

1. Definitions

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

- a. "Invitation to Tender" means the invitation to participate in this tender and comprises all tender documents forwarded to the Tenderer inclusive of the Covering Letter, Instructions to Tenderers, Form of Tender, Conditions of Contract, Requirement Specifications and any other documents and forms enclosed.
- b. "Contract" means any resultant contract and its Annexes between the National Environment Agency (herein called "the Agency") and the successful Tenderer.
- c. "Contractor" means the successful Tenderer.
- d. "Tenderer" means a person or his permitted assigns tendering to provide the Goods and/or Services pursuant to the Invitation to Tender, and shall be deemed to include two or more persons if appropriate.
- e. "Tender Offer" means the offer submitted by the Tenderer to provide Goods and Services to the Agency in response to the Invitation to Tender, and other documents submitted by the Tenderer and accepted in writing by the Agency as modifying such offer submitted by the Tenderer.
- f. "Conditions of Contract" also includes such clauses from the Compendium of Additional Clauses as will form part of the Contract.
- g. Save as set out above, all other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

2. Registration with Government Registration Authority

- a. Where the Invitation to Tender specifies evaluation criteria in terms of the financial category and supply category/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 Invitation to Tender, specifies that the Tenderer has met particular criteria in relation to particular financial category and supply category/head, the Agency will regard the Tenderer as having met the criteria specified in the registration for the financial category and supply category/head set out in the registration and in the manner set out in the registration.
- c. Tenderers who are registered with the relevant GRA, specifying that they have met the criteria for this Invitation to Tender, must declare their registration status in the manner set out in the Invitation to Tender.
- d. Tenderers who do not hold a valid registration from the relevant GRA specifying that they have met the criteria for this Invitation to Tender are advised to apply for the registration with the relevant GRA at the earliest possible opportunity and declare their registration

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status in their Tender Offers. Such Tenderers should apply for registration with the Ministry of Finance through the Electronic Business (GeBIZ). The address for the GeBIZ Homepage is <http://www.gebiz.gov.sg/>. If their registration with the relevant GRA is still pending at the time of submission of their Tender Offer, Tenderers should enclose a copy of the receipt for registration fee paid issued by the GRA(s) with their Tender Offers.

3. Eligibility

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

4. Submission of Tender

- a. Tenderers shall submit their Tender Offers in accordance with the following mode of submission:

Information or document(s) in Tender Offer	Mode of Submission	Closing Date (Singapore time)
1. Tender Price in GeBIZ 2. Part 3: Form of Tender 3. Part 4: Price Schedule 4. Annex I - Schedule of Environmental Best Practices & Processes 5. Annex II - Undertaking to Safeguard Official Information 6. Compliance Tables in Part 2: Requirement Specifications 7. All other necessary supporting documents (i.e. Product technical information/ brochures/ catalogues)	This shall be submitted to the Agency using GeBIZ.	23 December 2019, 4pm

- b. Where 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).
- 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 Agency 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 authorized signature of the

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Tenderer, as conclusive evidence of the authenticity of the submitted document and the Agency of the originator of the submitted document.

- d. The Agency reserves the right to reject Tender Offers not submitted in accordance with the mode(s) of submission specified in the Instructions To Tenderers.

5. Compliance with Instructions

- a. Any Tender Offer which is not submitted according to the instructions contained and in the form(s) prescribed in this Invitation to Tender, or which attempts to vary any provision of or fails to fully comply with this Invitation to Tender, is liable to be rejected.
- b. The Tenderer's Tender Offer may include alternative offer(s) which comply with this Invitation to Tender (including the Requirement Specifications).

6. Tendering Period

This Invitation to Tender shall be closed on the Closing Date and Time. "**Closing Date and Time**" means the date and time specified in Clause 4(a), or such other date and time as notified by the Agency from time to time through GeBIZ. Tender Offers received after the Closing Date and Time shall be disqualified.

7. Validity Period

Tender Offers submitted shall remain valid for acceptance during the Validity Period specified in the Form of 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 Agency.

8. 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 Agency may have against him, be liable to be debarred from future public sector tenders.

9. Not in Use

10. Compliance with Technical Requirements

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 Agency (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 Agency in the manner above, the Tender Offer is liable to be rejected.

11. Acceptance of Tender

- a. The Agency shall be under no obligation to accept the lowest priced or any Tender Offer.
- b. The Agency reserves the right to accept the whole or any part(s) of the Tender Offer as the Agency may decide, unless the Tenderer expressly stipulates in its Tender Offer that certain parts of the Tender Offer are to be treated as indivisible.
- c. The issuance of a Letter of Acceptance by the Agency accepting the Tenderer's Tender Offer or part of the Tender Offer (see paragraph (b) for exception) shall create a binding Contract between the Agency and the Tenderer. The Contract shall be governed by the Conditions of Contract. The Agency may at its discretion require the Tenderer to sign a written agreement.
- d. The Letter of Acceptance may be issued:
 - i. through GeBIZ to the successful Tenderer, or
 - ii. to the successful Tenderer's address as given in his Tender Offer 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.

