

**Important notes to Tenderers:**

- 1. Tenderers are advised NOT to submit bids at the last minute to avoid late Tender Offer submission.**
- 2. Late Tender Offers will not be accepted regardless of the reason for the delay.**
- 3. Tenderers shall not publish or disclose any information given in this document to any person not authorised to receive it. Your attention is drawn to the Non-Disclosure Agreement (where applicable) and Official Secrets Act (Chapter 213) which relates to the safeguarding of official information.**
- 4. Tenderers shall observe all Terms & Conditions stated in the Instructions to Tenderers.**
- 5. All communication prior to award of the tender (i.e. during the tendering and evaluation stage) MUST be directed to LTA's Tender & Procurement Division. The contact details are provided in Clause 2.3 of the Instructions to Tenderers and the Tender Notice in GeBIZ.**

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<b>1. INTRODUCTION &amp; ELIGIBILITY</b>
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**1.1 Introduction & Eligibility**

Contract CR112 is a tender called by the Land Transport Authority (hereinafter referred to as “the Authority” or “LTA”) for the **Design and Construction of Hougang Interchange Station and Tunnels**.

Tenders for this Contract will only be considered from Tenderers who have been **pre-qualified** by the Authority and have met the following eligibility criteria:

- a) Any company or business that 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 Authority will 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 Authority shall be entitled to rescind any contracts entered into pursuant to such a tender, without the Authority being liable therefore in damages or compensation; **or**
- b) Any company, business or Joint-Venture (JV) with local fatality records at his/their worksites is not eligible to participate in LTA's tender within 6 months from the date of occurrence. If in doubt, tenderers are to seek LTA's confirmation on whether they could participate in this tender.

Tenderers shall be registered with the Building and Construction Authority (BCA) under **CW02 “Civil Engineering”** workhead in financial category **A1 OR Limited A1**. In the case of joint-venture, all partners of a joint-venture must be registered with BCA under CW02 “Civil Engineering” workhead. The leading joint-venture partner is required to meet the financial category of A1 or Limited A1. The other partners shall be registered in the financial category of not more than **three grades** below the specified financial category.

Prior to the award of the tender by LTA, Tenderers must obtain registration with BCA in the appropriate workhead and financial category. Only Tenderers who had obtained BCA's registration or shown proof of applying for registration with BCA under the appropriate workhead and financial category are allowed to submit the tenders. Tenderers who failed to submit their registration to BCA before tender closes may be disqualified.

The Authority reserves the right not to consider any tender submission made by the tenderer entities (or its principal officers) who are involved in any court proceeding related to abetment or commission of fraud, corruption, dereliction of duty, gross negligence and professional misconduct anytime within tender period.

## 1.2 Minimum Qualifying Criteria

The Authority will take into account the financial capacity and health of the Tenderer in the evaluation of tender. Tenderers who do not meet the financial capacity and/or health requirement may be subject to certain condition(s) as may be stipulated by the Authority, such as provision of a Performance Guarantee by their holding companies or such entities as required by the Authority, provision of a Performance Bond of a value higher than the specified amount, increase in share capital, etc. Tenderers shall comply with the condition(s) at no additional cost to the Authority. Where a Performance Guarantee is required, the financial capacity and health of the holding company or entity providing the Performance Guarantee will also be assessed.

The Authority reserves the right not to award this tender to Tenderers who have engaged consultants who have **direct and/or indirect interests** (i.e. the Authority's appointed consultants and Accredited Checker for Contract CR112 and others) in this Contract that would present any possible or probable conflict of interest.

<b>2. TENDER INFORMATION</b>
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**2.1 Not Used****2.2 Not Used****2.3 Queries during Tender Period**

The Tenderer shall promptly notify the Authority in writing on queries of any nature, including any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the documents in the tender documents and seek clarification about the same from the Authority. Queries should be directed in email to **lta\_contracts@lta.gov.sg** at least **twenty-one (21) days** before the Closing Date and Time. Tenderers **must not use** the e-mail facility until the test e-mail has been successfully received and acknowledged. Tenderers wishing to use this facility shall provide their e-mail address and send a test e-mail (please indicate 'Contract CR112 - Query' as the subject of your email) to the above internet address. All queries raised during the tender period shall be in the format as attached in **Appendix U** of these instructions.

All queries shall be categorised under the subject matters as attached in **Appendix J** of these Instructions (Acronym for CRL Civil Subject) and referenced to the Contract number, appropriate clause, section or drawing number. The response to such queries shall be published in the GeBIZ as corrigenda for Tenderers to download.

Documents to be attached shall be in data format compatible with Microsoft Word, Excel or PowerPoint, Primavera P6 Professional Project Management Release 16.2 or later from Oracle, scanned images in data format compatible with JPG or equivalent format and drawings in data format compatible with MicroStation version 8i. **The internet facility is strictly for Questions and Answers only.**

**2.4 Tender Corrigenda**

The Tenderer's attention is drawn to the fact that Tender Addenda and Tenderers' Questions & Authority's Reply may be issued during the tender period.

**2.5 No Oral Representation**

No oral representation shall be :

- a) Accepted or construed as modifying or varying any of the provisions, terms or conditions in this tender; and
- b) Binding on the Authority.

<b>3. TENDER DOCUMENTATION</b>
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**3.1 Tender Documents Issued**

The following Authority's documents are issued to Tenderers in softcopy only:

- a) Volumes 1 to 10:
  - (i) the Instructions to Tenderers with Appendices and attachment (Volume 1);
  - (ii) the Form of Tender with Appendix and Attachments (Volume 2);
  - (iii) the Conditions of Contract with Appendices and Option Module A (Volume 2);
  - (iv) the Schedule of Rates consisting of Agreed Schedule of Rates for the Works, Schedule of Daywork Rates for Construction Equipment, Schedule of Rates for Labour, Schedule of Daywork Rates for Variation Works by Contractor's Design Consultants and the Fixed Schedule of Rates for Additional Safety and Environment Enhancement Provision (Volume 2);
  - (v) the Particular Specification with Appendices (Volume 3 and 4);
  - (vi) the General Specification with Appendices (Volume 5 and 6);
  - (vii) the Geotechnical Interpretive Baseline Report (Volume 7);
  - (viii) the Factual Geotechnical Report (Volume 8);
  - (ix) the Materials & Workmanship Specification for Architectural Works (Volume 9); and
  - (x) the Architectural Design Criteria (Sections 3 and 5) (Volume 10).
- b) the Authority's Drawings;
- c) The Tender Addenda / corrigenda, Authority's Reply to Tenderers' Questions (if any).

