CONTRACT C\_Num1

**P\_title**

**ISSUANCE DATE: Date\_1**

**Important notes to Tenderers:**

1. **Tenderers’ attention is drawn to the Code of Conduct for LTA’s Procurement – Suppliers’ Guide in LTA’s website (**[**https://www.lta.gov.sg/content/ltagov/en/industry\_innovations/industry\_matters/tender.html**](https://www.lta.gov.sg/content/ltagov/en/industry_innovations/industry_matters/tender.html)**).**
2. **Tenderers’ attention is also drawn to the Statement of Commitment to LTA’s Environmental Sustainability Goals (Please refer to the attachment ‘Commitment to LTA’s Environmental Sustainability Goals\_2021’).**
3. **Tenderers are advised NOT to submit bids at the last minute to avoid late Tender Offer submission. For Submission via GeBIZ, Tenderers should make due allowance for possible delays due to cyber space traffic congestion and/or any other factors that may hinder your submission.**
4. **Late Tender Offers will not be accepted regardless of the reason for the delay.**
5. **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 1935 which relates to the safeguarding of official information.**
6. **Tenderers shall observe all Terms & Conditions stated in the Instructions to Tenderers.**
7. **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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# INTRODUCTION & ELIGIBILITY

## Introduction & Eligibility

Contract TR393 is a tender called by the Land Transport Authority (hereinafter referred to as “the Authority” or “LTA”) for <“ P\_title ”>

(For 1-env GeBIZ submission)

For this tender, it is **mandatory** for all Tenderers to submit the Tender Price and supporting documents as electronic response through the Government Electronic-Business (GeBIZ) portal.

Manual bid will not be accepted.

(For 2-env GeBIZ submission)

For this tender, it is **mandatory** for all Tenderers to submit the following:

**(a) Tender Price;**

**(b) Price Documents; AND**

**(c) Technical Documents**

as electronic response through the Government Electronic-Business (GeBIZ) portal.

Manual bid will not be accepted.

To be able to transact through GeBIZ, Tenderers would be required to register as a GeBIZ Trading Partner (GTP). For information on registration and subscription, Tenderers can log on to <http://www.gebiz.gov.sg>.

Any company or business who is currently debarred from participating in Government tenders is not eligible to participate in this tender. If a tender is submitted without explicitly mentioning that the Tenderer is currently debarred, the Authority shall treat the submission of the tender as an express continuing declaration by the Tenderer that the Tenderer is in fact eligible to participate in this tender and, if such a declaration is discovered to be false, the Authority will be entitled to rescind any contracts entered into pursuant to such a tender, without the Authority being liable therefore in damages or compensation.

The Authority shall have the right not to consider any tender submission made by the tendering entities (or its principal officers) who have committed professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the supplier any time prior or within the tender period.

*(For tenders with construction works)*

Tendering entities shall note that its eligibility to tender would be suspended for a period of 3 months starting from the date whenever 25 Demerit Points or more is accrued under MOM Demerit Point System. For the purpose of this clause, the first published tender closing date is used to determine the suspension period.

The Authority reserves the right not to consider any tender submission where the tendering entities have very poor safety performance or serious local or overseas accident/incident or safety infringement.

*(For Construction Works or Strategic Projects)*

Tenderers shall at least have a positive net worth, failing which they shall provide a performance guarantee by their holding companies or such other entities as required by the Authority. Tenderers shall comply with the condition(s) at no additional cost to the Authority. The holding company or entity providing the performance guarantee shall at least have a positive net worth.

*(For engagement of Non-Audit Services)*

Incumbent group external auditor of LTA and its network firms who wishes to participate in this tender, shall submit a statement of independence with regards to conflict of interest, and any matters that may pose as potential threat to independence. The statement shall include a computation of the percentage of Non-Audit Services (NAS) fees compared with their annual audit fee and shall be signed by the LTA Audit Partner.

## Other Criteria

Tenders for this Contract will only be considered from Tenderers who are registered with the following Building and Construction Authority (BCA) Workhead / Expenditure and Procurement Policies Unit (EPPU) Supply head:

|  |  |
| --- | --- |
| a) | *To list down the Building and Construction Authority Workhead and Financial Grade; OR* |
| b) | *To list down the Expenditure and Procurement Policies Unit (EPPU) Supply head and financial grade.* |

## Critical Criteria

Tenderers shall note that registration with GeBIZ and the BCA / \*EPPU with the designated registration head & grade as specified in paragraph above are critical criteria for this tender. Tenderers who are not registered will NOT be considered for this tender.

*\* Registration with EPPU can be specified as a critical, non-critical evaluation criterion or be fully exempted.*

(For Consultancy Works)

This tender is open to tenderers who are registered with the Building and Construction Authority’s Public Sector Panels of Consultants (PSPC) under *To indicate the respective discipline (e.g Architectural, Civil & Structural, Mechanical & Electrical and/or Quantity Surveying) and the relevant panel (e.g. Panel 1, 2, 3 and/or 4)*. For information on the PSPC, please refer to the BCA website at <http://www1.bca.gov.sg>.

(For QP(S) Tenders)

The requirements of key personnel\* specified in Clauses *(To indicate the clause no. on Experience and Qualifications of the Supervision Team)* and *(To indicate the clause no. on Base Work Hours)* of the Terms of Reference are considered critical criteria. Tender Proposals which do not comply with the critical criteria will NOT be considered for this tender.

[\*The Key Personnel for this Contract are the Qualified Person (Supervision), Qualified Person (Geotechnical), Senior Resident Engineer and Senior Resident Engineer (Tunnel).[[1]](#footnote-1)]

## GRA Registration

**Note : For Tenders Which Are Opened To GRA Registered Only**

Tenderers who do not hold a valid registration from the relevant Government Registration Authority (GRA) under the appropriate Workhead / Supply head and financial category specifying that they have met the criteria for this tender are advised to apply for the registration with the relevant GRAbefore tender closes and declare their registration status in their tenders.

For registration, please refer to the details below. If by the closing date of tender, their registration with the relevant GRAis still pending, Tenderers should enclose a copy of the receipt for registration fee paid issued by the relevant GRA with their tenders.

Tenderers who failed to submit their registration to the relevant GRA before tender closes may be disqualified.

|  |  |
| --- | --- |
| For BCA Registration  52 Jurong Gateway Road,#11-01  Singapore 608550  Tel No. : 1800-3425 222 (Press 2 after connecting)  Fax No.: 6334 4257  For more information, please refer to BCA website (<https://www1.bca.gov.sg/procurement/pre-tender-stage>) | For EPPU registration:  CrimsonLogic Pte Ltd  31 Science Park Road  The Crimson  Singapore 117611  The mode of registration (i.e. online via GeBIZ) is at <http://www.gebiz.gov.sg>. |

Tenderers who are registered with the relevant GRA, specifying that they have met the criteria for this tender, must declare their registration status by completing the attached **Appendix A.**

Tenderers who failed to submit their registration to the relevant GRA before the Invitation to Tender closes may be disqualified without any further notice nor any reason(s) from the Authority.

