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1 Definition

- 1.1 “Company” or “Tan Tock Seng Hospital” means the Tan Tock Seng Hospital Pte Ltd represented by its Materials Management Department (“MMD”).
- 1.2 “Bidder” means a person bidding to provide the Articles and/or Services, and may include two or more persons if applicable.
- 1.3 “Contractor” means the Bidder whose bid has been accepted in whole or in part.
- 1.4 “Articles” means all items which the Contractor is required to supply under the Contract.
- 1.5 “Services” means the services and work which the Contractor is required to supply under the Contract.
- 1.6 “Premises” means the Tan Tock Seng Hospital’s redevelopment site or the existing hospital location as may be specified by the Company.
- 1.7 “Contract” means any resultant contract and its Annexes between the Company and the successful Bidder(s).
- 1.8 “RFP” means Request for Proposal.
- 1.9 “MMD” means the Materials Management Department of Tan Tock Seng Hospital.

2 Registered Vendor

- 2.1 Bidders must be a registered vendor with the MMD of Tan Tock Seng Hospital.
- 2.2 Bidders seeking registration will have to collect the registration forms (hardcopy or softcopy) from the MMD during normal office hours, as well as register with SESAMi directly to gain access to the bidding platform.

3 Evaluation Criteria

- 3.1 Where the RFP specifies evaluation criteria in terms of the financial category and supply category/head required for registration with or certification by any Government Registration Authority (GRA), namely the Expenditure and Procurement Policies Unit of the Ministry of Finance (Budget Division), Building and Construction Authority (BCA), or the Pharmaceutical Department of the Ministry of Health, as the case may be, the evaluation of such criteria will be delegated to the relevant Agreement on Government Procurement (GPA).

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- 3.2 Where a Bidder holds an existing certificate from a GRA, which is valid up to the closing date of this RFP, certifying that the Bidder has met particular criteria in relation to particular financial category and supply category/head, the Company will regard the Bidder as having met the criteria specified in the certificate for the financial category and supply category/head set out in the certificate and in the manner set out in the certificate.
- 3.3 Bidders who hold a valid certificate from the relevant GRA, certifying that they have met the criteria for this RFP, must submit a copy of such certificate in their bids to the Company.
- 3.4 Bidders who do not hold a valid certificate from the relevant GRA certifying that they have met the criteria for this RFP are advised to apply for the registration with the relevant GRA at the earliest possible opportunity and enclose a copy of the certificate with their bids. If by the closing date of the RFP and the registration with the relevant GRA is still pending, the Bidder should enclose a copy of the receipt of registration fee paid (and not receipt of application form fee, if any, paid) issued by the GRA(s) with the bid.

4 Eligibility

- 4.1 Bidders shall preferably have relevant experiences in supply and delivery of High Performance Liquid Chromatography or related items in the healthcare industry and have good track records.
- 4.2 Bidders shall preferably have the relevant ISO certifications and HSA certification.

5 Submission of RFP

- 5.1 RFP bids will be received thru the SESAMi platform up to 1500 hours sharp on the closing date of the RFP. There will be no other modes of submission, unless specified otherwise.
- 5.2 It shall be the responsibility of the Bidder to ensure submission of the bid and supporting documents to the the correct RFP number on the SESAMi platform. The SESAMi platform will be closed for RFP submission after 1500 hours. RFP bid submitted after 1500 hours of the closing date of RFP will not be considered.
- 5.3 The Company reserves the right to negotiate with the shortlisted Bidder(s). The Bidder(s), which the Company had initiated negotiation with, will be asked to submit their further bids to the Company within the timeframe set by the Company.

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6 Compliance with Instructions

- 6.1 Bids will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the RFP Documents. Any bid which attempts to vary the form of RFP or Conditions of Contract is liable to be rejected. In consideration of the Bidder agreeing to abide by these instructions in the RFP, the Company shall evaluate the bids fairly and in accordance with the said instructions.
- 6.2 Non-compliance with the instructions in the RFP or the conditions herein stated shall invalidate the bid irrespective of whether the non-compliance is discovered during the RFP process or the duration of the Contract.

7 Offers

- 7.1 The Bidder is required to quote a main basic offer for the Articles and/or Services specified in the RFP, including the total price for providing the same ("RFP Price"). Main basic offer refers to the Bidder's offer for the Articles and/or Services which shall include all components and works, whether explicitly specified or not, necessary to achieve:
 - (a) a safe, functional and efficient operating environment; and
 - (b) the safe and efficient performance of the Articles on site.