The successful Tenderer shall be required to endorse 2 sets of these documents (to be provided by the Authority) upon Contract award.



### 3.2 Standard Documents for Downloading from Other Website

The following standard documents, which will form part of the Tender Documents, can be downloaded from the following website:

- (A) Authority's website at <http://www.lta.gov.sg> under "Industry Matters" → "Development, Building, Construction & Utility Works" and select:
- a) Civil Standards
    - i) Civil Design Criteria (Revision A1, February 2010); and
    - ii) Materials & Workmanship Specification (Revision A1, June 2010).
  - b) Architectural Standards
    - i) Architectural Design Criteria (Revision A4, June 2015).
  - c) Street Proposals and Works on Public Streets
    - i) Standard Details of Road Elements, April 2014 Edition (Revision C, April 2019);
    - ii) Code of Practice on Street Works Proposals Relating to Development Works (Version 2, April 2019);
    - iii) Code of Practice for Traffic Control at Work Zone (July 2019 Edition);
    - iv) Code of Practice for Works on Public Streets (September 2018 Edition);
    - v) GIS Data Hub Data Collection Specification Version 2.6; and
    - vi) Guide to Carrying Out Engineering Works within Road Structure Safety Zone and Engineering Activity on Land adjoining Public Streets (January 2011 Edition).
  - d) Building Works & Restricted Activities in Railway Protection Zone
    - i) Code of Practice for Railway Protection (October 2004 Edition);
    - ii) Handbook on Development and Building Works in Railway Protection Zone, January 2005 Edition; and
    - iii) Guide to Carrying Out Restricted Activities within Railway Protection and Safety Zone, May 2009 Edition.
- (B) Authority's website at <http://www.lta.gov.sg> under "Industry Matters" → "Safety, Health and Environment" → "Construction Safety & Environment" → "Specifications for Safety, Health and Environment" and select:

Safety, Health and Environment (General Specification Appendix A) (August 2019 Edition).

This specification sets out the requirements for Safety, Health and Environment matters as specified under Appendix A of the General Specification.

### 3.3 Document(s) / Drawings for Information /and Viewing

Unless otherwise stated, the following are for information only and shall not form part of the Contract made between the Authority and the successful Tenderer:

- a) Documents issued to Tenderers:
  - i) the Instructions to Tenderers with Appendices and attachment;
  - ii) the Authority's Drawings in digital format.

- b) The following are available for viewing:

Tenderers may view these items during the tender period. The person or persons viewing the information on behalf of the Tenderer shall sign an attendance record at the time of viewing.

- i) Available As-built Structural and Foundation drawings of existing Hougang station;
- ii) Available As-built Structural and Foundation drawings of adjacent properties and structures;
- iii) Trial Trenches Report;
- iv) Works Train Manual of Thomson-East Coast Line; and
- v) The soil/ rock samples collected from the soil investigation work done by the Authority.

The viewing of soil samples will be held at the soil investigation contractor's stores. Tenderers shall make their own arrangement to reach the contractor's stores. Tenderers are required to be punctual for the appointment.

The rock samples are stored on labelled core boxes which are placed on metal storage racks while soil samples are stored in carton boxes. Tenderers are required to make their own arrangement to retrieve the core boxes from the racks for their viewing and return it to the original location after viewing. We suggest that the tenderers to bring their own gloves for safety purpose.

The documents and drawings per item b above are only available for viewing **by appointment only**. Tenderers are required to make **prior** arrangement with **Mr Guan Minxiao / Ms Lim Pi Feei, Telephone No. 6295 8314 / 6396 1623**, or via email to **lta\_contracts@lta.gov.sg** (please indicate '**Contract CR112 - Viewing of Documents/Drawings**' as the subject of your email) if they wish to do so.

The documents and drawings may be viewed at:

Land Transport Authority  
Tender & Procurement Division  
1 Hampshire Road  
Block 2A, Level 1  
Singapore 219428

### 3.4 Additional Soil Information

Additional soil investigations on Site required by Tenderers during the tender period shall be carried out by Tenderers at the Tenderers' own cost with an undertaking to make good affected works to match existing. Any relevant permits required for the additional soil investigation shall be obtained by the Tenderers.

### 3.5 Complete Tender Documents / Drawings

The Tenderer shall refer to the master content to ensure that he has a full set of tender documents and shall refer to the Authority in case of discovery of any deficiencies in the various documents issued.

The GeBIZ publication must also be checked periodically for completeness.

Any memoranda, letters, drawings and information given prior to the issue of tender documents will not form part of the Contract between the successful Tenderer and the Authority. The Contract will comprise the Authority's document completed by the Tenderer, as appropriate, together with any other documents referred to in the Tenderer's Form of Tender and accepted by the Authority's Letter of Acceptance, and the formal agreement (if any) executed by the parties.

### 3.6 Document Charge

Each Tenderer shall pay the Authority the sum of **Singapore Dollars Two Hundred, Fifty-Six and Cents Eighty Only (S\$256.80)** [inclusive of GST] for the tender documents and drawings as listed in Clause 3.1 of these Instructions (in DVDs). Payment shall be made by crossed cheque or banker's draft payable to the Land Transport Authority.

### 3.7 Soft Copy of the Documents and Drawings

The soft copy shall be considered the Authority's copyright and shall not be issued to any other party or used by the Tenderer for purposes unrelated to the preparation of his tender.