Where a Tenderer's existing registration with a GRA, which is valid up to the closing date of this Invitation to Tender, specifies that the Tenderer has met particular criteria in relation to a particular financial category and supply category/head, the Authority will regard the Tenderer as having met the criteria specified in the registration for the financial category and supply category/head set out in the registration and in the manner set out in the registration.

## Government Electronic Business (GeBIZ)

Where the Contract specifies that Parties shall transact with each other through the Government Electronic Business (GeBIZ) system, the Contractor / Consultant shall sign up as a GeBIZ Trading Partner, if the Contractor / Consultant is not already a GeBIZ Trading Partner. Tenderers shall submit their tenders in accordance with the Terms and Conditions for use of the Government Electronic Business (GeBIZ). The terms and conditions of the GeBIZ Agreement (set out at www.gebiz.gov.sg or such other place as may be specified by the Government from time to time) shall be incorporated into and be deemed to be an integral part of this Contract. Nothing in this Contract shall affect the Government's right to operate, maintain and/or modify the GeBIZ system, amend the GeBIZ Agreement from time to time or terminate the GeBIZ Agreement in accordance with the terms and conditions of the GeBIZ Agreement.

## Joint Venture/Consortium Participation

**NOTE: (For Construction Tender using BCA Workhead as eligibility criteria)**

All partners of a Joint Venture/Consortium must be registered with the relevant Government Registration Authority.

One of the Joint Venture/Consortium partners (known as the Lead Partner) is required to meet the Financial Category specified in the tender and shall have the majority percentage share of the equity participation. The other partner shall be registered in the Financial Category of not more than three grades below the specified Financial Category.

The Joint Venture/Consortium shall submit a letter to the Authority together with the tender stating the percentage equity participation held by the Joint Venture/Consortium partners.

# TENDER INFORMATION

* 1. Tender Briefing / Site Showround

Tenderers are invited to attend a Tender Briefing / Site Showround on Unknown Error<-Some reason does not work(Fixed format?) , Unknown Error <-Does not work(Fixed format?)> at :

Ven\_site1

Tenderers are required to inform the Authority by In\_Date1 , the name of company and representatives for the briefing via email to lta\_contracts@lta.gov.sg (please indicate ‘Contract TR393 – Tender Briefing / Site Showround’ as the subject of your email).

* 1. Not Used
  2. 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 [10 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 TR393 - 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 by document (e.g. Instructions to Tenderers, Conditions of Contract, etc) 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 Project Planner for Windows Version 3.1 (P3), or Primavera P6 Professional Project Management Release 7.0 or later from Oracle’s Primavera, 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.**

* 1. Tender Corrigenda

The Authority reserves the right to amend any terms in, or to issue supplementary terms to this Invitation to Tender at any time prior to the Closing Date and Time, without any further reference to the Tenderer. It is further the Tenderer’s responsibility to ensure that it complies with such amended or supplementary terms, at all times, prior to the Closing Date and Time.

Tenderers must check the GeBIZ publication periodically and on a regular basis on any updates and take into account all information including any corrigenda relating to the tender.

The Authority will not entertain any request to correct any omission of information after the close of tender regardless of any reasons.

**OR FOR MANUAL ISSUANCE**

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. Such Addenda shall be listed in the Form of Tender to be submitted by the Tenderer.

* 1. No Oral Representation

No oral representation shall be :

1. Accepted or construed as modifying or varying any of the provisions, terms or conditions in this tender; and
2. Binding on the Authority.

# TENDER DOCUMENTATION

* 1. Tender Documents Issued

The following Authority’s documents are to be downloaded from GeBIZ Website / issued to Tenderers:

a)

b) List Relevant Documents

c)

d)

e)

f) The Tender Addenda / corrigenda, Authority’s Reply to Tenderers’ Questions (if any).

* 1. 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:

*(Note : To delete those not applicable and add if required and verify the links/edition/version against the respective websites)*

1. Authority's website at http://www.lta.gov.sg under "Industry Matters” 🡪 “Development, Building, Construction & Utility Works” and select
2. Architectural Standards
3. Architectural Design Criteria ( to indicate date of the Edition)
4. Architectural Materials and Workmanship Specifications (to indicate date of the Edition)
5. Civil Standards
6. Civil Design Criteria (to indicate date of the Edition)
7. Materials and Workmanship Specifications (to indicate date of the Edition)
8. Street Proposals and Works on Public Streets
9. Code of Practice for Works on Public Streets (to indicate date of the Edition)
10. Code of Practice for Traffic Control at Work Zone (to indicate date of the Edition)
11. GIS Data Hub Data Collection Specifications (to indicate date of Edition/version)
12. Standard Details of Road Elements (2014) (to indicate date of Edition)
13. 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
14. Safety, Health and Environment (General Specifications Appendix A) (to indicate date of the Edition) - These specifications set out the requirements for Safety, Health and Environment matters as specified under Appendix A of General Specifications.
15. Safety, Health and Environment, (Particular Specifications Appendix B) (to indicate date of the Edition) - These specifications set out the requirements for Safety, Health and Environment matters as specified under Appendix B of Particular Specifications.
16. Building and Construction Authority (BCA)’s website at http://www1.bca.gov.sg under “Procurement”🡪 “Post-tender Stage”🡪 “Public Sector Standard Conditions of Contract (PSSCOC)” and select

*\*Public Sector Standard Conditions of Contract for (Design & Build) OR (Construction Work) (to indicate date of the Edition and any supplements and list of amendments (if any))*

*(\* To delete those COCs not applicable to your tender and indicate the date of the Edition of the COC referred to in the website)*

* 1. Document(s) / Drawings for Information /and Viewing

The Instructions to Tenderers and those for viewing are for information only and shall not form part of the Contract to be made between the Authority and the successful Tenderer :

|  |  |
| --- | --- |
| a) | List other relevant documents (Note : to include Geotechnical Interpretative Reports for viewing for Engineers’ Design Construction works) |
|  |  |
| b) |  |

The above document(s)/drawing(s) listed above are only available for viewing by appointment only. Tenderers are required to make prior arrangement with Mr/Ms XXXX via email to lta\_contracts@lta.gov.sg (please indicate ‘Contract TR393 – Tender Document/Drawing Viewing’ as the subject of your email) if they wish to do so.

