

INVITATION TO TENDER

FOR

BUILD, DEPLOY AND MAINTAIN A
'CAR BUY RECOMMENDER SYSTEM'

FOR

INSTITUTE OF SYSTEMS SCIENCE
NATIONAL UNIVERSITY OF SINGAPORE

Mar 2019

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1. Tender Notice

Tender Ref. No. :	ISS-NUS/ITT/2019/0001
Publication Date :	Monday, 22 Mar 2019
Description :	Build, Deploy and Maintain services for a 'Car Buy Recommender System' for National University of Singapore
Closing Date and Time :	Friday, 13 April 2019, 4 p.m.
Amended Closing Date and Time :	-
Offer Validity Duration :	3 calendar months
Tender Box No. :	Institute of Systems Science, 25 Heng Mui Keng Terrace, National University of Singapore SG - 119615
Collection Method :	The documents will be made available from Monday, 26 Mar 2019 at the Institute of System Sciences, NUS website https://www.iss.nus.edu.sg/business-opportunities
Contact Person :	Rahul Jalan e0384930@u.nus.edu Ajay Vikram Singh e0384189@u.nus.edu
The NUS ISS does not bind itself to accept the lowest or any Offers and is not under any obligation to inform any Tenderer of the reasons for non-acceptance of an Offer.	

2. Cover Letter

Monday, 22 Mar 2019

To The Tenderer,

Dear Sir / Mdm,

ISS-NUS/ITT/2019/0001

INVITATION TO TENDER FOR BUILD, DEPLOY AND MAINTAIN A 'CAR BUY RECOMMENDER SYSTEM' FOR INSTITUTE OF SYSTEMS SCIENCE, NATIONAL UNIVERSITY OF SINGAPORE

1. Institute of Systems Science, National University of Singapore ("ISS-NUS") invites Tender Offers for the goods and/or services described in detail in the Requirement Specifications and on the terms set out in the Tender Documents as a whole.
2. This Invitation to Tender comprises the following Tender Documents:
 - This Covering Letter
 - Section A Instructions to Tenderers
 - Section B Requirement Specifications
 - Section 5 - 19 Conditions of Tender
 - Annex A Payment Schedule Contract
 - Annex B Prescribed Forms
3. Please refer to the Instructions to Tenderers and the Prescribed Forms for the mode(s) of submission for Tender Offers and the forms to be used. Tenderers must submit their Tender Offers by the Closing Date, which is at 4 p.m. on Friday, 13 April 2019
4. The documents will be made available from Monday, 26 Mar 2019 at the Institute of System Sciences, NUS website
5. <https://www.iss.nus.edu.sg/business-opportunities>
6. The Tender Offer will be evaluated based on the Evaluation Criteria set out in Section C.
7. There will be a briefing on Thursday, 29 Mar 2019, 11.30am. Attendance is compulsory for all Tenderers intending to submit a Tender Offer. Venue shall be at ISS NUS main building. Registration prior to the briefing is required. Tenderers are required to submit names of their representatives (maximum 2) to Mr Rahul Jalan at email: e0384930@u.nus.edu by 4pm on Wednesday, 28 Mar 2019.
8. Tenderers who wish to seek clarifications on the Tender shall submit their written request no later than 3 working days prior to the close of the Tender to Mr Rahul Jalan at email: e0384930@u.nus.edu
9. ISS-NUS does not bind itself to accept the lowest or any Tender Offers.

Yours faithfully,

Rahul Jalan
ISS – NUS

3. SECTION A: INSTRUCTIONS TO TENDERERS

3.1 Definitions

Throughout this Invitation to Tender and any resultant Contract (defined in the Conditions of Contract), unless the context otherwise requires, the following definitions shall apply:

- (a) **"Closing Date"** means the time and the date referred to in the Covering Letter, which is the deadline for submission of Tender Offers.
- (b) **"Invitation to Tender"** means the invitation to participate in this Tender and comprises all the Tender Documents referred to in the Covering Letter.
- (c) **"Tender Offers"** mean the submissions made by Tenderers in response to the Invitation to Tender.
- (d) **"Tender Price"** means the total price stated in the Form of Tender for the provision of goods and/or services required under this Invitation to Tender.
- (e) **"Tenderers"** mean the persons invited to submit Tender Offers to provide the goods and/or services required under this Invitation to Tender.
- (f) All other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

3.2 Eligibility

- (a) Tenderers can participate in this Tender only if not under any debarment from any of The NUS tenders and Tenders on or after the Closing Date.
- (b) Tenderers who do not meet any critical criteria under the Evaluation Criteria are liable to be disqualified at The ISS-NUS's discretion.
- (c) A compulsory tender briefing will be conducted at 11 am on Thursday, 29 Mar 2019 at the NUS ISS main building, Meeting Room 1 located at 25 Heng Mui Keng Terrace, Singapore – 119615. Tenderer must register their wish to attend (together with information on the number of persons attending and their designations) through email to Mr Rahul Jalan at email: e0384930@u.nus.edu by 4pm on Wednesday, 28 Mar 2019.

