

**PART 1 - SECTION A**  
**INSTRUCTIONS TO TENDERERS**

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**1. INTERPRETATION**

- 1.1 The meaning and definition of terms shall be the same as those found in the Interpretation Clause in the Conditions of Contract.

**2. EVALUATION CRITERIA**

- 2.1 The Tenderer shall meet the requirements for registration under EPPU/CMP/10: Computer Hardware and Software Products, Software Development and Maintenance of System, Equipment & Computers with a financial limit of S5/\$1million.
- 2.2 Tenderers who do not have a valid registration from the Government Registration Authorities (GRA) can –
- (a) apply for registration and declare their registration status in their Tender Offers. Such Tenderers should apply for registration through the Government Electronic Business (GeBIZ) Homepage at <http://www.gebiz.gov.sg>. If their registration is still pending by the Closing Date, Tenderers must enclose a copy of the receipt for the payment of the registration fee paid with their Tender Offers; or

**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. Where a tenderer is debarred after the submission of tender, the tenderer shall not be considered for the award of the tender. If a tender is submitted without explicitly mentioning that the Tenderer is currently debarred, the Government 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 Government shall be entitled to rescind any contracts entered into pursuant to such a tender, without the Government being liable therefor in damages or compensation.

**4. SUBMISSION OF TENDER**

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

Information or document(s) in tender	Mode of Submission	Closing Date (Singapore time)
1. Form of Tender 2. Annexes in Part 3 3. Tenderer's proposal 4. Product brochures 5. All other parts of the Tenderer's tender proposal as stated in Part 3 – Guidelines for Tender	This shall be submitted to the Government using GeBIZ.	07-Nov-2016 4pm

## 4.2 Tenders submitted using GeBIZ

4.2.1 Where the Instructions to Tenderers specifies Tenders are to be submitted using GeBIZ, Tenderers shall submit their Tenders in accordance with the Terms and Conditions For Use Of The Government Electronic Business (GeBIZ).

4.2.2 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 Government 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 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 INTENTIONALLY LEFT BLANK

## 4.4 Tenders submitted using either GeBIZ.

4.4.1 The tender must include an address where, in the event that any notice request, waiver, consent or approval required to be sent can be directed to.

4.4.2 Alternative offer(s) in addition to the base offer may be submitted only if the Form of Tender prescribed in this Invitation to Tender contemplates that such alternative offer(s) are allowed. Any alternative offer(s) must be made with full particulars, including price.

4.4.3 All items which are necessary for the System such as the latest version of the relevant manuals, reference materials etc., must be included in the Tender.

4.4.4 The Government reserves the right to reject Tenders not submitted in accordance with the mode(s) of submission specified in the 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 (except as provided for in a Qualified Tender) is liable to be rejected. In consideration of the Tenderer agreeing to abide by these instructions in the Invitation to Tender, the Government shall evaluate the Tender 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 Form of Tender.

## **7. WITHDRAWAL OF TENDER**

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

## **8. REQUIREMENT SPECIFICATIONS**

- 8.1 The Works and Services offered shall conform with the Requirement Specifications stated in **Part 2** of this Invitation to Tender. The Tenderer shall ensure accuracy of the information provided.

## **9. TENDER PRICE**

- 9.1 The Tenderer shall quote in Singapore Dollars in his offer the all-in firm prices for the required Works and Services based on the payment terms specified in **Part 1 Section B Clause 7**.

## **10. GOODS & SERVICES TAX**

- 10.1 Tenderers shall not include in the rates and prices proposed in their Tender, the Goods and Services Tax ("GST") chargeable for the supply by the Tenderer to the Government of goods, services or works required in the tender. All rates and prices quoted shall be exclusive of the GST. The Government shall reimburse the

successful tenderer any GST charged on the supply by the successful tenderer to the Government of goods, services or works.

## **11. GST REGISTRATION**

- 11.1 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 Government.
- 11.2 A Tenderer who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person after accepting the tender award shall forthwith inform the Government of his change in GST status. He shall be entitled to reimbursement by the Government of any GST charged on the supply by him of goods, services or works, where such supply takes place after his change in GST status.