12. Not in Use

13. Government Electronic Business System (GeBIZ)

Tenderers are put on notice that business transactions with the Agency shall be conducted by the electronic exchange of information using the GeBIZ system or such other mode as the Agency may specify.

It shall be the Tenderer's responsibility to check GeBIZ for any addendum, corrigendum or other documents that may be issued in respect of this Invitation to Tender before the Closing Date and Time.

14. Not in Use

15. Not in Use

16. Demonstration of Claimed Capabilities

At the request of the Agency, the Tenderer shall, at its own expense, prepare and conduct locally, demonstrations or presentations to substantiate the Tenderer's capabilities as described in its Tender Offer.

The Agency is entitled to require the Tenderer to make available all necessary information and equipment to enable the Tenderer to demonstrate the claims in its Tender Offer.

17. Language

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

18. Export Approval

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

19. Confidentiality

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

20. Ownership of Tender Documents

All documents submitted by the Tenderer in response to this Invitation to Tender shall become the property of the Agency. However, intellectual property in the information contained in the Tender Offer 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 Agency.

21. 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.

22. Agency's Clarifications of the Tenderer's Proposal

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

23. Tender Offer

The Tenderer shall satisfy itself before tendering as to the correctness and sufficiency of its Tender Offer for the supply of the Goods and Services, and all matters and things necessary for the proper execution and completion of such supply, including any duties, customs and excise, licenses, transport and insurance expenses, regardless of whether such matters or things were specifically set out in this Invitation to Tender.

The Tenderer shall ensure that its Tender Offer is complete, and that the information in its Tender Offer is clearly visible without further action required by the Agency. In particular, the Tenderer shall ensure that all information in any softcopy or spreadsheet or other document is not hidden in rows or otherwise not visible. Any part of the Tender Offer that is not clearly visible without further action required by the Agency may be excluded from the Tender Offer and may not be considered in the evaluation of such Tender Offer.

The Tender Price shall be deemed to have included the delivery of all items and performance of all works and services to meet the requirements as specified in the Requirement Specifications irrespective of whether such items, works and/or services have been specifically listed or priced in the Tender Offer.

The Tenderer shall be deemed to have been thoroughly acquainted by its own independent observations and enquiries as to all matters which can in any way influence its Tender Price.

The Tenderer shall notify the Agency in writing of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the documents in this Invitation to Tender and seek clarification about the same from the Agency at least ten (10) days before the tender closing date before the Closing Date and Time.

No oral representation shall be:

- a. binding on the Agency; or
- b. construed as modifying or varying any of the provisions of this Invitation to Tender.

24. Expense of Tenderer

In no case will any expense incurred by the Tenderer in the preparation or submission of his Tender Offer or subsequent clarifications be borne by the Agency.

25. The Goods and Services Tax (GST)

- a. The Tenderer shall not include in the rates and prices proposed in his Tender Offer, the Singapore Goods and Services Tax (GST) chargeable for the supply of Goods or Services required in this Invitation to Tender. All rates and prices quoted shall be exclusive of GST.
- b. If the Contractor is a taxable person under the GST Act, the Agency shall reimburse the Contractor for the GST charged on the supply by the Contractor of goods and services provided pursuant to this Invitation to Tender.

26. GST Registration

- a. The Tenderer shall declare its GST status in its Tender Offer. The Tenderer shall clearly indicate whether it is, or will be, a taxable person under the GST Act. The Tenderer shall furnish its GST registration number to the Authority, if available.
- b. A Tenderer who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person at any time thereafter shall forthwith inform the Authority of his change in GST status. The Tenderer shall be entitled to reimbursement from the Agency any GST charged on the supply of Goods or Services made by him after his change in GST status.

27. Notification

Notification will not necessarily be sent to unsuccessful tenderers by the Agency.

28. Applicable Law

All Tender Offers 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.

29. Not in Use

30. Shortlisting of Tenderers

The Agency 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 Agency's revised requirements, in accordance with a common deadline.

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 the Tender Offers received in the previous rounds shall be treated as lapsed. Such final Tender Offers shall be submitted as instructed by the Agency.

31. Clarifications on Invitation to Tender

Tenderers who wish to seek clarifications on this Invitation to Tender shall submit their requests in writing to the following email address at least ten (10) days before the tender closing date for submission of Tender Offers:

Dr Fang Zhanxiong at fang_zhanxiong@nea.gov.sg

Clarifications received less than ten (10) days before the closing date for submission of Tender Offers and telephone enquiries shall not be entertained.

32. Schedule of Prices

- a. Tenderers shall provide the Agency a price summary as stated in **Part 4: Price Schedule**.

Tenderers are required to price each and every item of the Schedule of Prices and any unpriced item shall be deemed to be allowed for in the pricing of other items.

