

LAND TRANSPORT AUTHORITY

CONTRACT DE180

**TREMOR MONITORING SYSTEM 2.0
FOR TRANSPORT INFRASTRUCTURES**

ISSUANCE DATE: 27 MAY 2021

LAND TRANSPORT AUTHORITY

Important notes to Tenderers:

- 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.
- Late Tender Offers will not be accepted regardless of the reason for the delay.
- Tenderers shall not publish or disclose any information given in this document to any person not authorised to receive it. Your attention is drawn to the Non-Disclosure Agreement (where applicable) and Official Secrets Act (Chapter 213) which relates to the safeguarding of official information.
- Tenderers shall observe all Terms & Conditions stated in the Instructions to Tenderers.
- 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 22.5 of the Instructions to Tenderers and the Tender Notice in GeBIZ.

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INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

- 1.1 All terms referred to in this Invitation to Tender shall have the meanings ascribed to them in the Conditions of Contract, unless otherwise defined herein or the context otherwise requires.

2. EVALUATION CRITERIA

- 2.1 Where this Invitation to Tender specifies evaluation criteria in terms of the financial category and supply category/head required for registration with any Government Registration Authority ("**GRA**"), namely the Ministry of Finance or the Building and Construction Authority, as the case may be, the evaluation of such criteria will be delegated to the relevant GRA.
- 2.2 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.
- 2.3 Tenderers who are registered with the relevant GRA must declare their registration status in the manner set out in this Invitation to Tender.
- 2.4 Tenderers who do not hold a valid registration from the relevant GRA specifying that they have met the criteria for this Invitation to Tender are advised to apply for the registration with the relevant GRA at the earliest possible opportunity and must declare their registration status in their Tender Offers. Such Tenderers should apply for registration with the relevant GRA through the Government Electronic Business (**GeBIZ**) website at <http://www.gebiz.gov.sg>. If their registration with the relevant GRA is still pending at the time of submission of their Tender Offer, Tenderers should enclose a copy of the receipt for registration fee issued by the GRA(s) with their Tender Offers.

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.

3. ELIGIBILITY

- 3.1 All persons or entities who are debarred from participating in public sector tenders are not eligible to participate in this Invitation to Tender. Where a Tenderer is debarred after the submission of its Tender Offer, the Tenderer shall not be considered for the award of this Invitation to Tender. If a Tender

Offer is submitted without explicitly mentioning that the Tenderer is currently debarred, the Authority shall treat the submission of the Tender Offer as an express continuing declaration by the Tenderer that the Tenderer is in fact eligible to participate in this Invitation to Tender and, if such a declaration is discovered to be false, the Authority will be entitled to, at any time, rescind any contracts entered into pursuant to such a Tender Offer without the Authority being liable therefor in damages or compensation.

- 3.2 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.

4. SUBMISSION OF TENDER OFFER

- 4.1 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 document(s) in Tender	Mode of Submission	Closing Date & Time
1) Tender Price	This shall be submitted electronically to the Authority via GeBIZ.	28 June 2021, 1600 hours sharp, Singapore Time*
2) Price & Technical Documents - (Please refer to Clause 4.7 of these instructions)	Tenderer shall upload both Price & Technical Documents separately in GeBIZ under the respective Document Type (i.e. Price or Technical). <i>Note: Max 30MB for each file.</i>	

- 4.2 Where Tender Offers are to be submitted using GeBIZ, Tenderers shall submit all documents forming part of their Tender Offers in accordance with the Terms and Conditions For Use Of The Government Electronic Business (**GeBIZ**). Such documents may be submitted through GeBIZ without any handwritten signature. The Authority 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.
- 4.3 Not Used
- 4.4 The Authority reserves the right to reject Tender Offers not submitted in accordance with the mode(s) of submission specified in these Instructions to Tenderers.
- 4.5 Not Used
- 4.6 The Tender Offer must include:
- (a) the Form of Tender fully completed; and
 - (b) an address where any notice, request, waiver, consent or approval required to be sent to the Tenderer in connection therewith can be directed to.
- 4.7 The Tenderer shall ensure that the files are read-verified, virus-free and clearly labelled.

