

## Part 1 Section A

### INSTRUCTIONS TO TENDERERS

#### Definitions

1. Throughout this Invitation to Tender and any resultant Contract, unless the context otherwise requires, the following definitions shall apply:
  - (a) "Invitation to Tender" means the invitation to participate in this Tender and comprises all tender documents forwarded to the Tenderer inclusive of the Covering Letter, Form of Tender, Instructions to Tenderer, Conditions of Contract, Requirement Specifications, Evaluation Criteria and any other documents and forms enclosed.
  - (b) "Authority" refers to the Singapore Workforce Development Agency established pursuant to the Singapore Workforce Development Agency Act 2003 (Act 14 of 2003), and includes any officer authorised by the Authority to act on its behalf.
  - (c) "Contract" means any resultant contract and its Annexes between the Authority and the successful Tenderer.
  - (d) "Contractor" means the successful Tenderer.
  - (e) "Tenderer" means a person or his permitted assigns tendering to provide the Goods and/or Services, and shall be deemed to include two or more persons if appropriate.
  - (f) "Conditions of Contract" also includes such clauses from the Compendium of Additional Clauses as will form part of the Contract.
  - (g) Save as set out above, all other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

#### Evaluation Criteria

2. Where the 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 Expenditure and Procurement Policies Unit of the Ministry of Finance, and the Building and Construction Authority, as the case may be, the evaluation of such criteria will be delegated to the relevant GRA.

3. Where a Tenderer's existing registration with a GRA, which is valid up to the closing date of this Tender, specifies that the Tenderer has met particular criteria in relation to 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.
4. Tenderers who are registered with the relevant GRA, specifying that they have met the criteria for this Tender, must declare their registration status in the manner set out in the Invitation to Tender.
5. Tenderers who do not hold a valid registration from the relevant GRA specifying that they have met the criteria for this Tender are advised to apply for the registration with the relevant GRA at the earliest possible opportunity and declare their registration status in their tenders. Such tenderers should apply for registration with EPPU through the Electronic Business (GeBIZ) with effect from 9th September 2002. The address for the GeBIZ Homepage is <http://www.gebiz.gov.sg>. If by the closing date of tender, their registration with the relevant GRA is still pending, tenderers should enclose a copy of the receipt for registration fee paid issued by the GRA(s) with their tenders.

### **Eligibility**

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

## Submission of Tender

7. Tenderers shall submit their tenders in accordance with the following mode(s) of submission:

Information or document(s) in tender	Mode of Submission	Closing Date (Singapore Time)
1) Unit Price 2) Quotes/Lump sum price	This shall be submitted to the Authority using GeBIZ.	As indicated in the "Invitation to Tender".
1) Form of Tender 2) Information of Tenderers 3) Other supporting documents (e.g. sample of competency standard developed), if any.	This shall be submitted to the Authority using GeBIZ <u>or</u> tender box no. <b>A</b> indicated in the "Invitation to Tender" located at <b>1 Marina Boulevard, One Marina Boulevard #16-01, Singapore 018989</b>	As indicated in the "Invitation to Tender".

8. Where tenders are to be submitted using GeBIZ, Tenderers shall submit their tenders in accordance with the Terms and Conditions For Use Of The Government Electronic Business (GeBIZ).
9. Where the Instructions to Tenderers specify that a particular document is to be submitted through GeBIZ, the document may be submitted through GeBIZ without any handwritten signature. The Authority shall be entitled to rely on the use or entry of the prescribed Security Device (as defined in the Terms and Conditions For Use Of the Government Electronic Business) by the Tenderers or its representative(s) as the authorized signature of the Tenderer, as conclusive evidence of the authenticity of the submitted document and the authority of the originator of the submitted document.
10. Where tenders are to be submitted using tender box, tenders must be submitted in sealed envelopes. When forwarding tenders, the Tenderer shall specify clearly on the top left-hand corner of the envelope
- the Tender number
  - the closing date and time of the tender
  - the tender box number (if any) to which the tender must be delivered; and
  - the name and address of the Tenderer.

11. It will be the responsibility of the Tenderer to ensure delivery into the tender box, which is located at Singapore Workforce Development Agency, 1 Marina Boulevard #16-01, One Marina Boulevard, Singapore 018989. The Authority shall not be held responsible for putting tenders received through the post into the correct tender box by the closing time and date. Every effort, however, will be made by the Authority to promptly convey tenders received through the post into the tender box. Postage must be pre-paid on all tenders sent through the post.
12. The Authority reserves the right to reject tenders not submitted in accordance with the mode(s) of submission specified in the Instructions To Tenderers.
13. Any inconsistency or conflict arising between parts of the tenders submitted using GeBIZ and the tender box shall be resolved in favour of the parts submitted through GeBIZ.

### **Compliance with Instructions**

14. Tenders will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the Invitation to Tender. Any tender which attempts to vary the Form of Tender or 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.

### **Validity Period**

15. Tenders submitted shall remain valid for acceptance for the Validity Period specified in the Invitation to Tender and during such extension of the period as may afterwards separately be agreed to in writing by the Tenderer at the request of the Authority.

### **Withdrawal of Tender**

16. No tenders may be withdrawn after the closing date prescribed in the Invitation to Tender. Any Tenderer who attempts to do so may, in addition to any remedy which the Authority may have against him, be liable to be debarred from future Government tenders.

