

CONDITIONS OF REQUEST FOR PROPOSAL

FOREWORD

Vendors will be assumed to have reviewed, understood and accepted the implications of this Foreword in relation to and in conjunction with the contents of these Request for Proposal (RFP) Documents.

Potential Vendors must specifically identify any discrepancies in the RFP Documents prior to the submission of the Price Proposal, and the Company may at its discretion make such amendments as it deems fit to the RFP Documents before any Price Proposal or any part thereof has been accepted.

All terms, expressions and words used in this **Section 1** (including this Foreword) shall, if not otherwise defined below, have the same meaning as defined in the Terms and Conditions for the Supply of Equipment in **Section 2**.

These Conditions of RFP will become a part of each Contract.

CONDITIONS OF REQUEST FOR PROPOSAL (RFP)

1 Requirement

- 1.1 This RFP No. SGH_MMD_RFP_18005_GMG is for [THE SUPPLY, INSTALLATION AND COMMISSIONING OF LIQUID CHROMATOGRAPHY TANDEM TRIPLE QUADRUPOLE MASS SPECTROMETRY SYSTEM](#) for Singapore General Hospital (UEN registration number 198703907Z).
- 1.2 All Price Proposals are to comply with the requirements and specifications set out in **Section 5** of the RFP Documents.

2 Definitions

In these Conditions of RFP, the following words or expressions shall bear the meanings ascribed to them respectively below:

- 2.1 “**Company**” means Singapore General Hospital (UEN registration number 198703907Z).
- 2.2 “**Contract**” means the resultant respective and distinct contract entered into between the Company and the Vendor for the supply of the Equipment pursuant to a successful RFP Proposal by the Contractor accepted in whole or in part (as the case may be) by the Company.
- 2.3 “**Contract Price**” means with respect to each Contract the price(s) payable thereunder to the Vendor for the supply of the Equipment to the Company.
- 2.4 “**Equipment**” with respect to each Contract means all the equipment which the successful Vendor is required to supply to the Company under the Contract, and includes all accompanying or necessary Software, as set out in **Section 5**.
- 2.5 “**Intellectual Property Rights**” includes but is not limited to any patent, copyright, design right, trade mark, service mark, trade dress, trade name, goodwill, geographical indication, integrated circuit layout-design right, know-how, confidential information, trade secret, any application (whether pending, in process or issued) for any of the foregoing, and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable, pending registration or unregistered) in any country and in any form, media, or technology now known or later developed.
- 2.6 “**Request for Proposal**” means this Request for Proposal no. [SGH_MMD_RFP_18005_GMG for the SUPPLY, INSTALLATION AND COMMISSIONING OF LIQUID CHROMATOGRAPHY TANDEM TRIPLE QUADRUPOLE MASS SPECTROMETRY SYSTEM](#) dated **26 January 2018** issued by the Company upon the terms set out in the Documents.
- 2.7 “**Letter of Acceptance**” has the meaning ascribed to it in **Clause 8.4** below.
- 2.8 “**Software**” means with respect to each Contract any computer programmes, applications, or codes which may be ancillary or supplementary to, or necessary for the efficient operation of, the Equipment to be supplied to the Company by the successful Vendor under this Invitation to RFP, together with the legitimate license granted by the owners of the Intellectual Property Rights therein; and the media in which the programmes, applications, or codes are stored; together with the accompanying documentation relating to the installation, maintenance and usage of the

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same.

- 2.9 **"Proposed Price"** means in relation to each Price Proposal the prices at which the Vendor is proposing to supply the Equipment, on the terms of this Request for Proposal.
- 2.10 **"RFP Documents"** means the **Section 1 to Section 5**, and all schedules and appendices thereto of the RFP. Any reference in this Agreement to Section 1 to Section 5 is a reference to the Sections of the RFP.
- 2.11 **"Price Proposal"** means the proposal submitted by a Vendor for the supply of the Equipment to the Company pursuant to this Request for Proposal, and includes the Proposed Price at which the Vendor proposes to supply the Equipment, and the documents setting out the aforesaid proposal.
- 2.12 **"Vendor"** means the person or persons proposing to supply the Equipment, and where there are more than one person jointly proposing shall be deemed to refer to all such persons jointly and severally.
- 2.13 Words importing the singular include the plural and *vice versa*. Words denoting the masculine gender include, where appropriate, the feminine gender and the neuter gender, and *vice versa*.
- 2.14 Unless otherwise expressly provided, any reference in these Conditions of RFP to a Clause or a Schedule is a reference to the relevant clause of, or schedule to, these Conditions of RFP.
- 2.15 Where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

