

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

- 1.1 All terms referred to in this Invitation to Tender shall have the meanings ascribed to them in the Conditions of Contract, unless otherwise defined herein or the context otherwise requires.

2. EVALUATION CRITERIA

- 2.1 Where this 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 or the Building and Construction 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 Invitation to Tender, specifies that the Tenderer has met particular criteria in relation to a particular financial category and supply category/head, the Authority 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 must declare their registration status in the manner set out in this 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 Invitation to Tender are advised to apply for the registration with the relevant GRA at the earliest possible opportunity and must declare their registration status in their Tender Offers. Such Tenderers should apply for registration with the relevant GRA through the Government Electronic Business (**GeBIZ**) website at <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 issued by the GRA(s) with their Tender Offers.

3. ELIGIBILITY

- 3.1 All persons or entities who are debarred from participating in public sector tenders are not 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, at any time, 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 OFFER

- 4.1 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 and Time (Singapore Time)
1. Form of Tender 2. Tenderers' Information 3. Schedule of Prices (Section I, C of Requirement Specifications) 4. Schedule of Systems Already Installed by Tenderer (Section I, D of Requirement Specifications) 5. Compliance table (Section I, E of Requirement Specifications) 6. Submission of evaluation samples test reports 7. Other Tender Information 8. All other parts of the Tenderer's Offer	This shall be submitted electronically through GeBIZ.	Refer to closing date specified in GeBIZ Tender Notice.
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- 4.2 Where Tender Offers are to be submitted using GeBIZ, Tenderers shall submit all documents forming part of their Tender Offers in accordance with the Terms and Conditions For Use Of The Government Electronic Business (**GeBIZ**). Such documents may be submitted through GeBIZ without any handwritten signature. The Agency shall be entitled to rely on the use or entry of the prescribed Authentication 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 Where Tender Offers are to be submitted using tender box, Tender Offers must be submitted in sealed envelopes. When forwarding Tender Offers, the Tenderer shall specify clearly on the top left-hand corner of the envelope: (i) the tender number; (ii) the Closing Date and Time; (iii) the tender box number (if any) to which the Tender Offer must be delivered; and (iv) the name and address of the Tenderer. It will be the

responsibility of the Tenderer to ensure delivery of its Tender Offer into the tender box, which will be in a position accessible to the public. All documents and materials must be submitted into the tender box at the same time. The Agency shall not be held responsible for putting tenders received through the post into the correct tender box by the Closing Date and Time. The Agency will however convey Tender Offers received through the post into the tender box as soon as reasonably practicable. Postage must be pre-paid on all Tender Offers sent through the post.

- 4.4 The Agency reserves the right to reject Tender Offers not submitted in accordance with the mode(s) of submission specified in these Instructions to Tenderers.
- 4.5 Where Tender Offers are to be submitted using both GeBIZ and tender box, any inconsistency or conflict arising between the Tender Offer submitted using GeBIZ and the Tender Offer submitted using the tender box shall be resolved in favour of the Tender Offer submitted through GeBIZ.
- 4.6 The Tender Offer must include:
 - (a) the Form of Tender fully completed; and
 - (b) an address where any notice, request, waiver, consent or approval required to be sent to the Tenderer in connection therewith can be directed to.

5. COMPLIANCE WITH INSTRUCTIONS

- 5.1 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 which fails to fully comply with this Invitation to Tender, is liable to be rejected.
- 5.2 The Tenderer's Tender Offer may include alternative offer(s) which comply with this Invitation to Tender (including the Requirement Specifications).
- 5.3 Without prejudice to Clauses 5.1 and 5.2, the Agency reserves the right to accept Tender Offers (including alternative offer(s)) which contain qualifications or variations to any provision of this Invitation to Tender.

6. TENDERING PERIOD

- 6.1 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 4.1, 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

- 7.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period. “**Validity Period**” means a period of THREE (3) CALENDAR MONTHS from the

Closing Date and Time, or such longer period as may separately be agreed in writing between the Tenderer and the Agency.

8. WITHDRAWAL OF TENDER OFFER

- 8.1 No Tender Offer may be withdrawn after the Closing Date and Time. Any Tenderer who attempts to do so may, in addition to any remedy which the Agency may have against it, be liable to be debarred from future public sector tenders.

9. REQUIREMENT SPECIFICATIONS

- 9.1 The Goods and Services offered under a Tender Offer shall comply with the Requirement Specifications of this Invitation to Tender.

10. ACCEPTANCE OF TENDER OFFER

- 10.1 The Agency shall be under no obligation to accept the lowest priced or any Tender Offer.
- 10.2 The Agency may accept the whole or any part(s) of the Tender Offer as it may decide, unless the Tenderer expressly stipulates in its Tender Offer that certain parts of the Tender Offer are to be treated as indivisible. The prices shall be adjusted in accordance with the schedules of prices set out in the Tender Offer.
- 10.3 The issuance by the Agency of a Letter of Acceptance accepting the Tenderer's Tender Offer or part of the Tender Offer shall create a binding contract (to the extent accepted by the Agency) between the Agency and such Tenderer. The Conditions of Contract shall apply to such contract.
- 10.4 The Letter of Acceptance may be issued:
- (a) through GeBIZ to the successful Tenderer; or
 - (b) to the successful Tenderer's address as given in its 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.