3.3 Submission of Tender Offers

- (a) Tenderers shall submit their Tender Offers by the Closing Date in accordance with the following mode(s) of submission:

The following documents/information shall be submitted using tender box	
i.	Declaration of Non-Debarment Status
ii.	Tenderer's Portfolio
iii.	List of Key Personnel and CVs
iv.	Schedule of Persons Empowered to Act (Form E1)

- v. GST Status (Form E2)
- vi. List of Relevant Track Record in the Last 5 Years (Form E3)
- vii. Information on Major Shareholders (Form E4)
- viii. Form of Tender (Form E5)
- ix. Price Breakdown (Form E6)
- x. Draft Implementation Plan (See Section B Point 5)
- xi. Concept proposal for MALP engagement (See Section B Point 5)
- xii. Any other written proposals, designs or drawings required under the Requirement Specifications if a softcopy is specified in the Requirement Specification

- (b) Tenderers may submit other documents/information apart from those specifically listed under Sub-Clause 3.3 (a) in support of Tender Offers. Such other documents/information may be submitted using any of the mode(s) of submission allowed under Sub-Clause 3.3 (a).
- (c) Where Tender Offers or parts of Tender Offers are submitted using the tender box:
 - The documents/information/items must be submitted in sealed envelopes.
 - The Tender reference number (from the Covering Letter); (ii) the Closing Date (iii) the tender box number (if any); and (iv) the name and address of the Tenderer must be stated on the top left-hand corner of the envelope.
 - It will be the responsibility of Tenderers to ensure delivery by hand into the tender box, which will be in a position accessible to the public.
- (d) Tender Offers submitted after the Closing Date shall be disqualified.

3.4 Language

- (a) Tender Offers and all supporting technical data and all documentation submitted as part of the Tender Offer must be written or properly translated into the English language.

3.5 Compliance with Instructions and Forms

- (a) Tender Offers are to be submitted according to the instructions contained in and using any forms prescribed in the Invitation to Tender.
- (b) Any Tender Offers which:
 - i. Are not in accordance with the instructions; or
 - ii. Vary any of the prescribed forms,
are liable to be disqualified at ISS-NUS's discretion.

3.6 Validity Period

- (a) Tender Offers submitted shall remain valid for acceptance for the Validity Period set out in the Form of Tender and during such extension of the period as may be agreed in writing between Tenderers and ISS-NUS.

3.7 Withdrawal of Tender Offers

- (a) Any Tenderers that withdraw Tender Offers after the Closing Date are liable to be debarred from ISS-NUS future tenders and Tenders.

3.8 Acceptance of Tender Offers

- (a) The ISS-NUS shall be under no obligation to accept the lowest or any Tender Offer.
- (b) The ISS-NUS shall have the right to accept parts of Tender Offers from one or more Tenderers except in the case of Tenderers that expressly stipulate to the contrary in their Tender Offers.
- (c) The issuance by The ISS-NUS of a Letter of Acceptance and/or Purchase Order accepting a Tender Offer or parts of a Tender Offer (subject to Sub-Clause 8.2) shall create a binding contract for the provision of the goods and/or services required under this Invitation to Tender and to the extent accepted in the Letter of Acceptance and/or Purchase Order.
- (d) The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract).
- (e) The Letter of Acceptance and/or Purchase Order may be issued to the successful Tenderer(s):
- (f) By post to the address of the successful Tenderer(s) as set out in the Tender Offer
- (g) By hand to the address of the successful Tenderer(s) as set out in the Tender Offer.
- (h) The ISS-NUS may, at its sole discretion, require the successful Tenderer(s) to sign a written agreement.
- (i) The ISS-NUS is not under any obligation to inform any Tenderer of the reasons for non-acceptance of a Tender Offer.

3.9 Ownership of Documents and Intellectual Property

- (a) All information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of The ISS-NUS shall remain the property of The ISS-NUS. Tenderers shall immediately return all or any of the same on written request by The ISS-NUS or destroy the same within 1 week of the award to the Tender (except in the case of the successful Tenderer).
- (b) All Intellectual Property (as defined in the Conditions of Contract) reflected or subsisting in the information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of The ISS-NUS belong to The ISS-NUS or third parties as the case may be.

- (c) Tender Offers and all accompanying documents, plans, drawing, materials or other items (less samples that are covered under Clause 3.10 below) that are submitted by Tenderers in response to this Invitation to Tender shall become the property of The ISS-NUS. However, Intellectual Property reflected or subsisting in the same shall remain vested with the Tenderers or other third parties as the case may be. This Sub-Clause 3.9 is without prejudice to any provisions to the contrary in the Conditions of Contract that are applicable to the successful Tenderer.

3.10 Samples

- (a) Where the Invitation to Tender states that samples of good(s) or any other item(s) are to be submitted; such samples shall be:
- i. Delivered at the sole cost of the Tenderers;
 - ii. Delivered to the place stipulated on the date or by the deadline stipulated;
 - iii. Delivered in such numbers for each of the good(s) or item(s) as stipulated
 - iv. Marked clearly with the:
 - Tender reference number (from the Covering Letter);
 - Description of the good or item concerned; and
 - Name of the Tenderer concerned.
- (b) When submitting samples, Tenderers shall indicate in writing whether the samples are to be returned. If no such indication is given, ISS-NUS shall not be obliged to return any samples. ISS-NUS may, at its sole discretion, decide to return the samples at its own costs or give the Tenderer written notification to collect the samples. ISS-NUS shall have the right to dispose, in any way and without payment of compensation, of any samples that Tenderers fail to collect after being given written notification to do so.
- (c) Where the Invitation to Tender states that samples may be subject to destructive testing, samples subjected to destructive testing need not be returned to the Tenderer
- (d) Where samples are required, the failure to provide the samples in the manner stipulated in the Invitation to Tender may render the Tender Offers concerned liable to disqualification at ISS-NUS discretion.