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:

(A) PRICE Documents in GeBIZ

- (a) Form of Tender duly completed;
- (b) Price Schedules duly completed;
- (c) Schedule of Rates duly completed; and
- (d) Cover Letter relating to Financial Proposal (if any).

(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 **Appendix A** & Clause 4.10 of these instructions with latest printout from the ACRA;
- (e) Technical Proposal as per Clause 4.9 of these instructions;
- (f) Financial Statements & Track Records as per Clauses 4.11 & 4.12 of these Instructions.
- (g) Undertaking by OEM (Hardware and Software) in the format attached as per Schedule 8 of the Conditions of Contract;
- (h) Tenderers to provide Safety and Health Declaration Form in the format attached as per **Appendix P**; and
- (i) Cover Letter relating to Technical Proposal (if any).

4.8 The Tenderer shall comply with the requirements for submission 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 as follows:

- Contract Number;
- Acronym of Tenderer;
- Document Type [Price or Technical]; and
- Component of file [refer Clause 4.7]
e.g. "Contract DE180_ABC_Price_FT"
e.g. "Contract DE180_ABC_Tech_Tech Prop 1 of X"

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

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

4.10 A) Goods and Services Tax (GST)

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

B) 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 Offer 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.

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).

C) Director's Resolution / Power of Attorney

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

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

"Resolved :

That _____ (NAME) _____ or failing him
_____ (NAME) _____ be and is hereby authorised to submit
and sign and/or execute the Tender Offer, any amendments thereto, all
documents related to the tender and to **Contract DE180** 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 Invitation to 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, Tender Offers and related documents and any amendments thereto and all documents related to **Contract DE180** 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.

D) 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.

4.11 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.

¹ 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.

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.

- 4.12 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**.

- 4.13 The successful Tenderer shall:

- (a) 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.

- (b) submit the name(s) of a bank or insurance company proposed for the issuance of the Performance Bond, Security Deposit 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.

- 4.14 All Tenderers shall price all the options included in the Invitation to Tender. Where a Tenderer fails to price all the options, the Authority reserves the right to either award or reject the Tender Offer. In the case of any rejection, the Authority shall be at liberty to reject such Tender Offer without any further reference to the Tenderer.

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 Offer, 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.

- 4.15 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** at no additional cost to the Authority.

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

5. COMPLIANCE WITH INSTRUCTIONS

- 5.1 Any Tender Offer which is not submitted according to the instructions contained and in the form(s) prescribed in this Invitation to Tender is liable to be rejected.
- 5.2 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.
- 5.3 The Tenderer shall provide explicit responses of compliance or non-compliance with the Requirements Specification in this Invitation to Tender. In the event of any non-compliance with the Requirements Specification, 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.
- 5.4 The Authority will only consider an alternative offer(s) if it is accompanied by a base tender meeting the conditions described above.

6. TENDERING PERIOD

- 6.1 This Invitation to Tender shall be closed on the Closing Date and Time. “**Closing Date and Time**” means the date and time specified in Clause 4.1, or such other date and time as notified by the Authority from time to time through GeBIZ. Tender Offers received after the Closing Date and Time shall be disqualified.
- 6.2 Tenderers are invited to attend a Virtual Tender Briefing on 7 June 2021, 1400 hours. The Virtual Tender Briefing link will be provided nearing to the Session.

Tenderers are required to inform the Authority by 3 June 2021, the name of company and representatives for the briefing via email to lta_contracts@lta.gov.sg (please indicate 'Contract DE180 – Tender Briefing' as the subject of your email).

7. VALIDITY PERIOD

- 7.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period. “**Validity Period**” means a period of 120 days from the Closing Date, or such longer period as may separately be agreed in writing between the Tenderer and the Authority.

8. WITHDRAWAL OF TENDER OFFER

- 8.1 No Tender Offer may be withdrawn after the Closing Date and Time. Any Tenderer who attempts to do so may, in addition to any remedy which the Authority may have against it, be liable to be debarred from future public sector tenders.

