

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 registration 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 particular financial category and registration head, the Board will regard the Tenderer as having met the criteria specified in the registration for the financial category and registration 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 declare their registration status in their tenders. In the case of registration with the Ministry of Finance, such tenderers should apply for registration with the Ministry of Finance through the Government Electronic Business (GeBIZ). The address for the GeBIZ Homepage is <http://www.gebiz.gov.sg>. If by the closing date of tender, 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 tenders.

3 ELIGIBILITY

- 3.1 All persons or entities who are 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 Board 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 tender and, if such a declaration is discovered to be false, the Board will be entitled to rescind any contracts entered into pursuant to such a tender, without the Board being liable therefor in damages or compensation.

4 SUBMISSION OF TENDER OFFER

- 4.1 Tenderers shall submit their Tender Offers in accordance with the mode(s) of submission specified in the Covering Letter.

- 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 Board 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 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 Board 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 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.
- 4.4 Where the portions of the Tender Offers are to be submitted manually into the tender box, Tenderers shall specify clearly on the top left-hand corner of the sealed envelope (i) the tender number; (ii) the closing date and time of the tender; and (iii) the name and address of the Tenderer. It will be the responsibility of the Tenderer to ensure delivery into the correct 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 Board shall not be held responsible for putting tenders received through the post into the PUB tender box by the closing time and date. Every effort, however, will be made by the Board to promptly convey tenders received through the post into the tender box. Postage must be pre-paid on all tenders sent through the post.
- 4.5 Any inconsistency or conflict arising between parts of the Tender Offer submitted using GeBIZ and the tender box shall be resolved in favour of the parts submitted through GeBIZ.
- 4.6 The tender amount entered by Tenderer in GeBIZ shall correspond to the Tender Sum stated in the Form of Tender and total amount stated in the Schedule of Prices. Any discrepancy among these documents may result in the offer being rejected.
- 4.7 The Board reserves the right to reject Tender Offers not submitted in accordance with the terms and the mode(s) of submission as specified in this Clause.
- 4.8 The Tender Offer must include:
- (a) the Form of Tender fully completed;
 - (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 which is not submitted according to the instructions contained and in the form(s) prescribed in this Invitation to Tender is liable to be rejected.
- 5.2 The Tenderer's Tender Offer may include alternative offer(s) as specified in Clause 33.

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 the Covering Letter, or such other date and time as notified by the Board from time to time through GeBIZ. Tender Offers received after the Closing Date and Time shall be disqualified.

7 VALIDITY PERIOD

- 7.1 Tenders submitted shall remain valid for acceptance during the Validity Period. **“Validity Period”** means a period of the number of days from the Closing Date and Time as specified in the Covering Letter, or such longer period as may separately be agreed to in writing between the Tenderer and the Board.

8 WITHDRAWAL OF TENDER OFFER

- 8.1 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 Board may have against him, 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.
- 9.2 Where reference has been made to a particular trademark or trade-name, patent, design or type, specific origin, producer, supplier or part number, the Tenderer may propose equivalent items to such products or components together with its Tender Offer.

10 ACCEPTANCE OF TENDER OFFER

- 10.1 The Board shall be under no obligation to accept the lowest priced or any Tender Offer. The Board shall normally not enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a Tender Offer.
- 10.2 The Board 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 Schedule(s) / Bill(s) of Quantities in the Tender Offer.
- 10.3 The issuance by the Board of a Letter of Acceptance accepting the Tender Offer or part of the Tender Offer shall create a binding contract (to the extent accepted by the Board) between the Board 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, electronic mail, fax or by post.

Such issuance of the Letter of Acceptance through GeBIZ, by hand, electronic mail, fax or post shall be deemed effective communication of acceptance.

- 10.5 Notwithstanding the issuance of the Letter of Acceptance, the Board 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 authorized agent, the formal agreement is to be executed by his principal.
- 10.6 The Board shall have the right to accept the Tender Offers of one or more Tenderers.
- 10.7 The Board reserves the right to award a Tenderer not more than the specified number of Schedule(s) / Bill(s) of Quantities. If such provision is specified in the tender documents, for Tenderers with common director(s) / shareholder(s), only one of the Tenderers will be considered for award.

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 Board shall be conducted by the electronic exchange of information using the GEBIZ system or such other mode as the Board 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 and/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 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 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 Board 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 Board shall be borne by the Tenderer.

14 SPECIFICATIONS, PATTERNS, SAMPLES OR DRAWINGS

- 14.1 Any specifications, patterns, samples or drawings specified in the 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 on the Closing Date and Time.

15 DEMONSTRATION OF CLAIMED CAPABILITIES

- 15.1 At the request of the Board, the Tenderer shall, at its own expense, prepare and conduct locally, demonstrations or preparations to substantiate the Tenderer's capabilities as described in its Tender Offer.
- 15.2 The Board 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 Board to furnish end-user certificates or statements. The Tenderer shall also indicate clearly in its Tender Offer if there is a need for the Board 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 Board, the Tenderer shall not disclose to any person (other than employees, servants and agents on a "need-to-know" basis for the purpose of preparing or submitting a Tender Offer or subsequent clarifications) this Invitation to Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Board.
- 18.2 The Board may require an unsuccessful Tenderer to return or destroy any specifications, plans, drawings, patterns, samples or information issued by the Board 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 Board. 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 Board.

20 ALTERATION, ERASURES OR ILLEGIBILITY

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

21 BOARD'S CLARIFICATIONS OF THE TENDER OFFER

- 21.1 In the event that the Board seeks clarification upon any aspect of the Tenderer's Tender Offer, the Tenderer shall provide full and comprehensive responses within the period specified in the 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 Board. 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 Board 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 Board 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 Board at least seven (7) working days before the Closing Date and Time. Tenderers shall submit their requests in writing to the following address at least seven (7) working days before the closing date for submission of tender proposals:

Director, Water Quality
Public Utilities Board
82 Toh Guan Road East
#C4-03 WaterHub
Singapore 228231

Telephone enquiries shall not be entertained.