3.11 Alteration, Erasures and Illegibility

- (a) Except for amendments to entries made by the Tenderer which are initialed by the Tenderer, Tender Offers bearing any other alterations or erasures and Tender Offers in which prices are not legibly stated are liable to disqualification at ISS-NUS discretion.

3.12 Expense

- (a) No expense incurred by Tenderers in the preparation of Tender Offers shall be borne by the ISS-NUS.

3.13 Tender Price and Goods and Services Tax

- (a) Tenderers must satisfy themselves before submitting any Tender Offers as to the correctness and sufficiency of their Tender Price for the execution and complete provision of all goods and/or services required under this Invitation to Tender. In this regard, Tenderers shall:
 - I. Notify The ISS-NUS in writing of any ambiguity, inconsistency or omission in or between any of the Tender Documents; and
 - II. Seek clarification on the same from The ISS-NUS by the stipulated period as indicated in the Covering Letter.
- (b) The Tender Price set out in the Tender Offer shall be deemed to have included the delivery of all goods and/or the performance of all services to meet the Requirement Specifications in full. This is so regardless of whether such goods and/or services have actually been listed or priced in any breakdown of the Tender Price or in any other part of the Tender Offer. The price of anything not specifically listed or priced shall be deemed to have been included in the other price(s) actually set out in the Tender Offer.
- (c) The Tender Price and all breakdowns of the same proposed in Tender Offers must exclude any Goods and Services Tax (“**GST**”) chargeable for the supply of goods and/or services required under this Invitation to Tender.

3.14 Export Approval

- (a) Tenderers shall clearly indicate in their Tender Offers if there is any requirement for:
 - i. End-user certificates or statements from The ISS-NUS; or
 - ii. Separate agreements between The ISS-NUS and the Tenderer concerned or third parties,
 - iii. To satisfy any export requirements of any foreign government/country.

3.15 Consortiums

- (a) As used in this Invitation to Tender, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.
- (b) The following shall apply if a Tender Offer is submitted by a Consortium:
 - i. Each member of the Consortium shall be a business organization duly organized, existing and registered under the laws of its country of domicile.
 - ii. No Consortium shall include a member which has been debarred from The ISS-NUS tenders and Tenders.
 - iii. After the submission of the Tender Offer, any introduction of, or changes to, Consortium membership must be approved in writing by The ISS-NUS.

- iv. In the case of Consortiums, the following documents must be submitted with the Tender Offer:
 - a. A certified copy of the consortium or partnership agreement, signed by all members of the Consortium.
 - b. Documentary proof must be provided that there is a Lead Member which is authorised by all members of the Consortium to sign and submit the Tender Offer, receive instructions, give any information, accept any contracts and act for and on behalf of all the members of the Consortium. The documentary proof could be in the form of:
 - i. Relevant provision(s) in the certified copy of the consortium or partnership agreement, or
 - ii. Certified copies of powers of attorney from each members of the Consortium,
- v. The Tender Offer must be submitted by the Lead Member.
- vi. Information must be submitted with respect to:
 - a. The legal relationship among the members of the Consortium;
 - b. The role and responsibility of each member of the Consortium; and
 - c. The address of the Consortium to which The ISS-NUS may send any notice, request, clarification or correspondence.
- vii. If The ISS-NUS awards the Contract to a Consortium:
 - a. The Letter of Acceptance and/or Purchase Order may be handed to or posted to the address of the Lead Member of the Consortium given in the Tender Offer.
 - b. The issue by The ISS-NUS of a Letter of Acceptance and/or Purchase Order shall create a contract that is binding on all the members of the Consortium for the provision of the goods and/or services required under this Invitation to Tender and to the extent accepted in the Letter of Acceptance and/or Purchase Order. The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract).
 - c. Each member of the Consortium shall be jointly and severally responsible to The ISS-NUS for the due performance of the Contract.
 - d. If any member of the Consortium withdraws from the Consortium or is adjudicated a bankrupt, 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 performance of the Contract.

3.16 Clarifications

- (a) If The ISS-NUS sends a written notice to any Tenderers to clarify any aspect of their Tender Offers, the Tenderers concerned must provide full and comprehensive responses within 7 days of the date of the written notice. For the avoidance of doubt, this may include the request for the submission for missing documents or information that may be required by The ISS-NUS for this Tender provided that no Tenderer shall, in any case, be permitted to amend the proposed Contract Price already submitted.

3.17 Demonstration of capabilities

- (a) Tenderers shall at their own expense, at the written request of The ISS-NUS, prepare and conduct demonstrations/presentations in Singapore to substantiate the claims and proposals in their Tender Offers. The time, date and venue for any such demonstrations/presentations shall be determined by The ISS-NUS.

3.18 Short listing

- (a) The ISS-NUS reserves the right to shortlist Tenderers in accordance with the criteria set out in the Invitation to Tender and give those shortlisted the opportunity to submit new Tender Offers on the basis of revised requirements on the part of The ISS-NUS. The submission of new Tender Offers shall be in accordance with a common deadline and new submission instructions issued by The ISS-NUS in writing.
- (b) The new Tender Offers received based on the revised requirements must be complete and comprehensive and shall form the basis of the final Tender Offer evaluation. All Tender Offers received earlier shall be treated as lapsed.

3.19 Confidentiality

- (a) Except with the consent in writing of The ISS-NUS, Tenderers shall not disclose to any third parties, this Invitation to Tender, the provisions of the Tender Documents, and any information, instructions, plans, drawings, specifications, documents, materials and other items shown or given to Tenderers pursuant to this Invitation to Tender by or on behalf of The ISS-NUS.
- (b) The Tenderer shall ensure that, if requested by The ISS-NUS in writing, all employees, agents or suppliers that are involved in preparing or presenting the Tender Offer must also complete and submit the prescribed form on the Undertaking to Safeguard Official Information.