9. REQUIREMENTS SPECIFICATION

- 9.1 The Goods and Services offered under a Tender Offer shall comply with the Requirements Specification of this Invitation to Tender.

10. ACCEPTANCE OF TENDER OFFER

- 10.1 The Authority shall be under no obligation to accept the lowest priced or any Tender Offer.
- 10.2 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.

- 10.3 The issuance by the Authority of a Letter of Acceptance accepting the Tenderer's Tender Offer or part of the Tender Offer shall create a binding contract (to the extent accepted by the Authority) between the Authority and such Tenderer. The Conditions of Contract shall apply to such contract.
- 10.4 The Letter of Acceptance may be issued:
- (a) through GeBIZ to the successful Tenderer; or

- (b) to the successful Tenderer's address as given in its Tender Offer by hand or by post.

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

- 10.5 Notwithstanding the issuance of the Letter of Acceptance, the Authority may at its discretion require the Tenderer to sign a formal agreement in respect of the Contract and the Tenderer shall do so without unnecessary delay. In the event that the Tender Offer is submitted by a duly authorised agent, the formal agreement is to be executed by his principal.

11. NOT USED

12. GEBIZ

- 12.1 Tenderers are put on notice that business transactions with the Authority shall be conducted by the electronic exchange of information using the GeBIZ system or such other mode as the Authority may specify.
- 12.2 It shall be the Tenderer's responsibility to check GeBIZ for any addendum, corrigendum or other documents that may be issued in respect of this Invitation to Tender before the Closing Date and Time.

13. NOT USED

14. DOCUMENT(S) / DRAWINGS FOR VIEWING

- 14.1 The following Documents/Drawings 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) Single Line Diagram for Dakota Tunnel & Kallang Station
 - (b) Power Layout Plan for MS (for Solar Powered MS)
 - (c) Existing System Application Configuration Documentation
- 14.2 The documents stated in Clause 3.5.35 of the Technical Specification are for viewing and shall form part of the Contract to be made between the Authority and the successful Tenderer.
- 14.3 The document(s)/drawing(s) mentioned in clauses 14.1 and 14.2 above are only available for viewing by appointment only. Tenderers are required to make prior arrangement with Ms Jennifer Ng / Mr Guan Minxiao via email to **lta_contracts@lta.gov.sg** (please indicate 'Contract DE180 – 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

15. DEMONSTRATION OF CLAIMED CAPABILITIES

- 15.1 At the request of the Authority, the Tenderer shall, at its own expense, prepare and conduct locally, demonstrations or presentations to substantiate the Tenderer's capabilities as described in its Tender Offer.
- 15.2 The Authority is entitled to require the Tenderer to make available all necessary information and equipment to enable the Tenderer to demonstrate the claims in its Tender Offer.

16. LANGUAGE

- 16.1 The Tender Offer and all supporting data and all documentation to be supplied by the Tenderer shall be written in readily comprehensible English language.

17. EXPORT APPROVAL

- 17.1 The Tenderer shall indicate clearly whether there is any requirement for the Authority to furnish end-user certificates or statements. The Tenderer shall also indicate clearly in its Tender Offer if there is a need for the Authority to enter into separate agreement(s) with the Tenderer to satisfy export requirements of the Tenderer's or any foreign government.

18. CONFIDENTIALITY

- 18.1 Except with the consent in writing of the Authority the Tenderer shall not disclose to any person (other than employees, servants and agents on a "need-to-know" basis for the purposes of preparing or submitting a Tender Offer or subsequently clarifications) this Invitation to Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Authority.
- 18.2 The Authority may require an unsuccessful Tenderer to return or destroy any specifications, plans, drawings, patterns, samples or information issued by the Authority in connection with this Invitation to Tender.
- 18.3 Your attention is drawn to the Official Secrets Act (Chapter 213) which relates to the safeguarding of official information.
- 18.4 The Tenderer is required to submit Undertaking to Safeguard Official Information in the format attached as per **Appendix G**.

