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 Clarification on Tender

2.1 Tenderers who wish to seek clarifications on the Tender shall submit their requests in writing to the contact personnel(s) listed the Cover Letter.

2.2 Clarifications received less than seven (7) working days before the closing date for submission of tenders and telephone enquires shall not be entertained.

3 Evaluation Criteria

3.1 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 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.

3.2 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 supply category/head, the Employer 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.

3.3 Tenderers who are registered with the relevant GRA must declare their registration status in the manner set out in this Invitation to Tender.

4 Compliance with Instructions

4.1 Tender Offers will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in this Invitation to Tender. Any Tender Offer which attempts to vary or fails to comply with any provision of this Invitation to Tender is liable to be rejected.

4.2 The Tenderer’s Tender Offer may include alternative offer(s) which comply with this Invitation to Tender as a separate submission.

5 Tendering Period

5.1 This Invitation to Tender shall be closed on the Closing Date and Time. “**Closing Date and Time**” means the date and time specified in Cover Letter, or such other date and time as notified by the Employer. Tender Offers received after the Closing Date and Time shall be disqualified.

6 Validity Period

6.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period. “Validity Period” means a period as specified in the Form of Tender, or such longer period as mays separately be agreed in writing between the Tenderer and the Employer.

7 Withdrawal of Tender Offer

7.1 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 Employer may have against it, be debarred from future tenders.

8 Specifications

8.1 The Goods and Services offered under a Tender Offer shall comply with the Specifications of this Invitation to Tender, as well as enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a tender.

9 Acceptance of Tender Offer

9.1 The Employer shall be under no obligation to accept the lowest or any Tender Offer.

9.2 The Employer 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 Tender Price set out in the Tender Offer.

9.3 The issuance by the Employer 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 Employer) between the Employer and such Tenderer. The Conditions of Contract shall apply to such contract.

9.4 Notwithstanding the issuance of the Letter of Acceptance, the Employer 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.

9.5 The Employer shall have the right to accept the Tender Offers of one or more Tenderers.

10 Copies of Tender Offer

10.1 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".

11 Samples

11.1 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 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.

11.2 The Tenderer shall indicate, when submitting the samples, whether he wishes the samples to be returned. If no indication is given, the Employer 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.

11.3 All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to the Employer shall be borne by the Tenderer.

12 Specifications, Patterns, Samples or Drawings

12.1 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 Closing Date and Time.

13 Demonstration of Claimed Capabilities

13.1 At the request of the Employer, 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.

13.2 The Employer 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.

14 Language

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

15 Export Approval

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

16 Confidentiality

16.1 Except with the consent in writing of the Employer 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 Employer.

16.2 The Employer may require an unsuccessful Tenderer to return or destroy any specifications, plans, drawings, patterns, samples or information issued by the Employer in connection with this Invitation to Tender.

17 Ownership of Tender Documents

17.1 All documents submitted by the Tenderer in response to this Invitation to Tender shall become the property of the Employer. 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 Employer.

18 Alteration, Erasures or Illegibility

18.1 Except for amendments to the entries made by the Tenderer itself which are initiated 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.

19 Corporation's Clarifications of the Tenderer's Tender Offer

19.1 In the event that the Employer seeks clarification on any aspect of the Tenderer's Tender Offer, the Tenderer shall provide full and comprehensive responses within the time stipulated by the Employer.

20 Tender Offer

20.1 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.

20.2 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 Employer. 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 Employer may be excluded from the Tender Offer and may not be considered in the evaluation of such Tender Offer.

20.3 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.

20.4 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 Specifications irrespective of whether such items, works and/or services have been specifically listed or priced in the Tender Offer.

20.5 The Tenderer shall notify the Employer 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 Employer at least seven (7) working days before the Closing Date and Time.

20.6 No oral representation shall be:

(a) binding on the Employer; or

(b) construed as modifying or varying any of the provisions of this Invitation to Tender.

21 Expense of Tenderer

21.1 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 Employer.

22 Goods and Services Tax (GST)

22.1 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.

22.2 If the Tenderer is a taxable person under the GST Act, the Corporation shall reimburse the Tenderer for the GST charged on the supply by the Tenderer of goods and services provided pursuant to this Invitation to Tender.

23 GST Registration

23.1 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 Employer, if available.

23.2 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 Employer of its change in GST status. The Tenderer shall be entitled to reimbursement from the Employer of any GST charged on the supply of goods or services made by it after its change in GST status.

24 Governing Law

24.1 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.

25 Ownership Status of Tenderer

25.1 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.

26 Shortlisting Tenderers

26.1 The Employer 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 Employer's revised requirements, in accordance with a common deadline.

26.2 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 the Tender Offers received in the previous rounds shall be treated as lapsed.

27 Consortium

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

27.2 The following shall apply if a Tender Offer 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 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 Employer. Changes made without the Employer'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 19 (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 could 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 members 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 Employer may send any notice, request, clarification or correspondence.

(f) If the Employer issues a Letter of Acceptance to a Consortium:

(i) The issuance by the Employer of a Letter of Acceptance shall create a binding Contract on all the members of the Consortium.

(ii) Each member of the Consortium shall be jointly and severally responsible to the Employer for the due performance of the Contract.

(iii) As and when requested by the Employer, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the Employer. Until the said formal agreement is prepared and executed, the Consortium's Tender Offer together with the Employer 's Letter of Acceptance, shall constitute a contract binding on all the members of the Consortium.

(iv) 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.

28 Corrigenda to Invitation to Tender

28.1 The Employer 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.

29 Disclaimer and Limitation of Liability

29.1 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 Employer shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate.

29.2 The Employer shall not be liable for any loss of profit or indirect or consequential losses arising from or in connection with the Employer'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.