3 Compliance with the Conditions of Request for Proposal

- 3.1 The Company has the right to reject any Price Proposal or any part thereof on the grounds of non-compliance with any conditions of the RFP Documents.

4 Price Proposal

- 4.1 Subject to **Clause 8.2**, Proposed Price shall remain valid for acceptance for a period of six (6) months from the closing date of this Request for Proposal and during such extension of the period as may afterwards separately be agreed in writing by the Vendor at the request of Company. The Proposed Price shall be submitted in accordance with the format given in **Section 4** (including all appendices thereto), and shall include pricing for each separate portion of this Request for Proposal as may be required in **Section 4**.
- 4.2 Vendors are to identify any costs relating to charges, royalties or license fees payable in respect of the Equipment to be supplied in any Contract and arising from the ownership of proprietary rights, test equipment or production assets by any third party. Vendors are also to identify the name(s) of the third party or parties to which such costs are payable.
- 4.3 Where customs duty is payable on any of the Equipment offered, the full amount of such duty, including without limitation uplift and handling charges, if any, must be included and shown separately and distinctly from the base price. The Vendor shall be solely liable for the customs duty, including without limitation uplift and handling charges, and shall, when so called upon by the Company, provide proof of payment of such duties and charges.

5 Statements of Compliance

- 5.1 A letter of Compliance to Conditions of Request for Proposal shall be submitted together with the Price Proposal in the format given in **Appendix 1A**.
- 5.2 The Vendor shall be deemed to have proposed on the basis that the Terms and Conditions for the Supply of Equipment stipulated in **Section 2** will, if the Vendor's Price Proposal is accepted in full and to the extent relevant if only part of the Vendor's Price Proposal is accepted, be incorporated in any Contract, unless the Vendor has indicated any disagreement with the same and provided a counter-proposal with respect to each clause of **Section 2** that it disagrees with.
- 5.3 The Vendor shall be deemed to have proposed on the basis that the requirements of this Request for Proposal as stipulated in **Section 5** will be strictly conformed with, unless the Vendor has indicated any non-conformity and provided full description and explanation.

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6 Demonstration and Viewing

- 6.1 Vendors are required, at the request of the Company, to prepare a demonstration for each of the full range of Equipment set out in **Section 5** in respect of which they are proposing, and shall at the request of the Company, arrange for a viewing and/or demonstration of the Equipment, free-of-charge, to the Company or its representative(s) at the following address, or at such other address as the Company may agree to:

Materials Management Department
Singapore General Hospital
Block 8 Level 1
Outram Road
Singapore 169608

- 6.2 The viewing and/or demonstration of the Equipment shall be arranged and conducted within one (1) week (or such extended time period as the Company may agree to in writing) upon request by the Company, at any time after the submission of the Proposal. Proposals will be rejected if this is not complied with on time.

6.3 Trial of Equipment

Vendors shall also provide such number of unit(s) of the Equipment set out in **Section 5** in respect of which they are proposing, free-of-charge, to the Company for the purposes of trial use, as may be requested by the Company from time to time, on the terms and conditions set out in **Appendix 1C**, at the following address:

Materials Management Department
Singapore General Hospital
Block 8 Level 1
Outram Road
Singapore 169608

7 Submission of Request for Proposal

- 7.1 The RFP Proposal shall be submitted as follows:

(a) All documents related to prices, compliances to terms and conditions must be submitted through Singhealth Ariba e-Procurement System.

(b) **Two (2)** copies of all other supporting documents, but not limited to technical summaries, write-ups, project schedules, drawings, descriptive pamphlets, literature and brochures relating to the Proposal, marked with the Vendor's name, shall be consolidated into an envelope. This envelope must be submitted no later than **1500 hours, Friday, 9 February 2018**.

