

Reference: DSTA/PC13/SUST

Date: 11 Apr 2022

INVITATION TO QUOTE		
1	Quotation Number	7122100089
2	Quotation Documents	<p>(a) The Quotation Response Form.</p> <p>(b) The Price Format in Annex A to the Form This includes the various terms that you should confirm, in particular (Para 9) for the application of the export license.</p> <p>(c) List of interchangeable Part Numbers in Annex B to the Form.</p> <p>(d) Conditions of Quotation as set out in Annex C to the Form.</p> <p>(e) Quotation Conditions of Contract as set out in Annex D to the Form.</p> <p>(f) Evaluation Criteria as set out in Annex E to the form.</p>
3	Key Instructions	<p>Each supplier must read the enclosed documents carefully. The Quotation Response form lists the Authority's requirements. All responses must be stated in the spaces provided. Where a choice has been given, a response must be stated by deleting the inapplicable choices. Price and unless preprinted, the Delivery Leadtime/Delivery Date, must be stated in the Price Format. The duly completed Forms will constitute the supplier's Quotation to the Authority.</p>

4	Special Instructions	<p>If the Authority has, in this Invitation to Quote, stated the Part Numbers of the Articles required and the supplier wishes to offer an item which does not correspond with any of the stated Part Numbers in Annex B, the supplier shall satisfy the Authority (by providing a certificate from the manufacturer of the item offered or any supporting documents requested by the Authority) that the form, fit and function of the items offered are equivalent to the Articles required and that they are interchangeable. Where the supplier fails to satisfy the Authority in the manner above, the Quotation is liable to be rejected.</p>
5	Confidentiality	<p>Except with the consent in writing of the Authority, the supplier shall not disclose this Invitation to Quote, or the contents of the Invitation to Quote, including but not limited to the provisions thereof and any information furnished by or on behalf of the Authority, to any person except to a person, sub-contractor, supplier or agent employed by or engaged by the Company, and only on a need to know basis. The supplier shall only make use of any information obtained directly or indirectly from the Authority which are for the purposes of the Invitation to Quote, and shall not publish or release, nor allow the publication or release of any information or material pertaining to the Invitation to Quote in any media without the prior written consent of the Authority.</p> <p>The supplier acknowledges that any breach of confidentiality may result in injury and damage to the Authority which cannot be adequately compensated in monetary damages alone. The supplier therefore agrees that the Authority may, in addition to any other legal remedies which may be available, seek such injunctive or other injunctive or other equitable relief as may be necessary to protect itself, against any breach or threatened breach, including but not limited to obtaining an injunction to prevent any</p>

		<p>unauthorized disclosure, publication or use of the Information. Where such legal proceedings are brought, the supplier shall indemnify the Authority in respect of the latter's costs and disbursements on a solicitor-and-client basis.</p> <p>The supplier shall indemnify, and shall keep indemnified, the Authority against any and all losses, damages, claims, costs and expenses (including full legal costs on a full indemnity basis and experts' and consultants' fees) that may be suffered or incurred by the Authority arising out of, or in connection with any breach of the terms and conditions (stated in this Paragraph 5) by the supplier</p>
6	Clarifications	<p>Should the supplier wish to seek clarifications regarding this Invitation to Quote at any point in the procurement process, please contact the Authority's representative, whose details are given in the Quotation Response Form. For clarifications via email, the email should be limited to unclassified contents.</p>

NOTE: This is an electronic ITQ. Please submit bids and supporting documents electronically by the closing time and date stipulated in this Invitation to Quote.

Suppliers should note that documents submitted in softcopy are limited to only the following file formats:

- 1. PDF version 1.4 or lower**
- 2. ZIP (containing only PDF file format) – No version restrictions**

RESPONSE TO INVITATION TO QUOTE

(Instruction to Supplier: Please complete boxes with double line borders.)

A. GENERAL INFORMATION		
Invitation To Quote Ref. No.:	Invitation Opened On:	Closing Time & Date for Invitation:
7122100089	11 Apr 2022	01:00PM (Singapore Time) of: 25 Apr 2022
General Description of Requirements: Aircraft Safety Personal Equipment		
B. AUTHORITY'S PARTICULARS		
Address of Authority: Defence Science and Technology Agency Procurement 1 Depot Road Singapore 109679	Contact Person : LEE MUN WHYE, DSTA(Contractual matters) Telephone: 68194960/Email: LMunWhye@dsta.gov.sg ME2 Astley Ng Choon We (Technical matters) Telephone: 64618956 /92960207 Email: Astley_Ng_Choon_Wei@defence.gov.sg	
C. SUPPLIER'S PARTICULARS		
Name of Supplier :		
Business/Company Registration No.:		
The Supplier and its directors are/are not currently debarred from participating in Invitations To Quote issued by the Government of Singapore (delete whichever is inapplicable).		
I have verified the requisite criteria under applicable tax laws and regulator(s)' directions and guidelines at IRAS website, http://www.iras.gov.sg and I further declare that:		
Please tick accordingly	Status	
	We are <u>not</u> Non-Resident Contractor	
	We are Non-Resident Contractor	
	Please tick accordingly	Categories of Non-Resident Contractors
		a company incorporated outside Singapore
		a company incorporated in Singapore where the control and management of the company is exercised outside Singapore.