### 3.8 Tenderer to Examine Site, Sufficiency of Tender and Knowledge of Local Working Conditions

The Tenderer must visit, examine and consider the Site and obtain for himself all information which may be necessary for the submission of his tender, and must examine the tender documents in order to ascertain the matters as to which he will be deemed to have satisfied himself and the obligations which he is to undertake.

The Tenderer shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the execution of the Contract and the fulfilment of all his obligations under the Contract, the correctness and sufficiency of his tender as well as knowledge of the local working conditions including risks, contingencies, artificial obstructions and all other circumstances affecting his Works.

#### 4. TENDER SUBMISSION GUIDELINES

##### 4.1 Submission of Tender

Tenderers shall submit their tenders in accordance with the following mode of submission. The tender submitted by the Tenderer shall be enclosed and sealed under plain cover clearly marked “**Tender for Contract CR112**”.

Information or documents in Tender	Mode of Submission	Closing Time
Documents Packages 1 to 6, Information (please refer to Clause 6 of these Instructions)	<p>These packages shall be submitted by hand to the Authority as follows:</p> <ul style="list-style-type: none"> <li>• Package 1 deposited into the appropriate tender box; and</li> <li>• Packages 2 to 6 handed to the officer in attendance at the Tender Counter</li> </ul> <p>to the following address:</p> <p>Land Transport Authority Tender Counter @ Tender &amp; Procurement Division 1 Hampshire Road Block 2A, Level 1 Singapore 219428</p> <p>(Counter Operating Hours: Mondays-Fridays: 8.00am to 5.30pm Closed on Saturdays, Sundays and Public Holidays)</p>	<b>3 February 2020, 1200 hours sharp, Singapore time</b>

All tender documents and all correspondence related thereto shall be submitted in the English Language.

##### 4.2 Requirements of This Document

The Authority reserves the right to reject tenders not submitted in accordance with the mode of submission or does not comply with the requirements specified in the Instructions to Tenderers.

### 4.3 Form of Tender

The Tenderers shall note that the Form of Tender must be **duly completed and signed by the authorised signatory**.

### 4.4 Qualifications to Base Tender and Alternative

All Tenderers must submit a **fully compliant and unqualified Base Tender** in accordance with the requirements as stated in the tender documents. Failure to submit a fully compliant and unqualified Base Tender will result in disqualification of the tender.

The Authority **will only consider** an Alternative Tender if it is accompanied by a fully conforming Base Tender.

Where an Alternative Tender is submitted by a Tenderer, the Tenderer shall complete a copy of the List of Changes to the Base Tender in **Appendix D** of these Instructions to Tenderers to identify all items included in the Alternative Tender(s) which vary from the conforming Base Tender(s). The Tenderer shall state the cost implication of each change to the conforming Base Tender Price. The cost difference between the Base Tender Price and the sum of the cost implications of each change shall equate to the Alternative Tender Price.

Any change which does not comply with the Authority's Requirements shall be so identified in the List of Changes to the Base Tender by stating the relevant Document and Clause number not complied with. The Tenderer shall submit backup information to explain the extent and the implications of each change in the alternative offer.

Changes which may be considered by the Authority after award of the Contract shall be identified by stating the date by which the offer of the change must be accepted. Any change so identified shall be considered as an option that may be exercised by the Authority at its sole discretion upon or after award of the Contract and by the date and at the cost entered by the Tenderer.

The completed List of Changes to the Base Tender shall be enclosed with the Tenderer's Alternative Tender in **Package 1**. The Tenderer shall also submit the same list **with cost implications removed in Package 2** for quality evaluation.

### 4.5 Alteration, Erasures or Illegibility

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

#### 4.6 Base and Alternative Tender Requirements

The following shall form the basis of a compliant Base Tender and shall not be modified:

- a) Track alignment on the design of vertical and horizontal curve alignment;
- b) Station location and its facilities, including the footprint of station;
- c) Minimum ERSS wall toe level shall be 2m below formation level; and
- d) Construction of CRL-HGN station using Top Down method.

The Authority will not consider any variations or changes to items a) to d) above for the Alternative Tender(s).

#### 4.7 Late Tenders

Late tenders will not be accepted regardless of the reason for the delay. Proof of posting of tender shall not be accepted as evidence that it has been received by the Authority.

#### 4.8 Tender received via Post

The Authority shall not be held responsible for putting tenders received through the post into the correct tender box by the closing date and time. Every effort, however, will be made by the Authority to place such tenders promptly and unopened into the correct tender box. Postage must be pre-paid on all tenders sent through the post.

#### 4.9 Tender Validity Period

Tenders submitted shall remain valid for acceptance for a period of **One Hundred and Fifty (150)** calendar days from the closing date and during such extension of the period as may afterwards separately be agreed to in writing by the Tenderer at the request of the Authority.

#### **4.10 Tenderer to Bear Costs of Tender Submission**

All costs incurred by the Tenderer in the preparation of his tender shall be borne by him, and the Authority will not entertain any requests from Tenderers for reimbursement of costs of any nature whatsoever.

#### **4.11 Tender Deposit & Prior Approval of Bank**

Each Tenderer shall deposit with the Authority at the time of submitting his tender a tender deposit of Singapore Dollars **Five Hundred Thousand Only (S\$500,000)**. A banker's guarantee submitted in accordance with the specimen attached (**Appendix H**) is accepted in lieu of a cash/cheque deposit. Tender deposits in the form of cheques will be banked in for verification. The name(s) of bank or guarantor should be submitted for the Authority's approval by **2 December 2020**. The bond shall be issued by the **Singapore office or branch** of the approved bank or insurance company. The proposed bank or insurance company shall be a financial institution registered with the Monetary Authority of Singapore and shall be subject to the approval of the Authority. The tender deposit will be refunded to all Tenderers. However, the tender deposit shall be forfeited by the Authority under the circumstances in Clause 4.12 of these Instructions. No interest shall be paid by the Authority on tender deposit.