Where applicable, the Articles shall work as a fully integrated system.

- 7.2 In addition to the main basic offer, the Bidder may quote alternative(s) by giving full particulars, including his price, on the form(s) prescribed in the RFP Documents.

8 RFP Clarifications

- 8.1 All RFP clarifications by the Bidder must be made in writing to the Company before the closing date of the RFP. Should the Bidder find any discrepancy, error or omission in the RFP Documents or the specifications the Bidder shall notify the Company in writing before the closing date of the RFP.
- 8.2 In the event that any RFP clarification is sought or it comes to the notice of the Company of any discrepancy, error or omission in the RFP Documents or specifications, the Company may at its discretion notify Bidders of the same and may extend the closing date of the RFP.
- 8.3 The Bidder must visit, examine and consider the site and obtain for himself all information which may be necessary for the submission of his bid and must

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examine the RFP Documents in order to ascertain the matters as to which he will be deemed to have satisfied himself and the risks and obligations which he is to undertake. The Bidder shall be deemed to have satisfied himself as to correctness and sufficiency of his bid.

- 8.4 Every Bidder shall be taken to have and shall be bound with full notice and knowledge of the contents of the RFP Documents including without limitation these Conditions of Proposal, Conditions of Contract, Work Specifications, Schedule of Rates etc annexed hereto.
- 8.5 The RFP Documents contain clauses and items numbered in sequence on each page. The Bidder is requested to check the number of each page if any is missing or duplicated, or any printed word or figure is indistinct, he should at once notify the Company. No claim for loss consequent upon the Bidder's failure to comply with this Clause will be entertained.

9 Language

- 9.1 All documents and correspondence in connection with this RFP and Contract shall be in the English language and expressed in the International System of Units (SI Units) unless otherwise instructed.

10 Debarment

- 10.1 The Company shall debar the Bidder from the RFP and the Company's future procurement exercises if:
 - (a) the Bidder is or shall be found guilty of corruption;
 - (b) any of the Bidder's related companies or other forms of corporate entity is being debarred by the Company, including the situation when any of the directors/partners/sole proprietors of the debarred companies or other forms of business entities is a director, partner or sole proprietor of the Bidder or when the Bidder is a subsidiary of a debarred company or otherwise is under the control of a debarred company (i.e. possession of the power to direct or cause the direction of the management and the policies of the Bidder, whether through the ownership of a majority of the outstanding voting security or by contract or otherwise).
- 10.2 If the Bidder submits a bid without explicitly mentioning that the Bidder is currently debarred, the Company shall treat the submission of the RFP as an express continuing declaration by the Bidder that the Bidder is in fact eligible to participate in this RFP and, if such a declaration is discovered to be false, the Company will be entitled to rescind the Contract entered into pursuant to such a RFP, without the Company being liable therefore in damages or

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compensation, and the Company may recover any losses it may incur as result of such rescission of the Contract.

11 Acceptance of Bid

- 11.1 The Company may accept any bid in whole or in part. The Company is not obliged to accept the lowest, the whole or any bid. No correspondence will be entered into with any Bidder regarding the acceptance or non-acceptance of any bid.
- 11.2 A Letter of Acceptance / Purchase Order handed to or posted to the successful Bidder's address (hardcopy or electronically) as stated in his bid shall create a binding contract on the part of Bidder to supply to the Company the Articles and/or Services accepted in the Letter of Acceptance / Purchase Order.
- 11.3 Notwithstanding the acceptance of a RFP or the terms of the Letter of Acceptance / Purchase Order, the Company may require the successful Bidder to enter to a written agreement which may add to, delete or amend the conditions or specifications contained in or referred to in the RFP Documents.
- 11.4 With reference to the attached SCC.3 v1.8, within fourteen (14) days of the date of Letter of Acceptance / Purchase Order, the Bidder shall lodge with the Company a security deposit equivalent to TEN percent (**10%**) of the total sum for the agreed contract duration for the due observance and performance of the Contract.
- 11.5 Any Bidder who is not in the position to provide the security deposit is advised to refrain from bidding in the RFP because failure to provide the security deposit shall entitle the Company to treat the failure as a breach of Contract and the Company may commence proceedings for damages against the Bidder.
- 11.6 The successful Bidder(s) shall also be required to deposit with the Company on the date of execution of the written agreement with the Company, valid insurance policies in respect of Workmen's Compensation Liability and Public Risk Liability.
- 11.7 If the successful Bidder(s) should fail to sign the said written agreement or carry out any of the terms of the Conditions of Proposal, the Company shall be entitled to invite fresh bids for the RFP. He (the previously successful Bidder(s)) shall indemnify the Company for the difference between his RFP Price and any higher RFP Price accepted by the Company subsequently.