- b. The tendered prices shall include all incidental and contingent costs and expenses necessary to complete the Contract in accordance with the Conditions of Contract and Requirement Specifications.
- c. All Tenderers shall ensure that the Schedule of Prices are free of arithmetical and extension errors. In the event of errors discovered after the submission of Tender Offer, the tendered sums/rates shall be adjusted subject to agreement between the Agency and the successful Tenderer.

33. Alternative Offer

Tenderers may submit alternative offers. An alternative offer is an offer which functionally meets the Requirement Specifications and may use materials, designs or processes different from those specified. However, Tenderers who submit alternative offers are required to submit a base offer as well. A base offer is an offer which functionally meets the Requirement Specifications. A separate Price Schedule is required for each alternative offer.

34. Not in Use

35. Payment to Successful Tenderer

All payments to the successful Tenderer shall be made to his bank account through the Inter-bank Giro System.

36. Not in Use

37. Environmentally Friendly Materials and Work or Best Practices

It is the policy of the Agency to promote the use of environmentally friendly materials and work or best practices. Tenderers may at their discretion complete the Schedule of Environmental Best Practices & Processes incorporating environmental considerations including utilization of environmentally friendly products and services by the Tenderer. Wherever possible, Tenderers are encouraged to give details of environmental accreditations obtained. Disclosure may be made in the form enclosed in **Annex I**.

For the avoidance of any doubt, nothing in this clause requires a Tenderer to disclose the requested information.

38. Consortium

- a. As used in this Invitation to Tender, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.
- b. The following shall apply if a Tender Offer is submitted by a Consortium:
 1. Each member of the Consortium shall be a business organization duly organized, existing and registered under the laws of its country of domicile.
 2. No Consortium shall include a member who has been debarred from public sector tenders.
 3. After the submission of the Tender Offers, any introduction of, or changes to, Consortium membership must be approved in writing by the Agency.
 4. The following documents must be submitted with the Tender Offer:
 - a. A certified copy of the consortium or partnership agreement, signed by all members of the Consortium,
 - b. **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 instruction, give any information, accept any contract and act for and on behalf of all the members of the Consortium. The documentary proof could be in the form of:
 - I. relevant provision(s) in the certified copy of the consortium or partnership agreement, or
 - II. certified copies of powers of attorney from each member of the Consortium,
 5. Information must be submitted with respect to:
 - a. the legal relationship among the members of the Consortium;
 - b. the role and responsibility of each member of the Consortium; and
 - c. the address of the Consortium to which the Agency may send any notice, request, clarification or correspondence.
 6. If the Agency awards the Contract to a Consortium:
 - a. The Letter of Acceptance may be issued through GeBIZ or handed to or posted to the address of the Lead Member of the Consortium given in the Tender Offer.
 - b. The issue by the Agency of a Letter of Acceptance shall create a binding Contract on all the members of the Consortium.
 - c. Each member of the Consortium shall be jointly and severally responsible to the Agency for the due performance of the Contract.

- d. As and when requested by the Agency, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the Agency. Until the said formal agreement is prepared and executed, the Consortium's Tender Offer together with the Agency's Letter of Acceptance, shall constitute a binding Contract on all the members of the Consortium.
- e. 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.

39. Pricing of Tender Offers

The Tender Sum shall be stated in figures by the Tenderer in the **Part 4: Price Schedule**. Where there is any discrepancy between the Tender Sum stated in Part 4: Price Schedule and the amount submitted in GeBIZ, the Tender Sum in GeBIZ shall prevail.

40. Undertaking to Safeguard Official Information

All official information acquired by the Tenderer in the course of tendering and in performing the Contract, if awarded, shall be strictly confidential in nature, and is not to be published or communicated to any unauthorised person in any form at any time. Such declaration shall be made in the form enclosed in **Annex II**.

41. Not in Use

42. Award of Contract

The successful Tenderer (if any) shall be notified of the Agency's acceptance of his Tender Offer within the Validity Period specified in the Invitation of Tender, and shall, within thirty (30) days' of such notification, execute the formal agreement.

The period for complying with the above requirement(s) may, however, be extended if there are adequate reasons for so doing.

43. Clarifications on Tender Performance

Tenderers who wish to seek feedback on their tender performance after tender award can approach the Agency for clarifications within one (1) month from tender award published in GeBIZ.

44. Corrigenda to Invitation to Tender

The Agency 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 and time.

45. Not in Use

46. Evaluation Criteria

Tender Offers shall be evaluated based on the criteria stated in **Part 5: Evaluation Criteria**

47. Disclaimer and Limitation of Liability

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 Agency shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate.

The Agency shall not be liable for any loss of profit or indirect or consequential losses arising from or in connection with the Agency's failure to comply with its legal obligations in conducting this Invitation to Tender, considering or evaluating any Tender Offer or accepting any Tender Offer. Any liability shall be limited to the costs of preparing and submitting the Tender Offer reasonably incurred by the Tenderer.