#### **4.12 Forfeiture of Tender Deposit**

The tender deposit shall be forfeited under the following circumstances:

- a) A Tenderer who withdraws his tender during the tender validity period.
- b) A Tenderer who does not submit a bona fide tender.
- c) The successful Tenderer who fails to fulfil all the stipulated requirements of the Contract including failure to execute the formal Contract, viz. failure to furnish the security deposit and to take out the necessary insurance policies.

#### **4.13 Tenderers Not to Withdraw Tenders**

The Tenderer shall not withdraw their tenders after the tender closing date. Any Tenderer who attempts to do so may, in addition to any remedy which the Authority may have against him, be liable to be debarred from future Government tenders.

#### 4.14 Posting of Schedule of Tender

- a) Packages **2 to 6** - Quality Proposals referred to in Clause 6.2 of these Instructions, will be opened by the Authority on **the closing date**. The Authority will proceed with tender evaluation based on Packages **2 to 6**. Please note that Packages 2 to 6 must not contain any price/cost and/or financial information. The publication of the Schedule of Tender (Technical) will be posted at the LTA website under Tender Information.

Package **1** - Financial (Priced) Proposal will only be opened by the Authority when it has completed the evaluation of the Tenderers' Quality Proposal (or of those who have been shortlisted for detailed tender evaluation). Tenderers will be advised of the date of posting of the Schedule of Tender (Price). The publication of the Schedule of Tender (Price) will be posted at the LTA website/ GeBIZ.

- b) The designation of the members of the Tender Opening Committee are included in the Schedule of Tender.



<b>5. TENDER PRICE</b>
------------------------

**5.1 Tender Price**

The Tenderer shall fully price the Form of Tender(s) and the Attachments to the Form of Tender as described in the Authority's Requirements. Where no price is entered against items in the Summary of Base Tender, then it shall be deemed that the costs of the said items are covered by the other rates and prices in the Attachments to the Form of Tender.

The Tender Price(s) shall be that as stated in the Form of Tender(s). Where there is a discrepancy between the written figures and the written words of the Tender Price(s) in the Form of Tender(s), the written words shall prevail over the written figures.

**5.2 Goods and Services Tax (GST)**

The Tender Price shall **not** include the Goods and Services Tax (GST). All rates and prices quoted shall be exclusive of GST. The Authority shall pay the Contractor the **GST** charged on the goods, services or works if he is registered for GST under the Goods and Services Tax Act.

**5.3 Currency of Tender**

The Tenderer shall submit a Base Tender fully priced in Singapore Dollars.

**5.4 Mixed Currencies Tender**

However, if any Tenderer prefers he may elect to submit, in addition, a tender in a combination of any of the following currencies: Singapore Dollars, United States Dollars, Japanese Yen, Sterling Pounds, Canadian Dollars, Australian Dollars, New Zealand Dollars, Swiss Francs, Swedish Krona and / or Euros.

Tenderers shall ensure that his foreign/mixed currencies offer will remain valid for the Authority's acceptance for a period of one (1) month after award commencing from the date of the letter confirming the Contract Award.

**5.5 Currency of Payment**

All payment made to the successful Tenderer under the Contract will be made entirely in Singapore Dollars or alternatively and solely at the discretion of the Authority in the foreign currency or currencies specified by the Tenderer in the Form of Tender.

## **5.6 Mode of Payment, Submission of Electronic Invoices and Bank account details**

The successful Tenderer shall register, update payment instruction details and submit electronic invoices to the Authority through the electronic invoice portal, Vendors@Gov, at website <https://www.vendors.gov.sg>. Hard copy invoices will not be accepted.

The Authority shall pay based on payment instruction details received from Vendors@Gov. Successful Tenderer shall provide LTA with at least one email address to receive an electronic credit advice for payment made.

## **5.7 Options (Where Applicable)**

All Tenderers shall price all the options (where applicable) included in the tender document. Where a Tenderer fails to price all the options, the Authority reserves the right to either award or reject the tender.

The Authority may exercise any or all the options in whole or in part, or none of the options.

All Tenderers are requested to note that options (**including** their pricing) will be taken into consideration in the evaluation of the tender, regardless of whether or not these options are exercised at the time of the award of the tender or to be exercised at the relevant validity date of each option.

<b>6. DOCUMENTS TO BE SUBMITTED</b>
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**6.1 Tender Inventory, Letter of Certification, Safeguarding of Official Information and Contact Details**

The Tenderer shall submit the following items to the staff in attendance at the Tender Counter (in **one original and two copies**). All items are to be signed by the authorised signatory.

- a) **Letter of Certification** certifying that all copies submitted are identical to and processed from the originals submitted in the format attached as per **Appendix N1** of these Instructions;
- b) **Tender Inventory** comprising a comprehensive list of all the items that was submitted in the tender submission in the format attached as per **Appendix N2** of these Instructions;
- c) **Contact Details** for correspondence during tender clarification and evaluation in the format attached as per **Appendix N3** of these Instructions; and
- d) **Undertaking to Safeguard Official Information** in the format attached as per **Appendix G** of these Instructions.

**6.2 Packaging of Tender Submissions**

The tender submissions (**duly** identified and initialled) shall be submitted in **six (6) packages** as follows:

**Package 1 – Financial Proposal  
(One Original, Two Copies & Two sets of CDs)**

Base Offer and Alternative Offer(s) (if any) are to be sealed in **separate** envelopes and identified clearly on each envelope "Base Offer", "Alternative 1", "Alternative 2", etc. The information included shall comprise the following for each of the offer:

- a) Form of Tender(s) including the Appendix and Attachments for Base Offer or any alternatives submitted duly completed and signed by authorised signatory;
- b) List of Changes to Base Tender, **Appendix D** of these Instructions, **with cost implications**;
- c) Cost Tabulation that makes up the Tender Price(s) for Base Tender, Options and any alternatives submitted shall be prepared in accordance with **Appendix E** of these Instructions, include the following:
  - i. **Appendix E-1: Tabulation of Cost by Major Items of Work** shall list these items, the cost associated with each and the cumulative cost.