The documents / drawings may be viewed at :

Land Transport Authority

Tender & Procurement Division

1 Hampshire Road

Block 2A, Level 1

Singapore 219428

* 1. 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.

* 1. 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.

# TENDER SUBMISSION GUIDELINES

* 1. Submission of Tender

(For 1-env GeBIZ submission)

Tenderers shall submit their tenders in accordance with the following mode of submission.

|  |  |  |
| --- | --- | --- |
| **Information or documents in Tender** | **Mode of Submission** | **Closing Date & Time** |
| 1)Tender Price | This shall be submitted electronically to the Authority via GeBIZ.  *Note: Max. 30MB for each file* | **<<#date>>, 1600 hours sharp, Singapore**  **Time** |
| 2)Supporting Documents - (please refer to Clause 6 of these instructions) |

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

(For 2-env GeBIZ submission)

The 2-envelope bidding system in the GeBIZ is adopted for this tender. Tenderers are required to separate their offer into 2 distinct Document Types (i.e. Price and Technical). It is mandatory to upload at least one attachment for each Document Type when submitting electronically via GeBIZ.

|  |  |  |
| --- | --- | --- |
| **Information or documents in Tender** | **Mode of Submission** | **Closing Date & Time** |
| 1)Tender Price | This shall be submitted electronically to the Authority via GeBIZ. | **close\_date11 , 1600 hours sharp, Singapore**  **Time** |
| 2) Price & Technical Documents  (Please refer to Clause 6 of these Instructions) | Tenderer shall upload both Price & Technical Documents separately in GeBIZ under the respective Document Type (i.e. Price or Technical).  *Note: Max 30MB for each file.* |

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

(For Manual Submission)

Tenderers shall submit their tenders in accordance with the following mode(s) of submission. The tender submitted by the Tenderer shall be enclosed and sealed under plain cover clearly marked “Tender for Contract TR393 ”.

|  |  |  |
| --- | --- | --- |
| **Information or documents in Tender** | **Mode of Submission** | **Closing Time** |
| Documents Packages 1 to 6, Information (please refer to Clause 6 of these Instructions) | These packages shall be submitted by hand to the Authority as follows:   * Package 1 deposited into the appropriate tender box; and * Packages 2 to 6 handed to the officer in attendance at the Tender Counter   to the following address:  Land Transport Authority  Tender Counter @  Tender & Procurement Division  1 Hampshire Road  Block 2A, Level 1  Singapore 219428  (Counter Operating Hours : Mondays-Fridays :  8.00am to 5.30pm  Closed on Saturdays, Sundays and Public Holidays) | **close\_date11 , 1200 hours sharp, Singapore**  **Time** |

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

* 1. Requirements of This Document

The Authority reserves the right to reject tenders not submitted in accordance with the mode(s) of submission or does not comply with the requirements specified in the Instructions to Tenderers and / or of GeBIZ Terms and Conditions.

* 1. Submission in GeBIZ

**NOTE: NOT APPLICABLE FOR MANUAL SUBMISSION**

Bids submitted via GeBIZ are encrypted and cannot be viewed by the Authority before the tender closes.

Tenderers are advised NOT to submit bids at the last minute to avoid late tender submission. In addition, Tenderers should also make due allowance for possible delays due to cyber space traffic congestion and/or any other factors that may hinder their timely submission of the tender.

To attach files, Tenderers are to compress their documents into zip format to allow faster uploading in GeBIZ. Easily identifiable filenames shall be used for all attachments.

Tenderers shall submit proposals in pdf format unless otherwise specified, paginate all submissions and indicate the total number of pages for each document submitted. Tenderers are encouraged to insert digital signature on every page with the date clearly shown.

For Tenderers who are new to the GeBIZ system, please read through the user guides at https://www.gebiz.gov.sg/cmw/content/getstart.html. An online tutorial can also be found at https://www.gebiz.gov.sg/cmw/content/4/page14/Respond\_Tenders.html.

Tenderers are to note the Frequently Asked Questions (FAQs) online at https://www.gebiz.gov.sg/faq.html before contacting the GeBIZ Helpdesk at 6482 7121.

* 1. Authentication of Submission

**NOT APPLICABLE FOR MANUAL SUBMISSION**

Where the Instructions to Tenderers specify that a particular document is to be submitted through GeBIZ, the document may be submitted through GeBIZ without any handwritten signature. The Authority shall be entitled to rely on the use or entry of the prescribed Security Device (as defined in the Terms and Conditions For Use Of the Government Electronic Business) by the Tenderers or its representative(s) as the authorised signature of the Tenderer, as conclusive evidence of the authenticity of the submitted document and the authority of the originator of the submitted document.

* 1. Form of Tender

The Tenderers shall note that the Form of Tender must be **duly completed**.

* 1. Qualifications to Base Tender and Alternative Tenders OR Compliance with Instructions and Requirements

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 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.

**OR *For (E&M) Tenders including Transport Technology and Information Technology)***

1. Tenders will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the Invitation to Tender. Any tender which attempts to vary the Form of Tender or the Conditions of Contract is liable to be rejected. In consideration of the Tenderer agreeing to abide by these instructions in the Invitation to Tender, the Authority shall evaluate the tenders fairly and in accordance with the said instructions.
2. The Tenderer shall provide explicit responses of compliance or non-compliance with the Authority’s Requirements/requirements in this Invitation to Tender. In the event of any non-compliance with the Authority’s Requirements/requirements, the Tenderer shall satisfy the Authority that the **Goods/Services/System/Works** proposed to be rendered are equivalent in substance, performance and functionality to the **Goods/Services/System/Works** required by the Authority. **The Authority reserves the right not to accept the non-compliance and reject the tender**
3. The Authority will only consider an alternative tender if it is accompanied by a base tender meeting the conditions described above
   1. 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.

* 1. Late Tenders

Late tenders will not be accepted regardless of the reason for the delay.

(For Manual Submission)

Proof of posting of tender shall not be accepted as evidence that it has been received by the Authority.

* 1. Tender received via Post

(For Manual Submission)

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.

* 1. Tender Validity Period

Tenders submitted shall remain valid for acceptance for a period of **[No. of Days (in words)] (in Figures)** 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.

* 1. 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.

* 1. Tender Deposit & Prior Approval of Bank

APPLICABLE FOR REVENUE TENDERS ONLY

Each Tenderer shall deposit with the Authority at the time of submitting his tender a tender deposit of Singapore Dollars [Amount in Words] (S$ Amount in Figures). A banker’s guarantee submitted in accordance with the specimen attached (**Appendix H**) is accepted. The name(s) of bank or guarantor should be submitted for the Authority’s approval by [one month before closing date]. 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 4.13. No interest shall be paid by the Authority on tender deposit.

