

# **Part 1**

## **Instructions to Tenderer**

# INSTRUCTIONS TO TENDERERS

1. DEFINITIONS .....	1-2
2. EVALUATION CRITERIA .....	1-2
3. ELIGIBILITY .....	1-3
4. SUBMISSION OF TENDER .....	1-3
5. COMPLIANCE WITH INSTRUCTIONS .....	1-3
6. VALIDITY PERIOD.....	1-3
7. WITHDRAWAL OF TENDER .....	1-4
8. COMPLIANCE WITH PART NUMBERS .....	1-4
9. COMPLIANCE WITH TECHNICAL REQUIREMENTS .....	1-4
10. ACCEPTANCE OF TENDER .....	1-4
11. COPIES OF TENDER .....	1-4
12. SAMPLES .....	1-5
13. SPECIFICATIONS, PATTERNS, SAMPLES OR DRAWINGS .....	1-5
14. LANGUAGE .....	1-5
15. EXPORT APPROVAL .....	1-5
16. CONFIDENTIALITY .....	1-5
17. OWNERSHIP OF TENDER DOCUMENTS .....	1-5
18. ALTERATION, ERASURES OR ILLEGIBILITY .....	1-6
19. FAS'S CLARIFICATION OF THE TENDERER'S PROPOSAL .....	1-6
20. EXPENSE OF TENDERER.....	1-6
21. THE GOODS AND SERVICES TAX (GST).....	1-6
22. GST REGISTRATION .....	1-6
23. NOTIFICATION.....	1-6
24. APPLICABLE LAW.....	1-6
25. OWNERSHIP STATUS OF TENDERER.....	1-6
26. SHORTLISTING OF TENDERERS .....	1-7
27. CONSORTIUM.....	1-7
28. CORRIGENDA TO INVITATION TO TENDER.....	1-8
29. DISCLAIMER .....	1-8

# INSTRUCTIONS TO TENDERERS

## 1. DEFINITIONS

- 1.1 Throughout this Invitation to Tender and any resultant Contract, unless the context otherwise requires, the following definitions shall apply:
- a) "Invitation to Tender" means the invitation to participate in this Tender and comprises all tender documents forwarded to the Tenderer inclusive of the Covering Letter, Form of Tender, Instructions to Tenderer, Conditions of Contract, Requirement Specifications, Evaluation Criteria and any other documents and forms enclosed.
  - b) "Contract" means any resultant contract and its Annexes between the FAS and the successful Tenderer.
  - c) "Contractor" means the successful Tenderer.
  - d) "Tenderer" means a person or his permitted assigns tendering to provide the Goods and/or Services, and shall be deemed to include two or more persons if appropriate.
  - e) "Conditions of Contract" means all terms and conditions in the Conditions of Contract and also includes such clauses from the Compendium of Additional Clauses as will form part of the Contract.
  - f) Save as set out above, all other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

## 2. EVALUATION CRITERIA

- 2.1 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 Expenditure and Procurement Policies Unit of the Ministry of Finance, and 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 Tender, specifies that the Tenderer has met particular criteria in relation to particular financial category and supply category/head, the FAS 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, specifying that they have met the criteria for this Tender, must declare their registration status in the manner set out in the 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 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. Such tenderers should apply for registration with EPPU through the Electronic Business (GeBIZ) with effect from 28th January 2019. 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, tenderers should enclose a copy of the receipt for registration fee paid issued by the GRA(s) with their tenders.

### 3. ELIGIBILITY

- 3.1 Any company or business who is currently debarred from participating in Government tenders is not eligible to participate in this Tender. If a tender is submitted without explicitly mentioning that the Tenderer is currently debarred, the FAS shall treat the submission of the tender 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 FAS will be entitled to rescind any contracts entered into pursuant to such a tender, without the FAS being liable therefore in damages or compensation.