3.20 Applicable Law

- (a) All Tender Offers submitted pursuant to this Invitation to Tender and the formation of any resulting contracts shall be governed by the laws of the Republic of Singapore.

3.21 Amendment to Invitation to Tender

- (a) The ISS-NUS 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.
- (b) Any amendments or issue of supplementary terms to the Invitation to Tender made pursuant to Sub-Clause 21.1 shall be issued through email, facsimile or The ISS-NUS website and it shall be the responsibility of the Tenderers to check email, facsimile or website on a frequent basis for any such amendments or issue of supplementary terms to the Invitation to Tender.
- (c) No oral representation shall be:

- i. Accepted or construed as amending or being supplementary to the terms of the Invitation to Tender, or
- ii. Binding on The ISS-NUS.

3.22 Notification

- (a) Tenderers should note that notification may not be sent to unsuccessful tenderers by the Employer.

4 SECTION B: REQUIREMENT SPECIFICATIONS

4.1 Introduction

4.1.1 Project Overview

The Institute of System Sciences, National University of Singapore ("ISS-NUS") is building a Car recommendation System ("CRS") for Singapore market, where users can input some basic profile data and the system would come up with comprehensive recommendation in terms of make, model, price, features, etc. The system would be built using Machine Reasoning techniques and hosted on a cloud platform Portal which will be accessible to users on a 24 x 7 basis

ISS-NUS has identified a list of partners who are keen to collaborate with ISS for providing comprehensive data on specifics of new car sales in Singapore. Additionally these partners are willing to enter into a long term partnership with ISS for further enhancement and development of CRS. These partners would be provided premium access to CRS platform and would be free to derive business benefits from access to CRS for their employees and potential customers

4.1.2 Project Overview

An example input output interface of the system and user guide are attached herewith

<https://github.com/AvS78/IRS-MR-2019-01-19-IS1-GRP-GenXWarriors-CarRecommendationSystem/tree/master/user%20guide>



IRS-MR-2019-01-19
-IS1-GRP-GenXWarri

4.1.2 Deliverables

Under The Project, the supplier is to provide three major components

- Complete System Build
- System deployment
- Maintenance & Support

4.2 Scope of Work

All deliverables for this Scope of Work shall be successfully completed and delivered to The ISS-NUS by the prescribed timeframe assigned to them. The ISS-NUS reserves the right to amend the details of the scope when necessary as the project develops, in consultation with the Contractor within the scope of services and value of award.

Works shall include but not be limited to the following areas:

4.2.1 System Build

The system build will comprise of a minimum of below activities

Requirements Definition

A list of requirements (functional, system, technical, etc.) from various stakeholders (customers, users, vendors, IT staff, etc.) would be gathered which will be used as the basis for the formal Requirements Definition for CRS system

High Level Design

High-level design (HLD) will explain the architecture that would be used for developing the CRS System. The architecture diagram should provide an overview of the entire system, identifying the main components that would be developed for the product and their interfaces.

Low Level Design

Low-level design (LLD) will be created with a component-level design process that follows a step-by-step refinement process. This will be used for designing data structures, required software architecture, source code and ultimately, performance algorithms

Sprint Planning

The tenderer will use Agile Software development approach and will deploy a team accordingly. Sprint planning will be done as a collaborative effort involving a ScrumMaster to facilitate the meeting, a Product Owner, to clarify the details of the product backlog items and their respective acceptance criteria, and the Entire Agile Team to define the work and effort necessary to meet the sprint commitments.

4.2.2 System Deployment

The system Deployment will include delivery, installation, and testing of entire system to ensure operational readiness. It will comprise of a minimum of below activities

Release Planning

Release planning will include creation of a high-level plan for multiple Sprints (e.g. three to twelve iteration). It will be a guideline that reflects expectations about which features will be implemented and when they are completed. It will also serve as a base to monitor progress within the project.

Installation and Activation

The Test and Development environment, if needed, will be kept separate from Production environment. UAT (User Acceptance Testing) will include both internal and a sample set of external customers

Updates & Versioning

The tenderer will propose mechanism of system updates and version tracking system.

4.2.3 Maintenance and Support

Tenderers shall submit a detailed proposal for a 5 years Maintenance and Support Agreement after the guarantee period, for the provision of the following support for all equipment and software purchased through the Supplier

- Hardware maintenance inclusive of repair and replacement of parts for proprietary equipment or 3rd party equipment, if any hardware is provided as part of the solution
- Software maintenance inclusive of bugs fixing, correction and enhancement.
- Helpdesk for handling trouble report and technical enquiries..

4.2.4 Final Implementation Plan

- Tenderers should draw up a comprehensive plan showing the detailed production time schedule and sequence of events necessary for the provision and delivery of the Goods or Services based on the Scope of Work listed in section 4.2 and Project Milestones outlined in Point 4.2.5.
- The Final Implementation Plan shall reflect the Contractor's proposed submission dates for all deliverables and monthly reports, schedule of progress and post-delivery meetings with The ISS-NUS and/or partners involved for the CRP, and key milestones for the entire project. All proposed dates shall adhere to the timelines as set out in this Section.
- This Final Implementation Plan shall be submitted within 30 days from the date of the Letter of Acceptance, unless otherwise agreed in writing by The ISS-NUS.
- The Contractor shall submit the Final Implementation Plan to ISS-NUS via e-mail.