***OR for Licence fee***

1. Upon the submission of the tender, the Tenderer shall submit with his tender a tender deposit in the form of direct credit to LTA’s bank account and indicate the Contract Number as the payment reference. A guarantee from a bank or insurer (in the prescribed form in **Appendix H**) approved by the Authority may be accepted in lieu of a direct remittance to LTA’s bank account. The name(s) of the bank or guarantor should be submitted for the Authority’s approval by [Date]. No interest will be paid by the Authority on tender deposit. The tender deposit will be refunded to all Tenderers. However, the tender deposit shall be forfeited by the Authority under the circumstances in Clause 4.13. No interest shall be paid by the Authority on tender deposit.
2. The tender is to be submitted with the correct amount of tender deposit which is equivalent to 1 month’s licence fee. The 1 month’s licence fee refers to the monthly licence fee priced by the Tenderer in the Summary of Tender. The Tenderer will be disqualified if he fails to submit the correct tender deposit amount.
3. Except for the circumstances listed in Clause 4.13 below, the tender deposit shall be refunded to all unsuccessful Tenderers and the successful Tenderer upon the award and execution of the Contract respectively
   1. Forfeiture of Tender Deposit

APPLICABLE FOR REVENUE TENDERS ONLY

The tender deposit shall be forfeited under the following circumstances:

1. A Tenderer who withdraws his tender during the tender validity period.
2. A Tenderer who does not submit a bona fide tender.
3. 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.
   1. 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.

* 1. Posting of Tender Prices

**NOT APPLICABLE FOR LIMITED TENDERS**

(For 1-env GeBIZ submission)

Tender Prices will be posted for information after the close of the tender. Tenderers may view this information from the GeBIZ Website.

(For 2-env GeBIZ submission)

Technical Documents - Technical Documents referred to in Clause 6.2 (B) hereof, will be released via GeBIZ to the Authority and downloaded on **the closing date**. The Authority will proceed with tender evaluation based on the Technical Documents. Please note that Technical Documents must not contain any price / cost and/or financial information.

Price Documents - Upon completion of the evaluation of Tenderers’ Technical Documents, the Price Documents of the shortlisted tenderers will be released to the Authority for evaluation.

In the event of a single bid for the tender, both the Technical and Price Documents will be released to the Authority on the closing date for evaluation.

Tender Prices will be posted for information after the award of the tender. Tenderers may view this information from the GeBIZ Website.

# TENDER PRICE

* 1. Tender Price / Percentage

The Tenderer shall fully price the Summary of Tender / Price Schedules / Cost Proposal/ Bills of Quantities described in the Authority's Requirements/Employer’s Requirements. Where no price is entered against items in Summary of Tender / Price Schedules / Cost Proposal/ Bills of Quantities, then it shall be deemed that the costs of the said items are covered by the other rates and prices.

(For GeBIZ Submission)

The Tender Price shall be that submitted in GeBIZ.

**OR FOR MANUAL SUBMISSION**

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.

**OR TERM CONTRACT WHERE % ADJUSTMENT IS THE TENDER PRICE**

The percentage (%) adjustment to the Fixed Schedule of rates, (+) or (-) shall be that as stated in GeBIZ. Any inconsistency or conflict arising between parts of the tenders submitted through GeBIZ and the tender box shall be resolved in favour of the parts submitted through GeBIZ.

**APPLICABLE FOR GRA REGISTERED TENDERS ONLY**

In the event a Tenderer prices above the **financial grade** that he is registered in, the Authority reserves the right to reject his tender after assessment of his financial health and project risks.

* 1. 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 / Consultant the **GST c**harged on the goods, services or works if he is registered for GST under the Goods and Services Tax Act.

* 1. Currency of Tender

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

* 1. Mixed Currencies Tender

(ONLY WHEN APPLICABLE)

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.

*(Note : PCNO - To also raise TCQ to wrap up if there is a need to exercise the foreign/mixed currencies offer)*

* 1. 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.

* 1. 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.

* 1. Options

All Tenderers shall price all the options 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.

* 1. Schedule of Projected Interim Payment Requests

The Tenderer shall submit the Schedule of Projected Interim Payment Requests in Singapore Dollars (S$) as per sample format as shown in **Appendix** **J.**

*(Applicable for tenders with =>2 years contract period and EPV exceeding S$10million)*

# DOCUMENTS TO BE SUBMITTED

* 1. Tender Inventory, Letter of Certification, Safeguarding of Official Information and Contact Details

(Not used for Full-E submission)

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.

1. 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;
2. **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**;
3. **Contact Details** for correspondence during tender clarification and evaluation in the format attached as per **Appendix N3**;and
4. **Undertaking to Safeguard Official Information** in the format attached as per **Appendix G**.
   1. Packaging of Tender Submissions

(For 1-env GeBIZ Submission)

Tenderers are to take note on the mode of submission in Clause 4.1 of these Instructions and shall submit the following supporting documents electronically via GeBIZ:

The Tenderer shall ensure that the files are read-verified, virus-free and clearly labelled.

**(A) PRICE Documents in GeBIZ**

a) Form of Tender duly completed;

b) Summary of Tender / Price Schedules / Cost Proposal duly completed;

c) Cover Letter relating to Financial Proposal (if any); and

d) <<List content of any other submission required and amend accordingly>>

**(B) TECHNICAL Documents in GeBIZ**

a) 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**;

b) Tenderers to provide contact details for correspondence during tender clarification and evaluation in the format attached as per **Appendix N3**;

c) Undertaking to Safeguard Official Information in the format attached as per **Appendix G;**

d) Information as requested in Clauses 1.4 & 6.8 of these Instructions with latest printout from the ACRA;

e) Technical Proposal as per Clause 6.7 of these Instructions;

f) Financial Statements & Track Records as per Clauses 6.9 & 6.10 of these Instructions.

Tenderers do not need to submit the Financial Statements and Track Records if these had been submitted in previous tenders to the Authority. Tenderers are to indicate the previous contract reference for LTA staff to locate the previous submission;

g) Cover Letter relating to Technical Proposal (if any); and

h) <<List content of any other submission required and amend as necessary>>

(For 2-Env GeBIZ submission)

Tenderers are to take note on the mode of submission in Clause 4.1 of these Instructions and shall submit the following supporting documents electronically via GeBIZ under the respective Document Type:

The Tenderer shall ensure that the files are read-verified, virus-free and clearly labelled.