## **12. SUFFICIENCY OF TENDER PRICE**

- 12.1 The Tenderer shall satisfy himself before tendering as to the correctness and sufficiency of his Tender relating to the application maintenance and support and all matters and things necessary for the proper execution and completion of the Works and Services including any duties, customs and excise, licenses, transport and insurance expenses.
- 12.2 The Tenderer shall notify the Government in writing of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the Contract documents that may at any time be found. If the Tenderer discovers any ambiguity, discrepancy, conflict, inconsistency or omission in any Contract document, the Tenderer shall notify and seek clarification about the same from the Government at least seven (7) days from the closing date of this Tender.
- 12.3 The Tenderer shall be held to have been thoroughly acquainted by his own independent observations and enquiries with the nature, extent and practicality of the Works and Services and all other matters which can in any way influence his Tender price.
- 12.4 The Tender price shall be deemed to have included the delivery of all items to meet the requirements as specified in **Part 2** irrespective of whether such items have been listed or priced in the Tender. No requirements specified in **Part 2** shall be excluded unless explicitly stated by the Tenderer.

**13. LANGUAGE**

- 13.1 The Tender including all data, documents, catalogues etc. shall be written in easily comprehensible English Language.

**14. CONFIDENTIALITY**

- 14.1 Except with the consent in writing of the Government the Tenderer shall not disclose this Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Government.
- 14.2 The Government may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples or instructions issued by the Government.

**15. OWNERSHIP OF TENDER DOCUMENTS.**

- 15.1 All documents submitted by the Tenderer in response to the Invitation to Tender shall become the property of the Government. However, intellectual property in the information contained in the Tender 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 Government.

**16. ALTERATION, ERASURES OR ILLEGIBILITY**

- 16.1 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.

**17. GOVERNMENT'S CLARIFICATION ON TENDER**

- 17.1 In the event that the Government seeks clarification upon any aspect of the Tender, the Tenderer shall provide full and comprehensive response within three (3) days of notification.

**18. EXPENSES OF TENDERER**

- 18.1 In no case will any expense incurred by a Tenderer in the preparation of his Tender be borne by the Government.

**19. NOTIFICATION**

- 19.1 Notification will not necessarily be sent to unsuccessful Tenderers by the Government.

**20. APPLICABLE LAW**

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

**21. UNDERTAKING BY OEM**

- 21.1 The Tenderer, if he is not the manufacturer of the hardware, software or other items, shall obtain and submit together as part of the Tender Offer, an undertaking from the Original Equipment Manufacturer (OEM) and/or software proprietor to be executed in favour of the Government to guarantee supply of spare parts and support in accordance with the period specified in the undertaking.

**22. TRAINING**

- 22.1 The cost of training, if any, is deemed to be included in the price quoted for the performance of the Works and Services.

**23. EXPERIENCE OF TENDERER**

- 23.1 Tenderers shall provide full information on their capital resource, manpower resource, assets, production capacity, technical tie-up with any country or manufacturer, etc., which information shall be submitted together with the Tender to enable the Government to ascertain their capacity to fulfill the proposal.
- 23.2 The Tenderer shall provide a brief write up of his business activities for business operations in Singapore, or if this is not available, business operations in other parts of the world.
- 23.3 INTENTIONALLY LEFT BLANK
- 23.4 (a) The Tenderer or, where the Tenderer is submitting the Tender as an agent, the Tenderer's Principal, shall furnish full particulars including names of organisations which have been supplied with similar Works and Services tendered herein within the last **two (2)** years.



- (b) The Tenderer must submit all names and particulars of its personnel assigned to the contract for vetting by the Government. Such personnel shall not commence work on the contract unless approval is given in writing by the Government.

## 24. CANVASSING

- 24.1 Canvassing shall render the Tender invalid. In the event of any canvassing being discovered after the acceptance of Tender, the Government shall be entitled to rescind the contract.

## 25. ACCEPTANCE OF TENDER

- 25.1 The Government reserves the right not to accept the lowest priced or incomplete Tender or any Tender, and shall not be bound to assign any reason therefor.
- 25.2 The issue by the Government of a Letter of Acceptance accepting the Tender shall create a binding contract on the part of the Tenderer to supply to the Government the Works and Services offered in the Tender. The contract shall be governed by the Conditions of Contract stated in **Part 1, Section B of this Invitation to Tender**.
- 25.3 A Letter of Acceptance of the Tenderer's offer may be issued:
  - (i) through GeBIZ to the successful Tenderer; or
  - (ii) to the successful Tenderer's address as given in his tender, by hand or by post;

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

- 25.4 Where the Tenderer's office is outside Singapore, the Tenderer shall also be informed by telex or fax, where possible.
- 25.5 The Government may at its discretion require the Tenderer to sign a written agreement (**stipulated in Part 1, Section B, Schedule 3 of this Invitation to Tender**). In the event that the Tenderer is a duly authorized agent, the formal agreement is to be executed with the principal.