4.2.4 Project Milestones

End April 2019	: Submission of Draft Implementation plan
Mid May 2019	: Appointment of development team for CRS
End May 2019	: Start of Requirements Gathering & Sprint planning Phase
Mid June 2019	: Finish of Requirements Gathering Phase
End June 2019	: Submission of Final Implementation Plan
Start July 2019	: Start of System Development (Sprint 1)
End Sept 2019	: Release 1 Deployment and Go-Live
End Nov 2019	: Release 2 Deployment and Go-Live

Start Dec 2019 : Start of Maintenance & support phase

5 Evaluation Criteria and Methodology

Tenderers who comply with the Critical Evaluation Criteria above will be further evaluated based on both competitive pricing and quality of submission such as:

- Relevance and Creative merit of the proposed concept and system; Demonstration of how proposed concept and system fulfil the requirements stated in Section 4; Feasibility of design & implementation schedule
- Past track record of the tenderer, including the development and support projects undertaken and successfully delivered for mid to large scale enterprises in Singapore and abroad

6 Scope of Contract and contract period

- 6.1 The Contractor shall perform the Services and complete the supply of all items of Goods in accordance with the terms of this Contract.
- 6.2 The Contractor shall be an independent contractor and shall not be an agent, partner or employee of ISS-NUS. For the avoidance of doubt, the Contractor is not authorised to enter into any contracts on behalf of ISS-NUS.
- 6.3 This Contract:
 - (a) Shall come into force and commence on the date the Contractor received the Letter of Acceptance and/or Purchase Order; provided that the Goods and Services may be required from or on other dates as may otherwise be set out in the Requirement Specifications or in the Letter of Acceptance and/or Purchase Order; and
 - (b) Shall, unless terminated, expire after the complete performance of all Services and the complete supply of all Goods required (including any maintenance or warranty period) or at the end of any contract period expressly stated in the Requirement Specifications.
 - (c) May be extended by The ISS-NUS. The Contractor grants The ISS-NUS the option, at The ISS-NUS's sole discretion, to extend the contract period for one or more additional periods not exceeding a total of (state the required period in terms of years or months). The option to extend shall be exercised by written notice. Unless otherwise agreed in writing, the option to extend must be exercised at least 2 months before the expiry of the current contract period.
- 6.4 The Contractor shall do all things which are necessary or reasonably to be inferred from the

Contract even if not specifically set out in the Contract.

- 6.5 The Contractor acknowledges that it is fully aware and anticipates that some details of the Requirement Specifications may have to be clarified during the performance of this Contract. In this context:
- (a) The ISS-NUS reserves the right to issue written clarifications on the Requirement Specifications to set out The ISS-NUS's requirements more precisely and such written clarifications shall be deemed to be part of this Contract. These clarifications shall include the need to delay the completion or progress of the whole or any part of the Services or delay the delivery dates of some or all of the Goods.
 - (c) The Contractor confirms that this has been fully anticipated when the Tender Offer was submitted and has been taken into account in the Contract Price. For the avoidance of doubt, the Contractor shall have no claim to any compensation or damages regardless of the nature of the clarifications issued.

7 PERFORMANCE

- 7.1 The Contractor shall provide the Goods and Services with all reasonable care, skill and diligence.
- 7.2 All Goods supplied under this Contract shall be new and unused or made of new and unused materials; unless there is agreement in writing to the contrary.
- 7.3 Time shall be of the essence in this Contract and the Contractor shall perform the Services and supply the Goods within any timelines/deadlines set out in this Contract or as otherwise agreed in writing between the Parties.
- 7.4 The Contractor shall work closely and collaboratively, at no extra charge, with such other contractors as The ISS-NUS may appoint in relation to the exhibition, event, activity or project that this Contract relates to.
- 7.5 Upon the receipt of any Deliverables or Goods, such Deliverables or Goods shall be:
- (a) Accepted or rejected by ISS-NUS through a written notice in a form that may be prescribed by The ISS-NUS in writing; or
 - (b) Deemed to have been accepted by ISS-NUS if no written notice to either accept or reject the same is issued within 14 days of receipt of the Deliverables or Goods concerned.
- 7.6 The Contractor shall at its own costs and without prejudice to the timelines/deadlines to be met under this Contract:
- (a) Re-perform or correct any deficiencies in the Deliverables that are rejected; and
 - (b) Remove and replace Goods that are damaged, defective or in any way inferior to approved samples or is otherwise not in accordance with this Contract.

- 7.7 Where the Contract is awarded based on particular brand(s)/model(s) of Goods as set out in the Tender Offer or as provided as samples (during the Tender process or under this Contract), the particular brand(s)/model(s) must be supplied. Provided that different brand(s)/model(s) may be accepted by The ISS-NUS in writing to replace the particular brand(s)/model(s) if:
- (a) the particular brand(s)/model(s) is discontinued by the manufacturer and written documentation of this is provided to The ISS-NUS's satisfaction; and
 - (b) The replacement brand(s)/model(s) provide the same or better functionality and performance as the particular brand(s)/model(s).

