

PART 1 - SECTION A
INSTRUCTIONS TO TENDERERS

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1. INTERPRETATION

- 1.1 Defined terms referred to in this Outcome-Based Procurement shall have the same meanings as those given in **Part 1 Section C Conditions of Contract for Final Award**.

2. OUTCOME-BASED PROCUREMENT OVERVIEW

- 2.1 The Outcome-Based Procurement scheme arises from an innovation procurement initiative launched by the Info-Communications Development Authority of Singapore. The aim of the Outcome-Based Procurement scheme is to cater for collaboration between the Government and ICT suppliers to enable co-development of ICT solutions to better meet the Government's outcomes and objectives.

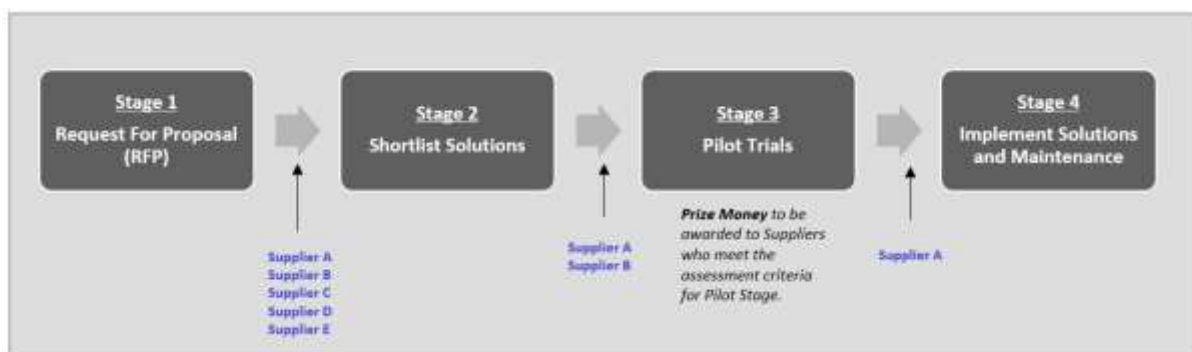
- 2.2 The Outcome-Based Procurement scheme envisages two phases:

- a) **Phase I:** Invitation to submit proposal and development of Pilot Trial as follows:
- i. **Stage 1** – The Government issues an Outcome-Based Procurement in both Gov-PACT Portal and GeBIZ. The Call-for Solution will specify the Government's needs using outcome-based specifications, and invite Tenderers to submit proposals to address the Government's needs. Tenderers' proposals are to be submitted in accordance with the Instructions to Tenderers. In this Outcome-Based Procurement, the Government's specifications are set out in **Part 2 OBP Specifications**.
- b) **Phase II:** Conduct of Pilot Trials and Final Award. Phase II consists of two stages:
- i. **Stage 2** – The Government will issue Letter(s) of Award for Pilot Trial to Tenderers who have been shortlisted in Stage 1. This constitutes a binding agreement between the Government and such awarded Tenderer to conduct pilot trials in the Government's defined testing environment in accordance with the terms set out in the Outcome-Based Procurement. The Letter of Award for Pilot Trial does not constitute a final award to the Tenderer to supply the proposed solution, and the Government is not obliged to award to any such Tenderer a Letter of Final Award. A prize money based on **Schedule 1 of Part 1 Section B Conditions of Contract for Pilot Trial** will be given to the shortlisted Tenderers upon the completion of milestones indicated.
 - ii. **Stage 3** – After the conclusion of the pilot trials, the Government may in its discretion grant Letter(s) of Final Award for the supply of the Proposed Solution to one or more Tenderers. Once the Letter of Final Award is granted, a binding agreement between the Government and the successful Tenderer for the supply, delivery, installation, testing and commissioning of the proposed solution is created.

- iii. **Stage 4** – The Government may exercise an option for the support and maintenance of the Solution. The Tenderer's attention is drawn to the Conditions of Software Maintenance and Support.

2.3 In this Outcome-Based Procurement, it is envisaged that Phase I will last approximately four months, Stage 3 will last approximately 14 weeks for Pilot Trial implementation and Stage 4 will last approximately 14 weeks for Full Implementation. These are, however, indicative timelines only and the Government is not bound thereby.

2.4 **For illustration purposes only**, the following diagram sets out the various stages of the Outcome-Based Procurement process:



3. EVALUATION CRITERIA

3.1 Tenderers shall refer to Part 4 Evaluation Criteria for details on the evaluation criteria for this Outcome-Based Procurement.

