

**SPECIFICATION: TO DESIGN, DEVELOP, AND IMPLEMENT A ROBUST E-PROCUREMENT SYSTEM
TAILORED TO THE NEEDS OF THE TOWN COUNCIL.**

1. INTRODUCTION

Town Council manages the HDB estates. More than 60,000 dwelling units, shops and hawker stalls come under its purview.

2. SCOPE OF WORK

To design, develop, and implement a robust e-Procurement system tailored to the needs of the Town Council, ensuring efficiency, transparency, and compliance in the procurement process and MND's guidelines for e-procurement which town councils are required to comply:

- a) **System Design & Customization**
 - Design a user-friendly interface for both Town Council staff and suppliers.
 - Customization of platform features to align with Town Council procurement requirements.
- b) **Acceptance & Testing**
 - Test plan, UAT, go-live criteria
- c) **Request For Quotation Management Module**
 - Enable electronic RFQ creation, submission, and evaluation.
 - Ensure secure and transparent RFQ opening processes.
- d) **Supplier Management**
 - Develop an automated supplier registration and approval process.
 - Manage supplier information, performance tracking, and compliance.
- e) **Compliance, Security and Privacy**
 - Ensure full compliance with Town Council procurement policies and relevant regulations e.g. ISO 27001, PDPA.
 - Implement robust security measures for data protection, encryption, and access control.
- f) **Training & Documentation**
 - Provide user training for staff and suppliers on the platform.
 - Deliver comprehensive system documentation and user manuals.
- g) **Support, Maintenance and Service Levels (SLA) compliance**
 - Provide post-launch technical support and system updates as needed.
 - Offer ongoing system maintenance for optimal performance.
 - Availability ≥99.9% support hours, response/resolution targets, penalties.
- h) **Audit logs**
 - Provide periodic audit logs to the Town Council for monitoring of system activities

Important note: MND's guidelines for e-procurement which town councils are required to comply:

a. Ensure Authentication and Encryption:

a. Ensure procurement uses authentication and encryption of information and share the same data exchange standards with other generally available information technology systems and software.

b. Mechanisms should be maintained to ensure the integrity of quotations. These include establishing the time of receipt, and the prevention of inappropriate access, tampering or amendment to the quotations.

b. For quotations through e-procurement:

- a. Quotations received through electronic means should be opened by authorised officers approved by the Secretary and witnessing officers should not be directly involved in the quotations.
- b. No amendments are allowed to the quotations, and all quotations received should be encrypted until the close of the quotations.

c. Recording details for Quotations:

- a. For e-procurement Quotations, the use of traditional Quotation boxes is not applicable.
- b. For e-procurement Quotations, Town Council is required to record the details for every quotation received. These include the name, address, the items quoted for, and the date and time of receipt.

d. Recording details for RFQ:

- a. For e-procurement for RFQs, Town Council is required to record the details of each quotation received. These include the name and address, the items quoted for, and the date and time of receipt.

e. Compliance with Financial Rules:

- a. Town Councils are obligated to comply with all relevant requirements outlined in the Town Councils Financial Rules. For example, under TCFR Rule 78(9), after the quotations have been evaluated, award or rejections of quotations, the outcome should be communicated to all vendors/ contractors.

3. CONTRACT PERIOD AND EVENT SESSIONS

This Agreement shall be effective for **3 or 4 or 5 years** (town council reserves the right to determine the quotation validity period and award duration based on price competitiveness and budget availability), unless terminated earlier in accordance with the provisions of this Agreement.

4. PAYMENTS – SERVICES

Payments shall, as a rule, be made within 30 days after the receipt of the contractor's bill. Payments will only be made upon completion of each Purchase Order provided that the work stated thereon has been completed to the satisfaction of the Superintending Officer's Representative.

5. TERMINATION

If, in the opinion of the Town Council, the performance of the Contractor is unsatisfactory, the Town Council reserves the right to terminate the contract immediately and appoint another contractor to carry out this work under the contract. In such an event, the Contractor will pay the difference plus 20% of the new/old contract value (whichever higher) incurred by the Town Council in engaging another contractor or arising from the termination. The Vendor shall not be entitled to claim for any losses, expenses, costs or damages whatsoever or howsoever arising from the termination of the contract.

6. BRIBERY

During the currency of this Contract, the Contractor and their authorized agents or representatives shall not offer or attempt to offer any bribes, commission or gifts to the Town Council's or its agents' employees. Should it be discovered that bribes, commission or gift have been given to any of the Town Council's or its agents' employees, the employment of the Contractor in this Contract may be terminated. The decision of the Town Council regarding the interpretation and implementation of this Clause shall be final and binding and conclusive against the Contractor.

7. INDEMNIFICATION AND LIABILITY

The contractor shall indemnify and hold harmless the Town Council from any claims, damages, or liabilities arising out of or related to the contractor's failure to comply with safety requirements or negligence in performing the work.