8 Payment

- 8.1 Payment shall be made in accordance with the payment schedule set out in Annex B unless otherwise agreed in writing.
- 8.2 Payments made to the Contractor shall not:
- (a) Be considered evidence of the quality of any Goods or Services to which such payments relate.
 - (b) prejudice any of The ISS-NUS's rights under this Contract to reject deficient Goods or Services and the corresponding rights to obtain replacement of Goods or re- performance of Services either by the Contractor or otherwise.
- 8.3 The amount of any payment due from or debt owed by the Contractor to The ISS-NUS under this Contract may be deducted by The ISS-NUS from any monies payable by The ISS-NUS to the Contractor under this Contract.
- 8.4 The ISS-NUS shall not have to pay for any expenses or costs of whatever nature other than those expressly set out under this Contract.
- 8.5 Unless otherwise agreed in writing by The ISS-NUS, payment shall be made by electronic bank transfer. The Contractor shall provide The ISS-NUS with all bank account information reasonably required by The ISS-NUS in order to effect such payment. Each Party shall bear their own bank charges.

9 Delay in Performance

- 9.1 If there is delay in the performance of the Services or the supply of Goods due to any acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils

beyond the Contractor's control, then in any such case the Contractor shall, for the duration of any such circumstances, be relieved of the obligation to perform the Services or supply the Goods thereby affected. Any part of the Services or Goods that are not so affected shall continue to be performed in accordance with this Contract.

- 9.2 Subject to Sub-Clause 9.1, if the Contractor fails to complete the performance of Services or supply of Goods by the date(s) specified in this Contract, The ISS-NUS shall have the right -
- (a) to cancel all or any part of such Services or Goods from this Contract without compensation to the Contractor and to obtain the same (including similar or
 - (b) equivalent goods and services in the case where the exact goods and services are not available) from other sources and all increased costs incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or
 - (c) to deduct any moneys due or to become due to the Contractor or require the Contractor to pay a sum calculated at the rate of 0.5% of the Contract Price for each day of delay (including Sundays and Public Holidays), as liquidated damages until the delayed Services or Goods are fully performed or supplied; up to a maximum amount of liquidated damages equivalent to 10% of the Contract Price. This maximum amount is based on the aggregate of all liquidated damages imposed for all cases of delay during the entire period of this Contract and is not the maximum sum for each individual case of delay.
- 9.3 For the avoidance of doubt, if The ISS-NUS opts to impose liquidated damage under Sub-Clause 9.2(b) and regardless of whether the maximum amount of liquidated damages has been reached, The ISS-NUS shall still be entitled to exercise:
- (a) its rights under Sub-Clause 9.2(a); provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under Sub-Clause 9.2 (a); and
 - (b) Any rights to terminate this Contract; provided that the liquidated damages already imposed shall be offset against any increased costs recoverable under the clauses allowing for termination.

10 Applicable Law

- 10.1 This Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.

11 Dispute Resolution

- 11.1 The Parties submit to the non-exclusive jurisdiction of the Courts of Singapore.
- 11.2 In the event of any dispute, controversy or claim arising out of or relating to this Contract, no

Party shall proceed to litigation unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre.

- 11.3 A Party that receives a notice for mediation from the other Party shall consent and participate in the mediation process in accordance with Sub-Clause 9.2.
- 11.4 For the avoidance of doubt, failure to comply with Sub-Clauses 9.2 or 9.3 shall be a breach of contract. Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.

12 Suspension or Termination

- 12.1 The ISS-NUS shall, after giving 7 days written notice to the Contractor, have the right to suspend or terminate this Contract if The ISS-NUS is affected by any state of war, act of god or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither party shall be liable to the other by reason of such suspension nor shall termination save that The ISS-NUS pay the Contractor the price of the Goods or Services that have been performed and accepted by The ISS-NUS. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by The ISS-NUS to the Contractor by reason of this Clause 11.
- 12.2 In addition to any other rights to terminate this Contract or any rights to cancel parts of the Services under this Contract, The ISS-NUS shall have the unilateral right to terminate this Contract without assigning any reasons whatsoever by giving the Contractor 30 days' written notice. For the avoidance of doubt, the Contractor shall not be entitled to any compensation or damages whatsoever in relation to such a termination. The Contractor shall only be entitled to payment for any Services provided and accepted up to the end of the 30 day notice period

13 Rights of ISS-NUS in the event of default by Contractor

- 13.1 If any declaration or submission made by the Contractor in its Tender Offer is discovered to be false, The ISS-NUS shall be entitled to rescind and terminate this Contract or cancel any part of the Goods or Services by written notice without The ISS-NUS being liable for any damages or compensation. The termination or cancellation shall take effect from the date of the written notice.
- 13.2 If the Contractor is in breach or defaults in his performance of this Contract, The ISS-NUS may issue a written notice of breach or default to the Contractor. The Contractor shall, within 7 days of the date of the notice of breach or default, remedy the breach or default or otherwise propose a solution that is accepted by The ISS-NUS in writing.
- 13.3 If the Contractor fails to remedy the default or otherwise propose an acceptable solution under Sub-Clause 12.2, the Contractor shall be taken to have repudiated the Contract and The ISS-NUS shall have the right to terminate the Contract or cancel any part of the Goods or

Services by way of a written notice of termination or cancellation as the case may be. The termination or cancellation shall take effect from the date of the written notice and The ISS-NUS shall not be liable to the Contractor for any damages or compensation.

- 13.4 The ISS-NUS shall be entitled to terminate this Contract or cancel any part of the Goods or Services by written notice without The ISS-NUS being liable for any damages or compensation if:
- (a) any proceedings are commenced for the liquidation, dissolution or bankruptcy of the Contractor and the same not discharged or discontinued within 14 days of its commencement, or if the other Contractor becomes bankrupt or goes into liquidation either voluntarily or compulsorily except for the bona fide purpose of amalgamation, merger or re-construction;
 - (b) The Contractor compounds with any of its creditors or has a receiver appointed in respect of the whole or any part of its assets;
 - (c) A writ of distress or execution or other process of any court is levied or issued against any property of the Contractor and is not withdrawn within 14 days of its commencement; or
 - (d) The Contractor ceases or threatens to cease to carry on business except for the bona fide purpose of amalgamation, merger or reconstruction.