4. ELIGIBILITY

4.1 Any company or business who is currently debarred from participating in Government tenders is not eligible to participate in this Outcome-Based Procurement. Where a Tenderer is debarred after the submission of his Proposal, the Tenderer shall not be eligible to be awarded the Letter of Award for Pilot Trial or Letter of Final Award. If a Proposal is submitted without explicitly mentioning that the Tenderer is currently debarred, the Government shall treat the submission of the Proposal as an express continuing declaration by the Tenderer that the Tenderer is eligible to participate in this Outcome-Based Procurement and, if such a declaration is discovered to be false, the Government shall be entitled to rescind any contracts entered into pursuant to this Outcome-Based Procurement, without the Government being liable therefor in damages or compensation.

5. SUBMISSION OF PROPOSAL

- 5.1 Tenderers shall submit their Proposals in accordance with the following mode(s) of submission:

Information or document(s) in Proposal	Mode of Submission	Closing Date (Singapore time)
Refer to Part 3 Guidelines for OBP Submission	This shall be submitted to the Government using Gov-PACT Portal.	28 February 2020, 1600hr

5.2 Proposals submitted using Gov-PACT Portal

- 5.2.1 Tenderers shall refer to the Gov-PACT innovation call page for submission instructions.

6. INVALID PROPOSALS

- 6.1 Proposals received after the Closing Date and Time shall be disqualified.

7. COMPLIANCE WITH INSTRUCTIONS

- 7.1 Proposals will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in this Outcome-Based Procurement. Any Proposal which attempts to vary the **Form of OBP Proposal, Conditions of Contract for Pilot Trial** or **Conditions of Contract for Final Award** is liable to be rejected. In consideration of the Tenderer agreeing to abide by the instructions in this Outcome-Based Procurement, the Government shall evaluate the Proposal fairly and in accordance with the said instructions.

8. VALIDITY PERIOD

- 8.1 Proposals submitted shall remain valid for acceptance for the validity period specified in this Outcome-Based Procurement and during such extension of the period as may afterwards separately be agreed to in writing by the Tenderer at the request of the Government.

9. WITHDRAWAL OR MODIFICATION OF PROPOSAL

- 9.1 No Proposal may be withdrawn after the Closing Date and Time. Any Tenderer who attempts to do so may, in addition to any remedy which the Government may have against him, be liable to be debarred from future Government tenders.

- 9.2 No change or modification shall be made to the proposed Solution offered at the time of submission of the Tenderer's Proposal and thereafter unless the prior written consent of the Government has been obtained.

10. OBP SPECIFICATIONS

- 10.1 The Solution and other goods and services offered under the Proposal shall conform with **Part 2 OBP Specifications**. The Tenderer shall ensure accuracy of the information provided.

11. OTHER REQUIREMENTS

- 11.1 The Tenderer shall include in his Proposal an Implementation Plan, which shall show the time schedule and sequence of events for:

- a) conduct of a Pilot Trial pursuant to Clause 19 of this Instructions to Tenderers and the Conditions of Contract for Pilot Trial; and
- b) delivery, installation and commissioning dates of Solution Software, including the length of time required for the Solution to be commissioned from the date of issue of a Letter of Final Award.

- 11.2 The Tenderer shall, if applicable, state the country of origin, place of manufacture and the registered name and address of the manufacturer of the Solution in his Proposal.

- 11.3 The Tenderer must submit in his Proposal, Acceptance Test Procedures, in accordance with Clause 23 and **Schedule 6 of Part 1 Section C Conditions of Contract for Final Award**.

11.4 Experience of Tenderer

- a) The Tenderer shall enclose copies of his company annual reports for the last three (3) years, if available.
- b) The Tenderer or, where a person is submitting the Proposal as an agent, the person's principal, shall furnish full particulars including names of organisations which have been supplied with its offered products as well as quantities supplied within the last two (2) years.
- c) The Tenderer must submit all names and particulars of its personnel assigned to the Proposal for vetting by the Government. Such personnel shall not commence work whether at Stage 2, Stage 3 or Stage 4 of this Outcome-Based Procurement unless approval is given in writing by the Government.

11.5 Training

- a) The Tenderer shall submit to the Government a full and comprehensive training proposal in his Proposal. The Tenderer's attention is drawn to **Part 2 OBP Specifications**.
- b) The cost of training should be included in the price quoted for the supply of the Solution. A cost breakdown of the details shall be given including the cost of tuition, accommodation, airfare and other elements of the cost of training where applicable.

