

Instructions and Guide to GeBIZ Trading Partners

Thank you for participating in this Invitation to Quote. Please read the materials carefully before submitting your quotes in GeBIZ.

There are 5 parts to this set of guide:

- A. Instructions To Suppliers**
 - B. Quotation Conditions of Contract**
 - C. List of contact and guide** on how to quote in GeBIZ
 - D. e-Invoicing**
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A. INSTRUCTIONS TO SUPPLIERS IN SUBMITTING THE QUOTATION Please read these instructions carefully before you proceed with the quotation. These standard conditions and instructions apply unless specified otherwise in the quotation specifications.

- 1 Compliance with Instructions** The Supplier is responsible to ensure that its submissions (i.e. attachments and price submission in GeBIZ) are accurate and consistent. Quotations will be accepted only if submitted according to the instructions attached to the Invitation to Quote.
 - a. Amendment of ITO item description and quantity**
Please do not amend the item descriptions and quantity as indicated in the ITQ. If you would like to provide more details to your quote, please include them as a separate attachment in your response.
 - b. Quantity of items**
Please take note of the “**Quantity**” that is specified in the ITQ before providing your unit price.
 - c. Trade-In (only if applicable)**
Please quote the price of the purchased item without any trade-in value. You may indicate the value of the trade-in item at “**Supplier Remarks**” or enclose your **attachment** for us.
 - 2 Validity Period** Quotations submitted shall remain valid for acceptance within the Validity Period specified in the quotation and during such extension of the period as may afterwards separately be agreed to in writing by the Supplier at the request of Ngee Ann Polytechnic.
 - 3 Amendments to Quotation** If there is a mistake or change in the quotation submitted, the Supplier shall submit a fresh bid in GeBIZ and officially inform the Polytechnic (via email or letter) before the closing date. No quotations may be amended after the closing date prescribed in the Invitation to Quote. Incomplete, inaccurate and inconsistent submissions may be considered invalid.
 - 4 Compliance with Technical Requirements** The Supplier shall provide explicit responses of compliance or non-compliance with any other technical requirements enclosed in this Invitation to Quote. In the event of any non-compliance with the technical requirements, the Supplier shall satisfy Ngee Ann Polytechnic (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 Supplier fails to satisfy Ngee Ann Polytechnic in the manner above, the quotation is liable to be rejected.
 - 5 Acceptance of Quotation**
 - (a) Ngee Ann Polytechnic is under no obligation to accept the lowest or any quotation. Ngee Ann Polytechnic normally does not enter into correspondence with any Supplier regarding the reasons for non-acceptance of a quotation.
 - (b) The issue by Ngee Ann Polytechnic of a Purchase Order accepting the quotation or part of the quotation shall create a binding Contract on the part of the Supplier to supply to Ngee Ann Polytechnic the Goods and/or Services offered in the quotation. The Contract shall be governed by the Conditions of Contract. The Purchase
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Order will be sent to the successful Supplier via GeBIZ. Ngee Ann Polytechnic may at its discretion require the Supplier to sign a written agreement.

- 6 Authority's Clarifications of the Supplier's Quotation** While Ngee Ann Polytechnic is not obliged to seek clarifications with the suppliers on inconsistent or incomplete submissions, in the event of any such requests, the Supplier shall provide full and comprehensive responses within three (3) days of notification.
- 7 The Goods and Services Tax (GST)** The Supplier shall not include in the rates and prices proposed in his quotation, the Singapore Goods and Services Tax (GST) chargeable for the supply of Goods or Services required in the Invitation to Quote (ITQ). All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Goods and Services.
- 8 Freight and Charges**
 - (a) Local agents/suppliers will be liable for all charges associated with goods supplied to Ngee Ann Polytechnic unless otherwise agreed.
 - (b) Where customs duty is payable on any of the items offered the full amount of such duty, including uplift and hand handling charges, if any, must be included and shown separately and distinctly from the basic price. The successful supplier may be called upon to produce proof of payment of customs duty.
- 9 Supplier's Track Record** The supplier is to submit a list of current / relevant customer's contacts upon the request of Ngee Ann Polytechnic. These contacts would be used for soliciting feedback on the Supplier's performance.
- 10 Payment** The successful Supplier(s), who is/are registered with Singapore's Accounting & Corporate Regulatory Authority (ACRA), shall submit invoices electronically online via the Vendors@Gov portal (www.vendors.gov.sg). The successful Supplier(s) shall register with Vendors@Gov to create a vendor account. The Polytechnic will use the bank account details and email address registered with Vendors@Gov for payment and issuance of e-remittance advice. Payment will be made via GIRO. The successful Supplier(s) shall update any changes in the vendor details within Vendors@Gov. For assistance, please visit the Vendors@Gov main page – <https://www.vendors.gov.sg>.

B. QUOTATION CONDITIONS OF CONTRACT

Should your offer be accepted, the Terms and Conditions as set out in this Section and the terms and conditions in the GeBIZ Terms and Conditions shall govern the Contract between the Authority and your company.

In this Conditions, unless the context otherwise requires:

- (a) "Authority" means Ngee Ann Polytechnic and includes any officer authorised by the Authority to act on its behalf.
- (b) "Contract" includes ITQ Message, the Contractor's Quote Message or offer (submitted through GeBIZ), these Conditions of Contract, the specifications and samples, Letter of Acceptance, Order Message or any Orders issued by the Authority to the Contractor for the supply of the Goods and/or performance of Services.
- (c) "Contract Price" means the price exclusive of the Singapore Goods and Services Tax payable to the Contractor for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract (*refer to GeBIZ Specification Form, Part C – Price Schedule*) and in law.
- (d) "Contractor" means the successful supplier who has been awarded the Contract by the Authority.
- (e) "Goods" means all goods, including parts or units thereof, which the Contractor is required to supply under the Contract.
- (f) "Services" means the work which the Contractor is required to perform under the Contract.