The termination or cancellation shall take effect from the date of the written notice.

- 13.5 If there is any termination of this Contract or cancellation of Goods or Services under this Clause 12, The ISS-NUS shall have the right to purchase, from other sources, the Goods and Services (including similar or equivalent goods and services in the case where the exact goods and services are not available) that have not yet been performed or supplied at the time of termination or cancellation. All increased costs incurred by The ISS-NUS in purchasing the Goods or Services or similar or equivalent goods or services from other sources shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages.

14 Taxes, Fees, and Duties

- 14.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Contractor or its employees. If The ISS-NUS receives a request from the tax authorities to pay on behalf of the Contractor and/or the Contractor's employees, or to withhold payments from the Contractor in order that The ISS-NUS may subsequently so pay, any of the said taxes, fees, duties, fines, levies and assessments, the Contractor authorises The ISS-NUS to comply with the terms of the said request.
- 14.2 If the Contractor is a taxable person under the Singapore Goods and Services Tax Act, The ISS-NUS shall pay to the Contractor the Goods and Services Tax chargeable on the supply of Goods and Services to The ISS-NUS.
- 14.3 The Contractor shall submit a copy of the Certification of Registration for Goods and Service Tax if requested to do so by The ISS-NUS in writing any declaration or submission made by the

Contractor in its Tender Offer is discovered to be false, The ISS-NUS shall be entitled to rescind and terminate this Contract or cancel any part of the Goods or Services by written notice without The ISS-NUS being liable for any damages or compensation. The termination or cancellation shall take effect from the date of the written notice.

15 Government Regulations

- 15.1 The Contractor shall, at its own costs, obtain and maintain all licences, permits, authorizations or certifications required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

16 Indemnification

- 16.1 In the event of The ISS-NUS being held liable for damages arising out of any claim by any agent, workman or employee of the Contractor or any sub-contractors or suppliers of the Contractor, pursuant to the performance of this Contract, the Contractor shall indemnify The ISS-NUS against such claim and any related costs, charges and expenses incurred by The ISS-NUS.

Provided that the same is not caused by the gross negligence or willful default of The ISS-NUS. Contractor shall, at its own costs, obtain and maintain all licences, permits, authorizations or certifications required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

17 Contractor's Personnel

- 17.1 The Contractor shall replace its personnel (inclusive of the personnel of any sub-contractors or agents) within 5 days from the date of written notice from The ISS-NUS that the said personnel is either:
- (a) Technically incompetent in carrying out the Services or the work to be done in order to supply the Goods; or
 - (b) Behaving in a manner that is found to be unacceptable and which affects the proper completion of the Services or supply of the Goods.

What amounts to technical incompetence or unacceptable behavior for the purposes of this Sub-Clause 17.1 shall be determined at the sole discretion of The ISS-NUS.

- 17.2 The Contractor shall ensure that:
- (a) There is compliance by the Contractor and its employees, subcontractors and agents with all

the rules and regulations of The ISS-NUS's buildings and premises or the buildings and premises belonging to third parties where Services have to be performed or Goods have to be delivered (collectively "the Sites");

- (b) The performance of Services or delivery of Goods at the Sites do not cause any disruption or interference to the normal business or activities carried out by The ISS-NUS or third parties (as the case may be) at the Sites; and
 - (c) There is compliance by the Contractor and its employees, subcontractors and agents with all reasonable directions or instructions of The ISS-NUS or third party supervisors or managers at the Sites.
- 17.3 If the Contractor's Tender Offer states that Services or parts of Services are to be performed by specific personnel, such Services must be performed by the personnel concerned; and such personnel must not be replaced unless the written consent of The ISS-NUS is given. The Contractor shall ensure that any replacement personnel have comparable skills and experience as the personnel being replaced such that there is no adverse effect on the progress or quality of the Services.

18 ISS-NUS Ownership of Intellectual Property

- 18.1 Nothing in this Contract shall affect any person's right to own or licence Background IP.
- 18.2 All Foreground IP created by the Contractor, its employee, subcontractor, supplier or agent shall vest in and be owned absolutely by The ISS-NUS. The Contractor shall do all things necessary to ensure that all Foreground IP is assigned to The ISS-NUS absolutely; including the execution all such documents as may reasonably be required in order to perfect, protect or enforce any of the Foreground IP assigned and granted to The ISS-NUS.
- 18.3 The Contractor shall obtain for and grant to The ISS-NUS and its agent, free of any additional charge, a worldwide, perpetual, non-exclusive licence, to use all Background IP owned by or licensed to the Contractor, its employee, subcontractor, supplier or agent.
- 18.4 For the avoidance of doubt, any IP in any results, report, data or information generated or produced by the Contractor, The ISS-NUS or another person on behalf of The ISS-NUS as a result of this Contract shall vest in and be owned absolutely by The ISS-NUS.
- 18.5 If the Contractor, its employee, subcontractor, supplier or agent intends to sell or transfer their Background IP, the Contractor shall ensure that the purchaser of the Background IP and every successor in title to the interest in the Background IP has prior written notice of the licence that the Contractor, its employee, subcontractor, supplier or agent has granted to the The ISS-NUS.
- 18.6 If any licence granted or obtained for Background IP under Clause 19.3 is registrable under any IP registration system in Singapore, the Contractor shall:
- (a) register the licence under the IP registration system in Singapore; and