## 26. OMISSIONS/ERRORS

- 26.1 Tenderers are advised to study this Invitation to Tender very carefully before finalizing their offer(s) for submission. The onus is on the Tenderer to ensure that a complete offer is submitted.

26.2 The Government shall not entertain any request made after the Tender has closed for bid variation or submission of additional quotes for items left out in the original submission on any ground whatsoever.

26.3 The Tenderer shall be solely responsible for all such omissions/errors.

## **27. INVALID TENDERS**

27.1 Incomplete Tenders or Tenders received after the Tender closing date and time shall be invalidated.

## **28. COPYRIGHT**

28.1 The Government reserves to itself all copyrights in this Invitation to Tender.

## **29. AGENCY**

29.1 The Tenderer who is submitting offers on behalf of his principal must submit an irrevocable Power of Attorney from his principal, properly notarized, duly authorizing him to Tender on his Principal's behalf. A copy of such a Power of Attorney is to be included in each set of the Tender Proposals. Failure to do so will invalidate his offer.

## **30. SECURITY DEPOSIT**

30.1 The successful Tenderer shall provide a Security Deposit in accordance with the Conditions of Contract stated in **Part 1, Section B of this Invitation to Tender**.

## **31. ADDITIONAL CONDITIONS**

31.1 The Government reserves the right to issue supplementary Tender terms and conditions of Contract at any time prior to the closing date of this Tender.

31.2 Any additional information or clarification of any part of the Tender offer submitted in writing by the Tenderer prior to signing of the Agreement which do not derogate from the Government Authority's rights under the terms and conditions specified and implied in **Part 1** shall form part of the Tenderer's offer and if accepted by the Government shall become part of the Contract.

- 31.3 No action or communication by the Government and/or the Tenderer pursuant to this **Clause 31** shall have the effect of revoking or invalidating the Tenderer's original tender offer.

## **32. ENQUIRIES**

- 32.1 Should a Tenderer have any enquiries on any aspect of this Invitation to Tender or wishes to request for extension to the period of Tender, he should write or call the contact person as stated in the Invitation to Tender at least seven (7) days from the closing date of this Tender.
- 32.2 No oral representation shall be
- (a) accepted or construed as modifying or varying any of the provisions, terms or conditions in this Invitation to Tender, or
  - (b) binding on the Government.

## **33. PAYMENT THROUGH INTERBANK GIRO**

- 33.1 The Tenderer shall indicate clearly in his Tender, whether he wishes to be paid by Interbank GIRO if his Tender is accepted by the Government.
- 33.2 If the Tenderer indicates that he wishes to be paid by Interbank GIRO, he shall provide the Government with the following information in his Tender Proposal:
- (a) Name of Bank used by Tenderer
  - (b) Tenderer's Bank Account Number.
- 33.3 All bank charges associated with payment by Interbank GIRO shall be borne by the Tenderer.

## **34. INTENTIONALLY LEFT BLANK**

## **35. CONSORTIUM**

- 35.1 As used in this Invitation to Tender, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.
- 35.2 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 Government.
- (d) The following documents must be submitted with this tender:
  - (i) A certified copy of the consortium or partnership agreement, signed by all members of the Consortium,
  - (ii) The tender 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, 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 Government may send any notice, request, clarification or correspondence.
- (f) If the Government awards the Contract to a Consortium:
  - (i) The Letter of Acceptance may be through GeBIZ or handed to or posted to the address of the Lead Member of the Consortium given in the tender.
  - (ii) The issue by the Government 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 Government for the due performance of the Contract.
- (iv) As and when requested by the Government, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the Government. Until the said formal agreement is prepared and executed, the Consortium's tender together with the Government'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.

### **36. DEMONSTRATION OF CLAIMED CAPABILITIES**

- 36.1 The Tenderer shall at the request of the Government, at its own expense prepare and conduct locally, demonstrations and presentations to substantiate the Tenderers support capabilities as described in the Tender.
- 36.2 The Government reserves the option to request the Tenderer to make available all the necessary personnel for interview to enable the Tenderer to demonstrate its claim.

### **37. INTENTIONALLY LEFT BLANK**

### **38. SHORTLISTING TENDERERS**

- 38.1 The Government 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 Government's revised requirements, in accordance with a common deadline.
- 38.2 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 in sealed envelopes and deposited in the tender box as instructed.