2. SCOPE OF CONTRACT

2.1 The Contractor shall carry out and complete the supply of all items of Goods and perform Services in accordance with the Contract. Unless otherwise stated in the Contract, all Goods shall be new and unused.

3. DELIVERY

3.1 The Contractor shall deliver the Goods and perform the Services by the Delivery/Performance Date and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the Authority. The issue of such receipt shall in no way relieve the Contractor from his responsibility for replacing defective or damaged Goods or for rectifying deficient Services under Clause 4 hereof.

4. WARRANTY

4.1 The Warranty Period shall commence on the date of receipt of the Goods and on the date of acceptance of the Services in Singapore. The length of the Warranty Period shall be **(refer to GeBIZ Specification Form for details)**.

4.2 Where during the Warranty Period, any Good(s) is found to be:

- (a) Defective in design, materials or workmanship; or
- (b) Not in accordance with the Contract or any specifications incorporated in the Contract by written agreement; or
- (c) Having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees or specifications published by the Contractor as applicable to the Good(s);

then unless it is shown that the foregoing is caused solely by improper use or mishandling by the Authority, the Contractor shall, at its own expense (including transportation costs), at the written notification of the Authority, replace, rectify or completely repair the damaged or defective Good(s). The Contractor may, in lieu thereof, elect to replace the damaged or defective Good(s).

4.3 If any Service performed is found during the Warranty Period to be deficient, the Contractor shall at the written notification of the Authority, rectify the same, at the expense of the Contractor within **thirty (30) days of receipt of the Authority's written notification or within such time as mutually agreed in writing between parties.**

5. PAYMENT

5.1 Within thirty (30) days from the date of invoice or date of receipt of invoice of any Goods delivered and Services performed in accordance with Clause 3.1 of the Contract and upon presentation by the Contractor of his bills in accordance with such means and in such format as may be specified by the Authority and the Authority's receipt as referred to in Clause 3.1 of the Contract, the Authority will make payment to the Contractor of the full value of all Goods so delivered and Services so performed provided that no payment shall be considered as evidence of the quality of any Goods and Services to which such payments relates nor shall it relieve the Contractor from his responsibilities under Clause 4 hereof.

5.2 Where delivery is by consignments, payment will be made within 30 days after delivery of each consignment and the receipt of the documents referred to in Clause 3.1.

6. RIGHTS OF THIRD PARTIES

6.1 A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

7. SUB-CONTRACTING AND ASSIGNING

7.1 The Contractor shall not sub-contract or assign the Contract without the prior written consent of the Authority.

8. SUSPENSION OR TERMINATION

8.1 The Authority shall, after giving seven (7) days prior written notice to the Contractor, have the right to suspend or terminate the Contract if the Authority is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension or termination save that the Authority shall pay the Contractor the price of the Goods delivered and accepted by the Authority as at the date of written notice of termination or suspension. The Authority shall have title to such Goods delivered and accepted. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Authority to the Contractor by reason of this Clause.

9. GIFTS, INDUCEMENTS AND REWARDS

9.1 The Authority may terminate the Contract and recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with the Authority or for showing or forbearing to show favour to any person in relation to any Contract with the Authority, or if the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the Authority the Contractor or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the *Penal Code* or *Prevention of Corruption Act* or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the *Penal Code* or the *Prevention of Corruption Act*.

10. VARIATION

10.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of the Authority.

11. APPLICABLE LAW

11.1 The Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.

11.2 For the avoidance of doubt, until the Authority issues a Letter of Acceptance, an Order message, or Purchase Order, this document (i) is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Goods and/or Service from any Supplier; and (ii) shall not be construed as providing or implying that a contract will be entered into with any supplier.

12. USAGE OF SOFTWARE

12.1 The on-site contractor shall use only legally acquired software that is authorised by the Polytechnic. Ngee Ann Polytechnic has a right to review the software installed on the contractor's computers. Suppliers with unauthorised software use it at their own risk.

13. DELAY IN SUPPLY AND DELIVERY / PERFORMANCE

13.1 If the Contractor fails to deliver any item of Goods / complete the performance of the Services by the date specified in the Contract, the Polytechnic shall have the right to cancel all or any such items of Goods / Services from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any monies due or to become due to the Contractor or shall be recoverable as damages.

The recovery of such increased costs shall be limited to the quantity of such Goods as is purchased or obtained, not exceeding the quantity / scope stated in the Contract, from other sources after the Supplier's failure as aforesaid but within three months of the expiry of the Contract.

C. LIST OF CONTACT AND GUIDE ON HOW TO QUOTE IN GEBIZ

Service Desk: **(65) 6482 7121 (Hotline)**

Technical Enquiries: **support@gebiz.gov.sg**

Billing Enquiries: **billing@gebiz.gov.sg**

Mailing Address: **GeBIZ Service Centre
1 Depot Road
Defence Technology Tower A
Singapore 109679**

Opening Hours: **Mon - Fri: 8:30 a.m. to 6:00 p.m.
Closed on Sat, Sun and Public Holidays
Eve of New Year's Day, Chinese New Year, and Christmas Day: 8:30 a.m. to 1:00 p.m.**

Or you could refer to the website for the guide:

<https://www.gebiz.gov.sg/cmw/content/getstart.html>

D. E-INVOICING

Suppliers providing goods & services to Ngee Ann Polytechnic shall bill using e-invoices. Suppliers currently not on e-invoicing can register at <https://app.vendors.gov.sg/>. Suppliers can also download the Vendors@gov app on GooglePlay or Apple App Store.