D. DETAILS OF INVITATION TO QUOTE
Description of Articles/Services : see Annex A
Supplier's quotation shall be valid for 120 days after the closing date for response to this Invitation To Quote. In the event the validity is shorter than our requirement, the supplier shall inform the Authority at their own discretion if they wish to extend the validity period prior to its expiry but no more than the Authority's requirement of 120 days to ensure that the offer is valid.
My quotation is stated in Annex A.
Payment shall be made within thirty (30) days after delivery and receipt of the following documents: (i) Invoice (ii) Bill of Lading/ Air Waybill/ Packing List/ Delivery Note duly endorsed by the Authority
I would like payment to be made by Telegraphic Transfer (TT) / Interbank Giro (IBG) (delete whichever is inapplicable). [Notes: 1. For payment by TT, the following information shall be provided in each invoice. All bank charges for the telegraphic transfer outside Singapore shall be borne by the Supplier. Name of Payee (if different from Name of Supplier): Name of my Bank : Address of my Bank : My Bank Account No.: Name & Address of my corresponding bank (if applicable): 2. If Supplier has not been paid by IBG before, please contact us for a copy of the Application Form for IBG.]
I require/do not require an End User Certificate from the Authority for the purpose of applying for export license (delete whichever is inapplicable).
Goods and Services Tax (GST) Registered ? Yes / No (delete whichever is inapplicable) Applicability of GST on Goods/Services Offered: Standard Rated/Zero-Rated/Not Applicable (delete whichever is inapplicable)
<u>Guarantee Period for:</u> Articles: 12 months (if applicable) Services: NA months (if applicable) <u>Turn Around Time for:</u> Articles: 30 days (if applicable) Services: NA (if applicable)
E. SUPPLIER'S REMARKS:
I have provided the following documentation for the Authority's evaluation:
F. SIGNATURE OF SUPPLIER
Name of Signatory: _____ Tel: _____ Appointment of Signatory: _____ Fax: _____ Signature: _____ Date: _____ <i>[No handwritten signature or company stamp is required for documents submitted through GeBIZ. The Government/Statutory Board shall be entitled to rely on the use or entry of the prescribed Authentication Device (as defined in the Terms and Conditions For Use Of The Government Electronic Business) by the Tenderer or its representative(s) as the authorised signature of the Tenderer, as conclusive evidence of the authenticity of the submitted document and the authority of the originator of the submitted document.]</i>

ANNEX A

NOTE: This is an electronic ITQ. Please submit bids electronically via GeBIZ. Manual and faxed bids will not be accepted.

PRICE FORMAT

Note to Supplier: Supplier shall quote for the supply of the Articles bearing the part number(s) (assigned by the corresponding vendors) and its associated NSN cited in Annex B of the Invitation to Quote. In addition to submitting an offer for the quantity stipulated in the Invitation to Quote, the Supplier is also encouraged to submit price breaks (for higher quantity) for the Authority's consideration. **Please complete this form and submit it via GeBIZ as attachment.**

S/N	NSN/ Description of Articles	Unit of Measure	Quantity	Min Shelf Life (calendar days)	Supplier shall provide Certificate of Conformance (COC) from any OEM listed in Annex B	Part Number Offered by Supplier	Currency of Price (eg. US\$)	Unit Price	Total Price	Delivery Date	Supplier may specify delivery term in column (a). If column (a) is left blank, the Authority shall assume direct delivery of Articles to location specified in column (b). Column (a) is not applicable for Services.	
					(Yes/No). If Yes, please Indicate name Of OEM below.						(a) Incoterms 2010 for deliveries (eg. FOB port of ____)	(b) Location for delivery of Articles/ Performance of Services
1	61350145635363 BATTERY,NONRECH ARGEABLE:CY,3V,2 TERM.	Each	6000	2920	YES ITEM BEARS CRIT CODE "MAJOR". PLS REFER TO NOTE 2.2 BELOW					4 Oct 2022		BLDG 42 LEVEL 1, , SG-539926, Singapore

Note: * These are internal reference number, to derive NSN, please replace the 5th position digit with “-“ (e.g. 12340555555555 => NSN 1234-555555555).

Supplier shall submit its bids in conformance with the Authority's requirement as follows:

1. Part Number

- 1.1. Supplier shall quote for the supply of the Articles bearing the part number(s) (assigned by the corresponding vendors) and the corresponding NSN cited in Annex B of the Invitation to Quote.
- 1.2. If the Supplier wishes to offer an item which does not correspond with any of the stated Part Numbers in Annex B of this Invitation To Quote, the Supplier shall satisfy the Authority (by providing a certificate from the manufacturer of the item offered or any supporting document requested by the Authority) that the form, fit and function of the items offered are equivalent to the Articles required and that they are interchangeable. Where the Supplier fails to satisfy the Authority in the manner above, the quotation is liable to be rejected.

2. Criticality Code

2.1 For Articles where the Criticality code is Critical,

- a) Item shall be manufactured by OEM or OEM approved manufacturer as listed in Annex B with accompanying Certificate of Conformance (COC) from the OEM or OEM approved manufacturer.
And
- b) Suppliers shall indicate clearly in his quotation response if they are the OEM/OEM approved manufacturer/Authorized dealer (by OEM)/ Authorized dealer (by OEM approved manufacturer)/ Others.
And
- c) Suppliers shall also, in his quotation response, provide a certification letter from the OEM/OEM Approved Manufacturer certifying that they are the Authorized dealer.
And
- d) The recommended supplier for award must be either OEM or OEM approved manufacturer or Authorized dealer (by OEM) or Authorized dealer (by OEM approved manufacturer).

2.2 For Articles where the Criticality Code is Major,

- a) Suppliers shall provide Certificate of Conformance (COC), Release Certificate (RC), Release Note (RN) or equivalent from the OEM or OEM approved manufacturer as listed in Annex B;
OR
- b) Suppliers shall provide COC, RC, RN or equivalent from Suppliers not listed in Annex B at delivery, subject to evaluation and acceptance by the Authority and provide any other supporting documents required by the Authority (such as a certification letter from the OEM/Approved Sources certifying that the said Supplier is their certified supplier of the item. Approved Sources refers to Manufacturer other than OEM.
And
- c) Suppliers shall indicate clearly in his response if they are providing OEM COC/RC/RN or COC/RC/RN from Suppliers not listed in Annex B, which requires evaluation and acceptance by the Authority.