**(A) PRICE Documents in GeBIZ**

a) Form of Tender duly completed;

b) Summary of Tender / Price Schedules / Cost Proposal duly completed;

c) Cover Letter relating to Financial Proposal (if any); and

d) <<List content of any other submission required and amend accordingly>>

**(B) TECHNICAL Documents in GeBIZ**

a) 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**;

b) Tenderers to provide contact details for correspondence during tender clarification and evaluation in the format attached as per **Appendix N3**;

c) Undertaking to Safeguard Official Information in the format attached as per **Appendix G;**

d) Information as requested in Clauses 1.4 & 6.8 of these Instructions with latest printout from the ACRA;

e) Technical Proposal as per Clause 6.7 of these Instructions;

f) Financial Statements & Track Records as per Clauses 6.9 & 6.10 of these Instructions.

Tenderers do not need to submit the Financial Statements and Track Records if these had been submitted in previous tenders to the Authority. Tenderers are to indicate the previous contract reference for LTA staff to locate the previous submission;

g) Cover Letter relating to Technical Proposal (if any); and

h) <<List content of any other submission required and amend as necessary>>

(For manual submission)

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

**Package 1 –Financial Proposal (One Original & Two Copies + 2 sets of CD)**

1. Form of Tender duly completed and signed by authorised signatory;
2. Summary of Tender / Price Schedules / Cost Proposal duly completed;
3. Information as requested in Clause 1.4 & 6.8 of these Instructions with printout from the ACRA;
4. Alternative Tenders (if any); and
5. Cover Letter (if any)

**Package XX - Technical Proposal (One Original & Two (Non Projects) or Four (Projects) Copies) + 2 sets of CD)**

1. Programme as per Clause 6.5 and Technical Proposal as per Clause 6.7 of these Instructions;
2. Track Records as requested in Clause 6.9 of these Instructions ; and
3. *<<List content of any other submission required>>*
   1. Identification of Tender Submissions

(For GeBIZ submission)

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 Tenderer’s task of uploading the required documents under the correct Document Type and the Authority’s task of identifying, distributing and analysing the various documents submitted.

*Note: Max 30MB for each file.*

The Tenderer is requested to identify the supporting documents/files uploaded in GeBIZ including the requirements as set out in Appendix N2 of these instructions.

• Contract Number

• Acronym of Tenderer;

• Document Type [Price or Technical] and

• Component of file [refer Clause 6.2]

*Please limit file name to not more than 45 characters and must not contain special character eg* ***< > & , ' " ` . ? / \ [ ] @#$%^&+=****.*

e.g. “XXXXX\_ABC\_Price\_FT”

e.g. “XXXXX\_ABC\_Tech\_1 of Y”

(For manual submission)

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(s) 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 \_\_** shall be handed over to the Authority’s staff at over the counter who will be in attendance.

* 1. Copies of Tender

(Not used for GeBIZ submission)

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

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

* 1. Tenderer’s Programme

(For GeBIZ submission)

**(FOR CONSULTANCY WORKS)**

The Tenderer's programme shall:

a) Include all the tasks to be performed under the Services to demonstrate the Tenderer’s understanding of the extent of the Services.

b) Describe each task clearly and precisely to demonstrate the Tenderer’s understanding of the nature of the Services.

c) Show a logical approach to the performance of the Services to demonstrate the Tenderer’s experience.

d) Identify all submissions to be made to the local authorities, reflecting the stages of submissions from the first submission through to approval stage and identifying the work that could be performed after approvals have been granted.

e) Indicate the activities and the interfacing parties that are dependent upon the A/E’s completion of specific design/drawings/documents as well as those activities of the A/E that are dependent upon the inputs of the interfacing parties.

f) Include all options under the Services and show how the A/E can meet the specified key dates notwithstanding the exercise of these options.

g) Distinguish all works that are not part of the Services to be performed by the A/E with the words “(by others)” in the task description.

The tender shall also submit a resource histogram and manpower distribution table, in soft copy, that tie in with the programme submitted according to the table attached in this document (Appendix K). The resources of various discipline allocated to each of the activities within the programme shall be shown.

The Tenderer's programme shall be prepared in either Primavera Project Planner for Window Version 3.1 (P3), or Primavera P6 Professional Project Management Release 7.0 or later from Oracle’s Primavera or Microsoft Project 2010 from Microsoft Corporation. The Tenderer’s programme shall be submitted in PDF format at tender closing. Soft copies in the application formats listed above will be requested after the close of the tender.

**(FOR CONSTRUCTION WORKS)**

The Tenderer’s programme for the completion of the Works shall incorporate all the critical 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.

The Tenderer’s programme shall integrate services diversion and temporary traffic control/diversion in details appropriate to the complexity of the Works and in accordance with the Contract Specification. The Tenderer’s programme shall be submitted in PDF format at tender closing. Soft copies in the format of Primavera Project Planner (P3) for Windows Version 3.1 (P3), or Primavera P6 Professional Project Management Release 7.0 or later from Oracle’s Primavera will be requested after the close of the tender. For projects with lesser interfaces and less complexity in implementation, the Tenderer could use Microsoft Project 2010 from Microsoft Corporation, subject to the approval of the Authority. The programme shall include the sequence and interfacing of operation, all key dates, milestones and time allowed for various phases of works, services diversion and temporary traffic control / diversion. It shall also demonstrate how the phases of Works, services diversion and temporary traffic control / diversion are properly co-ordinated

The Tenderer shall be deemed to have allowed in his tender price for the completion of the Works based on the availability of the Site, location and accessibility to the Site, in different dates as spelt out in the Particular Specification.

(For manual submission)

**(FOR CONSULTANCY WORKS)**

The Tenderer's programme shall:

1. Include all the tasks to be performed under the Services to demonstrate the Tenderer’s understanding of the extent of the Services.
2. Describe each task clearly and precisely to demonstrate the Tenderer’s understanding of the nature of the Services.
3. Show a logical approach to the performance of the Services to demonstrate the Tenderer’s experience.
4. Identify all submissions to be made to the local authorities, reflecting the stages of submissions from the first submission through to approval stage and identifying the work that could be performed after approvals have been granted.
5. Indicate the activities and the interfacing parties that are dependent upon the A/E’s completion of specific design/drawings/documents as well as those activities of the A/E that are dependent upon the inputs of the interfacing parties.
6. Include all options under the Services and show how the A/E can meet the specified key dates notwithstanding the exercise of these options.
7. Distinguish all works that are not part of the Services to be performed by the A/E with the words “(by others)” in the task description.

The tender shall also submit a resource histogram and manpower distribution table, in both hard and soft copy, that tie in with the programme submitted according to the table attached in this document (Appendix K). The resources of various discipline allocated to each of the activities within the programme shall be shown.

The Tenderer's programme shall be prepared and submitted with both hard and soft copy, in either Primavera Project Planner for Window Version 3.1 (P3), or Primavera P6 Professional Project Management Release 7.0 or later from Oracle’s Primavera or Microsoft Project 2010 from Microsoft Corporation.