- 10.5 Notwithstanding the issuance of the Letter of Acceptance, the Agency may at its discretion require the Tenderer to sign a formal agreement in respect of the Contract and the Tenderer shall do so without unnecessary delay. In the event that the Tender Offer is submitted by a duly authorised agent, the formal agreement is to be executed by his principal.
- 10.6 The Agency shall have the right to accept the Tender Offers of one or more Tenderers.

11. COPIES OF TENDER OFFER

- 11.1 Where these Instructions to Tenderers specify that Tender Offers are to be submitted using tender box, Tenderers shall submit the Tender Offer and supporting brochures/handbooks in the number of sets as specified in this Invitation to Tender. One set is to be marked "Original" and the other sets are to be marked "Copy".

12. GEBIZ

- 12.1 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.
- 12.2 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.

13. SAMPLES

- 13.1 Where this Invitation to Tender specifies that samples (e.g. of Goods 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 site and by the time stipulated in this 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 rejected.
- 13.2 The Tenderer shall indicate, when submitting the samples, whether he wishes the samples to be returned. If no indication is given, the Agency 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.
- 13.3 All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to the Agency shall be borne by the Tenderer.

14. SPECIFICATIONS, PATTERNS, SAMPLES OR DRAWINGS

- 14.1 Any specifications, patterns, samples or drawings specified in this Invitation to Tender will be available for inspection by the Tenderer at the address specified in this Invitation to Tender during normal working hours up to the stipulated time of the Closing Date.

15. DEMONSTRATION OF CLAIMED CAPABILITIES

- 15.1 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.

- 15.2 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.

16. LANGUAGE

- 16.1 The Tender Offer and all supporting data and all documentation to be supplied by the Tenderer shall be written in readily comprehensible English language.

17. EXPORT APPROVAL

- 17.1 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 its 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.

18. CONFIDENTIALITY

- 18.1 Except with the consent in writing of the Agency the Tenderer shall not disclose to any person (other than employees, servants and agents on a "need- to-know" basis for the purposes of preparing or submitting a Tender Offer or subsequently clarifications) this Invitation to Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Agency.
- 18.2 The Agency may require an unsuccessful Tenderer to return or destroy any specifications, plans, drawings, patterns, samples or information issued by the Agency in connection with this Invitation to Tender.

19. OWNERSHIP OF TENDER DOCUMENTS

- 19.1 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 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.

20. ALTERATION, ERASURES OR ILLEGIBILITY

- 20.1 Except for amendments to the entries made by the Tenderer itself which are initialled 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.

21. AGENCY'S CLARIFICATIONS OF THE TENDERER'S TENDER OFFER

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

22. TENDER OFFER

- 22.1 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, licences, transport and insurance expenses, regardless of whether such matters or things were specifically set out in this Invitation to Tender.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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 seven (7) days before the Closing Date and Time.
- 22.6 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.

23. EXPENSE OF TENDERER

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

24. GOODS AND SERVICES TAX

- 24.1 The Tenderer shall not include in the rates and prices proposed in its Tender Offer, 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.
- 24.2 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.

25. GST REGISTRATION

- 25.1 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 Agency, if available.
- 25.2 A Tenderer who declares itself to be a non-taxable person under the GST Act but which becomes a taxable person at any time thereafter shall forthwith inform the Agency of its change in GST status. The Tenderer shall be entitled to reimbursement from the Agency of any GST charged on the supply of goods or services made by it after its change in GST status.

26. GOVERNING LAW

- 26.1 All Tender Offers submitted pursuant to this Invitation to Tender and any resultant contracts shall be governed by the laws of the Republic of Singapore.

27. OWNERSHIP STATUS OF TENDERER

- 27.1 The Tenderer shall provide in its Tender Offer full information on:
- (a) the name and address of any person, company or corporation which Controls the Tenderer; and
 - (b) the number, percentage and class of shares held by such person, company or corporation.

28. SHORTLISTING TENDERERS

- 28.1 The Agency reserves the right to shortlist Tenderers in accordance with the criteria set forth in this 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.
- 28.2 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 as instructed by the Agency.

29. CONSORTIUM

29.1 In this Invitation to Tender, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.

29.2 The following shall apply if a Tender Offer is submitted by a Consortium:

- (a) each member of the Consortium shall be a business organisation duly organised, 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 Agency. Changes made without the Agency’s written approval may render the Tender Offer liable to be rejected;
- (d) the following documents must be submitted with the Tender Offer:
 - (i) a certified copy of the consortium or partnership agreement, signed by all members of the Consortium, the terms of which shall include the terms set out in Clause [21 (Consortium)] of the Conditions of Contract;
 - (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 and 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 can be in the form of:
 - (A) relevant provision(s) in the certified copy of the consortium or partnership agreement; or
 - (B) 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 Agency may send any notice, request, clarification or correspondence;
- (f) if the Agency issues a Letter of Acceptance to a Consortium:

- (i) 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;
- (ii) the issuance by the Agency 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 Agency for the due performance of the Contract;
- (iv) 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 contract binding on all the members of the Consortium; and
- (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, the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

30. CORRIGENDA TO INVITATION TO TENDER

- 30.1 The Agency reserves the right to amend any terms in, or to issue supplementary terms to this Invitation to Tender at any time prior to the Closing Date and Time.

31. DISCLAIMER AND LIMITATION OF LIABILITY

- 31.1 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.
- 31.2 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.