12 Withdrawal of Bid

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- 12.1 No bid may be withdrawn after the closing date of the RFP. Any Bidder who attempts to do so may, in addition to any remedy, which the Company may have against him, be liable to be debarred from future procurement exercise of the Company and/or other institutions in the NHG Group.

13 Expense of the Bidder

- 13.1 The Bidder shall be responsible for and bear all costs relating and incidental to the preparation of his bid.
- 13.2 The successful Bidder(s), if any, is liable to pay the legal costs and disbursements for the Contract (if applicable).

14 Submitted Prices and Validity Period

- 14.1 Submitted RFP Prices should be firm and fixed and shall remain valid for acceptance for a period of 180 days from the closing date of the RFP and during any extended period(s) of validity as may afterwards separately be agreed in writing by the Bidder at the request of the Company.
- 14.2 Bidders are to identify any costs relating to charges, royalties or licence fees payable in respect of the Articles or Services to be supplied in any resultant Contract, which may arise or incur due to the ownership of proprietary rights, test equipment or production assets of a third party. Bidders are also to identify the name of the third party to which the costs are payable. If the successful Bidder shall fail to identify such costs, the Bidder shall indemnify the Company against such costs that may be incurred in providing the Articles or Services.
- 14.3 Where customs duty is payable on any of the Articles offered, the full amount of such duty, including uplift and handling charges, if any, must be included and shown separately and distinctly from the base price. The Bidder may be called upon to provide proof of payment of customs duty. If the Bidder fails to include such amount of the customs duty, it shall be deemed to be included in the RFP Price.
- 14.4 All Bidders shall include all prices in the forms in the RFP Documents and the Bidder shall write 'NIL" or "INC" (included) against any item for which no payment is required. Where a Bidder leaves any item which is to be priced or which should have been priced blank, the Bidder shall be deemed to have included such item in his bid and the corresponding price for such item shall be deemed to be included in the RFP Price. The Company shall not entertain any request for an increase or revision in prices for any items, which have not been priced or properly priced.
- 14.5 The RFP Price, which represents the sum of the amounts of all items in the Summary of Prices submitted by the Bidder shall truly represent the total

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amount to be paid by the Company pursuant to the resultant Contact if the bid is accepted. The rates set down against the Bidder's Proposal Form, unless expressly provided to the contrary, shall be held to include for waste on materials, storage, packing, carriage and cartage, hoisting, use of plant, scaffolding, planks, trestles, battens, supervision, duties and taxes, establishment charges profit and all other labour and everything else necessary for the due and proper completion of each item.

- 14.6 The Summary of Prices and the Proposal Form of the Bidder whose bid is being considered for acceptance will be checked for mathematical errors and the rates will be scrutinised by the Company. Bidders are therefore urged, in their own interests, to ensure that that all rates are efficiently checked and the rates are consistent and fair before submitting its Proposal Form and Summary of Prices.

15 RFP Price and Adjustment to Contract

- 15.1 The RFP Price must include all incidental and contingent costs and expenses. Responsibility for the accuracy and completeness of the bid shall rest with the Bidder and no adjustment will be made to the RFP Price in respect of any alleged inaccuracy. The exclusion of any item in the bid shall not relieve the Bidder of any obligations in fulfilling the specifications of the Articles and/or Services.
- 15.2 In the event that the management of buildings and land under the Schedule of Areas in the Contract or any part thereof be transferred to any other government bodies, the Company shall have the right to cause and the Contractor shall agree and accept that part of the Contract to be adjusted or assigned to such government bodies.

16 False Information

- 16.1 Any Bidder who gives false information in his bid may be liable for termination and/or debarment for a period to be fixed at the discretion of the Company.