**(FOR CONSTRUCTION WORKS)**

The Tenderer’s programme for the completion of the Works shall incorporate all the critical 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.

The Tenderer’s programme shall integrate services diversion and temporary traffic control/diversion in details appropriate to the complexity of the Works and in accordance with the Contract Specification. The Tenderer’s programme shall be in the form of a critical path network using Primavera Project Planner (P3) for Windows Version 3.1 (P3), or Primavera P6 Professional Project Management Release 7.0 or later from Oracle’s Primavera. For projects with lesser interfaces and less complexity in implementation, the Tenderer could use Microsoft Project 2010 from Microsoft Corporation, subject to the approval of the Authority. The programme shall include the sequence and interfacing of operation, all key dates, milestones and time allowed for various phases of works, services diversion and temporary traffic control / diversion. It shall also demonstrate how the phases of Works, services diversion and temporary traffic control / diversion are properly co-ordinated

The Tenderer shall be deemed to have allowed in his tender price for the completion of the Works based on the availability of the Site, location and accessibility to the Site, in different dates as spelt out in the Particular Specification.

* 1. Failure to Submit Programme

If the Tenderer fails to submit a programme for the performance of the works / services or submits a programme which is, in the opinion of the Authority, not in accordance with the requirements as set out in the tender documents above, the Authority reserves the right to reject his tender.

* 1. Technical Proposal

(FOR CONSULTANCY TENDER)

The Tenderer shall submit his technical proposal for both the base tender as well as the various options as outlined in the general format as follow :

Composition of the team who will undertake the Services.

Approach and Scope of Appreciation.

1. The Tenderer should set out in this section his understanding of the nature and content of each of the tasks to be performed, including (where considered appropriate) suggestions for modification or amplifications to the tasks specified in the Services.
2. The Tenderer should explain his approach to the performance of the Services in this section, making reference to his programme. The Tenderer should demonstrate his experience by highlighting specific areas requiring attention and the actions that he intends to take to bring about satisfactory completion of the Services.

Organisation Resourcing including details of personnel to be deployed are to be submitted with curriculum vitae of the senior personnel. Track records of relevant consultancy works and other relevant information.

Other information necessary for the success of the Project.

The Authority will assess bids to ensure the delivery of quality work by the Architect / Engineer. Tenderers are required to give a breakdown of their resources to be assigned to the Contract. This is to assist the Authority in appraising each bid to ensure that the Authority would get value-for-money.

**(FOR CONSTRUCTION TENDER)**

1. Site Organisation

The Tenderer shall provide the Authority with an organisation chart including all the project team members managing the work.

The Tenderer shall submit the curriculum vitae (CV) and particulars of the project team including name, designation, appointment, qualification, relevant experience, responsibility, etc. The Tenderer shall state whether the project team members will be deployed / engaged full-time or part-time for the work on site.

1. Resources

A schedule of resources deployed on the site used exclusively for the execution and timely completion of the work. The information shall include the following :

1. Manpower - type of trade, number and duration, etc
2. Equipment and Plants - Type, number and duration; noise-reduced models wherever necessary and
3. Others (to specify).

The Tenderer shall highlight any special plant or equipment, trained or experience operator to be needed for the work. The Tenderer shall study the environmental impact of the construction work, operation of the machine and shall use only types that can ensure safety and minimise environmental pollution during work.

1. Methods of Construction and Technique

The write-up shall include necessary sequence and detail drawings to describe and illustrate the manner in which the construction will be carried out and how the work will be completed with minimum noise disturbance to the surroundings. The information in the method statement shall include but not limited to:

1. Person in charge / responsible;
2. Specialists or consultants engage for special type of work;
3. Specialist sub-contractor and organisation;
4. Special trained worker or operator;
5. Special equipment and plants for the type of work;
6. Activity sequence and Duration;
7. Risk assessment and hazard analysis;
8. Safety precaution;
9. Environmental impact;
10. Effect on services and traffic;
11. Access control; and
12. Other potential problem and its solution.
13. Safety

A safety proposal to ensure site operations and methods of construction are safe and comply with the Contract specifications and legal requirements.

1. Noise Management

A preliminary noise management plan outlining the various noise control and mitigation measures and affected construction methods for use in the Works. The statements shall clearly identify the Tenderer’s proposed noise control and mitigation measures, proposed construction methods and sequence of working including programming details for all work operations that are likely to cause excessive noise and not complying with regulations and standards as stated in <<Clause 26.1 of Appendix A of the General Specification>> OR <<Appendix B of the Particular Specification>>.

In particular, the Tenderers shall address any noise control concerns at the following locations:

a)…

b)…

1. Public Relation

A public relation programme complete with a brief write-up on Tenderer’s approach in handling public & residents’ feedback and complaints effectively.

Tenderers’s Responsibility to provide **all information** 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 work on time.

Tenderers who had submitted a copy of their ISO policy/manual, SHEMS policy, quality management plan and other procedures documents in previous tenders may refer to them in this tender or future tenders as applicable. Tenderers are to indicate the previous contract reference for LTA staff to locate the previous submission. Tenderers who had not previously submitted such documents, could submit them with this tender and indicate that they would wish to make reference to these for future tenders to the Authority.

**OR**

(**FOR CONSTRUCTION TENDER)**

The Tenderers shall provide write-ups, drawings and associated information as listed in **Appendix XXX** 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.

Tenderers who had submitted a copy of their ISO policy/manual, SHEMS policy, quality management plan and other procedures documents in previous tenders may refer to them in this tender or future tenders as applicable. Tenderers are to indicate the previous contract reference for LTA staff to locate the previous submission. Tenderers who had not previously submitted such documents, could submit them with this tender and indicate that they would wish to make reference to these for future tenders to the Authority.

* 1. Goods and Services Tax (GST)

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

* 1. Withholding Tax

According to Section 45A of the Singapore Income Tax Act (ITA), payments to a Contractor / Consultant 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 / Consultant’s payments will be paid by the Authority to IRAS and the Contractor / Consultant 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.

[Only applicable to Construction contracts]

Upon contract award, IRAS will write to the awarded Contractor to request for the projected profit and loss statement (P&L). IRAS will request for a banker’s guarantee (BG) for the tax on projected net profit of the contract for the entire period and confirm the amount for the BG required.

For more information on withholding tax, please refer to the IRAS website (www.iras.gov.sg > Other Taxes > Withholding Tax > Learning the Basics > Overview of Withholding Tax).

* 1. 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 TR393 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 TR393 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.

* 1. 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 submission of the tender), the list of Directors and to declare if the Directors are Independent Directors1.