- 22.6 No oral representation shall be:
- (a) binding on the Board; 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 Board.

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 Board 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 whether it will be a taxable person under the GST Act. The Tenderer shall, furnish its GST registration number to the Board, if available. Such declaration shall be made in the Declaration of Goods and Services Tax (GST) Status form enclosed in Annex A.
- 25.2 Tenderer who declares itself to be a non-taxable person under the GST Act but which becomes a taxable person anytime thereafter shall forthwith inform the Board of his change in GST status. The Tenderer shall be entitled to reimbursement from the Board 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 the formation of any resulting contracts shall be governed by 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.
 - (b) the number, percentage and class of shares held by such person, company or corporation.

28 SHORTLISTING TENDERERS

- 28.1 The Board 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 Board'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 Board.

29 CONSORTIUM

- 29.1 As used 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) each member of the Consortium shall satisfy the registration workhead and financial grade requirements as specified in the Evaluation Criteria.
- (c) no Consortium shall include a member who has been debarred from public sector tenders.
- (d) after the submission of the Tender Offer, any introduction of, or changes to, Consortium membership must be approved in writing by the Board. Changes made without the Board's written approval may render the Tender Offer liable to be rejected;
- (e) a certified copy of the Consortium or Partnership Agreement, signed by all members of the Consortium must be submitted with this tender.
- (f) the following 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 Board may send any notice, request, clarification or correspondence.
- (g) Where tenders are required to be submitted electronically via GeBIZ:
 - (i) **the Tender Offer is to be submitted by a member of the Consortium ("Lead Member")**. The appointed Lead Member of the Consortium shall be a GeBIZ Trading Partner and submit the Tender Offer for and on behalf of all the Consortium members through GeBIZ.
 - (ii) the completed Form of Tender (with the details of all Consortium members but without any handwritten signature) shall be submitted by the appointed Lead Member of a Consortium as part of his Tender Offer. This is to be submitted using GeBIZ in the form of attachment files.
 - (iii) documentary proof must be provided to show that the Lead Member is authorised by all members of the Consortium to submit the tender, receive instruction, give any information, receive the electronic Letter of Acceptance through GeBIZ 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 copy of the Consortium or Partnership Agreement, or
 - (2) certified copies of powers of attorney from each member of the Consortium.
- (h) If the Board awards the Contract to a Consortium:
 - (i) the Letter of Acceptance may be issued through GeBIZ or handed to or faxed to or electronic-mailed to or posted to the address of the Consortium given in the Tender Offer.

- (ii) the issuance by the Board 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 Board for the due performance of the Contract.
- (iv) all members of the Consortium shall be required to sign a formal agreement and a Supplementary Agreement with the Board if their tender is accepted. A specimen of the Supplementary Agreement is shown in Annex F. Until the said formal agreement is prepared and executed, the Consortium's tender together with the Board'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 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 Board 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 Board shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate.
- 31.2 The Board shall not be liable for any loss of profit or indirect or consequential loss arising from or in connection with the Board'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 this Tender Offer reasonably incurred by the Tenderer.

32 SCHEDULE OF PRICES

- 32.1 Unless specifically provided for in the tender document, Tenderers are required to price each and every item of the Schedule of Prices. Items unpriced shall be deemed to be allowed for in the pricing of other items as detailed in the Clause on "Unpriced Items" in the Preamble to Schedule of Prices.
- 32.2 The rates and amounts priced by Tenderers shall reflect the prevailing market rates and prices. Tenderers shall justify or show breakdown of the rates or prices of any items in the Schedule of Prices if requested by the Board. If a Tenderer fails to comply with these requirements, its Tender Offer may be deemed to be non-bona fide and may not be considered by the Board.
- 32.3 Should there be any errors in pricing the Schedule of Prices, the errors shall be adjusted in accordance with the Clause on "Errors Adjustment" in the Preamble to Schedules of Prices.

33 ALTERNATIVE OFFER

33.1 Tenderers may submit modifications or alternative proposals to those shown on the drawings or Requirement Specifications. The Tenderer shall detail such modifications or alternative proposals in its Tender Offer or in the Remarks column in GeBIZ. Such modifications or alternative proposals may be submitted as part of the main Tender Offer or as an alternative Tender Offer. The Tender Offer submitted by the Tenderer shall be deemed as his fully complying Tender Offer if no modification or alternative proposal is highlighted in the Tender Offer or in GeBIZ. Any modification or alternative proposal shall be supported with sufficient details including design drawings, calculations and other technical information where applicable to enable the Board to evaluate the proposal. The Board reserves the right to:

- (a) accept or reject any modification or alternative proposal submitted by the Tenderer; and
- (b) reject any modification or alternative proposal without seeking any further clarification from the Tenderer if insufficient details are submitted.

34 PAYMENT TO SUCCESSFUL TENDERER

34.1 All payments to the successful Tenderer shall be made to its bank account through the Inter-bank GIRO system.

35 SUBMISSION OF ELECTRONIC INVOICES

35.1 The successful Tenderer shall submit electronic invoices to the Board through the electronic invoice portal, Vendors@Gov, at website <http://www.vendors.gov.sg> instead of hardcopy invoices.

36 DECLARATION OF RELATED COMPANIES

36.1 The Tenderer shall declare any participation of related companies in this Tender Offer. Related companies are companies with one (1) or more director(s) or shareholder(s) in common or share the same parent/holding company. Such declaration shall be made in the Declaration of related companies form enclosed.