2.3 For Articles where the Criticality Code is Minor or Not Applicable. Supplier's own COC or Release Note shall be provided instead.

3. Required Documents

- 3.1 Certificate of Conformance or Release Certificate or Release Note shall accompany Articles at delivery. It should at least have the following information:
 - (a) Purchase Order Number
 - (b) NSN
 - (c) Part Number
 - (d) Serial Number or Lot/Batch Number (if issued by OEM or vendor)
 - (e) Description of Material / Identification of the Item
 - (f) Declaration of conformance to applicable manufacturing, repair or testing specifications
 - (g) Company Stamp and/or Company Letter Head
 - (h) Signatory
- 3.2 Articles with shelf life shall have at least 80% of its shelf life remaining at the time of delivery (upon receipt by the Authority) and they must be individually packed. Shelf life, cure date and other related information (e.g. Date of Manufacture, Date of Expiry) shall be indicated in the Packing List/Delivery Note which accompany the articles.

- 3.3 For delivery of Hazmat product, the delivery must be accompanied with the Safety Data Sheet (SDS) or Material Safety Data Sheet (MSDS). Suppliers which have adopted Globally Harmonised System (GHS) are to deliver the product with the necessary GHS labels and SDS.
- 3.4 Ammunition Data Card (if applicable).
- 3.5 Where the Articles to be supplied (including subsystems, components, repair parts, spares, tools, supplies and accessories) INCLUDE materials defined as Dangerous Goods of Class 1 to 9 according to the United Nations' Recommendations on the Transport of Dangerous Goods Model Regulations ST/SG/AC.10/1/Rev.15. Supplier shall submit the Dangerous Goods Declaration Form and an attached document for the safety appraisal by the Authority. The required information shall include Item/Part Number/NSN (if available); item description; Dangerous Group Class # & Division.
4. Articles shall be in "New" condition i.e newly manufactured.
5. All rubberise item must pack individually and with label on the item. For equipment/components that come with rubber hose(s), vent pipe(s), exposed pipeline(s) and electrical connector(s), Supplier is to provide the suitable blanking cap(s).
6. This quotation complies with all of the Authority's requirements unless Supplier has qualified otherwise.
7. The Supplier shall ensure that the Articles are packaged in accordance with the best commercial practice and in such a manner that they are suitable for storage in the tropics and are protected from damage or deterioration during the transit from the Supplier's premises until their arrival at the final destination. Prices quoted shall be inclusive of handling and packing charges; no other charges other than the unit price/total price shall be quoted. The Supplier shall be responsible for any loss or damage or expenses incurred by the Authority due to packaging which is not in compliance with the requirements of this Clause. In addition, the Supplier shall, where the Authority so requires, replace any Article which is found on delivery to have been damaged due to inadequate packaging.
8. Prices quoted are exclusive of Goods and Services Tax (GST).
9. All governmental regulations shall be complied and the necessary export licences or authorizations and permits shall be obtained and maintained for the timely performance of the Contract. In particular, the necessary export licences shall be obtained before delivery of the Authority takes place.

10. Supplier's quotation shall be valid for **120 days** after the closing date for response to this Invitation To Quote. In the event the validity is shorter than our requirement, the supplier shall inform the Authority at their own discretion if they wish to extend the validity period prior to its expiry but no more than the Authority's requirement of **120 days** to ensure that the offer is valid.

ANNEX B**LIST OF INTERCHANGEABLE PART NUMBERS**

ITQ LI No.	NSN Description	Part No. Vendor Name	Vendor Code
1	61350145635363 BATTERY,NONRECHARGEABLE:CY,3V,2 TERM.	CR2 PANASONIC MARKETING EUROPE	FAAN7

Note: * These are internal reference number, to derive NSN, please replace the 5th position digit with “-“ (e.g. 12340555555555 => NSN 1234-5555555555).

ANNEX C

CONDITIONS OF QUOTATION (COQ)

Content

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Appendices

Appendix 1 – Dangerous Goods Declaration Form

CONDITIONS OF QUOTATION (COQ)

1 DEFINITIONS

Throughout this Invitation to Quote and any resultant Contract, unless the context otherwise requires, the following definitions shall apply:

(a) "Contract" includes the Government's ITQ Message, the Contractor's Quote Message or offer (submitted through GeBIZ), these Conditions of Contract, the specifications and samples, Letter of Acceptance, Order Message or any Orders issued by the Authority to the Contractor for the supply of the Goods and/or performance of Services.

(b) "Contractor" means the successful Trading Partner/Supplier.

(c) "Trading Partner/Supplier" means a person or his permitted assigns tendering to provide the Articles and/or Services, and shall be deemed to include two or more persons if appropriate.

Save as set out above, all other terms referred to in this Invitation to Quote shall have the same meanings as those given in the Quotation Conditions of Contract.

2 INTRODUCTION

If your Quotation is found to be acceptable by the Authority, the Authority will issue a Contract for the Quotation or that part of it which has been offered by you and is found to be acceptable to the Authority. The issuance of the Contract will create a binding contract between you and the Authority. Unless you otherwise specify in your quotation, the Authority reserves the right, to accept such discrete portion(s) at such different time(s) of commencement as the Authority may decide in its sole discretion.

3 GOODS AND SERVICES TAX (GST)

3.1 The Trading Partner/Supplier shall not include in the rates and prices proposed in his quotation, the Singapore Goods and Services Tax (GST) chargeable for the supply of articles and services. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said articles and services.