* 1. Financial Statements

Tenderers shall submit audited consolidated financial statements (with signed auditors’ report and notes to the financial statements) for the latest three financial years. If the audited consolidated financial statements for the latest financial year 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.

In addition, 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.

1. Schedule of Contracts Currently Executed/Previously Executed/ Currently Participated by Tenderer

Tenderers are required to complete the Schedule of Contracts currently executed by them, attached as per **Appendix D1**, giving details of the contracts including the values, the percentage of works completed and the dates of completion of work.

A similar submission shall be made for previous contracts completed for the last 5 years as per **Appendix D2**, and for tenders currently under evaluation and participated by the Tenderer, attached as per **Appendix D3**.

1. Corruption and Fraud

Tenderers shall declare if their firm/companies forming the joint venture or any of their management/key appointment holders/principal officers have been convicted of corruption or fraud over the last 5 years in Singapore or are being investigated for corruption or fraud in Singapore as per the attached **Appendix E**.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A director will not be independent if (i) he is employed or has been employed by the company or any of its related corporations in the current or any of the past three financial years; or (ii) he has an immediate family member who is employed or has been employed by the company or any of its related corporations in the current and any of the past three financial years.

1. 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.

# TENDER EVALUATION / CLARIFICATION

1. Evaluation Criteria

Tenderers shall note that in addition to the Tender Price, the Authority will take into account all other relevant criteria in the tender evaluation.

**OR**

Evaluation of the Tender will be carried out using the Analytic Hierarchy Process (AHP) and the Tender will be awarded based on ‘value for money’. Value will be assessed based on the quality attributes of the Tenderers

*(Note : PCNO to add/delete & review the importance of each criteria and adjust accordingly)*

The relative importance of these criteria/ quality attributes\*\* *(to delete as appropriate)* is in the following order as they appear below:

1. Resources and Management;
2. Technical Proposals;
3. Financial Capacity & Health - the Authority will take into account the financial capacity and health of the Tenderers. A Tenderer may be required to submit a Performance Guarantee and/or a Performance Bond of a value higher than the specified amount, increase the share capital, etc. The Performance Guarantee shall be provided by the Tenderer’s holding company or such other entity as required by the Authority. Tenderer 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;
4. Option Prices (if any);
5. Experience of the Tenderer's proposed staff and experience of the firm / company in executing similar works in the past;
6. Completeness of submission and Information supplied; and

Schedule of Projected Interim Payment Requests; and *(Applicable for tenders with equal or more than 2 years contract period and EPV exceeding S$10million)*

1. Errors by Tenderers

(Not used for GeBIZ submission)

All Tenderers should ensure that the Summary of Tender / Price Schedules / Cost Proposal/ Bills of Quantities 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 indicated in the Form of Tender shall hold and the rates and prices in the Summary of Tender / Priced Schedules / Cost Proposal / Bills of Quantities shall be adjusted subject to agreement between the Authority and the successful Tenderer.

1. 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.

1. Shortlisting 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.

The Authority shall have the right to shortlist Tenderers in accordance with the criteria set forth in this Invitation to Tender, and give those so shortlisted the opportunity to submit new or amended Tender Offers on the basis of the Authority’s revised requirements, in accordance with a common deadline.

If in the course of tender evaluation, the Authority deems it fit to:

1. Issuing a new Invitation to Tender; or
2. Make refinements or modifications to the Authority’s requirements, the Authority may request only the shortlisted Tenderers to:
3. put in a final bid based on the updated requirements of the Authority; or
4. Amend only such parts of the Tenderer’s Tender Offer as the Authority may specify, in which case the Tender Offers previously submitted shall remain valid.

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.

The final new Tender Offer or the amended Tender Offer received based on the updated requirements shall form the basis of the final tender evaluation. Unless otherwise stated in writing by the Authority to the shortlisted tenderers:

* 1. The Tender Offers received in the final round shall be complete and comprehensive, and shall over-ride all Tender Offers previously submitted.
  2. The final Tender Offer shall not make references to previous Tender Offers.
  3. All Tender Offers received in the previous rounds shall be treated as lapsed.

Such final Tender Offers shall be submitted as instructed by the Authority.

(For manual submission)

Such final offers shall be submitted in sealed envelopes and deposited in the tender box as instructed.

*Alternative version (Applicable for tenders that have been approved by MOF to be negotiated)*

**7.4** **Shortlisting Tenderers and Negotiations**

7.4.1 The Authority shall have the right to do any of the following:

* 1. Shortlisting for submission of new or amended Tender Offers

shortlist Tenderers in accordance with the criteria set forth in this Invitation to Tender, and give those so shortlisted the opportunity to submit new or amended Tender Offers on the basis of the Authority’s requirements (which may or may not be revised), in accordance with a common deadline; or

* 1. Shortlisting for negotiations

1. shortlist Tenderers for participation in negotiations in accordance with the criteria[[2]](#footnote-2) set forth in this Invitation to Tender (such shortlisted Tenderers, the “Shortlisted Tenderers”);
2. engage in negotiations with the Shortlisted Tenderers; and
3. at the conclusion of such negotiations, give the Final Shortlisted Tenderers the opportunity to submit new or amended Tender Offers on the basis of the Authority's requirements (which may or may not be revised), in accordance with a common deadline; or
   1. Shortlisting (multiple rounds)
4. shortlist Tenderers in accordance with the criteria set forth in this Invitation to Tender (the “Initial Shortlisted Tenderers”), and give the Initial Shortlisted Tenderers the opportunity to submit new or amended Tender Offers on the basis of the Authority’s requirements (which may or may not be revised), in accordance with a common deadline; and
5. further shortlist the Tenderers for participation in negotiations in accordance with the criteria[[3]](#footnote-3) set forth in this Invitation to Tender (such shortlisted Tenderers, the “Final Shortlisted Tenderers”); and
6. engage in negotiations with the Final Shortlisted Tenderers; and
7. at the conclusion of such negotiations, give the remaining participating Final Shortlisted Tenderers the opportunity to submit new or amended Tender Offers on the basis of the Authority’s requirements (which may or may not be revised further) in accordance with a common deadline.

7.4.2 The Authority may revise its requirements pursuant to Clause 7.4.1 by either:

* + 1. issuing a new Invitation to Tender; or
    2. revising specific provisions in the Invitation to Tender.

7.4.3 Where the Tenderer is required to submit new or amended Tender Offers pursuant to Clause 7.4.1:

* + 1. the Authority may elect to require the Tenderer to either:

1. (submit a new Tender Offer, in which case the new Tender Offer shall be complete and comprehensive, and shall over-ride all Tender Offers previously submitted by the Tenderer. The new Tender Offer shall not make references to previous Tender Offers; or
2. amend[[4]](#footnote-4) only such parts of the Tenderer’s Tender Offer as the Authority may specify, in which case the Tender Offers previously submitted shall remain valid except for the parts varied in accordance with this Clause 7.4.3(b); and
   * 1. all new or amended Tender Offers shall be submitted as instructed by the Authority.

