shall not include in the rates and prices proposed in their Tender Offers, the Goods and Services Tax ("GST") chargeable for the supply by the Tenderer to the Institute of the Equipment and Works required in the Tender. All rates and prices quoted shall be exclusive of the GST. The Institute shall reimburse the Contractor any GST charged on the supply by the Contractor to the Institute of the Equipment and Works.

## **11. GST REGISTRATION**

- 11.1. The Tenderer shall declare his GST status in his Tender Offer. He shall clearly indicate whether he is, or whether he will be a taxable person under the Goods and Services Tax Act. He shall, if available, furnish the GST registration number to the Institute.
- 11.2. A Tenderer who declares himself to be a non-taxable person under the Goods and Services Tax Act but who becomes a taxable person after acceptance of his Tender Offer shall forthwith inform the Institute of his change in GST status. He shall be entitled to reimbursement by the Institute of any GST charged on the supply by him of the Equipment and Works, where such supply takes place after his change in GST status.

## **12. SUFFICIENCY OF TENDER PRICE**

- 12.1. Tenderer shall satisfy himself before tendering as to the correctness and sufficiency of his Tender Offer for the supply of the Equipment and Works and all matters and things necessary for the proper execution and completion of the supply regardless of whether such matters or things were specifically set out in the Invitation to Tender.
- 12.2. The Tenderer shall notify the Institute in writing of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the Invitation to Tender documents that may at any time be found. If the Tenderer discovers any ambiguity, discrepancy, conflict, inconsistency or omission in any Invitation to Tender document, the Tenderer shall notify and seek clarification about the same from the Institute at least seven (7) days from the closing date of the Invitation to Tender.
- 12.3. The Tenderer shall be held to have been thoroughly acquainted by his own independent observations and enquiries with the nature, extent and practicality of the Equipment and Works required and all other matters which can in any way influence his Tender Offer price.
- 12.4. The Tender Offer price shall be deemed to have included the delivery of all items and/or the performance of all services to meet the requirements as specified in the Requirement Specifications irrespective of whether such items and/or services have been specifically listed or priced in the Tender Offer.

## **13. DOCUMENTATION**

- 13.1. The Tenderer shall supply and deliver documentation pursuant to Clause 7.3 of the Conditions. The Tenderer shall list out the documents that will be so provided.
- 13.2. During the Tender Offer evaluation, the Tenderer shall supply two (2) copies of available documentation on request by the Institute.

#### **14. LANGUAGE**

The Tender Offer including all data, documents, catalogues etc. must be written in easily comprehensible English Language.

#### **15. CONFIDENTIALITY**

- 15.1. Except with the consent in writing of the Institute, the Tenderer shall not disclose to any third party this Invitation to Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Institute.
- 15.2. The Institute may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples or instructions issued by the Institute.

#### **16. EXPORT APPROVAL**

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

#### **17. OWNERSHIP OF TENDER DOCUMENTS**

- 17.1. All documents submitted by the Tenderer in response to the Invitation to Tender shall become the property of the Institute.
- 17.2. All ideas, concepts, and information contained or reflected in any Tender Offer submitted shall not be considered to be of a confidential nature and the Institute shall be entitled to disclose, and make use of such ideas, concepts, and information or any part thereof.
- 17.3. The Institute reserves to itself all copyright in the Invitation to Tender.

#### **18. ALTERATION, ERASURES OR ILLEGIBILITY**

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

#### **19. INSTITUTE'S CLARIFICATIONS OF TENDER OFFER AND PRESENTATION BY TENDERER**

- 19.1. In the event that the Institute seeks clarification upon any aspect of the Tender Offer, the Tenderer shall provide full and comprehensive response within seven (7) days of notification or such other time frame as may be notified by the Institute to the Tenderer.

- 19.2. The Tenderer shall, on the request of the Institute, make a presentation before the Institute on such aspects of his Tender Offer as may be required by the Institute.