- ii. **Appendix E-2: Tabulation of Cost by Calendar Month** shall include a distribution of the Tender Price by calendar month (proposed payment schedule) for the entire period of the Contract.
- iii. **Projected Cash Flow S-Curve** for a graphical representation of The Tabulation of Cost by Calendar Month.
- d) Programme (with cost) for Base Tender, Options and any alternatives prepared in accordance with **Appendix E** of these Instructions;
- e) Duly completed Preliminary Schedule of Rates for the Works as attached in Appendix **Q** of these Instructions;
- f) Duly completed 'Breakdown for Provision for Environmental, Safety and Security Consideration', **Appendix M** of these Instructions; and
- g) Cover Letter (if any) relating to the Financial Proposal only.

In addition to pdf format, the CD shall also contain information of items (c) to (e) in its original format (eg P6, Microsoft Excel, Microsoft Words, etc).

**Package 2 - Technical Proposal**  
**(One Original & Two Copies & Two sets of CDs)**

- a) Financial Statements / Management Accounts as per Clause 6.8(d) of these Instructions;
- b) Name of bank or insurance company proposed for the Performance, Mobilisation Advance and Retention Bonds as per Clause 6.9 of these Instructions;
- c) Alternative Tenders (if any) with List of Changes to Base Tender, as per **Appendix D** of these Instructions **without cost implications**;
- d) GST, Withholding Tax Status and Company's Directors / Partners as per **Appendices B, C and F** of these Instructions;
- e) Breakdown of Quantities as per **Appendix V** of these Instructions;
- f) Tender Deposit (**Original only**);
- g) Power of Attorney / Directors' Resolution with printout from the ACRA on incorporation and the List of Directors;
- h) Duly completed Schedule of Daywork Rates for Construction Equipment, Schedule of Rates for Labour and Schedule of Daywork Rates for Variation Works by Contractor's Design Consultants;

- i) The Contractor's proposal for the purpose of price fluctuation adjustments for Structural Steelworks as per Clause 77 of the Conditions of Contract and the estimated quantities of structural steelworks; and
- j) Covering letter (if any) relating to the Quality Proposals and other explanatory notes or documents which **shall not include** any financial information.

**Package 3 - Technical Proposal**  
**(One Original, Two Copies & Two sets of CDs)**

- a) Tenderer's Programme (without cost) and narrative including time chainage diagram for Base Tender, Options and any alternatives prepared in accordance with **Appendix E** of these Instructions;
- b) Tenderer's estimated Man-Year Entitlement (MYE) utilization plan, prepared in accordance with **Appendix R** of these Instructions; and
- c) Tenderer's Preliminary Manpower Resource Histogram (MRH), prepared in accordance with **Appendix S** of these Instructions.

In addition to pdf format, the CD shall also contain information of items (a) to (c) in its original format (eg P6, Microsoft Excel, Microsoft Words, etc).

**Package 4 - Technical Proposal**  
**(One Original, Two Copies & Two sets of CDs)**

- a) Overall Organisation Chart for those involved in the Contract as detailed in **Appendix A** of these Instructions;
- b) Project Management Plan as stated in Clause 45 of the General Specification; and
- c) A Public Relations Programme as detailed in **Appendix A** of these Instructions.

**Package 5 - Technical Proposal**  
**(One Original, Two Copies & Two sets of CDs)**

- a) Tenderer's Civil Safety Submission and Proposals for Innovative Management of Construction Noise as detailed in **Appendix A** of these Instructions;
- b) Duly completed Tenderer SHE Submission Assessment (**Appendix K** of these Instructions);
- c) Project Safety Review (PSR) Tender Stage Submission as described in **Appendix D** of the General Specification;

- d) Duly completed Safety & Health Declaration Form (**Appendix P** of these Instructions);
- e) Safety and Environmental Awards from local public agencies within the last 24 months from tender closing date;
- f) Duly completed Schedule of Contracts Currently Executed / Previously Executed by Tenderer (**Appendices T1 and T2** of these Instructions); and
- g) Duly completed Schedule of Tenders Currently Participated by Tenderer (**Appendix T3** of these Instructions).

**Package 6 - Technical Proposal**  
**(One Original, Two Copies & Two sets of CDs)**

The information and drawings as listed in **Appendix A** of these Instructions.

### **6.3 Identification of Tender Submissions**

The Tenderer shall comply with the requirements for packaging and identifying the various components of the tender submission. Adherence to these requirements will facilitate the Authority's task of identifying, separating, distributing and analysing the various documents submitted. Tenderers are to take note on the **mode of submission** of this tender.

The Tenderer is requested to **identify** the packages as follows:

- **Contract Number;**
- **Closing date and time of tender;**
- **Name and address of Tenderer(\*); and**
- **Package Number**

on the top of each package submitted.

*\*Please indicate all names of members of joint venture or consortium as appropriate.*

**Package 1** shall be deposited in the appropriate tender box (see attached Location Map). The opening size of the Tender Box is 300mm x 280mm. To slot the packages easily into the Tender boxes, the dimensions of the packaging should not exceed **290mm x 240mm x 400mm**.

**Package(s) 2 to 6** shall be handed over to the Authority's staff at over the counter who will be in attendance.

### **6.4 Copies of Tender**

The Tenderer shall submit **one original** and **two photocopies** of the documents unless stated otherwise.

The original shall be marked “**Original**” and the photocopies shall each be marked “**Copy No \_\_ of 2**”. Black ink or preferably ink of a type suitable for reproduction shall be used in completing all tender documents.

## **6.5 Tenderer’s Programme**

The Tenderer’s programme for Base Tender, Options and any alternatives for the completion of the Works shall incorporate all the key dates specified in the tender documents to allow the Authority to assess the suitability of the Tenderer’s proposal for the execution of the Works. It shall be accompanied with a narrative detailing the sequence of work and considerations for constraints in demonstrating Tenderer’s appreciation of the Works specified in the tender documents.