- 7.2 Submission of supporting documents are to be deposited into **Proposal Box No. 1** at the Materials Management Department of the Company (please see address below), no later than **1500 hours, 9 February 2018**. All submissions must be enclosed in an envelope with RFP label (see **Appendix 1B to Section 1**), which must also indicate the Vendor's name and address, and addressed to:

Singapore General Hospital Pte Ltd
Materials Management Department
Block 8 Level 1, Outram Road
Singapore 169608

- 7.3 For Vendors who are sending in their proposals from overseas, the supporting documents have to be received at the office by **1730 hours, Thursday, 8 February 2018**. It is the responsibility of the Vendors to ensure delivery of the documents to this office.

- 7.4 It will be the responsibility of the Vendor to ensure delivery of the supporting documents to this office and deposited in the appropriate proposal box with the time of submission printed by the

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clocking machine provided at the proposal box. The Vendor's name and address should appear on the outside of the envelope containing the documents.

7.5 Any supporting documents received after the time specified above will not be considered.

7.6 Failure to submit the documents as instructed may render the submission invalid.

8 Acceptance of Request for Proposal

8.1 The Company shall be under no obligation to accept the Proposal with the lowest Proposed Price. The Company has the right not to accept any Proposal at all pursuant to this Request for Proposal. The Company shall not be obliged to give, or enter into correspondence with any Vendor regarding, the reasons for non-acceptance of any Proposal.

8.2 For the avoidance of doubt, nothing in this Request for Proposal (RFP) Documents shall be construed as disallowing or prohibiting the Company from negotiating with the Vendors with respect to their respective Proposed Price after the close of this Request for Proposal, and inviting them respectively to revise and resubmit their Proposed Price following and pursuant to such negotiation.

8.3 The Company reserves the right, unless the Vendor expressly stipulates to the contrary in his Proposal, to accept such portion of each Proposal as the Company may decide.

8.4 The issue by the Company of a letter of acceptance or a purchase order (the "**Letter of Acceptance**") in respect of the Proposal, or part of the Proposal (if the Vendor has not expressly stipulated in its Proposal that only the whole of its Proposal may be accepted) shall, subject to **Clause 8.5** below, create a separate and binding Contract between the Company and the Vendor, for the supply to the Company of the Equipment offered in the Proposal or such part thereof as may have been accepted in the Letter of Acceptance. Each such Contract shall be subject to the Terms and Conditions for the Supply of Equipment contained in **Section 2** of this Request for Proposal (as agreed or deemed agreed by the Vendor). The Letter(s) of Acceptance will be handed to or posted to the successful Vendor's address as given in its Proposal and such handling or posting shall be deemed good service of such notice.

8.5 In the event that a Proposal or any part thereof is accepted, notwithstanding the terms of any Letter of Acceptance, such acceptance may if stipulated by the Company be subject to the successful negotiation and execution of written agreements between the Company and the Vendor which may add to, delete from or amend the conditions contained in the RFP Documents.

8.6 The Proposed Price in the successful Proposal shall, to the extent accepted in accordance with this **Clause 8**, be incorporated as the Contract Price in each Contract.

8.7 Failure on the part of any successful Vendor to subsequently meet the requirements of any Contract between the Vendor and the Company will allow termination of such Contract and any of the other Contracts between the Company and that Vendor at the option of the Company.

9 Expense of the Vendor

9.1 Each Vendor will bear all the expenses it incurs in connection with the preparation and submission of its Proposal.

10 Language

10.1 The Proposal and all supporting documentation to be supplied by the Vendor shall be written in the English language only.

11 Notification

11.1 The Company shall be under no obligation to notify unsuccessful Vendors.

12 Alteration, Erasures or Illegibility

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- 12.1 Proposals bearing alterations or erasures and Proposals in which prices or any other items are not legibly stated are liable to rejection. Any error in the Proposal must not be erased but shall be neatly cancelled, corrected and initialed by the authorised representative(s) of the Vendor.

13 **Confidentiality**

- 13.1 Except with the consent in writing by the Company, the Vendor shall not disclose its Proposal, or any of its provisions, or the contents of these RFP Documents, any specifications, plans, drawings, patterns, samples, or information issued by the Company.