### 4. SUBMISSION OF TENDER

- 4.1 Tenderers shall submit their tenders in accordance with the following mode(s) of submission:

Mode of Submission	Information or document (s) in tender	Closing Date/Time
By hand to be submitted at Tender Box A	1. Form of Tender 2. Schedule to Form of Tender 3. Particulars of Tenderer 4. Supporting documents	<b>28 Jan 2019 / 4.00 p.m. Singapore Time</b>

- 4.2 Where the Instructions to Tenderers specify that a particular document is to be submitted manually in hardcopy or softcopy, the document(s) will be deposited at the 100 Tyrwhitt Road, Jalan Besar Stadium #01-01, Tender Box A. The FAS shall be entitled to rely on the use or entry of the prescribed Security Device by the Tenderers or its representative(s) as the authorized 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 The FAS reserves the right to reject tenders not submitted in accordance with the mode(s) of submission specified in the Instructions To Tenderers.
- 4.4 Submission of Tender by telex, telegram, facsimile or electronic mail is **not** permitted. FAS shall not accept or be responsible for any Tender received through the post.
- 4.5 FAS reserves the right to reject Tenders not submitted in accordance with the mode(s) of submission specified in these Instructions To Tenderers.

### 5. COMPLIANCE WITH INSTRUCTIONS

- 5.1 Tenders will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the Invitation to Tender. Any tender which attempts to vary the Form of Tender or Conditions of Contract is liable to be rejected. In consideration of the Tenderer agreeing to abide by these instructions in the Invitation to Tender, the FAS shall evaluate the tenders fairly and in accordance with the said instructions.

### 6. VALIDITY PERIOD

- 6.1 Tenders submitted shall remain valid for acceptance for the Validity Period specified in the Invitation to Tender or Form of Tender and during such extension of the period as may be agreed to in writing by the Tenderer at the request of the FAS.

## **7. WITHDRAWAL OF TENDER**

- 7.1 No tenders 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 FAS may have against him, be liable to be debarred from future FAS tenders.

## **8. COMPLIANCE WITH PART NUMBERS**

- 8.1 If the FAS has, in this Invitation to Tender, stated the Part Numbers of the Goods required and the Tenderer wishes to offer an item which does not correspond with any of the stated Part Numbers, the offer by the Tenderer shall, for the purposes of Clause 9 hereof be deemed to be non-compliant with technical requirements.

## **9. COMPLIANCE WITH TECHNICAL REQUIREMENTS**

- 9.1 The Tenderer shall provide explicit responses of compliance or non-compliance with any other technical requirements enclosed in this Invitation to Tender. In the event of any non-compliance with the technical requirements, the Tenderer shall satisfy the FAS (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 Tenderer fails to satisfy the FAS in the manner above, the tender is liable to be rejected.

## **10. ACCEPTANCE OF TENDER**

- 10.1 The FAS shall be under no obligation to accept the lowest or any tender. The FAS shall normally not enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a tender.
- 10.2 The FAS reserves the right, unless the Tenderer expressly stipulates to the contrary in his tender, of accepting such portion of each tender as the FAS may decide.
- 10.3 The issue by the FAS of a Letter of Acceptance or Purchase Order, accepting the tender or part of the tender (see paragraph 10.2 for exception) shall create a binding Contract on the part of the Tenderer to supply to the FAS the Goods and/or Services offered in the tender. The Contract shall be governed by the Conditions of Contract. The Letter of Acceptance or Purchase Order will be handed to or posted to the successful Tenderer's address as given in his tender and such handing or posting shall be deemed good service of such notice. The FAS may at its discretion require the Tenderer to sign a written agreement.
- 10.4 The Letter of Acceptance or Purchase Order may be issued to the successful Tenderer's address as given in his tender by hand or by post.

Such issuance of the Letter of Acceptance or Purchase Order by hand or post shall be deemed effective communication of acceptance.

## **11. COPIES OF TENDER**

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

## **12. SAMPLES**

- 12.1 Where the Invitation to Tender specifies that samples; e.g. of Goods and/or Services, shall be submitted as evidence of the type and quality of items offered in the Tender, 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 liable to be disqualified.
- 12.2 The Tenderer shall indicate, when submitting the samples, whether he wishes the samples to be returned. If no indication is given, the FAS 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.
- 12.3 All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to the FAS shall be borne by the Tenderer.

## **13. SPECIFICATIONS, PATTERNS, SAMPLES OR DRAWINGS**

- 13.1 Any specifications, patterns, samples or drawings specified in the Invitation to Tender will be available for inspection by the Tenderer at the address specified on the invitation during normal working hours up to the stipulated time on the closing date.

## **14. LANGUAGE**

- 14.1 The tender and all supporting technical data and all documentation to be supplied by the Tenderer shall be written in the English language.

## **15. EXPORT APPROVAL**

- 15.1 The Tenderer shall indicate clearly whether there is any requirement for the FAS to furnish end-user certificates or statements. The Tenderer shall also indicate clearly in his tender if there is a need for the FAS 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 written consent in writing of the FAS the Tenderer shall not disclose this Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the FAS.
- 16.2 The FAS may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples or instructions issued by the FAS and the Tenderer shall promptly within fourteen (14) days from the date of receipt of such instructions return the same.