## **6.6 Failure to Submit Programme**

If the Tenderer fails to submit the programme for the completion of the Works or submits a programme which is, in the opinion of the Authority, not in accordance with the requirements as set out in **Appendix E** of these Instructions, the Authority reserves the right to reject his Tender.

## **6.7 Technical Proposal**

The Tenderers shall provide write-ups, drawings and associated information as listed in **Appendix A** of these Instructions for tender evaluation.

The information submitted shall be used to assist the Authority to assess the feasibility of the tender proposal. It shall not absolve the Contractor’s responsibility to provide everything necessary for the completion of the works on time.

## **6.8 (a) Goods and Services Tax (GST)**

The Tenderer shall declare whether he is registered for GST in **Appendix B**.

## **6.8 (b) Withholding Tax**

According to Section 45A of the Singapore Income Tax Act (ITA), payments to a Contractor who is not a resident in Singapore as defined in the ITA are subject to withholding tax. The Authority is appointed by the Inland Revenue Authority of Singapore (IRAS) under Section 57 of the ITA as agent to withhold payments due under the Contract according to an amount or percentage as IRAS may require. The amount withheld from Contractor’s payments will be paid by the Authority to IRAS and the Contractor will be advised accordingly. The Tenderer shall declare together with this tender his status on withholding tax in **Appendix C**. He shall furnish his Certificate of Incorporation or Registration issued by the ACRA if applicable. Firms not registered with ACRA but with other certification bodies shall provide the relevant registration certificate.

### 6.8 (c) Director's Resolution / Power of Attorney

The Tenderer is required by the Authority to provide a Director's Resolution / Power of Attorney to show that he / she has been duly authorised by the company to submit an offer to the Authority.

A Directors' Resolution in accordance with the Memorandum and Articles of Association (or other formation document) must be provided clearly authorising a named person or persons to sign and / or execute the tender, any amendments thereto and all other documents related to the tender and the Contract and any amendments thereto. A specimen of an acceptable Resolution would read as follows:

"Resolved :

That \_\_\_\_\_ (NAME) \_\_\_\_\_ or failing him (NAME) \_\_\_\_\_ be and is hereby authorised to submit and sign and/or execute the tender, any amendments thereto, all documents related to the tender and to **Contract CR112** of the Land Transport Authority of Singapore and any amendments thereto. This authorisation shall be effective from and including [to insert the earliest date of tender submission for the Contract]."

The resolution shall be certified by the Company Secretary with a Director's signature OR be signed by TWO (2) Directors. For a company not incorporated in Singapore, the resolution shall be notarised by a Notary Public and certified by the Singapore Embassy in the country of incorporation.

ALTERNATIVELY, a Power of Attorney executed in accordance with the Memorandum and Articles of Association (or other formation document) notarised by a Notary Public and certified by the Singapore Embassy in the country of incorporation (if not so notarised in Singapore) may be submitted. It may be specific to this tender or a general one. A general Power of Attorney should contain the following or similar clause:

"authority to sign and/or execute on behalf of the Company, tenders and related documents and any amendments thereto and all documents related to **Contract CR112** of the Land Transport Authority of Singapore and any amendments thereto. This authorisation shall be effective from and including [to insert the earliest date of tender submission for the Contract]."

**Tenderers are required to provide specimen signatures of authorised signatories.**

Tenderers should note that persons who are authorised by resolution or Power of Attorney do not have the power to delegate their authority unless specifically empowered to do so.



## 6.8 (d) Financial Statements / Management Accounts

Tenderers shall submit audited consolidated financial statements (with signed auditors' report and notes to the financial statements) for the latest financial year. If the audited consolidated financial statements are not available, Tenderers shall submit the draft or unaudited consolidated financial statements (with notes to the financial statements) in the same format as the latest audited consolidated financial statements.

If the latest financial year has ended more than 6 months from the date of submission of the tender, Tenderers shall submit their unaudited consolidated financial statements (with notes to the financial statements) for the interim period from the beginning of the current financial year to the latest available month, in the same format as the latest audited consolidated financial statements.

## 6.8 (e) Declaration of Equity Participation of Company's Directors/ Partners

The Tenderer shall submit the names, nationality and identity card or passport numbers of the partners or directors in addition to declaring their equity participation as per the attached **Appendix F** together with the **printout from the ACRA** (within 6 months from the date of tender issuance date) and the list of Directors.

## 6.9 Performance, Mobilisation Advance and Retention Bond

The successful Tenderer shall submit the name(s) of a bank or insurance company proposed for the issuance of the Performance, Mobilisation Advance and Retention Bonds for the Authority's approval upon award of the Contract. The proposed bank or insurance company shall be a financial institution registered with the Monetary Authority of Singapore and shall be subject to the approval of the Authority. The bonds shall be issued by the **Singapore office or branch** of the approved bank or insurance company.

## 6.10 Mobilisation Advance

A Mobilisation Advance payment of 5% (five percent) of the Contract Price will be paid to the successful Tenderer subject to provision of the necessary bonds and guarantees. Recovery of the Mobilisation Advance by the Authority shall be made in accordance with Clause 64.8 of Conditions of Contract.

## 6.11 Ownership of Document Submitted

All documents submitted by the Tenderer in response to this Invitation to Tender shall become the property of the Authority. However, intellectual property in the information contained in the tender submitted by the Tenderer shall remain vested in the Tenderer. This paragraph is without prejudice to any provisions to the contrary in any subsequent contract made between the Tenderer and the Authority.

<b>7. TENDER EVALUATION / CLARIFICATION</b>
---------------------------------------------

**7.1 (a) Evaluation Criteria**

Tenderers shall note that in addition to compliance with Authority's Requirements, the Price-Quality Method (PQM) will be used to evaluate this Tender, where the Price: Productivity: Quality components constitute 60%: 10%: 30% of the evaluation weightings respectively.