3.2 If the Trading Partner/Supplier is a taxable person under the GST Act, the Authority will pay the contractor, in addition to the rates and prices proposed, the GST chargeable on the supply of articles and services provided pursuant to any Contract from the Authority.

3.3 The Trading Partner/Supplier shall declare his GST status in his quotation. He shall clearly indicate whether he is a taxable person under the GST Act.

3.4 A Trading Partner/Supplier who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person after the award of the Quotation shall forthwith inform the Authority of his change in GST status. He shall be entitled to claim from the Authority any GST charged on the supply of the articles or services made by him pursuant to the Authority's Contract, after his change in GST status.

4 GUARANTEE PERIOD

4.1 For articles: Minimum of twelve (12) months from date of receipt, unless otherwise specified in the Specifications attached to each item in the Invitation To Quote.

4.2 For services: Minimum of twelve (12) months from acceptance of the service by the Authority unless otherwise specified in the Specifications attached to each item in the Invitation To Quote.

4.3 If the Trading Partner/Supplier is proposing a Guarantee Period different from the minimum stipulated above or in the Specifications, he should state so clearly in the Response to Invitation to Quote. All defects manifested or occurring within the guarantee period are to be rectified at the Trading Partner/Supplier's cost (including transportation costs). The Trading Partner/Supplier may, in lieu thereof, elect to replace the defective articles. This is in addition to warranties implied by law.

5 SUBMISSION DEADLINE

5.1 All quotations must be submitted by the stipulated closing date and time for each Invitation To Quote.

6 PAYMENT

6.1 Payment shall be made within thirty (30) days after delivery and receipt of the following:

- (a) Invoice in accordance with such means and in such format as may be specified by the Authority. For all electronic Contracts received via the GeBIZ system, the invoices are to be submitted electronically via the GeBIZ system. The supporting documents required for such payment as stated in the Contract shall be forwarded to:

Ministry of Defence
c/o Financial Services Centre
Accounts Payable Branch
5 Depot Road #15-01, DTTB
Singapore 109681

For any enquiries on payment, the Contractor shall write to the above address or email to Vendor_Payment_Enquiry@defence.gov.sg with the Contract number as reference.

If the Contract is not issued electronically by the Authority via the GeBIZ system, the invoice shall be forwarded to the above-mentioned address.

- (b) Receipt of Evidence of Delivery from the Authority's appointed Freight Forwarder and such document shall be forwarded to the above-mentioned address. It is therefore in the interest of the Trading Partner/Supplier to liaise diligently with the Authority's appointed Freight Forwarder (which is stated in the Contract issued to the Trading Partner/Supplier).

6.2 Where the Trading Partner/Supplier wishes to deliver a particular line item of articles in the Contract in separate consignments, and wishes to be paid for each consignment upon

delivery, the Trading Partner/Supplier shall first obtain the Authority's permission to do so. If the Authority agrees, the Authority will vary the Contract to reflect the new delivery schedules.

6.3 Payment shall be by telegraphic transfer or Interbank Giro (IBG). For payments by IBG, the Trading Partner/Supplier shall ensure that (a) the appointed bank is doing business in Singapore; and (b) the Trading Partner/Supplier is IBG-registered. If the Trading Partner/Supplier is not IBG-registered, the Trading Partner/Supplier shall complete an application form, which is obtainable from the Authority, for the said registration.

7 LAW

7.1 The contract to be entered into shall be deemed to be made in Singapore and subject to, governed by and interpreted in accordance with the domestic laws of the Republic of Singapore for every purpose.

7.2 The contract to be entered into will not create any rights under the Contracts (Rights of Third Parties) Act, which is enforceable by any person who is not a party to it.

8 DECLARATION ON DANGEROUS GOODS

8.1 Where the Articles to be supplied (including subsystems, components, repair parts, spares, tools, supplies and accessories) contain materials defined as Dangerous Goods of Class 1 to 9 according to United Nation's Recommendations on the Transport of Dangerous Goods Model Regulations ST/SG/AC.10/1/Rev.15, the Trading Partner/Supplier shall complete the Dangerous Goods Declaration Form ([Appendix I](#)) and submit it to the Authority.

8.2 The Trading Partner/Supplier is required to satisfy the Authority that the Articles which contain dangerous goods (as defined in Para 8.1) have been assessed by the Trading Partner/Supplier to have adequate safety design. The Trading Partner/Supplier shall submit to the Authority for appraisal all signed exhibits, specifications, functional descriptions, and documents demonstrating that the Articles comply with established standards of safety design.

9 COMMENCEMENT OF WORK

For the avoidance of doubt, any work commenced by the Trading Partner/Supplier prior to the Contract issuance by the authorised signatories shall not be binding on the Authority.

10 NOT IN USE

11 PRICE BASIS

11.1 The Trading Partner/Supplier shall submit his quotation in Singapore Dollars or in any foreign currencies. For tendered prices in foreign currencies, the rate used for conversion to Singapore Dollars for purpose of price evaluation shall be the Exchange Rates published by the Monetary Authority of Singapore (Reference: <https://www.mas.gov.sg/statistics/exchange-rates>) or Interbank Currency Rates (Source: OCBC) published in the Business Times (Singapore) [only for foreign currencies not found in the MAS Exchange Rates] the day before the quotation closing date, or the latest available edition before the quotation closing date

12 SUBMISSION USING GEBIZ

12.1 Where quotations are to be submitted using Gebiz, Trading Partner/Supplier shall submit their quotation in accordance with the Terms and Condition For Use Of The Government Electronic Business (GeBiz).