17 Rejection of Bids

- 17.1 If the Bidder or any person on his behalf makes any attempt to canvass, solicit or approach any officers of the Company in any matter relating to or arising out of his RFP, the RFP will be liable to rejection and the Bidder liable to debarment for a period to be fixed at the discretion of the Company.

18 Display of RFP Prices

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- 18.1 The RFP Prices submitted by the Bidders will **NOT** be displayed to the public after closing of the RFP.

19 Discrepancies

- 19.1 In the event of any discrepancies in the Drawings or Specifications or between the Drawing and the Specifications, Schedule of Rates or any other documents pertaining to this Contract, the interpretation and the decision of the Company shall be final and binding on both parties.

20 Company's Clarifications of the Bidder's Proposal

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

21 Additional Conditions

- 21.1 It shall be clearly and definitely understood by the Bidder that any additional conditions attached by him to his bid unless highlighted and with the full cognisance and written confirmation of the Company will not be considered.
- 21.2 Any attempt by the Bidder to qualify his bid by introducing some additional conditions without the full cognisance and written confirmation of the Company may invalidate his bid.

22 Presentation

- 22.1 The Bidder shall, on the request of the Company, make a presentation and/or submit samples on such aspects of his bid as may be required by the Company.

23 Notification

- 23.1 Notification will not necessarily be sent to the unsuccessful Bidders by the Company.

24 Alteration, Erasure or Illegibility

- 24.1 Bids bearing alterations or erasures and in which prices are not legibly stated are liable to rejection. Any error in the RFP Documents must not be erased but shall be neatly cancelled, corrected and initialled by the Bidder.

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24.2 Price figures written in pencil shall render the RFP invalid.

25 Confidentiality

25.1 Except with the consent in writing by the Company, the Bidder shall not disclose the contents of the RFP Document, or any of its provisions, or any specifications, plans, drawings, patterns, samples, or information issued by the Company.

26 Currency

26.1 All prices submitted shall be in Singapore currency and all payments to be made under the proposed Contract will be in that currency.

27 Ownership of RFP Documents

27.1 All documents submitted by the Bidder in response to this RFP shall become the property of the Company. However intellectual property in the information contained in the RFP submitted by the Bidder shall remain vested in the Bidder. This clause is without prejudice to any provisions to the contrary in any subsequent Contract between the Bidder and the Company.

28 Goods and Services Tax

28.1 The Bidder shall not include in the rates and prices proposed in his RFP, the Singapore Goods and Services Tax ("GST") chargeable for the supply of Articles or Services required in the RFP. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Articles and/or Services.

28.2 If the Contractor is a taxable person under the Goods and Services Tax Act ("GST Act"), the Company will pay the Contractor, in addition to the rates and prices proposed, the GST chargeable on the supply of Articles and/or Services provided pursuant to this RFP.

29 GST Registration

29.1 The Bidder shall declare his GST status in his bid. 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 the Company.

29.2 A Bidder who declares himself to be a non-taxable person under the GST Act but becomes a taxable person after the acceptance of his bid shall forthwith inform the Company of his change in GST status. He shall be entitled to claim

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from the Company any GST charged on the supply of Articles and/or Services by him after his change in GST status.

30 Applicable Law

- 30.1 All bids submitted pursuant to this RFP, the Conditions of Contract and any resulting Contract shall be interpreted and governed by the laws of Singapore.

To : Tan Tock Seng Hospital Pte Ltd "the Company"

COMPLIANCE TO CONDITIONS OF RFP NO: TTSH-FY19-NOV-01659

1. We, having read the Condition of Proposal (CP.2) and TTSH STANDARD CONDITIONS OF CONTRACT (SCC. 3), hereby offer to supply the Articles and/or Services specified in our submitted bid (to the extent to which the Company may determine in accepting this bid) at the price or prices and at the time or times herein stated, in accordance with the Conditions of Proposal (CP.2), TTSH STANDARD CONDITIONS OF CONTRACT (SCC. 3), the Letter of Acceptance and/or such amendments or modifications required by the Company.
2. We confirm that _____ has the authority to sign RFPs for and on behalf of us.
3. The individual signing in the below directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute this document on behalf of the Bidder and to bind the Bidder with respect to the matters concerned herein.

For and on behalf of WATERS PACIFIC PTE LTD

Signature : 公憶寧

Designation : Sales Account Manager

Company Stamp : 

Date : 19 December 2019