7.4.4 The final new or amended Tender Offer submitted in accordance with Clause 7.4.3 shall form the basis of the final tender evaluation.

1. 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 including the Particular Conditions of Contract (if any). The Letter of Acceptance will be handed to or sent via electronic mail (email) to the successful Tenderer's authorised signatory’s email address as given in his tender and such handing or email messaging 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 by hand or via email to their authorised signatory’s email address as indicated in the Form of Tender. |

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

1. 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.

1. Schedule of Rates
   * 1. Where the Tenderer is required to submit a Schedule of Rates:
2. the Tenderer shall ensure that:
3. each line item in the Schedule of Rates is completed;
4. the rates quoted by the Tenderer in the Schedule of Rates (the “Quoted SOR Rates”) are realistic having regard to fair market rates; and
5. the rate for each item in the Schedule of Rates shall be divisible from the rest of the Tenderer’s Tender Offer and the Authority shall be entitled to accept the Tenderer’s Tender Offer without accepting one or more of the rates specified in the Schedule of Rates. The Tenderer shall not state anything to the contrary to this Clause 7.7.1 b) in its Tender Offer.
   * 1. If the Authority is of the view that any rate quoted by the Tenderer in its Schedule of Rates is not in line with the fair market rate (each, an “Unrealistic Rate”), the Authority may do one or more of the following:
6. require the Tenderer to substantiate each Unrealistic Rate;
7. engage in negotiations with the Tenderer in relation to the Unrealistic Rates by giving the Tenderer the opportunity to submit amended Quoted SOR Rates (but without amending the [lump sum tender price] stated in the Form of Tender) by a deadline;
8. accept the Tenderer’s Tender Offer without accepting one or more of the Quoted SOR Rates or amended Quoted SOR Rates, in which case the Quoted SOR Rates and amended Quoted SOR Rates which are not accepted by the Authority shall not form part of the Contract, but the [lump sum tender price] stated in the Form of Tender shall continue to apply.
9. Performance Bond / Mobilisation Advance Bond / Retention Bond\*

The successful Tenderer shall submit the name(s) of a bank or insurance company proposed for the issuance of the Performance Bond, Mobilisation Advance Bond, Retention Bond\* 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.

Where the financial institution engaged by the successful Tenderer is approved by the Authority to provide performance bond(s) electronically through the Networked Trade Platform (“NTP”), the Performance Bond shall be submitted by the financial institution and accepted by the Authority through the NTP. The terms of the bond are prescribed in the Conditions of Contract. For the avoidance of doubt, no hardcopy of the bond will be issued.

*\* Delete as appropriate*

1. 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 specimen as attached per \***Appendix I / Appendix XX** of the Condition of Contract at no additional cost to the Authority.

*\* Delete as appropriate*

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

# GENERAL RULES & RELEVANT LAWS

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 1935 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**.

1. 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.

1. 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.

1. 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.

1. Tax

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

1. 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.

1. Insurance

The Tenderer’s attention is drawn to the insurance provision in Clauses XX of the Standard Conditions of Contract / Particular Specification / Terms of Reference.

1. Samples

**GENERALLY APPLICABLE FOR GOODS TENDER**

The Tenderer shall submit samples for testing and evaluation purposes upon the Authority’s request at no additional cost. All samples submitted must be clearly indicated with the description and company’s name. The samples shall be taken back by the Tenderer when requested to by the Authority.

OR

1. Where the Specification specifies that samples; e.g. of Goods and/or packages, shall be submitted as evidence of the type and quality of items offered in the tender, such samples shall be delivered together with the tender submission and should be marked clearly with the tender number, item number and the name of the Tenderer. Where samples are required, failure to submit the required samples during tender submission may result in disqualification of the tender.
2. The Tenderer shall indicate, when submitting the samples, whether he wishes the samples to be returned. If no indication is given, the Authority shall not be obliged to return any samples to the Tenderer. Samples of the successful Tenderer will not be returned.
3. Notwithstanding the above, risk of loss or damage to the samples shall at all times remain with the Tenderer and where the samples are to be subjected to destructive testing, such samples will not be returned to the Tenderer.
4. All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to the Authority shall be borne by the Tenderer.
5. 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.

1. 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:

1. Each member of the Consortium shall be a business organization duly organized, existing and registered under the laws of its country of domicile.
2. No Consortium shall include a member who has been debarred from public sector tenders.
3. After the submission of the tender, any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.
4. The following documents must be submitted with this tender:
5. A certified copy of the consortium or partnership agreement, signed by all members of the Consortium,
6. 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),

1. Information must be submitted with respect to:
2. the legal relationship among the members of the Consortium;
3. the role and responsibility of each member of the Consortium; and
4. the address of the Consortium to which the Authority may send any notice, request, clarification or correspondence.
5. If the Authority awards the Contract to a Consortium:
6. The Letter of Acceptance may be through GeBIZ or handed to or sent via electronic mail (email) to Lead Member of the Consortium given in the tender.
7. The issue by the Authority of a Letter of Acceptance shall create a binding Contract on all the members of the Consortium.
8. Each member of the Consortium shall be jointly and severally responsible to the Authority for the due performance of the Contract.
9. 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.
10. 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.
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.

1. Whistle Blowing

As part of the 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.

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1. *To add/delete where necessary to suit each contract’s definition of key personnel. To delete footnote upon finalization of the ITT for tender calling.* [↑](#footnote-ref-1)
2. The procuring entity should specify the criteria for shortlisting Tenderers for participation in negotiations in the section on evaluation criteria. If the procuring entity has a cut off for such shortlisting, it should include this in the evaluation criteria (e.g. top [X] Tenderers based on scoring of [Y] criteria will be shortlisted, or Tenderer(s) with a minimum of [Z] score will be shortlisted). [↑](#footnote-ref-2)
3. The procuring entity should specify the criteria for shortlisting Tenderers for participation in negotiations in the section on evaluation criteria. If the procuring entity has a cut off for such shortlisting, it should include this in the evaluation criteria (e.g. top [X] Tenderers based on scoring of [Y] criteria will be shortlisted, or Tenderers with a minimum of [Z] score will be shortlisted). [↑](#footnote-ref-3)
4. Agencies will need to ensure that if they specify this option, it will be clear to all parties involved what the amended Tender Offer comprises. Please note that in some cases, amending one portion of a Tender Offer may give rise to ambiguity in other portions of the Tender Offer. [↑](#footnote-ref-4)