12. OPTION FOR MAINTENANCE

- 12.1 The Tenderer must include in his Proposal, an option for the support and maintenance of the Solution during the Life Span of the Solution and the Tenderer's attention is drawn to **Part 1 Section D Conditions of Software Maintenance and Support**.
- 12.2 The successful Tenderer may, at the Government's option, be required to enter into a maintenance agreement with the Government after the expiry of the Solution Warranty Period and on terms no less favorable to the Government than those contained in **Part 1 Section D Conditions of Software Maintenance and Support**.
- 12.3 This option for maintenance shall be valid for a period of **sixty (60)** months commencing from the date of issue of the Letter of Final Award. This option, if exercised, shall be based on terms no less favorable to the Government than those contained in **Part 1 Section D Conditions of Software Maintenance and Support** and any other terms that the Government and the Tenderer may mutually agree in writing.

13. PROPOSAL PRICE

- 13.1 The Tenderer shall quote in Singapore Dollars in his Proposal the all-in firm prices for:
 - a) the supply of the proposed Solution (Final Award for Full Implementation and Options for Maintenance),

based on the payment terms specified in, Clause 5 of **Part 1 Section C Conditions of Contract for Final Award** respectively.
- 13.2 The quote for the supply of the proposed Solution shall:
 - a) itemise the price of the items which comprise the Solution and the services in the format provided in **Part 3 Guidelines for OBP**;
 - b) include all the items of Hardware and Software which are required for the operation of the Solution so that the Solution will provide the facilities and functions set out in **Part 2 OBP Specifications**; and

c) include maintenance and support services for the Software during the Solution Warranty Period.

13.3 The prices quoted by the Tenderer in his Proposal for the supply of the Solution shall be held firm for a period of **sixty (60)** calendar months from the Commissioning Date of the Solution. During this period the Government may purchase additional items, equipment or services whose prices are itemised at the price quoted in the Tenderer's Proposal.

14. SUFFICIENCY OF PROPOSAL PRICE

14.1 The Tenderer shall satisfy himself before tendering as to the correctness and sufficiency of his Proposal for the development, delivery and demonstration of the Pilot Trial and all matters and things necessary for the proper execution and completion of the supply of goods and services under this Outcome-Based Procurement including any duties, customs and excise, licenses, transport and insurance expenses.

14.2 The Tenderer shall notify the Government in writing of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the contract documents that may at any time be found. If the Tenderer discovers any ambiguity, discrepancy, conflict, inconsistency or omission in any contract document, the Tenderer shall notify and seek clarification about the same from the Government at least seven (7) days from the Closing Date of this Outcome-Based Procurement.

14.3 The Tenderer shall be held to have been thoroughly acquainted by his own independent observations and enquiries with the nature, extent and practicality of the Works and all other matters which can in any way influence his Proposal price.

14.4 The Proposal price shall be deemed to have included the delivery of all items to meet the requirements as specified in **Part 2 OBP Specifications** irrespective of whether such items have been listed or priced in the Tenderer's Proposal.

15. GOODS AND SERVICES TAX

15.1 Tenderers shall not include in the rates and prices proposed in their Proposals, the Singapore Goods and Services Tax ("GST") chargeable for the supply by the Tenderer to the Government of goods, services or works required in this Outcome-Based Procurement. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said goods, services or works. If the Supplier is a taxable person under the Goods and Services Tax Act, the Government shall reimburse the Supplier the GST charged on the supply by the Supplier to the Government of goods, services or works pursuant to this Outcome-Based Procurement.

16. GST REGISTRATION

- 16.1 The Tenderer shall declare his GST status in his Proposal. He shall clearly indicate whether he is, or will be, a taxable person under the *Goods and Services Tax Act*. He shall, if available, furnish the GST registration number to the Government.
- 16.2 A Tenderer who declares himself to be a non-taxable person under the *Goods and Services Tax Act* but who becomes a taxable person at any time thereafter shall forthwith inform the Government of his change in GST status. He shall be entitled to reimbursement by the Government of any GST charged on the supply by him of goods, services or works, where such supply takes place after his change in GST status.