**20. EXPENSE OF TENDERER**

In no case will any expense incurred by a Tenderer in the preparation of his Tender Offer be borne by the Institute.

**21. NOTIFICATION**

The Institute shall not be obliged to send any notification to unsuccessful Tenderers.

**22. APPLICABLE LAW**

All Tender Offers submitted pursuant to this Invitation to Tender and the formation of any resulting contract shall be governed by Clause 29 of the Conditions.

**23. 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; and
- (b) the number, percentage and class of shares held by such person, company or corporation.

**24. CANVASSING**

Canvassing shall render the Tender Offer invalid. In the event of any canvassing being discovered after the acceptance of the Tender Offer, the Institute shall be entitled to rescind the contract awarded without being liable to pay any damages or compensation. In addition, such Tenderer may be liable to debarment for a period to be determined by the Institute.

**25. ACCEPTANCE OF TENDER OFFER**

- 25.1. The Institute reserves the right not to accept the lowest priced or incomplete Tender Offer or any Tender Offer, and shall not be bound to assign any reason for this.
- 25.2. When accepting a Tender Offer, the Institute may accept the whole or any part(s) of the Tender Offer, and the Contract Price shall be adjusted in accordance with the prices specified in the Form of Tender. In the event the adjustment cannot be done on the basis of the prices specified in the Form of Tender, then the adjusted price shall be the fair market price to be determined by the Institute at its sole discretion.

- 25.3. The issue by the Institute of a Letter of Acceptance accepting the Tender Offer or part of the Tender Offer shall create a binding Contract on the part of the Tenderer to supply to the Institute the Equipment and Works offered in the Tender Offer. The Contract shall be governed by the Conditions.
- 25.4. A Letter of Acceptance of the Tenderer's Tender Offer may be issued:
- (a) through GeBIZ to the successful Tenderer; or
  - (b) to the successful Tenderer's address or email address as given in his Tender Offer, by hand, by post or by email, as the case may be;

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

- 25.5. The Institute may at its discretion require the Tenderer to sign a written agreement (as specified in the Form of Agreement). In the event that the Tenderer is a duly authorized agent, the formal agreement is to be executed with the principal. The Tenderer shall bear the stamp duty, payable on the formal agreement, if any.
- 25.6. The Institute reserves the right to accept the Tender Offer(s) of one or more Tenderer(s).
- 25.7. Where the Tender Offer is made in response to an invitation by the Institute for the supply of Goods for which the quantities were unspecified or merely estimated or of Services the extent and/or frequency of which were unspecified or merely estimated and it is stated in the Invitation to Tender that acknowledgment of the whole or any part of the Tender Offer will establish it as a Standing Tender during the period specified in the Invitation to Tender, the issue by the Institute of a Letter of Acceptance of the Tender Offer will render that tender a Standing Tender for the duration of the period during which the Goods and/or Services were stated to be required in the Invitation to Tender. The receipt during that period by the Tenderer of an order for specific quantities of Goods or for Services of a specific extent at specific times from the Institute (evidence of posting by the Institute being legally admissible evidence of receipt by the Tenderer) will create a binding contract on the part of the Tenderer to supply to the Institute those Goods and/or Services in accordance with the Contract. The Institute for its part will be under no obligation to purchase any quantity of Goods and/or Services included in a Standing Tender except to the extent that orders for those Goods and/or Services are already issued by the Institute.

## **26. SAMPLES**

- 26.1. 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 Offer, such samples shall be delivered at the Location 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 Offer liable to be disqualified.

26.2. The Tenderer shall indicate, when submitting the samples, whether he wishes the samples to be returned. If no indication is given, the Institute 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.

26.3. All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to the Institute shall be borne by the Tenderer.

**27. INTENTIONALLY LEFT BLANK**

**28. INSURANCE**

Within fourteen (14) business days of receipt of the Letter of Acceptance issued by the Institute, the Contractor shall deposit with the Institute copies of the insurance policies and evidence of payment of the premium if so required under the Conditions.