13 EVALUATION CRITERIA

13.1 The Trading Partners/Suppliers' quotations shall be evaluated based on the criteria as specified in Annex E.

13.2 The Supplier shall, upon the Authority's written request, provide all relevant information and documentation including but not limited to quotation(s) from the Original Equipment Manufacturer and/or its suppliers, to satisfy the Authority that the Supplier is or will be able to fulfil the requirements of the quotation and/or Contract ("purpose"). Where necessary, the Supplier may remove or redact any commercially sensitive information (that is not relevant to the purpose) from such documentation. Any failure to comply with the Authority's request may result in the rejection of the quotation.

14 ELIGIBILITY

14.1 Any company or business who is currently debarred from participating in Government quotations is not eligible to participate in this Quotation. If a quotation is submitted without explicitly mentioning that the Supplier is currently debarred, the Authority shall treat the submission of the quotation as an express continuing declaration by the Supplier that the Supplier is in fact eligible to participate in this Quotation 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 quotation, without the Authority being liable therefore in damages or compensation.

Appendix I**DANGEROUS GOODS DECLARATION FORM**

I, _____ (NRIC & Name) on behalf of _____ (Company Name), hereby declare in accordance with the requirements as specified in the Conditions of Quotation/Contract* Number _____ that the supplies of the Articles (including subsystems, components, repair parts, spares, tools, supplies and accessories) for the Authority do not include/include* materials which are defined as Dangerous Goods of Class 1 to 9 according to United Nations' Recommendations on the Transport of Dangerous Goods Model Regulations ST/SG/AC.10/1/Rev.15:

- | | |
|--------------|--|
| Class 1: | Explosives |
| Division 1.1 | Substances and Articles which have a mass explosion hazard |
| Division 1.2 | Substances and Articles which have a projection hazard but not a mass explosion hazard |
| Division 1.3 | Substances and Articles which have a fire hazard and either a minor blast hazard or minor projection hazard or both, but not a mass explosion hazard |
| Division 1.4 | Substances and Articles which present no significant hazard |
| Division 1.5 | Very insensitive substances which have a mass explosion hazard |
| Division 1.6 | Extremely insensitive articles which do not have a mass explosion hazard |
| Class 2: | Gases |
| Division 2.1 | Flammable gases |
| Division 2.2 | Non-flammable, non-toxic gases |
| Division 2.3 | Toxic gases |
| Class 3: | Flammable liquids |
| Class 4: | Flammable solids; substances liable to spontaneous combustion; substances which, on contact with water, emit flammable gases |
| Division 4.1 | Flammable solids, self-reactive substances and solid desensitised explosives |
| Division 4.2 | Substances liable to spontaneous combustion |
| Division 4.3 | Substances which in contact with water emit flammable gases |
| Class 5: | Oxidizing substances and organic peroxides |
| Division 5.1 | Oxidizing substances |
| Division 5.2 | Organic peroxides |
| Class 6: | Toxic and infectious substances |
| Division 6.1 | Toxic substances |
| Division 6.2 | Infectious substances |
| Class 7: | Radioactive material |
| Class 8: | Corrosive substances |
| Class 9: | Miscellaneous dangerous substances and articles |

* Delete accordingly.

IMPORTANT: Where Dangerous Goods are declared, a list of Articles that contain materials defined as Dangerous Goods shall be identified in an attached document with the required information for safety appraisal by the Authority. The identification of such items shall include: Item/Part Number/NSN (if available); Item Description; & Dangerous Goods Class # & Division. For Class 1 Items (explosives), the Tenderer/Contractor shall also declare their compatibility group – such as A, B, C, D, E, F, G, H, J, K, L, N, S or Z.*

(Signature and Date)

(Company Stamp)

ANNEX D

QUOTATION CONDITIONS OF CONTRACT

Content

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4. Dangerous Goods Declaration
5. Guarantee

6. Taxes, Fees and Duties
7. Payment
8. Rights of Third Parties
9. Sub-contracting and Assigning
10. Suspension or Termination

11. Gifts, Inducement and Rewards
12. Variation
13. Applicable Law
14. Protection of Information
15. Security Audit and Inspection

16. Not In Use
17. Safety
18. Guarantee Of Product Source And Supply Chain Traceability
19. Packing
20. Refund Of Overpayment By The Contractor

QUOTATION CONDITIONS OF CONTRACT

Should your offer be accepted, the Terms and Conditions as set out in this Annex and the terms and conditions in the GeBIZ Terms and Conditions shall govern the Contract between the Authority and your company.

1 DEFINITIONS

In this Conditions, unless the context otherwise requires:

(a) "Articles" means all articles, including parts or units thereof, which the Contractor is required to supply under the Contract.

(b) "Authority" means the Government of the Republic of Singapore, represented by the Ministry of Defence.

"Agency" means the Defence Science and Technology Agency (DSTA), a body established by the DSTA Act having the functions and powers given by the Act.

The Agency shall have the power pursuant to the DSTA Act to enter into this agreement and to manage this agreement for the Authority and to do such other acts as are incidental to its functions and powers.

(c) "Contract" includes the Government's ITQ Message, the Contractor's Quote Message or offer (submitted through GeBIZ), these Conditions of Contract, the specifications and samples, Letter of Acceptance, Order Message or any Orders issued by the Authority to the Contractor for the supply of the Articles and/or performance of Services.

(d) "Contract Price" means the price exclusive of the Singapore Goods and Services Tax payable to the Contractor for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract and in law.

(e) "Day" means calendar day including Holiday in Singapore.

(f) "Holiday" in relation to the doing of an action means a Saturday, Sunday or public holiday in Singapore.