14 **Ownership Of RFP Documents**

- 14.1 The Company shall be entitled to retain the Proposals and all supporting documents submitted by the Vendors in response to this Request for Proposal, and shall be entitled to make copies of the same as they deem fit, and disclose the contents of the same to such of its employees, officers, agents, contractors and advisers as it deems fit. For the avoidance of doubt, intellectual property or proprietary information contained in the Proposal submitted by the Vendor shall remain the property of the Vendor.

15 **Precedence of Documents**

- 15.1 In the event of conflict between the provisions set out in the RFP Documents and the contents of any ancillary or supplementary documents, the provisions of the RFP Documents shall take precedence unless otherwise specified in writing by the Company.
- 15.2 The written provisions of the RFP Documents shall take precedence over all verbal representations and purported modifications to the terms of this Request for Proposal. The terms of this Request for Proposal may only be modified in writing by the Company.
- 15.3 In the event that there is any variation to the RFP Documents after the close of this Request for Proposal, the Company reserves the right to re-open Request for Proposal on the basis of the varied RFP Documents to the public or to only the Vendors who have submitted Proposals in accordance with the terms of the original RFP Documents.

16 **Precedence of Submission**

- 16.1 In the event of conflict between the electronic submissions and the contents of any hard copy documents, the electronic submissions of the RFP documents shall take precedence over any hard copy submissions.

Request for Proposal No. : **SGH_MMD_RFP_18005_GMG**
Closing Date and Time : Friday, **9 February 2018**
1500 hrs

Note: Submission through Ariba Website

Request for Proposal for the **Supply, Installation and Commissioning of Liquid Chromatography Tandem Triple Quadrupole Mass Spectrometry System**

Singapore General Hospital Pte Ltd
Materials Management Department
Block 8 Level 1
Outram Road
Singapore 169608

For Overseas Proposal Only

Request for Proposal No. : **SGH_MMD_RFP_18005_GMG**
Closing Date and Time : **Thursday, 8 February 2018**
1700 hrs

Note: Submission through Ariba Website

Request for Proposal for the **Supply, Installation and Commissioning of Liquid Chromatography Tandem Triple Quadrupole Mass Spectrometry System**

Singapore General Hospital Pte Ltd
Materials Management Department
Block 8 Level 1
Outram Road
Singapore 169608

TERMS AND CONDITIONS FOR TRIAL EQUIPMENT

1. Definitions and Interpretation

1.1 Unless otherwise stipulated, words and phrases shall have the same meanings in these Terms and Conditions for Trial Equipment as their respective definitions in **Section 1**.

1.2 In these Terms and Conditions for Trial Equipment, the following words or expressions shall bear the meanings ascribed to them respectively below:

“**Trial Period**” means the period required by the Company for trial use of the Trial Equipment pursuant to **Clause 6 of Section 1**

“**Trial Equipment**” means the sample equipment, which the Vendor is required by the Company for trial use pursuant to **Clause 6 of Section 1**;

1.3 Words importing the singular include the plural and *vice versa*. Words denoting the masculine gender include, where appropriate, the feminine gender and the neuter gender, and *vice versa*.

1.4 Where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.

2. Supply of Trial Equipment

2.1 In consideration of the invitation to participate under [Request for Proposal No. SGH_MMD_RFP_18005_GMG for THE SUPPLY, INSTALLATION AND COMMISSIONING OF LIQUID CHROMATOGRAPHY TANDEM TRIPLE QUADRUPOLE MASS SPECTROMETRY SYSTEM](#) which is called by the Company and the opportunity for its [Proposal](#) to be considered by the Company in accordance with the terms in **Section 1**, the [Vendor](#) agrees to supply to the Company such number of Trial Equipment as may be required by the Company from time to time, for the Trial Period, on the terms set out in these Conditions.