### **Acceptance of Tender**

17. The Authority shall be under no obligation to accept the lowest or any tender. The Authority shall normally not enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a tender.

18. The Authority reserves the right, unless the Tenderer expressly stipulates to the contrary in his tender, of accepting such portion of each tender as the Authority may decide.
19. The issue by the Authority of a Letter of Acceptance accepting the tender or part of the tender (see paragraph 18 for exception) shall create a binding Contract on the part of the Tenderer to supply to the Authority the Goods and/or Services offered in the tender. The Contract shall be governed by the Conditions of Contract. The Letter of Acceptance will be handed to or posted to the successful Tenderer's address as given in his tender and such handing or posting shall be deemed good service of such notice. The Authority may at its discretion require the Tenderer to sign a written agreement.
20. 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 his tender 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.

### **Language**

21. The tender and all supporting technical data and all documentation to be supplied by the Tenderer shall be written in the English language.

### **Confidentiality**

22. Except with the consent in writing of the Authority the Tenderer shall not disclose this Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Authority.
23. The Authority may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples or instructions issued by the Authority.

### **Ownership of Tender Documents**

24. All documents submitted by the Tenderer in response to this Invitation to Tender shall become the property of the Authority. However, intellectual property in the information contained in the tender submitted by the Tenderer shall remain vested in the Tenderer. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Tenderer and the Authority.

### **Alteration, Erasures or Illegibility**

25. Except for amendments to the entries made by the Tenderer himself which are initialed by the Tenderer, tenders bearing any other alterations or erasures and tenders in which prices are not legibly stated are liable to be rejected.

### **Authority's Clarifications of the Tenderer's Proposal**

26. In the event that the Authority seeks clarification upon any aspect of the Tenderer's proposal, the Tenderer shall provide full and comprehensive responses within seven (7) days of notification.

### **Expense of Tenderer**

27. In no case will any expense incurred by the Tenderer in the preparation of his tender be borne by the Authority.

### **The Goods and Services Tax (GST)**

28. The Tenderer shall not include in the rates and prices proposed in his tender, the Singapore Goods and Services Tax (GST) chargeable for the supply of Goods or Services required in the Tender. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said Goods and Services.
29. If the Contractor 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 Goods and Services provided pursuant to this Tender.

### **GST Registration**

30. The Tenderer shall declare his GST status in his tender. He shall clearly indicate whether he is, or whether he will be a taxable person under the GST Act. He shall, if available, furnish the GST registration number to the Authority.

31. A Tenderer who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person after the award of the Tender 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 Goods or Services made by him after his change in GST status.

### **Notification**

32. Notification will not necessarily be sent to unsuccessful tenderers by the Authority.

### **Applicable Law**

33. All tenders submitted pursuant to this Invitation to Tender and the formation of any resulting contracts shall be governed by the Applicable Law Clause in the Conditions of Contract.

### **Ownership Status of Tenderer**

34. The Tenderer shall provide full information on:
  - (a) the name and address of any person, company or corporation which owns, whether directly or indirectly, at least 50% of the total number of shares in the Tenderer;
  - (b) the number, percentage and class of shares held by such person, company or corporation.

### **Shortlisting Tenderers**

35. The Authority reserves the right to shortlist tenderers in accordance with the criteria set forth in the Invitation to Tender; and give those so shortlisted the opportunity to submit new or amended tenders on the basis of the Authority' revised requirements, in accordance with a common deadline.
36. The tenders received based on the firm and updated requirements shall form the basis of the final tender evaluation. The tenders received in the final round shall be complete and comprehensive, and shall over-ride all tender proposals previously submitted. The final offer shall not make references to previous offers. All the tender proposals received in the previous rounds shall be treated as lapsed. Such final offers shall be submitted in sealed envelopes and deposited in the tender box as instructed.

## Consortium

37. As used in this Invitation to Tender, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.
38. The following shall apply if a tender is submitted by a Consortium:
- (a) Each member of the Consortium shall be a business organization duly organized, 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, any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.
  - (d) The following documents must be submitted with this tender:
    - (i) A certified copy of the consortium or partnership agreement, signed by all members of the Consortium,
    - (ii) **The tender is to be submitted by a member of the Consortium ("Lead Member").** Documentary proof must be provided that the Lead Member is authorised by all members of the Consortium to submit, sign the tender, receive instruction, give any information, accept any contract and act for and on behalf of all the members of the Consortium. The documentary proof could be in the form of:
      - (1) relevant provision(s) in the certified copy of the consortium or partnership agreement, or
      - (2) certified copies of powers of attorney from each members of the Consortium.
  - (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 awards the Contract to a Consortium:
- (i) The Letter of Acceptance may be through GeBIZ or handed to or posted to the address of the Lead Member of the Consortium given in the tender.
  - (ii) The issue 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 together with the Authority's Letter of Acceptance, shall constitute a binding Contract on all the members of the Consortium.
  - (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, then the surviving member(s) of the Consortium shall be obliged to carry out and complete the Contract.

### **Corrigenda to Invitation to Tender**

39. The Authority reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Tender at any time prior to the closing date of the Tender.

### **Disclaimer**

40. This Invitation to Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. The Authority shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate. For avoidance of doubt, the "information" mentioned in this paragraph excludes the Conditions of Contract and Requirement Specifications.