17. SHORTLISTING TENDERERS

- 17.1 The Government reserves the right to shortlist Tenderers to proceed to Stage 3 and Stage 4 of this Outcome-Based Procurement in accordance with the evaluation criteria set forth in **Part 2 OBP Specifications**. A single or multiple Tenderers may be shortlisted to proceed to Stage 3 or Stage 4.
- 17.2 In the interests of ensuring that the proposed Solution better meets the outcomes specified in the OBP Specifications, the Government may request the Tenderer to make amendments to fine-tune the proposed Solution prior to proceeding to Stage 4. Should the Tenderer agree to make the requested amendments, an award to supply the proposed Solution at Stage 4 refers to the proposed Solution which incorporates such amendments.
- 17.3 The Government reserves the right to give the shortlisted Tenderers in any Stage the opportunity to submit new or amended Proposals on the basis of the Government's revised requirements, in accordance with a common deadline. Proposals received based on the Government's revised OBP Specifications shall form the basis of the tender evaluation for that stage. Such new or amended Proposals submitted by the Tenderers:
- a) shall be complete and comprehensive;
 - b) shall not make references to the previous Proposals;
 - c) shall supersede all Proposals previously submitted; and
 - d) shall be submitted as instructed.

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19. PILOT TRIAL

- 19.1 After evaluating the tender proposals, the Government may issue Letter(s) of Award for Pilot Trial accepting the Tenderer's offer to conduct the Pilot Trial, which shall create a binding contract on the part of the awarded Tenderer to conduct the Pilot Trial on the basis set out in this Outcome-Based Procurement and his Proposal. **Part 1 Section B Conditions of Contract for Pilot Trial** shall apply to such contract.
- 19.2 The Government reserves the right to award more than one Letter of Award for Pilot Trial to Tenderers as the Government deems fit in its sole discretion.
- 19.3 Issuance of a Letter of Award for Pilot Trial does not constitute a final award to the Tenderer to supply the Solution pursuant to this Outcome-Based Procurement, and the Government is not obliged to issue to any such shortlisted Tenderer a Letter of Final Award.
- 19.4 The Government reserves the right not to shortlist the lowest priced or incomplete Proposal or any Proposal.
- 19.5 The Government reserves the right not to shortlist any Shortlisted Tenderer which fails to conduct the Pilot Trial in accordance with the Pilot Trial Contract.
- 19.6 The Letter of Award for Pilot Trial may be awarded:
- a) through Gov-PACT Portal or GeBIZ to the relevant Tenderer; or
 - b) to the relevant Tenderer's address as given in his Proposal, by hand or by post.

Such issuance of the Letter of Award for Pilot Trial through Gov-PACT Portal or GeBIZ, by hand, or by post shall be deemed to be effective communication of acceptance.

- 19.7 Where the Tenderer's office is outside Singapore, the Tenderer may also be informed by telex or fax, where possible.
- 19.8 The Government may at its discretion require the Tenderer to sign a written agreement in the form set out in Schedule 2 of **Part 1 Section B Conditions of Contract for Pilot Trial**. In the event that the Tenderer is a duly authorised agent, the formal agreement is to be executed with the principal.

20. FINAL AWARD

- 20.1 Upon conclusion of the Pilot Trial(s), the Government may issue a Letter of Final Award to a Tenderer which shall create a binding contract on the part of the awarded Tenderer to supply the Solution and goods and/or services offered in his Proposal to the Government. **Part 1 Section C Conditions of Contract for Final Award** shall apply to such contract.

- 20.2 The Government shall have the right to issue a Letter of Final Award to one or more Tenderers. Notwithstanding the foregoing and for the avoidance of doubt, the Government is not obliged to award any Letter of Final Award as it deems fit in its sole discretion.
- 20.3 The Government reserves the right not to accept the lowest priced or incomplete Proposal or any Proposal.
- 20.4 The Letter of Final Award may be issued:
- a) through GeBIZ to the relevant Tenderer; or
 - b) to the relevant Tenderer's address as given in his Proposal, by hand or by post.
- Such issuance of the Letter of Final Award through GeBIZ, by hand, or by post shall be deemed to be effective communication of acceptance.
- 20.5 When issuing the Letter of Final Award, the Government may:
- a) exclude Software maintenance and support from the Contract; or
 - b) accept the whole or any part(s) of the Proposal;
- and the Contract Price shall be adjusted in accordance with the schedule of prices set out in the Proposal.
- 20.6 Where the Tenderer's office is outside Singapore, the Tenderer may also be informed by telex or fax, where possible.
- 20.7 The Government may at its discretion require the Tenderer to sign a written agreement in the form set out in Schedule 3 of **Part 1 Section C Condition of Contract for Final Award**. In the event that the Tenderer is a duly authorised agent, the formal agreement is to be executed with the principal.