19. OWNERSHIP OF TENDER DOCUMENTS

- 19.1 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 Offer shall remain vested in the Tenderer. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Tenderer and the Authority.

20. ALTERATION, ERASURES OR ILLEGIBILITY

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

21. AUTHORITY'S CLARIFICATIONS OF THE TENDERER'S TENDER OFFER

- 21.1 In the event that the Authority seeks clarification on any aspect of the Tenderer's Tender Offer, the Tenderer shall provide full and comprehensive responses within the stipulated period specified.

22. TENDER OFFER

- 22.1 The Tenderer shall satisfy itself before tendering as to the correctness and sufficiency of its Tender Offer for the supply of the Goods and Services, and all matters and things necessary for the proper execution and completion of such supply, including any duties, customs and excise, licences, transport and insurance expenses, regardless of whether such matters or things were specifically set out in this Invitation to Tender.
- 22.2 The Tenderer shall ensure that its Tender Offer is complete, and that the information in its Tender Offer is clearly visible without further action required by the Authority. In particular, the Tenderer shall ensure that all information in any softcopy or spreadsheet or other document is not hidden in rows or otherwise not visible. Any part of the Tender Offer that is not clearly visible without further action required by the Authority may be excluded from the Tender Offer and may not be considered in the evaluation of such Tender Offer.
- 22.3 The Tenderer shall be deemed to have been thoroughly acquainted by its own independent observations and enquiries as to all matters which can in any way influence its Tender Price.
- 22.4 The Tender Price shall be deemed to have included the delivery of all items and performance of all works and services (including but not limited to all necessary, reasonable and/or incidental costs and expenses) to meet the requirements as specified in the Requirements Specification irrespective of whether such items, works and/or services have been specifically listed or priced in the Tender Offer.

- 22.5 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 this Invitation to Tender 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 DE180 - 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.

- 22.6 No oral representation shall be:

- (a) binding on the Authority; or
- (b) construed as modifying or varying any of the provisions of this Invitation to Tender.

- 22.7 Technical Documents - Technical Documents referred to in Clause 4.7(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.

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.

23. EXPENSE OF TENDERER

- 23.1 In no case will any expense incurred by the Tenderer in the preparation or submission of its Tender Offer or subsequent clarifications be borne by the Authority.

24. GOODS AND SERVICES TAX

- 24.1 The Tenderer shall not include in the rates and prices proposed in its Tender Offer, GST chargeable for the supply of goods or services required in this Invitation to Tender. All rates and prices quoted shall be exclusive of GST.
- 24.2 If the Contractor is a taxable person under the GST Act, the Authority shall reimburse the Contractor for the GST charged on the supply by the Contractor of goods and services provided pursuant to this Invitation to Tender.

25. GST REGISTRATION

- 25.1 The Tenderer shall declare its GST status in its Tender Offer. The Tenderer shall clearly indicate whether it is, or will be, a taxable person under the GST Act. The Tenderer shall furnish its GST registration number to the Authority, if available.
- 25.2 A Tenderer who declares itself to be a non-taxable person under the GST Act but which becomes a taxable person at any time thereafter shall forthwith inform the Authority of its change in GST status. The Tenderer shall be entitled to reimbursement from the Authority of any GST charged on the supply of goods or services made by it after its change in GST status.

26. GOVERNING LAW

- 26.1 All Tender Offers submitted pursuant to this Invitation to Tender and any resultant contracts shall be governed by the laws of the Republic of Singapore.

27. OWNERSHIP STATUS OF TENDERER

- 27.1 The Tenderer shall provide in its Tender Offer full information on:
- (a) the name and address of any person, company or corporation which Controls the Tenderer; and
 - (b) the number, percentage and class of shares held by such person, company or corporation.

28. SHORTLISTING TENDERERS

- 28.1 The Authority reserves 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.

