

PART 1

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INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

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

- a) "Conditions of Contract" means all terms and conditions in the Conditions of Contract.
- b) "Contract" means the contract between NUS and the successful Tenderer formed upon the issuance of the Letter of Acceptance which shall include all the documents comprising the Invitation to Tender and any other documents that the parties expressly agree in writing shall constitute part of the Contract, and all these documents taken together shall be deemed to form one contract and be complementary to one another.
- c) "Contractor" means the successful Tenderer.
- d) "EPS" means the eProcurement system or portal used by NUS to carry out the procurement of Goods and/or Services electronically.
- e) "Invitation to Tender" and "Tender" means the invitation to participate in this Tender and comprises all tender documents provided to the Tenderer inclusive of the Covering Letter, Instructions to Tenderer, Conditions of Contract, Requirement Specifications, Evaluation Criteria, Particulars of Tenderer Form, Form of Tender, Schedule to Form of Tender and any other documents and forms enclosed.
- f) "NUS" or "University" means the National University of Singapore and includes any officer authorised by the National University of Singapore to act on its behalf.
- g) "Tenderer" means a person, firm or company or each member of a Consortium (in each case including their respective permitted assigns) tendering to provide the Goods and/or Services.

Save as set out above, all other capitalised terms referred to in this Invitation to Tender shall have the same meanings as those given in 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 any Government Registration Authority (GRA), namely the Expenditure and Procurement Policies Unit of the Ministry of Finance, and/or the Building and Construction Authority, the Tenderer must be registered with 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, specifies that the Tenderer has met the particular criteria in relation to a particular financial category and supply category/head, NUS will regard the Tenderer as having met the criteria 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 Tender, must declare their registration status in the manner set out in the Invitation to Tender.

- 2.4 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. For registration with EPPU, Tenderers should apply through the Government Electronic Business (GeBIZ) Homepage at <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.

3. ELIGIBILITY

- 3.1 Any company or business that is currently debarred from participating in NUS tenders is not eligible to participate in this Tender. If a tender is submitted without explicitly mentioning that the Tenderer or any of its proposed sub-contractors is currently debarred, NUS shall treat the submission of the tender as an express continuing declaration by the Tenderer that the Tenderer or each of its proposed sub-contractors is in fact eligible to participate in this Tender and, if such a declaration is discovered to be false, NUS will be entitled to rescind any contracts entered into pursuant to such a tender, without NUS being liable therefor in damages or compensation.
- 3.2 Where sub-contracting is allowed after the award of the Tender, it shall be the responsibility of the Contractor to ensure that its proposed sub-contractor submitted to NUS for approval is not debarred from participating in NUS tenders.

4. SUBMISSION OF TENDER

- 4.1 The Tenderer must complete and submit the documents referred to in and in accordance with Annex 1 hereto.
- 4.2 Where tenders are to be submitted using tender box,
- a) Tenders must be submitted in sealed envelopes. Tenderer shall specify clearly on the top left-hand corner of the envelope (i) the Tender number; (ii) the closing date and time of the tender; (iii) the tender box number (if any) to which the tender must be delivered; and (iv) the name and address of the Tenderer.
 - b) The Tenderer shall ensure delivery into the tender box, which will be in a position accessible to the public.
 - c) The Tenderer shall submit his tender and any supporting data in sets of two (2). One set is to be marked as "Original" and the other set to be marked as "Copy".
- 4.3 NUS reserves the right to reject tenders not submitted in accordance with the mode(s) of submission specified in Annex 1 hereto.
- 4.4 Any inconsistency or conflict arising between parts of the tenders submitted using EPS and the tender box shall be resolved in favour of the parts submitted through EPS.

5. COMPLIANCE WITH INSTRUCTIONS

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, NUS shall evaluate the tenders fairly and in accordance with the said instructions. In the event of any inconsistency or contradiction between the Conditions of Contract and the Tenderer's submission, the Conditions of Contract shall prevail.

5A. NEGOTIATIONS

NUS may conduct negotiations for the Tender. Any elimination of Tenderers from participating in the negotiations will be carried out in accordance with the evaluation criteria set out in the tender documents. When negotiations are concluded, a common deadline will be provided for the remaining participating Tenderers to submit any new or revised tenders.

6. VALIDITY PERIOD

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

7. WITHDRAWAL OF TENDER

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 NUS may have against him, be liable to be debarred from future NUS tenders.

8. COMPLIANCE WITH TECHNICAL REQUIREMENTS

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

9. ACCEPTANCE OF TENDER

- 9.1 NUS shall be under no obligation to accept the lowest, the whole or any tender. NUS shall normally not enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a tender.
- 9.2 NUS reserves the right, unless the Tenderer expressly stipulates to the contrary in his tender, of accepting such portion of each tender as NUS may decide. NUS reserves the right to accept the offer(s) of one or more Tenderers.
- 9.3 The issue by NUS of a Letter of Acceptance, accepting the tender or part of the tender (see paragraph 9.2 for exception) shall create a binding Contract on the part of the Tenderer to supply to NUS the Goods and/or Services offered in the tender. The Contract shall be governed by the Conditions of Contract. NUS may at its discretion require the Tenderer to sign a written agreement.