**Productivity Score**

The Productivity attributes for the evaluation of the Productivity component are as follows:

- a) Constructability Score (CS) Index (maximum score: 4 points)
- b) Technology Adoption (Construction) (TA(C)) Index (maximum score: 1 point)
- c) Workforce Development (Construction) (WD(C)) Index (maximum score: 1 point)
- d) Additional Productivity attributes which will be assessed in terms of their potential productivity gains could be related to (maximum score: 4 points):
  - 1) Construction Methodology
  - 2) Materials
  - 3) Plant/Equipment

Indices for above items (a) to (c) are published on the BCA website and updated on a quarterly basis.

The Quality attributes for the evaluation of the Quality component are as follows:

**Quality Score**
**a) Safety Performance** (maximum score: 18 points)

## (i) Fatality Records

Tenderers are required to submit **Appendix P** "Safety and Health Declaration Form" covering both the Parent Company and their subsidiaries in Singapore and overseas for construction and construction related projects for the last 18 months prior to the tender closing date.

The declared information shall consist of fatality records and details of the fatalities.

From tender closing to the award of the tender, Tenderers shall declare in a timely manner any new fatalities to the Authority.

(ii) Environmental, Safety and Security (ESS) scores

Points will be awarded to Tenderers based on their Environmental, Safety and Security (ESS) Assessment scores averaged over the past 12 months from the tender closing date.

Tenderers with no ESS score will be assessed based on their past safety performances.

**b) Safety and Environmental Awards** (maximum score: 2 points)

Safety and Environmental awards from local public agencies within the last 24 months from tender closing date will be taken into consideration.

**c) Project Performance** (maximum score: 15 points)

Performance of the Tenderers for completed projects in the past 36 months from tender closing date as per records maintained by the BCA and ongoing projects.

Foreign Contractor with no relevant local track records as per records maintained by the BCA are required to submit their client's reference / performance report for completed projects in the past 36 months from tender closing date and ongoing projects.

**d) Project Specific Proposal** (maximum score: 65 points)

(i) Technical Proposal

The quality and comprehensiveness of submissions; suitability of approach and productivity to works (both permanent & temporary works); safety and practicality of construction methods; feasibility of the construction programme; public relation programme and adequacy of design proposal received.

(ii) Project Specific Risk Identification, Assessment and Mitigation

Adequacy of project risk appreciation and mitigation measures proposed specifically for the project.

(iii) Technical Resources

The adequacy and suitability of the proposed project management, technical teams and design consultant, plant & equipment and specialist sub-contractors; ability to deploy additional resources when needed.

## **7.1 (b) Minimum Quality Scores**

Tenderers shall note that only Quality Proposals which have achieved a Minimum Score of 7.5 points (out of 15 points) for Project Performance and Minimum Score of 32.5 points (out of 65 points) for Project Specific Proposal will be shortlisted for further evaluation.

The Financial Proposals of those Quality Proposals that do not meet the Minimum Quality Scores or those with very poor Safety Performance scores will be returned unopened.

In addition to the tender evaluation criteria listed above and the minimum qualifying criteria, the Authority will take into account the following in its tender evaluation:

1. Financial capacity and health of the tenderers.

Tenderer may be required to submit a Performance Guarantee by the holding company or such other entity as required by the Authority and/or a Performance Bond of a value higher than the specified amount. Tenderers shall comply with the condition(s) at no additional cost to the Authority. The holding company or entity providing the Performance Guarantee will also be assessed on its financial capacity and health.

2. Local and overseas fatality, serious accident/incident or safety infringement, after the date of Tender closing to the date of Contract Award.
3. Current commitment and workload - The ability of Tenderers to undertake the project with their current commitment and workload.
4. Determined adjudication case against the Tenderer.
5. Arbitration cases with the Authority.

## **7.2 Errors by Tenderers**

All Tenderers shall ensure that the Attachments to the Form of Tender(s) are free of arithmetical and extension errors. In the event of errors discovered after the closing time for the receipt of tender, the Tender Price(s) indicated in the Form of Tender(s) shall hold and the rates and prices in the Attachments to the Form of Tender(s) shall be adjusted subject to agreement between the Authority and the successful Tenderer.

## **7.3 Authority's Clarifications of the Tenderer's Proposal**

In the event that the Authority seeks clarification upon any aspect of the Tenderer's proposal, the Tenderers shall provide full and comprehensive responses within the stipulated period specified.

#### **7.4 Submission of Revised Proposals for Shortlisted Tenderers**

It is the Authority's intention that the tender procedures shall be stringent, clear and above all, be seen to be fair and impartial. The evaluation of tenders received for this Contract may result in the shortlisting of a number of tender proposals for detailed evaluation, in accordance with the tender evaluation criteria. A Tenderer with incomplete submission may render his tender not being shortlisted for further evaluation. The Financial Proposals of Tenderers not shortlisted will be returned unopened.

If in the course of tender evaluation, the Authority deems it fit to make refinements or modifications to the Authority's requirements, the Authority may request only the shortlisted Tenderers to put in a final bid based on the firm and updated requirements of the Authority. All shortlisted Tenderers will submit their revised proposals on the basis of the updated requirements and be given the same deadline for submission of tender proposals.

Tender Offers received based on the firm and updated requirements shall form the basis of the final tender evaluation. Unless otherwise stated in writing by the Authority to the shortlisted tenderers:

- a. The Tender Offers received in the final round shall be complete and comprehensive, and shall over-ride all Tender Offers previously submitted.
- b. The final Tender Offer shall not make references to previous Tender Offers.
- c. All Tender Offers 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.

#### **7.5 Acceptance of Tender**

The issue by the Authority of a Letter of Acceptance accepting the tender or part of the tender shall create a binding Contract on the part of the Tenderer to supply to the Authority the Goods and/or Services offered in the tender. The Contract shall be governed by the Conditions of Contract. The Letter of Acceptance 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 Authority may at its discretion require the Tenderer to sign a written agreement.

The Letter of Acceptance 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 post shall be deemed effective communication of acceptance.