(g) "Working day" means any day other than a Saturday, Sunday or a public holiday in Singapore for the purpose of Sub-Clause 1.4.

(h) "Contractor" means the successful supplier who has been awarded the Contract by the Authority.

(i) "Services" means the work which the Contractor is required to perform under the Contract.

(j) "Suspect part" means a part which there is an indication by visual inspection, testing, or other information that may have been misrepresented by the supplier or manufacturer and may meet the definition of counterfeit part provided below.

(k) “Counterfeit part” means a suspect part that is copy or substitute without legal right or authority to do so or one whose material, performance, or characteristics are knowingly misrepresented by a supplier in the supply chain. Examples of counterfeit parts include, but are not limited to:

- (i) Parts which do not contain the proper internal construction (die, Manufacturer, wire bonding, etc.) consistent with the ordered part;
 - (ii) Parts which have been used, refurbished or reclaimed, but represented as a new product;
 - (iii) Parts which have different packaging style or surface plating/finish than the ordered parts;
 - (iv) Parts which have not successfully completed the Original Component manufacturer’s (OCM)’s full production and test flow, but are represented as completed product;
 - (v) Parts sold as upscreened parts, which have not successfully completed upscreening; or
 - (vi) Parts sold with modified labelling or markings intended to misrepresent the part’s form, fit, function or grade.
- Parts which have been refurbished, upscreened, or uprated and have been identified as such, are not considered counterfeit.

1.2 Words importing the singular include the plural and vice versa.

1.3 The headings are for convenience only and not for the purpose of interpretation.

1.4 Where the last day of any period prescribed for the doing of an action falls on a Holiday, the action shall be done no later than the first working day after the Holiday. For clarity, the doing of an action refers to the day where performance of an obligation under the Contract is due to be performed, including but not limited to date of delivery, date for due payment of liquidated damages, date of return of Articles repaired under warranty claim.

2 SCOPE OF CONTRACT

2.1 The Contractor shall carry out and complete the supply of all Articles and perform Services in accordance with the Contract. Unless otherwise stated in the Contract, all Articles shall be new, unused and authentic.

3 DELIVERY

3.1 The Contractor shall deliver the Articles and perform the Services by the Delivery/Performance Date and in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the Authority. The issue of such receipt shall in no way relieve the Contractor from his responsibility for replacing defective or damaged or non-authentic Articles or for rectifying deficient Services under Clause 5 hereof.

4 DANGEROUS GOODS DECLARATION

4.1 If the Articles contain Dangerous Goods of Class 1 to 9 according to United Nations’ Recommendations on the Transport of Dangerous Goods Model Regulations ST/SG/AC.10/1/Rev.15, Clause 17 (Safety) shall apply.

5 GUARANTEE

5.1 The Guarantee Period shall commence on the date of receipt of the Articles and on the date of acceptance of the Services in Singapore. The length of the Guarantee Period shall be twelve (12) months or such period as agreed in writing.

5.2 Where during the Guarantee Period, any Article(s) is found to be:

- (a) Defective in design, materials or workmanship; or
- (b) Not in accordance with the Contract or any specifications incorporated in the Contract by written agreement; or
- (c) Having been installed, operated, stored and maintained in accordance with the written instructions of the Contractor, fails to function properly or fails to meet any performance guarantees or specifications published by the Contractor as applicable to the Article(s);

then unless it is shown that the foregoing is caused solely by improper use or mishandling by the Authority, the Contractor shall, at its own expense (including transportation costs), at the written notification of the Authority, replace or completely repair the same, within the Turn Around Time of 30 days ("the TAT") which shall commence from the receipt by the Contractor of the damaged or defective Article and expire upon the receipt of the repaired or replaced Article by the Authority. Any replacement Article shall be subject to the same acceptance tests as the Article it replaces and any repaired Article shall be subject to such parts of the said acceptance tests as are necessary to ascertain that the repaired Article is acceptable. The Guarantee Period for the replacement or repaired Article shall be extended by a period equivalent to the period commencing from the date of the said notification to the date of acceptance of the repaired/replaced Article by the Authority in Singapore. In the event that the Guarantee Period (after such extension) outstanding at the date of such acceptance is less than one month, the Guarantee Period shall be extended by a further period of one month.

5.3 If any Service performed is found during the Guarantee Period to be deficient, the Contractor shall at the written notification of the Authority, rectify the same, at the expense of the Contractor within thirty (30) days of receipt of the Authority's written notification or within such time as mutually agreed in writing between parties. The Guarantee Period for the re-performed Service shall be extended by a period equivalent to the period commencing from the date of the said notification to the date of completion of the re-performed Service. In the event that the Guarantee Period (after such extension) outstanding at the date of such completion is less than one month, the Guarantee Period shall be extended by a further period of one month.

6 TAXES, FEES AND DUTIES

6.1 Unless otherwise expressly provided in this Contract, the responsibilities of the Parties for compliance with applicable import and export customs regulations and formalities and the liabilities of the Parties for any customs fees and duties and other taxes payable in relation to the import and export of the Articles shall be according to the relevant provisions of INCOTERMS 2010.

6.2 Except as provided in sub-clause 6.1 above, the Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable under the laws of Singapore, by the Contractor or its employees, including the Contractor's resident engineers and inspectors (if applicable), in carrying out its obligation under the Contract.

6.3 If the Authority 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 Authority may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments, the Contractor hereby authorises the Authority to comply with the terms of the said request.

6.4 The Authority shall pay to the Contractor, in addition to the Contract Price, a sum equal to the Singapore Goods and Services Tax chargeable on the supply to the Authority of any articles and services by the Contractor in accordance with the Contract. For clarification, "Goods and Services Tax" shall refer to tax under the (Singapore) Goods and Services Tax Act, Cap. 117A (2005 revised edition).