## **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 FAS. However, intellectual property in the information contained in the tender 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 FAS.

## **18. ALTERATION, ERASURES OR ILLEGIBILITY**

- 18.1 Except for amendments to the entries made by the Tenderer himself which are initialed by the Tenderer, tenders bearing any other alterations or erasures and tenders in which prices are not legibly stated are liable to be rejected.

## **19. FAS'S CLARIFICATION OF THE TENDERER'S PROPOSAL**

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

## **20. EXPENSE OF TENDERER**

- 20.1 In no case will any expense incurred by the Tenderer in the preparation of his tender be borne by the FAS.

## **21. THE GOODS AND SERVICES TAX (GST)**

- 21.1 The Tenderer shall not include in the rates and prices proposed in his tender, the Singapore Goods and Services Tax (GST) chargeable for the supply of Goods or Services required in the Tender. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Goods and Services.
- 21.2 If the Contractor is a taxable person under the GST Act, the FAS will pay the Contractor, in addition to the rates and prices proposed, the GST chargeable on the supply of Goods and Services provided pursuant to this Tender.

## **22. GST REGISTRATION**

- 22.1 The Tenderer shall declare his GST status in his tender. 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 FAS.
- 22.2 A Tenderer who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person after the award of the Tender shall forthwith inform the FAS of his change in GST status. He shall be entitled to claim from the FAS any GST charged on the supply of Goods or Services made by him after his change in GST status.

## **23. NOTIFICATION**

- 23.1 Notification will not necessarily be sent to unsuccessful tenderers by the FAS.

## **24. APPLICABLE LAW**

- 24.1 All tenders submitted pursuant to this Invitation to Tender and the formation of any resulting contracts shall be governed by the Applicable Law Clause in the Conditions of Contract.

## **25. OWNERSHIP STATUS OF TENDERER**

- 25.1 The Tenderer shall provide full information on
- a) the name and address of any person, company or corporation which owns, whether directly or indirectly, at least 50% of the total number of shares in the Tenderer;
  - b) the number, percentage and class of shares held by such person, company or corporation.

## **26. SHORTLISTING OF TENDERERS**

- 26.1 The FAS reserves the right to shortlist tenderers in accordance with the criteria set forth in the Invitation to Tender; and give those so shortlisted the opportunity to submit new or amended tenders on the basis of the FAS' revised requirements, in accordance with a common deadline.
- 26.2 The tenders received based on the firm and updated requirements shall form the basis of the final tender evaluation. The tenders received in the final round shall be complete and comprehensive, and shall over-ride all tender proposals previously submitted. The final offer shall not make references to previous offers. All the tender proposals received in the previous rounds shall be treated as lapsed. Such final offers shall be submitted electronically through GeBIZ and/or in sealed envelopes and deposited in the tender box as instructed.

## **27. CONSORTIUM**

27.1 As used 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 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, any introduction of, or changes to, Consortium membership must be approved in writing by the FAS.
- d) The following documents must be submitted with this tender:

A certified copy of the consortium or partnership agreement, signed by all members of the Consortium,

- (i) The tender is to be submitted by a member of the Consortium ("Lead Member"). Documentary proof must be provided that the Lead Member is authorized by all members of the Consortium to submit, sign the tender, 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:
  - (1) relevant provision(s) in the certified copy of the consortium or partnership agreement, or
  - (2) 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 FAS may send any notice, request, clarification or correspondence.
- f) If the FAS awards the Contract to a Consortium:
  - (i) The Letter of Acceptance may be by handed to or posted to the address of the Lead Member of the Consortium given in the tender.



- (ii) The issue by the FAS 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 FAS for the due performance of the Contract.
- (iv) As and when requested by the FAS, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the FAS. Until the said formal agreement is prepared and executed, the Consortium's tender together with the FAS'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 surviving member(s) of the Consortium shall be obliged to carry out and complete the Contract.

## **28. CORRIGENDA TO INVITATION TO TENDER**

- 28.1 The FAS reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Tender at any time prior to the closing date of the Tender.

## **29. DISCLAIMER**

- 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 FAS shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate. For avoidance of doubt, the "information" mentioned in this paragraph excludes the Conditions of Contract and Requirement Specifications.