## 7.6 No Obligation to Accept Any Tender

The Authority may accept the whole or any part(s) of the Tender Offer as it may decide in its sole discretion. In the event of award in part, the prices shall be adjusted in accordance with the schedules of prices set out in the Tender Offer. The Authority shall have the sole and unfettered right to accept the Tender Offers of one or more Tenderers.

Tenderers are to take note that the Contract may not necessarily be awarded to the lowest bidder. The Authority will assess bids to ensure that the Authority would get value for money.

The Authority reserves the sole and unfettered right not to include all or part of the Schedule of Rates submitted by the Tenderer as part of the Contract.

## 7.7 Performance Guarantee

The Tenderers may be required during tender evaluation to provide an undertaking (format as attached per **Appendix L**) on the provision of performance guarantee by their holding company or such other entity (Guarantor) as required by the Authority, to be declared by authorised signatory of the Guarantor with supporting documents to show that he / she has been duly authorised by the Guarantor.

In the event of an award, the successful Tenderer shall provide a performance guarantee from the Guarantor in the format in the Conditions of Contract at no additional cost to the Authority.

The performance guarantee format attached can be used for both local and foreign Guarantors.

For Tenderer with foreign Guarantors, the Tenderer need to obtain a written legal opinion (in the jurisdiction to which the Guarantor is subject) to provide the Authority the assurance that:

- a) The constitutional documents of the Guarantor permits the Guarantor to give such a guarantee (and indemnity if this is required);
- b) The entering into by the Guarantor of such a guarantee is legal and valid under the laws of that jurisdiction;
- c) The person(s) executing the guarantee on behalf of the Guarantor is (are) duly authorised by the proper body within the Guarantor; and
- d) If the person(s) executing the guarantee on behalf of the Guarantor had been delegated authority under a power of attorney ("PA"):

- i) the attorney has the authority under such PA to execute the guarantee - this is in addition to ensuring that the other person(s) executing such PA on behalf of the Guarantor granting such powers therein to the attorney are duly authorised to do so [i.e. similar to Clause 7.7(c) ] above; and
- ii) the PA has been duly notarised in accordance with the laws of that jurisdiction.

A written legal opinion is not required for a Tenderer with a local Guarantor. The items covered under Clauses 7.7 (a), 7.7(c) and 7.7(d) can be by way of a Board resolution of the Tenderer.

<b>8. GENERAL RULES &amp; RELEVANT LAWS</b>
---------------------------------------------

**8.1 Confidentiality**

Except with the consent in writing of LTA, the Tenderer shall not publish or disclose any information given in this tender document to any person not authorised to receive it.

The Authority may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples or instructions issued by the Authority.

Your attention is drawn to the Official Secrets Act (Chapter 213) which relates to the safeguarding of official information.

The Tenderer is required to submit Undertaking to Safeguard Official Information in the format attached as per **Appendix G**.

**8.2 Disclaimer**

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 Authority 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.

**8.3 Virus Disclaimer**

While all reasonable care has been taken by LTA to ensure that soft copy of all files and documents issued by LTA are free from known computer viruses, LTA makes no warranty that the soft copy are virus-free and Tenderers should ensure that soft copy received from LTA are scanned and free from virus before installing, reading or otherwise using the soft copy on their computer system. LTA disclaims all liabilities and shall not entertain any claims for losses, damages, costs, whatsoever arising from viruses found in any soft copy.

**8.4 Canvassing**

Canvassing shall render the tender invalid. In the event of any canvassing being discovered after the acceptance of tender, the Authority shall be entitled to rescind the contract.

**8.5 Tax**

The Tenderer shall familiarise himself with the various tax regulations in Singapore such as Income Tax, Withholding Tax and Goods & Services Tax.



## 8.6 Applicable Law

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.

## 8.7 Insurance

The Tenderer's attention is drawn to the insurance provisions in the Conditions of Contract and in **Appendix F** of the General Specification.

Tenderers are to note:

- a) The Authority is currently arranging for the Builders' Risks and Third Party Liability Insurance. The specimen policy terms and conditions (draft form) are indicated in Exhibit A of the General Specification, **Appendix F**.
- b) The Authority is currently arranging for the Work Injury Compensation Insurance and the insurance policy terms and conditions (draft form) are as indicated in Exhibit B of the General Specification, **Appendix F**.

## 8.8 Not Used

## 8.9 Customs Duty Import Quota

Where Customs Duty is payable on any of the items offered, the full amount of such duty, including uplift and handling charges, if any, must be included and shown separately and distinctly from the proof of payment of Customs Duty.

When an item is subject to import quota, Tenderers will state whether or not they have obtained a quota and if so, whether it is adequate to cover the tender quantity.

## 8.10 Consortium

"Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

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 Authority.

- 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
    - relevant provision(s) in the certified copy of the consortium or partnership agreement,
    - or certified copies of powers of attorney from each members of the Consortium (please also refer to Clause 6.8(c) above),
- 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 Authority may send any notice, request, clarification or correspondence.
- f) If the Authority 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 Authority 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 Authority for the due performance of the Contract.
  - iv) As and when requested by the Authority, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the Authority. Until the said formal agreement is prepared and executed, the Consortium's tender together with the Authority'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.

**8.11 Offers of Gratuities**

The offer of an advantage or other inducement by any person with a view to influencing the award of the Contract or collusive tendering in any form will result in the rejection of the tender. Tenderers are strongly advised to refrain from such practices as those are criminal offences and would render all parties involved liable to prosecution under the Prevention of Corruption Act (Cap 241, 1993 Ed) and the Penal Code (Cap 224, 2008 Ed) respectively. Additionally, Tenderers may be debarred from Tendering for public sector contracts in the future.

**8.12 Whistle Blowing**

As part of the its corporate governance framework, the Authority have in place a Whistle-blowing Programme which provides a channel for staff as well as contractors, consultants and suppliers to report any suspected fraudulent activities or wrongful acts. If you observe any misconduct by our staff, you should report your concern to our Internal Audit Division at [whistleblow@lta.gov.sg](mailto:whistleblow@lta.gov.sg).