8. DAMAGED / UNSATISFACTORY DELIVERY OF GOODS

Should the Town Council receive printed materials that are in unsatisfactory conditions, it is the responsibility of the contractor to arrange for replacement or refund with no additional cost to the Town Council.

9. CONFLICT OF INTEREST

The Vendor and/or any of his authorized agents or representatives shall confirm that they do not have any conflict of interest in connection with the provision of goods or services. During the currency of this Contract, if the provision of goods or services shall place or is likely to place the Vendor or Town Council in a position of conflict of interest, the Vendor shall inform the Town Council without delay. The Vendor and/or any of his authorized agents or representatives shall not make, grant, sought, attempt to obtain or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, relating to this Contract. The decision of the Town Council regarding the interpretation and implementation of this Clause shall be final and binding and conclusive against the Vendor.

10. THE GOODS AND SERVICES TAX (GST)

The rates and prices submitted in this quotation shall be exclusive of any Goods and Services Tax (hereinafter referred to as "GST") which may become payable under the Goods and Services Tax Act when the said Act comes into effect on 1st April 1994. Any GST which may become payable on taxable goods and services supplied under the Contract shall be separately paid by the Employer to the Contractor as and when such tax becomes payable.

11. Alternative Quotations

11.1. The vendor/ contractor is allowed in addition to their Main Offer, which shall comply fully with the Specifications, to submit Alternative Offer or Offers based on alternative materials, or processes for the consideration of the Town Council.

11.2. Where the vendor/ contractor does not submit a Main Offer, any Alternative Offer submitted by him would not be considered, and the quotation shall be treated as non bona-fide and shall be rejected.

11.3. Any Alternative Offer or Offers shall be submitted with full details including all necessary technical data. The vendor/ contractor shall also, in respect of Alternative Offer or Offers, highlight all deviations or divergence from the Town Council's requirements. Further, the vendor/ contractor shall provide at their own cost and expense extra copies of the aforesaid details and further details including additional technical data as and when required by the Town Council.

11.4. The Alternative Offers shall be submitted on separate Invitation to Quote (ITQ). In this respect, the vendor/contractor shall at their own cost and expense re-produce as many copies of the Invitation to Quote (ITQ) issued by the Town Council as they may require.

11.5. In the event where the Alternative Offer of the vendor/ contractor involves modification to the Town Council's design and is accepted by the Town Council, the vendor/ contractor shall, notwithstanding approval and acceptance by the Town Council, be responsible for the design.

11.6. The Town Council reserves the right not to consider or accept any or all of the Alternative Offers of the vendor/ contractors.

12. QUERIES

If the potential Contractor is in doubt as to the true meaning and intent of any part of the RFQ documents, he shall request clarification in writing well in advance of (at least 3 days before) the date for submission of RFQ, failing which the Town Council may disregard any such request.

For more information, please contact:
Sourcing Team

1) Price Schedule of Quotation:

Description	Number of User	Price S(\$) Per month	Total Price S(\$) per year	3 years Price S(\$)	4 years Price S(\$)	5 years Price S(\$)
1) Setup cost (one time) including: a) Professional services, b) System Configuration, c) Project management d) Testing, e) Training, f) Number of Users /Account given Note: Use for Sourcing (No PO, No GRN and No Invoice)		N.A.		N.A.	N.A.	N.A.
2) User/Software subscription/ Maintenance (Annual cost)	N.A.	N.A.				
3) Additional cost per User/Account (Above item 1f, if required)	1					
4) New Bidder Registration Annual Fee (payable by bidders, if any) – to be stated separately and not bundled with setup or system maintenance costs				N.A.	N.A.	N.A.
5) Alternative Offer (if any) Note: Refer to clause 11						

Note: All amounts listed in the unit price should be in 2 (TWO) Decimal Point format.

Note: The price schedule of quotation provided shall have a validity for 60 days from the date of RFQ closing.

Signature/ Co.Stamp/ Date

2) Data Retention and Record Period

Description	Input by Tenderer	Remark
1) Data Retention Period (Number of year)		Records must be stored in a manner that ensures their confidentiality and accessibility for review by the Town Council, or authorized representatives, as needed
2) Disposal of Records (Yes / No)		After the retention period, all records must be securely disposed of, ensuring that no confidential information is disclosed or improperly handled.

Note: Retention must comply with all applicable legal, regulatory, and Town Council requirements.