6.5 Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person for the purpose of the Singapore Goods and Services Tax, be in the same form and contain the same information as if it were a tax invoice for the purposes of the Regulations made under the Goods and Services Tax Act, Cap. 117A (2005 revised edition).

6.6 All references in the Contract to prices and sums of money payable shall be regarded as values before the addition of Goods and Services Tax chargeable on such values.

7 PAYMENT

7.1 Unless otherwise specified in the Contract, the Authority shall pay the Contractor within thirty (30) days after the delivery and receipt of the Articles or the performance of the Services, AND the receipt by the Authority of the invoice in accordance with such means and in such format as may be specified by the Authority, packing list(s), documents evidencing delivery as required under the INCOTERMS 2010 and such other documents as required for payment in accordance with the Contract. The Authority shall only make payment upon the receipt of the correct documents in proper form. For all electronic Contracts received via the GeBIZ system, the Contractor is required to submit the invoices electronically via the GeBIZ system. The supporting documents required for payment as stated in the Contract shall be forwarded to:

Ministry of Defence
c/o Financial Services Centre
Accounts Payable Branch
5 Depot Road #15-01, DTTB
Singapore 109681

For any enquiries on payment, the Contractor shall write to the above address or email to Vendoe_Payment_Enquiry@defence.gov.sg with the contract/purchase order number as reference.

7.2 If the Purchase Order is not issued electronically by the Authority via the GeBIZ system, the Contractor shall forward the invoice together with all supporting documents required for payment as stated in the Contract to the above-mentioned address. For payment by telegraphic transfer, the Authority shall pay into the bank account specified by the Contractor in the Contract. All bank charges for the telegraphic transfer outside Singapore shall be borne by the Contractor.

7.3 If delivery of the Articles are to be made by a date specified in the Contract, and the Contractor delivers the Articles before the Financial Year of the said delivery date, the Authority shall have the right to withhold any payments due to the Contractor until thirty (30) days after the delivery date specified in the Contract or thirty (30) days after receipt of the Contractor's invoice and such other documents required in the Contract whichever is later. For the purpose of this Contract, the Financial Year shall mean the period from the 1st day of April of a calendar year to the 31st day of March of the following calendar year.

7.4 The payments under this clause shall not prejudice the Authority's right to reject the Articles or Services or the Contractor's responsibility to replace defective or damaged Articles or to re-perform deficient Services.

8 RIGHTS OF THIRD PARTIES

8.1 A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

9 SUB-CONTRACTING AND ASSIGNING

9.1 The Contractor shall not sub-contract or assign the Contract without the prior written consent of the Authority. For sub-contracting, prior written consent is not required for appointments of sub-contractors who are supplying raw materials or intermediate goods or those that provide auxiliary services to the Contractor.

10 SUSPENSION OR TERMINATION

10.1 The Authority shall, after giving thirty (30) days prior written notice to the Contractor, have the right to suspend or terminate the Contract if the Authority 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 or termination save that the Authority shall pay the Contractor the price of the Articles delivered and accepted by the Authority as at the date of written notice of termination or suspension. The Authority shall have title to such Articles delivered and accepted. The Contractor shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Authority to the Contractor by reason of this Clause.

11 GIFTS, INDUCEMENTS AND REWARDS

11.1 The Authority may terminate the Contract if the Contractor or any person employed by him or acting on his behalf (whether with or without the Contractor's knowledge) has done any act or omission which contravenes any law for the suppression of corrupt practices. The Contractor shall be liable for any costs, expenses or damage incurred by the Authority as a result of the aforesaid actions and/or termination of the Contract under this Clause. For the purpose of this clause, the payment of monetary remuneration as agency fees to the Contractor's officially appointed agents in Singapore shall not be construed as a contravention of this Clause.

12 VARIATION

12.1 No variation whether oral or otherwise in the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Contractor and the authorised contract signatory of the Authority.

13 APPLICABLE LAW

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

13.2 For the avoidance of doubt, until the Authority issues a Letter of Acceptance, an Order message, or Purchase Order, this document (i) is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Articles and/or Service from any Supplier; and (ii) shall not be construed as providing or implying that a contract will be entered into with any supplier.

14 PROTECTION OF INFORMATION

14.1 Except with the consent in writing of Authority the contractor shall not disclose the Contract or any provision thereof or any information issued or furnished by or on behalf of the Authority in connection therewith to any person, except the Contractor's sub-contractor or employee on a need to know basis. Where such disclosure is necessary, the Contractor shall ensure that the sub-contractor or employee is bound by an obligation similar to that contained in this Clause.

15 SECURITY AUDIT AND INSPECTION

15.1 The Authority reserves the right to conduct inspections and audits to ensure the Contractor's compliance with Clause 14 (Protection of Information) relating to classified and official information and materials provided by the Authority.

15.2 Where the Authority exercises its right to conduct inspections and audits, the Contractor shall grant, at its own expenses:

- (a) full and free access to the Contractor's works as and when required for that purpose; and
- (b) All reasonable facilities, including but not limited to sub-contractor's facilities, as may be required therefore; and such other assistance as the Authority may require.

16 NOT IN USE

17 SAFETY

17.1 The Contractor shall ensure and guarantee that the Articles have adequate safety design.

17.2 The Contractor shall notify the Authority upon any subsequent discovery of inadequacy of safety design in the Articles during the service life of the Articles. The Contractor shall be solely responsible for improving the safety design and shall provide the modification kits to the Authority at the Contractor's own expense.