21. DOCUMENTATION

- 21.1 The Tenderer shall comply to the clauses stated in **Part 2 OBP Specifications, Clause 7 Documentations**.

22. UNDERTAKING BY OEM

- 22.1 The Tenderer who has been awarded a Letter of Final Award, if he is not the manufacturer of the hardware, software or other items which he proposes to supply under his Proposal, shall if required by the Government, obtain an undertaking from the Original Equipment Manufacturer (OEM) or software proprietor to be executed in favour of the Government to guarantee supply of spare parts and support throughout the entire Life-Span of the Solution.

23. SAMPLE

- 23.1 Where this Outcome-Based Procurement specifies that samples (e.g. of goods and/or packages) shall be submitted as evidence of the type and quality of items offered in the Proposal, such samples shall be delivered at the site and by the date and time stipulated in this Outcome-Based Procurement and should be marked clearly with the Outcome-Based Procurement reference number, item number and the name of the Tenderer. Where samples are required, failure to provide the required samples by the stipulated date and time may render the Proposal liable to be disqualified.
- 23.2 The Tenderer shall indicate, when submitting the samples, whether he wishes the samples to be returned. If no indication is given, the Government shall not be obliged to return any samples to the Tenderer. Notwithstanding the above, risk of loss or damage to the samples shall at all times remain with the Tenderer and where the samples are to be subject to destructive testing, such samples shall not be returned to the Tenderer.
- 23.3 All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to the Government shall be borne by the Tenderer.

24. SPECIFICATIONS, PATTERNS, SAMPLES OR DRAWINGS

- 24.1 Any specifications, patterns, samples or drawings specified in this Outcome-Based Procurement will be available for inspection by the Tenderer at the address specified in the Covering Letter of this Outcome-Based Procurement during normal working hours up to the Closing Date and Time.

25. LANGUAGE

- 25.1 The Proposal including all data, documents, catalogues etc. must be written in easily comprehensible English Language.

26. EXPORT APPROVAL

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

27. CONFIDENTIALITY

- 27.1 Except with the consent in writing of the Government, the Tenderer shall not disclose to any person this Outcome-Based Procurement, or any of its provisions, or any

specifications, plans, drawings, patterns, samples or information issued by the Government.

- 27.2 The Government may require an unsuccessful Tenderer to return or destroy any specifications, plans, drawings, patterns, samples or instructions issued by the Government.

28. OWNERSHIP OF PROPOSAL DOCUMENTS

- 28.1 All documents submitted by the Tenderer in response to this Outcome-Based Procurement shall become the property of the Government. However, intellectual property in the information contained in the Proposal 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 Government.

29. ALTERATION, ERASURES OR ILLEGIBILITY

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

30. GOVERNMENT'S CLARIFICATIONS OF PROPOSAL

- 30.1 In the event that the Government seeks clarification upon any aspect of a Proposal, the Tenderer shall provide full and comprehensive response within three (3) days of notification.

31. EXPENSE OF TENDERER

- 31.1 In no case will any expense incurred by a Tenderer in the preparation of his Proposal be borne by the Government.

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33. APPLICABLE LAW

- 33.1 All Proposals submitted pursuant to this Outcome-Based Procurement and the formation of any resulting contract shall be governed by the laws of the Republic of Singapore.

34. CANVASSING

- 34.1 Canvassing shall render the Proposal invalid. In the event of any canvassing being discovered after the issuance of a Letter of Award for Pilot Trial and/or Letter of Final Award, the Government shall be entitled to rescind the contract(s).

35. OMISSIONS/ERRORS

- 35.1 Tenderers are advised to study this Outcome-Based Procurement very carefully before finalising their Proposals for submission. The onus is on the Tenderer to ensure that a complete Proposal is submitted.
- 35.2 The Government shall not entertain any request made after the Outcome-Based Procurement has closed for bid variation or submission of additional quotes for items left out in the original submission on any ground whatsoever.
- 35.3 The Tenderer shall be solely responsible for all such omissions/errors.

36. COPYRIGHT

- 36.1 The Government reserves to itself all copyrights in this Outcome-Based Procurement.