- (b) deliver copies of documentary proof of such licence registration to The ISS-NUS as soon as possible.
- 18.7 The Contractor shall indemnify The ISS-NUS against any action, claim, damages, charges and costs arising from or incurred by The ISS-NUS due to any infringement or alleged infringement of patents, design, copyright or any other IP rights in relation to the use of Foreground IP or Background IP or otherwise in relation to the Goods or Services under this Contract. Contractor shall replace its personnel (inclusive of the personnel of any sub-contractors or agents) within 5 days from the date of written notice from The ISS-NUS that the said personnel is either:

19 Confidentiality

- 19.1 Except with the written consent of The ISS-NUS, the Contractor shall not disclose this Contract or any of its provisions, or any purchases made under this Contract or any information issued or furnished by or on behalf of The ISS-NUS in connection with this Contract to any person.
- 19.2 In addition, the Contractor shall not make use of any information obtained directly or indirectly from The ISS-NUS or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of The ISS-NUS.
- 19.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of The ISS-NUS. For the avoidance of doubt, this restriction includes any citation that The ISS-NUS is or was a customer of the Contractor.

Annex A – Payment Schedule

Stage	% of Contract	Cumulative Total
30 days from the satisfactory completion and submission of Requirements Gathering phase in May 2019 and receipt of the invoice for the same	20	20
30 days from the satisfactory completion and submission of Final Implementation Plan in June 2019 and receipt of invoice for the same.	20	40
30 days from the satisfactory completion of activities in Sep 2019 for Release 1 Go-Live, and receipt of invoice for the same.	20	60
30 days from the satisfactory completion of activities in Nov 2019 for Release 2 Go-Live, and receipt of invoice for the same.	20	80
30 days from the satisfactory completion and complete submission of the Post-Implementation Review Report for the entire Project as specified in the Scope of Work, including scope proposed by the Contractor and accepted by the ISS-NUS after the appointment and receipt of the invoice for the same.	20	100

Annex B – Prescribed Forms

B1. SCHEDULE OF PERSONS EMPOWERED TO ACT

The following persons are empowered to sign contract documents and act on the firm's / company's behalf:

Name	NRIC No.	Position Held

In the case of consortiums, the documents required under Clause 15 of the Instructions to Tenderers must also be attached.

B2. GST STATUS

We are / are not * a taxable person under the *Goods and Services*
Act. (* delete as appropriate)

Our GST registration number is _____

B3. LIST OF RELEVANT TRACK RECORD IN THE LAST 5 YEARS

Contract No. / Name of Project	Client	Contract Sum	Contract Period		Value of Work Complete
			From	To	

Please use separate sheet if the space is insufficient.

B4. INFORMATION ON MAJOR SHAREHOLDERS

Person, Company or Corporation who/which owns, whether directly or indirectly, at least 20% of the total number of shares in the Tenderer or who/which controls at least 20% of the voting rights in the Tenderer		Details of Shares held by such person, company or corporation		
Name	Address	Number of Shares	% of Shares	Class of Shares

B5: FORM OF TENDER

To :

Institute of System Sciences

National University of

Singapore

25 Heng Mui Keng Terrace

Singapore 119615

Name(s) of Tenderer(s):¹

Address :

Attn: Mr. Rahul Jalan / Mr. Ajay Vikram Singh

TENDER NO: _____

- 1 We, _____² (Company Name(s) in Block Letters) hereby offer and undertake on the acceptance of this Tender Offer to supply the goods and/or services required under this Invitation to Tender.
- 2 Our Tender Offer is fully consistent with and does not contradict or derogate from anything in the Instructions to Tenderer and/or the Conditions of Contract or downgrade anything in your Requirement Specifications. You are entitled to disqualify our Tender Offer if it is inconsistent with or contradicts or derogates from anything in the Instructions to Tenderer and/or Conditions of Contract or downgrades anything in the Requirement Specifications.
3. We declare that all the information provided in this Tender Offer (including in the Prescribed Forms) are correct and true.
- 4 We undertake that we shall, if required by you, execute a formal agreement with you. If no formal agreement is executed, this Tender Offer together with your Letter of Acceptance and/or Purchase Order shall constitute a binding contract between us on the terms of the Contract as defined in the Conditions of Contract.
- 5 OUR TENDER OFFER IS VALID FOR 3 CALENDAR MONTHS FROM THE CLOSING DATE OF THIS TENDER.
- 6 We agree that as and when requested by you, we shall extend the validity of this Tender Offer for one or more periods not exceeding in total 1 calendar month.
- 7 Our Contract Price for the goods and/or services to be supplied by us is SGD\$ _____ (Singapore dollars _____).
- 8 An itemized breakdown of the Contract Price for the goods and/or services is given in the priced schedule attached.
- 9 We further undertake to give you any further information which you may require.
- 10 We warrant, represent and declare that we are duly authorized to submit, sign this Tender Offer, receive instruction, give any information, accept any contract and act for and on behalf of _____ (Insert Name of firm, company or consortium).

Dated this _____ day of _____, 201_____

Tenderer's (as *Principal/Agent) Company or Business Registration No:

Tenderer's official Stamp⁴:

Authorized Signature

Name :

Designation :

(*Delete whichever is not applicable)

NOTICE: This Form of Tender duly completed MUST accompany every Tender Offer. Any change to its wordings may render the Tender Offer liable to DISQUALIFICATION