17.3 Where, the subsequent to the delivery of the Articles to the Authority, the Contractor issues Service Bulletins instructing mandatory retrofit work on the said Articles to satisfy safety requirements, then the new or reworked parts required for mandatory retrofit work shall be furnished to the Authority by the Contractor without any additional charge. All redundant parts shall become the property of the Contractor.

17.4 If as a result of Sub-Clause 17.3 above, any Articles or any part or unit thereof is made redundant, the Contractor shall provide to the Authority new or reworked parts to replace any unused stock items in the Authority's inventory without charge. All redundant parts shall become the property of the Contractor.

17.5 The Contractor shall provide the required labour and technical assistance to carry out the necessary installation of the recommended or improved part, the removal if the redundant or redundant part(s) of the Articles and to conduct the necessary tests required for the acceptance of the modification, without charge to the Authority.

17.6 In no event shall any approval, endorsement or concurrence (whether verbal or written) given by the Authority to any of the Contractor's signed exhibits, specifications, documents and functional descriptions relating to the safety design of the Articles relieve the Contractor of any of its responsibilities under this Clause.

18 GUARANTEE OF PRODUCT SOURCE AND SUPPLY CHAIN TRACEABILITY

18.1 The Contractor agrees that, as between the Contractor and the Authority, it shall be solely responsible for ensuring that only new and authentic materials are used in products delivered to the Authority. The Contractor may only purchase parts directly from Original Component Manufacturers (OCMs), OCM franchised distributors, or authorised aftermarket manufacturers. Use of product that was not provided by these sources is not authorized unless first approved in writing by the Authority. The Contractor must present compelling support for its request (eg. OCM documentation that authenticates traceability of the parts to the OCM) and include in its request all actions to ensure the parts thus procured are authentic/confirming parts.

18.2 The Contractor shall maintain a method of item traceability that ensures tracking of the supply chain back to manufacturer of all parts included in the Articles being delivered per this contract. As and when required by the Authority, the Contractor shall make available relevant documentation for item traceability.

18.3 The contractor shall notify the Authority upon any subsequent discovery of counterfeit parts in the Articles during the service life of the Articles. If in the event that the authority discovers suspect parts or counterfeit parts, the Authority will notify the Contractor and the Contractor shall within fourteen (14) days, establish to the satisfaction of the Authority the authenticity of the alleged parts or replace the same. The Contractor shall be solely responsible for replacing the suspect parts or counterfeit parts at the Contractor's own expense.

18.4 The Contractor shall provide the required labour and technical assistance to carry out the necessary rectification, the removal of the counterfeit part(s) of the Articles and to conduct the necessary tests required for the acceptance of the rectification, without charge to the Authority, in addition to being liable to the Authority for any cost, expenses or damage incurred by the Authority as a result of the counterfeit part(s).

18.5 If counterfeit parts are furnished under this contract, the Authority shall have the rights to impound or return the counterfeit parts to the Contractor. In the case where the Authority impounds or destroy the counterfeit parts, all cost of the same are to be borne by the Contractor. In the case where the Authority returns the counterfeit parts to the Contractor, the Contractor shall meet all cost of the incidental to the discharge of this sub-clause, including any packing, freight, disassembly and reassembly costs. The Contractor undertakes to properly destroy and dispose the counterfeit parts forthwith and certify destruction thereafter to the Authority.

19 PACKAGING

The Contractor shall ensure that the Articles are packaged in accordance with the best commercial practice and in such a manner that they are suitable for storage in the tropics and are protected from damage or deterioration during their transit from the Contractor's premises until their arrival at the final destination. The cost of all packaging materials and labour are included in the Contract Price. All packaging materials shall be non-returnable. The Contractor shall also comply with the packaging requirements specified in the Contract. The Contractor shall be responsible for any loss or damage or expenses incurred by the Authority due to packaging which is not in compliance with the requirements of this Clause. In addition, the Contractor shall, where the Authority so requires, replace any Article which is found on delivery to have been damaged due to inadequate packaging.

20 REFUND OF OVERPAYMENT BY THE CONTRACTOR

20.1 In the event that the Contractor has actual or constructive knowledge of any discrepancy, error or miscalculation resulting in overpayment by the Authority to the Contractor ("Overpayment"), the Contractor shall immediately notify the Authority in writing and shall refund the amount of Overpayment to the Authority's designated bank account ("Refund") within 30 days from the day of Overpayment ("Grace Period").

20.2 Where the Contractor fails to comply with Clause 19.1, the Contractor agrees that, in addition to the Refund, the Authority shall be entitled to recover interest on the amount of Overpayment at DBS Bank Ltd prime rate prevailing at the date of Overpayment repayable by the Contractor from the date of Overpayment to the date of Refund by the Contractor. Provided that if the Refund is made within the Grace Period, the Contractor shall not be liable to pay interest. For the avoidance of doubt, if the Refund is made after the Grace Period, the Authority shall be entitled to recover interest on the amount of Overpayment from the date of Overpayment to the date of Refund.

ANNEX E

EVALUATION CRITERIA

1 CRITICAL CRITERIA

- 1.1 Suppliers shall note that the Authority will exclude any quotation from further evaluation should it fail to comply with the following critical criteria:

(a) Debarment Status

The Suppliers shall not be debarred on or after the closing date of the Invitation-to-Quote (ITQ) by the Standing Committee on Debarment, c/o Ministry of Finance, from participating in public-sector projects.

2 OTHER CRITERIA

- 2.1 The Suppliers' quotations shall be evaluated based on the criteria listed below:

- (a) Compliance to Conditions of Quotation (COQ) as specified in Annex C of the ITQ
- (b) Compliance to Quotation Conditions of Contract (QCOC) as specified in Annex D of the ITQ
- (c) Compliance to requirements as specified in Annex A of the ITQ
- (d) Company Track Record