- 28.2 Tender Offers received based on the firm and updated requirements shall form the basis of the final tender evaluation. Unless otherwise stated in writing by the Authority to the shortlisted tenderers:
- (a) The Tender Offers received in the final round shall be complete and comprehensive, and shall over-ride all Tender Offers previously submitted.
 - (b) The final Tender Offer shall not make references to previous Tender Offers.
 - (c) All Tender Offers received in the previous rounds shall be treated as lapsed.

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

29. CONSORTIUM

- 29.1 In this Invitation to Tender, "**Consortium**" means an unincorporated joint venture through the medium of a consortium or a partnership.
- 29.2 The following shall apply if a Tender Offer is submitted by a Consortium:
- (a) each member of the Consortium shall be a business organisation duly organised, existing and registered under the laws of its country of domicile;
 - (b) no Consortium shall include a member who has been debarred from public sector tenders;
 - (c) after the submission of the Tender Offer, any introduction of, or changes to, Consortium membership must be approved in writing by the Authority. Changes made without the Authority's written approval may render the Tender Offer liable to be rejected;
 - (d) the following documents must be submitted with the Tender Offer:
 - (i) a certified copy of the consortium or partnership agreement, signed by all members of the Consortium;, the terms of which shall include the terms set out in Clause 60 (Consortium) of the Conditions of Contract;
 - (ii) the Tender Offer 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 and sign the Tender Offer, receive instruction, give any information, accept any contract and act for

and on behalf of all the members of the Consortium. The documentary proof can be in the form of:

- (A) relevant provision(s) in the certified copy of the consortium or partnership agreement; or
 - (B) certified copies of powers of attorney from each member of the Consortium (Please also refer to Clause 4.10(c) above);
- (e) information must be submitted with respect to:
 - (i) the legal relationship among the members of the Consortium;
 - (ii) the role and responsibility of each member of the Consortium; and
 - (iii) the address of the Consortium to which the Authority may send any notice, request, clarification or correspondence;
- (f) if the Authority issues a Letter of Acceptance to a Consortium:
 - (i) the Letter of Acceptance may be issued through GeBIZ or handed to or posted to the address of the Lead Member of the Consortium given in the Tender Offer;
 - (ii) the issuance by the Authority of a Letter of Acceptance shall create a binding contract on all the members of the Consortium;
 - (iii) each member of the Consortium shall be jointly and severally responsible to the Authority for the due performance of the Contract;
 - (iv) as and when requested by the Authority, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the Authority. Until the said formal agreement is prepared and executed, the Consortium's Tender Offer together with the Authority's Letter of Acceptance, shall constitute a contract binding on all the members of the Consortium; and
 - (v) in the event that any member of the Consortium withdraws from the Consortium or is adjudicated a bankrupt by a duly constituted judicial tribunal, or goes into liquidation in accordance with the laws of the country of incorporation, the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

30. CORRIGENDA TO INVITATION TO TENDER

- 30.1 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.

31. DISCLAIMER AND LIMITATION OF LIABILITY

- 31.1 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.
- 31.2 The Authority shall not be liable for any claims, damages, losses, expenses, loss of profit or indirect or consequential losses arising from or in connection with the Authority's failure to comply with its legal obligations in conducting this Invitation to Tender, considering or evaluating any Tender Offer or accepting any Tender Offer. Any liability, if proven at law, shall be limited to the costs of preparing and submitting the Tender Offer reasonably incurred by the Tenderer.
- 31.3 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, expenses, loss of profit or indirect or consequential losses arising from or in the viruses found in any soft copy.
- 31.4 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.
- 31.5 As part of the its corporate governance framework, the Authority have in place a Whistle-blowing Programme which provides a channel for staff as well as contractors, consultants and suppliers to report any suspected fraudulent activities or wrongful acts. If you observe any misconduct by our staff, you should report your concern to our Internal Audit Division at whistleblow@lta.gov.sg.

- 31.6 Canvassing shall render the tender invalid. In the event of any canvassing being discovered after the acceptance of Tender Offer, the Authority shall be entitled to rescind the contract.
- 31.7 The Tenderer shall familiarise himself with the various tax regulations in Singapore such as Income Tax, Withholding Tax and Goods & Services Tax.