2.2 For the avoidance of doubt, the [Vendor](#) acknowledges and agrees that the Trial Equipment are provided to the Company solely for the purpose of allowing the Company to test the Trial Equipment in connection with the [Vendor's](#) submission of a [Proposal](#) under [Request for Proposal No. SGH_MMD_RFP_18005_GMG for THE SUPPLY, INSTALLATION AND COMMISSIONING OF LIQUID CHROMATOGRAPHY TANDEM TRIPLE QUADRUPOLE MASS SPECTROMETRY SYSTEM](#) and that the provision of the Trial Equipment shall not in any way oblige the Company to purchase the Trial Equipment or any other equipment from the Vendor or enter into any contractual arrangement with the Vendor.

3. Delivery of Trial Equipment

3.1 The Vendor shall at its own expense deliver the Trial Equipment to the Company at such time and location as may be requested by the Company.

4. Title

4.1 The Vendor shall retain title and ownership of the Trial Equipment.

5. Representations and Warranties

5.1 The Vendor warrants that the Trial Equipment supplied to the Company shall be free from all defects, patent or latent, and fit not only for the purposes for which they may generally be expected to be used for, but also for all relevant purposes notified (whether in writing or orally) to the Vendor, and shall meet the standard of satisfactory quality, as the same is provided in the Sale of Goods Act, Chapter 393 of Singapore. The Vendor hereby also acknowledges that it is aware of the purposes for which the Trial Equipment are intended to be used.

5.2 The Vendor warrants that the Trial Equipment supplied shall in all respects (including the design, manufacture, processing, storage and testing thereof) comply with all legal, regulatory and health and safety requirements, and meet all relevant industry standards, including any standards

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applicable to the Trial Equipment.

- 5.3 All representations, statements or warranties made or given by the Vendor, its servants or agents to the Company, whether in writing or orally, regarding the quality or fitness for purpose of the Trial Equipment or any part thereof shall be deemed to be express conditions of these Terms and Conditions for Trial Equipment, provided that nothing in such representations, statements or warranties shall entitle the Vendor to derogate from, or relieve the Vendor in any way of, its obligations to ensure that Trial Equipment supplied comply with all requirements, warranties and conditions in these Terms and Conditions for Trial Equipment.

6. Training

- 6.1 The Vendor shall at its own expense provide such training to the personnel of the Company in relation to the proper and efficient usage, maintenance, storage and where relevant, disposal of the Trial Equipment as may be prudent or necessary to allow the Company to effectively test and use the Trial Equipment in compliance with all legal, regulatory and health and safety requirements.

7. Maintenance

- 7.1 The Vendor shall at its own expense maintain the Trial Equipment in full working condition in compliance with all legal, regulatory and health and safety requirements, and meet all relevant industry standards, for the duration of the Trial Period.

8. Removal of Trial Equipment

- 8.1 The Vendor shall be responsible for removing the Trial Equipment at its own expense, at the end of the Trial Period or any earlier date as may be requested by the Company. Such removal shall at all times comply with all legal, regulatory and safety requirements, and meet all relevant industry standards, applicable thereto.

9. Loss or Damage to Trial Equipment

- 9.1 The Company shall not be liable for any loss or damage to the Trial Equipment during the Trial Period, howsoever caused. The risk of any loss or damage to the Trial Equipment remains with the Vendor regardless of the passing of possession thereto to the Company.

10. Indemnity

- 10.1 If in the course of the delivery, acceptance, testing, use or operation or disposal of the Trial Equipment or any part or unit thereof, damage to property or death or personal injury occurs or is caused by faulty workmanship in the manufacture of the Trial Equipment, or any part or unit thereof, or the use of sub-standard materials in the manufacture, or defective design, or by any negligence on the part of the Vendor howsoever arising, the Vendor shall keep the Company harmless and indemnified (including legal costs on an indemnity basis) against any and all losses, damages or claims arising therefrom or referable thereto and all expenses incurred thereby.
- 10.2 The Vendor shall also to the same extent indemnify and keep the Company harmless against any claim arising out of or referable to non-compliance by the Vendor with the provisions of **Clause 5**.

11. Governing Law

- 11.1 These Terms and Conditions for Trial Equipment shall be deemed to be made in Singapore, and will be subject to and governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose. The application of the United Nations Convention on Contracts for the International Sale of Goods 1980 to these Terms and Conditions for Trial Equipment is hereby expressly excluded.