

**OFFICIAL (OPEN), NON-SENSITIVE**

**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. [INTENTIONALLY LEFT BLANK]**

**3. Eligibility**

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.

**4. Submission of Tender**

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- 4.2 [INTENTIONALLY LEFT BLANK]

- 4.3 [INTENTIONALLY LEFT BLANK]

- 4.4 [INTENTIONALLY LEFT BLANK]

- 4.5 The Board reserves the right to reject tenders not submitted in accordance with the mode(s) of submission specified in the Invitation to Tender. Further, the Board does not accept and will reject tenders which require the Board to download any information or document(s) in connection with the tender via download links or otherwise from any websites including but not limited to online file hosting, sharing or storage websites.

- 4.6 [INTENTIONALLY LEFT BLANK]

**5. Compliance with Instructions**

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 or documents of the Invitation to Tender or does not comply with these instructions and/or with any other instructions stipulated in the Invitation to Tender is liable to be rejected. Incomplete Tender submissions shall be invalid. In consideration of the Tenderer agreeing to abide by these instructions in the Invitation to Tender, the Board shall evaluate the tenders fairly and in accordance with the said instructions.

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### **6. Validity Period**

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 Board.

### **7. Withdrawal of Tender**

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 Board may have against him, be liable to be debarred from future Government tenders.

### **8. Compliance With Part Numbers**

If the Board has, in this Invitation to Tender, stated the Part Numbers of the Goods required and the Tenderer wishes to offer an item which does not correspond with any of the stated Part Numbers, the offer by the Tenderer shall, for the purposes of Clause 9 hereof be deemed to be non compliant with technical requirements.

### **9. Compliance with Technical Requirements**

The Tenderer shall provide explicit responses of compliance or non-compliance with any other technical requirements enclosed in this Invitation to Tender. In the event of any non-compliance with the technical requirements, the Tenderer shall satisfy the Board (by providing a certification from the manufacturer of the item offered or a copy of the relevant extract from any reputable publication citing clearly its title and edition) that the form, fit and function of the items offered are equivalent to the Goods required and that they are interchangeable. Where the Tenderer fails to satisfy the Board in the manner above, the tender is liable to be rejected.

### **10. Acceptance of Tender**

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, unless the Tenderer expressly stipulates in its Tender Offer that certain parts of the Tender Offer are to be treated as indivisible. The prices shall be adjusted in accordance with the schedules of prices set out in the Tender Offer.

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 to the successful Tenderer's address as given in their tender by hand or by post.

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

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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 their principal.

10.6 The Authority shall have the right to accept the Tender Offers of one or more Tenderers.

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12. [INTENTIONALLY LEFT BLANK]

13. [INTENTIONALLY LEFT BLANK]

### 14. **Language**

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

### 15. **Export Approval**

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

### 16. **Confidentiality**

16.1 Except with the consent in writing of the Board the Tenderer shall not disclose this Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Board.

16.2 The Board may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples or instructions issued by the Board.

### 17. **Ownership of Tender Documents**

All documents submitted by the Tenderer in response to this Invitation to Tender shall become the property of the Board. 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 Board.

### 18. **Alteration, Erasures or Illegibility**

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

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**19. Authority's Clarifications of the Tenderer's Proposal**

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 seven (7) days of notification.

**20. Expense of Tenderer**

In no case will any expense incurred by the Tenderer in the preparation of their tender be borne by the Board.

**21. [INTENTIONALLY LEFT BLANK]**

**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. The Tenderer further agrees that its Tender Offer shall constitute the Tenderer's binding offer to the Authority for the supply of the Goods and Services.

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 to meet the requirements as specified in the Requirement Specifications irrespective of whether such items, works and/or services have been specifically listed or priced in the Tender Offer.

22.5 The Tenderer shall notify the Authority in writing of 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 at least seven (7) days before the Closing Date and Time.

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.

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**23. Notification**

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

**24. Applicable Law**

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

**25. Ownership Status of Tenderer**

25.1 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.

**26. Shortlisting Tenderers**

The Board 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 Board's revised requirements, in accordance with a common deadline. 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.

**27. Consortium**

27.1 As used in this Invitation to Tender, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

27.2 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 Board.
- (d) The following documents must be submitted with this tender:

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- (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 Board may send any notice, request, clarification or correspondence.
- (f) If the Board 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 Board 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 Board for the due performance of the Contract.
  - (iv) As and when requested by the Board, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the Board. Until the said formal agreement is prepared and executed, the Consortium's tender together with the Board'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.

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**28. Corrigendum to Invitation to Tender**

The Board 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.

**29. Disclaimers**

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 Board 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.

**30. Whistleblowing Framework**

The Board provides contractors with a platform to report any wrong-doings, unlawful conduct or malpractices of STB staff that are against the public interest. **Contractors can refer to the Board’s Whistleblowing Framework as attached separately in or on [STB corporate website](#).**