37. AGENCY

- 37.1 The person who is submitting offers on behalf of his principal must submit an irrevocable Power of Attorney from his principal, properly notarised, duly authorising him to tender on his Principal's behalf. Failure to do so will invalidate his Proposal.

38. SECURITY DEPOSIT

- 38.1 The successful Tenderer may be required to provide a Security Deposit in accordance with **Part 1 Section C Conditions of Contract for Final Award**, as the case may be.

39. ADDITIONAL CONDITIONS

- 39.1 The Government reserves the right to issue supplementary Outcome-Based Procurement terms and conditions of contract at any time prior to the Closing Date and Time of this Outcome-Based Procurement.
- 39.2 Any additional information or clarification of any part of the Proposal submitted in writing by the Tenderer prior to the issuance of the Letter of Award for Pilot Trial or Letter of Final Award (as the case may be) which do not derogate from the Government's rights under the terms and conditions specified and implied in Part 1 of

this Outcome-Based Procurement shall, if accepted by the Government, form part of the Tenderer's Proposal and shall become part of the Pilot Trial Contract or the Contract (as the case may be).

- 39.3 No action or communication by the Government or the Tenderer pursuant to this Clause 39 shall have the effect of revoking or invalidating the Tenderer's original Proposal.

40. ENQUIRIES

- 40.1 Should a Tenderer have any enquiries on any aspect of this Outcome-Based Procurement or wishes to request for extension of the validity period, he should write or call the contact person as stated in the Covering Letter of this Outcome-Based Procurement at least seven (7) days from the Closing Date of this Outcome-Based Procurement.

- 40.2 No oral representation shall be:

- a) accepted or construed as modifying or varying any of the provisions, terms or conditions in this Outcome-Based Procurement; or
- b) binding on the Government.

41. PAYMENT THROUGH INTERBANK GIRO

- 41.1 The Tenderer shall indicate clearly in his Proposal, whether he wishes to be paid by Interbank GIRO if his Proposal is accepted by the Government.

- 41.2 If the Tenderer indicates that he wishes to be paid by Interbank GIRO, he shall provide the Government with the following information in his Proposal:

- a) name of bank used by Tenderer; and
- b) Tenderer's bank account number.

- 41.3 All bank charges associated with payment by Interbank GIRO shall be borne by the Tenderer.

42. OUTCOME-BASED PROCUREMENT BRIEFING

- 42.1 A briefing will be held on 20 January 2020 at 1600hr at Enterprise Singapore, 1 Fusionopolis Walk, #01-02 South Tower, Solaris, Singapore 138628, Apex room for all Tenderers.

- 42.2 Tenderers are required to confirm their attendance with Liu Yang, LIU_Yang@enterprisesg.gov.sg by email which must arrive on or before 19 January

2020. Tenderers shall indicate the number of people attending the briefing, their name and designations.

43. CONSORTIUM

43.1 As used in this Outcome-Based Procurement, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.

43.2 The following shall apply if a Proposal 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 a Proposal, any introduction of, or changes to, Consortium membership must be approved in writing by the Government.
- d) The following documents must be submitted with the Proposal:
 - i. A certified copy of the consortium or partnership agreement, signed by all members of the Consortium,
 - ii. The Proposal 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 Proposal, receive instructions, 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:
 - (A) relevant provision(s) in the certified copy of the consortium or partnership agreement, or
 - (B) 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 Government may send any notice, request, clarification or correspondence.
- f) If the Government issues a Letter of Award for Pilot Trial to the Consortium:

- i. The Letter of Award for Pilot Trial may be through Gov-PACT Portal or GeBIZ or handed to or posted to the address of the Lead Member of the Consortium given in the Proposal.
- ii. The issue by the Government of the Letter of Award for Pilot Trial 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 Government for the due performance of its obligations under the relevant contract.
- iv. As and when requested by the Government, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the Government. Until the said formal agreement is prepared and executed, the Consortium's Proposal together with:
 - (A) the Government's Letter of Award for Pilot Trial shall constitute a binding contract on all the members of the Consortium to conduct the Pilot Trial; and,
 - (B) the Government's Letter of Final Award shall constitute a binding Contract on all the members of the Consortium to supply the Solution,in accordance with the terms set out in this Outcome-Based Procurement and the Consortium's Proposal.
- 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 relevant contract.

44. DISCLAIMER

- 44.1 This Outcome-Based Procurement may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarification they think necessary. The Government shall not be liable to any Tenderer for any information in this Outcome-Based Procurement which is incomplete or inaccurate.