**29. AUTHORISED VARIATIONS**

29.1. The Institute reserves the right to negotiate with the Tenderer, to vary any provision or part of the Invitation to Tender or Tender Offer without reference to any other party in the following circumstances: (i) where no one tender is obviously most advantageous in terms of evaluation criteria; or (ii) where exceptional circumstances so necessitate. Any such variation shall be subject to the mutual consent in writing of the Institute and the Tenderer.

29.2. The provisions of this Clause shall in no way affect or detract from the Institute's rights under Clause 25.2 of the Instructions to Tenderers.

**30. GENERAL**

30.1. The Institute reserves the right at any time to withdraw the Invitation to Tender without being liable for any costs, damages, losses and/or expenses whatsoever.

30.2. The Institute 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 Invitation to Tender. The Institute shall have the right to extend the closing date and time of the Invitation to Tender if supplementary terms and conditions are issued under this Clause.

30.3. Evaluation of the Tender Offers will not be based on cost alone. Substantial consideration will be placed on the quality and finishing of the proposed Equipment and Works; and the qualification, experience and references of the Tenderer.

- 30.4. Any queries in respect of the Invitation to Tender or any matter related thereto may be submitted in writing to the contact person indicated on the Invitation to Tender. The Institute reserves the absolute right not to entertain or respond to any query which in the Institute's opinion is inappropriate or improper.
- 30.5. The Tenderer confirms that it has obtained the consent of its employees whose personal data is provided in the Tender Offer to disclose their personal data to the Institute and its Affiliates for the purposes of the Tender Offer and Contract and for the supply of the Works and Equipment.

### **31. SHORTLISTING TENDERERS**

- 31.1. The Institute 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 Tender Offers on the basis of the Institute's revised requirements, in accordance with a common deadline.
- 31.2. The Tender Offers received based on the firm and updated requirements shall form the basis of the final tender evaluation. The Tender Offers received in the final round shall be complete and comprehensive, and shall over-ride all Tender Offers previously submitted. The final Tender Offer shall not make references to previous Tender Offers. All Tender Offers received in the previous rounds shall be treated as lapsed. Such final Tender Offers shall be submitted in sealed envelopes and deposited in the tender box or electronically to GeBIZ as instructed by the Institute.

### **32. CONSORTIUM**

- 32.1. "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.
- 32.2. The following shall apply if a Tender Offer 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 Offer, any introduction of, or changes to, Consortium membership must be approved in writing by the Institute.
  - (d) The following documents must be submitted with this Tender Offer:
    - (i) A certified copy of the consortium or partnership agreement, signed by all members of the Consortium,

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- (ii) The Tender Offer 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 Offer, receive instructions, 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:
  - (iii) relevant provision(s) in the certified copy of the consortium or partnership agreement, or
  - (iv) certified copies of powers of attorney from each member of the Consortium.
- (e) Information must be submitted with respect to:
  - (i) the legal relationship among the members of the Consortium.
  - (ii) the role and responsibility of each member of the Consortium; and
  - (iii) the address of the Consortium to which the Institute may send any notice, request, clarification or correspondence.
- (f) If the Institute 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 Institute 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 Institute for the due performance of the Contract.
  - (iv) As and when requested by the Institute, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the Institute. Until the said formal agreement is prepared and executed, the Consortium's Tender Offer together with the Institute's Letter of Acceptance, shall constitute a binding Contract on all the members of the Consortium.
  - (v) 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:
    - (1) this Contract shall continue and not be dissolved, and

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IBN/330-02/18 - To supply, deliver, install and commission one (1) unit of Fully Automatic Semi-Preparative Gel Permeation Chromatography (GPC) System with a recycle function that comes along with one column for analytical and one column for semi-preparative purposes.

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- (2) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

### **33. CORRIGENDA TO INVITATION TO TENDER**

- 33.1. The Institute 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 Invitation to Tender.