3) Timeline & Deliverables (optional)

Description	Leadtime (Number of week)	Remark
1) Final System Design:		
2) Development:		
3) Testing, User Training, and Go-Live:		
4) Final Delivery:		

<hr/> <p>Signature/ Co.Stamp/ Date</p>
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CONFIDENTIALITY UNDERTAKING

1. In consideration of your agreeing at our request to provide us with Confidential Information (as hereinafter defined) and Confidential Materials (as hereinafter defined) in order that we may evaluate such information in connection with establishing contractual relationship with you (the "Purpose"), we hereby agree and undertake as follows:
 - a) To treat the Confidential Information as strictly confidential and not to disclose or reveal the Confidential Information (or any portion thereof) to any person except to:
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 - (i) our employees on a need-to-know basis, provided that in such case we shall inform such persons of this Undertaking and the confidential nature of the information and shall procure that such persons comply with the terms of this Undertaking as if they were party hereto; or
 - (ii) (if disclosure is required) judicial or other governmental order or request, provided that in such case we shall give you reasonable written notice prior to such disclosure (to give you an opportunity to contest such disclosure) and shall comply with any applicable protective order or equivalent.
 - b) To exercise in relation to the Confidential Information and Confidential Materials no lesser security measures and degree of care than those which we apply to our own confidential information (and which we warrant as providing adequate protection against any unauthorised disclosure, copying or use);
 - c) To keep all documents bearing or incorporating any Confidential Information and Confidential Materials separate from all other documents and materials and at our usual place of business.
 - d) To keep a written record of all copies or reproductions of any Confidential Information and Confidential Materials specifying when and by whom they were taken and to whom they have been sent (if anyone);
 - e) Not to use Confidential Information and Confidential Materials for any purpose other than in connection with the Purpose.
 - f) Not to reverse engineering, decompile or disassemble any software disclosed to us;
 - g) Not to make, or permit any person to make, any public announcement, communication or circular concerning this Invitation to Quote without your prior written consent.

- h) To notify you immediately upon discovery of any unauthorised use or disclosure of Confidential Information or Confidential Materials, or any other breach of this Undertaking by us, and to cooperate with you in every way to help you regain possession of the Confidential Information or Confidential Materials and prevent its further unauthorised use; and
- i) To immediately return all originals, copies, reproductions and summaries of Confidential Information and Confidential Materials in our possession, custody or control at your request, or at your option, certify destruction of the same.

2. The following expressions shall have the following meanings in this Undertaking: -

- a) "**Confidential Information**" means information that you designate as being confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential. Confidential Information includes, without limitation, information provided by you, your employees, agents or consultants, whether disclosed or communicated verbally, electronically, in writing or in any other tangible form, and whether relating to your business, operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, software, market opportunities, customers (including information relating to the money or other relevant particulars of customers' accounts), business affairs, and the existence and provisions of this Invitation to Quote.

However, Confidential Information shall not include information we can conclusively establish: -

- (i) Entered or subsequently enters the public domain without our breach of any obligation owed to you;
 - (ii) Became known to us prior to your disclosure of such information to us;
 - (iii) Become known to us from a source other than you other than by breach of obligation of confidentiality owed to you; or
 - (iv) Is independently developed by us without reference to your Confidential Information.
- b) "**Confidential Materials**" means any software and all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

3. We further agree and acknowledge that: -
 - a) This Undertaking is fair and reasonable in all circumstances and are necessary for the protection of your legitimate interests;
 - b) Monetary damages would not be a sufficient remedy for a breach of this Undertaking and that you shall be entitled to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction for any actual or threatened breach of this Undertaking;
 - c) All Confidential Information and Confidential Materials are and shall remain your property and that, by disclosing Confidential Information to us, you do not grant any express or implied licence or right to us to or under any of your patents, copyrights, trademarks, or trade secret information;
 - d) You accept no responsibility for and make no representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information. You shall not be liable to us or any other person in respect of the Confidential Information or its use;
 - d) The Confidential Information may contain confidentiality clauses. If such documents are made available to us, we undertake with you that we will thereafter not do any act which would result in you being in breach of such confidentiality clauses (other than the use of such information for the purpose referred to in this Undertaking and the disclosure of it to other persons in accordance with this Undertaking); and
 - e) Your failure to exercise or delay in exercising a right or remedy provided by this Undertaking or by law does not constitute a waiver of such right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Undertaking or by law prevents further exercise by you of such right or remedy or the exercise of any other right or remedy.
4. We shall indemnify and hold harmless you against each and every claim, loss, liability and cost (including, but not limited to, legal costs) which you incur as a result of any breach of the provisions of this Undertaking by us, our employee, agents or consultants or any other third party to whom we have disclosed any Confidential Information.
5. Our obligations under this Undertaking shall commence upon our receipt of this Invitation to Quote for a duration of 2 years.
6. This Undertaking shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. We submit to the non-exclusive jurisdiction of the Singapore Courts but this shall not limit your right to refer any claim against us to any other court of competent jurisdiction outside Singapore.

CHECKLIST ON INFORMATION AND DOCUMENTS IN REQUEST FOR QUOTATION

(PLEASE SUBMIT COMPLETED FORM WITH QUOTATION OFFER)

(Please tick to indicate submitted)

- ☐ 1. Form of Quotation
- ☐ 2. Requirement Specifications (Annex A)
- ☐ 3. Price Schedule (Annex B)
- ☐ 4. Confidentiality Undertaking (Annex C)