9.4 The Letter of Acceptance may be issued:

- a) through EPS to the successful Tenderer, or
- b) to the successful Tenderer's address as given in his tender by hand or by post.

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

10. SAMPLES

- 10.1 Where the Invitation to Tender specifies that samples; e.g. of Goods and/or Services, 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.
- 10.2 The Tenderer shall indicate, when submitting the samples, whether he wishes the samples to be returned. If no indication is given, NUS 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.
- 10.3 All costs, including but not limited to all transportation costs, incurred in providing and delivering such samples to NUS shall be borne by the Tenderer.

11. SPECIFICATIONS, PLANS, PATTERNS, SAMPLES OR DRAWINGS

- 11.1 Any specifications, plans, patterns, samples or drawings specified in the Invitation to Tender will be available for inspection by the Tenderer at the address specified in the Invitation to Tender during normal working hours up to the stipulated time on the closing date.

12. LANGUAGE

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

13. EXPORT APPROVAL

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

14. CONFIDENTIALITY

- 14.1 Except with the consent in writing of NUS the Tenderer shall not disclose this Tender, or any of its provisions, or any specifications, plans, patterns, samples, drawings, or information issued by NUS to any person.

- 14.2 NUS may require an unsuccessful Tenderer to return any specifications, plans, patterns, samples, drawings, or any documents issued by NUS.

15. OWNERSHIP OF TENDER DOCUMENTS

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

16. ALTERATION, ERASURES OR ILLEGIBILITY

- 16.1 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.

17. CLARIFICATION BY NUS OF THE TENDERER'S PROPOSAL

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

18. EXPENSE OF TENDERER

- 18.1 In no case will any expense incurred by the Tenderer in the preparation of his tender be borne by NUS.

19. GOODS AND SERVICES TAX (GST)

- 19.1 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 and/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/or Services.
- 19.2 If the Contractor is a taxable person under the GST Act, NUS will pay the Contractor, in addition to the rates and prices proposed, the GST chargeable on the supply of Goods and/or Services provided pursuant to this Tender.

20. GST REGISTRATION

- 20.1 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 NUS.
- 20.2 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 NUS of his change in GST status. He shall be entitled to claim from NUS any GST charged on the supply of Goods or Services made by him after his change in GST status.

21. NOTIFICATION

21.1 Notification will not necessarily be sent to unsuccessful Tenderers by NUS.

22. APPLICABLE LAW

22.1 All tenders submitted pursuant to this Invitation to Tender and the interpretation of the Contract (including its formation) shall be governed by the laws of the Republic of Singapore.

23. OWNERSHIP STATUS OF TENDERER

23.1 The Tenderer shall provide full information on

- a) the name and address of any person or company 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 or company.

24. SHORTLISTING OF TENDERERS

24.1 NUS 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 NUS' revised requirements, in accordance with a common deadline.

24.2 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 supersede 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 electronically through EPS and/or in sealed envelopes and deposited in the tender box as instructed.

25. CONSORTIUM

25.1 As used in this Invitation to Tender, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

25.2 The following shall apply if a tender 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 NUS tenders.
- c) After the submission of the tender, any introduction of, or changes to, Consortium membership must be approved in writing by NUS.
- d) The tender is to be submitted by a member of the Consortium ("Lead Member").
- e) The following documents must be submitted with this tender:

- (i) A certified true copy of the consortium or partnership agreement, signed by all members of the Consortium which agreement shall contain, amongst other things, an express agreement by each member of the Consortium to be bound by the terms of this Invitation to Tender,
 - (ii) Documentary proof that the Lead Member is authorised by all members of the Consortium to submit, sign the tender, 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:
 - (1) relevant provision(s) in the certified true copy of the consortium or partnership agreement, or
 - (2) certified true copies of powers of attorney from each member of the Consortium.
- f) Information must be submitted with respect to:
 - (i) The particulars of each member of the Consortium, to be provided in a separate Particulars of Tenderer form, that will include the member's legal identity, place of incorporation or establishment and its registered address;
 - (ii) the legal relationship among the members of the Consortium;
 - (iii) the role and responsibility of each member of the Consortium; and
 - (iv) the address of the Consortium to which NUS may send any notice, request, clarification or correspondence.
- g) If NUS awards the Contract to a Consortium:
 - (i) The Letter of Acceptance may be through EPS or handed to or posted to the address of the Lead Member of the Consortium given in the tender.
 - (ii) The issue by NUS 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 NUS for the due performance of the Contract.
 - (iv) As and when requested by NUS, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with NUS. Until the said formal agreement is prepared and executed, the Consortium's tender together with NUS'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.

26. CORRIGENDA TO INVITATION TO TENDER

NUS 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.

27. DISCLAIMER

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. NUS 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 Requirement Specifications.

ANNEX 1

Mode of Submission	Information or document (s) in tender	Closing Date/Time
EPS	1. Particulars of Tenderer Form 2. Form of Tender 3. Schedule to Form of Tender 4. Copy of instant information service from the Accounting and Corporate Regulatory Authority of Singapore 5. Audited Annual Financial Statements for past 2 years 6. Any value-added service that the Tenderer will like to offer	31 October 2019 / 4.00 p.m. Singapore Time
<u>Manual Submission</u>	Not Applicable	