**INSTRUCTIONS TO TENDERERS**

1. **INTERPRETATION**

The meaning and definition of terms shall be the same as those found in Clause 1 of the Conditions of Contract.

1. **ELIGIBILITY** 
   1. All persons or entities who are debarred from participating in IPI and/or public sector Invitation to Quote or Tender Offers are disqualified from participating in this Invitation-to-Tender. Where a person or entity is debarred after the submission of the Tender Offer, the person or entity shall not be considered for the award of the Contract. If for any reason IPI awards the Contract to any such person or entity, IPI may, at any time, rescind the Contract. In such an event, IPI shall not be liable for any damages or compensation to such person or entity.
2. **SUBMISSION OF TENDER OFFER** 
   1. Tender Offer shall be submitted in accordance with the following mode(s) of submission:

|  |  |  |
| --- | --- | --- |
| **Information or document(s) in Tender Offer** | **Mode of Submission** | **Closing Date and Time (Singapore time)** |
| All documents of the Tender  Proposal (including but not  limited to the following):  1. Proposal  2. Pricing Schedule  3. Tenderer’s Particulars | Electronic Mail | Please refer to the closing date and time in the Invitation-to-Tender document. |

1. **COMPLIANCE WITH INSTRUCTIONS**

4.1 Tender Offer will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the Invitation-to-Tender. Any Tender Offer which attempts to vary any of the documents in the Invitation-to-Tender is null and void and shall be rejected.

4.2 A Tenderer wishing to quote for an alternative to an item shown in the Invitation-to-Tender may only do so by giving full particulars, including the applicable price thereof, in his Tender Offer.

4.3 Tender Offer received after the closing date and time shall be disqualified.

**5. VALIDITY PERIOD**

5.1 Tender Offers submitted shall remain valid for acceptance for the price validity period specified in the Invitation-to-Tender and during such extension of the period as may be agreed in writing by the Tenderer at the request of IPI.

**6. WITHDRAWAL OF TENDER OFFER**

6.1 No Tender Offer may be withdrawn after the closing date prescribed in the Invitation-to-Tender.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 IPI may have against him, be liable to be debarred from future Tender Offers.

**7. REQUIREMENT SPECIFICATIONS**

7.1 The Works supplied shall strictly meet the requirements and specifications as set out in the Requirement Specifications.

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

**8. TENDER OFFER PRICE**

8.1 The Tenderer shall quote the all-in firm prices for the proposed Equipment and Works based on the payment terms specified in Clause 25 of the Conditions**.** All prices shall be evaluated based on Singapore Dollars. For prices Tender Offered in currency other than Singapore Dollars, the rate for conversion to Singapore Dollars for the purposes of price evaluation shall be the currency exchange rate for the day before the closing date for the Invitation-to-Tender, as specified in the Monetary Authority of Singapore website.

**9. GOODS AND SERVICES TAX**

9.1 Tenderers shall not include in the rates and prices proposed in their Tender Offers, the Goods and Services Tax (“GST”) chargeable for the supply by the Tenderer to IPI of the Works required in the Tender Offer. All rates and prices quoted shall be exclusive of the GST. IPI shall reimburse the Contractor any GST charged on the supply by the Contractor to IPI of the Works.

**10. GST REGISTRATION**

10.1 The Tenderer shall declare his GST status in his Tender Offer. He shall clearly indicate whether he is, or whether he will be a taxable person under the Goods and Services Tax Act. He shall, if available, furnish the GST registration number to IPI.

10.2 A Tenderer who declares himself to be a non-taxable person under the Goods and Services Tax Act but who becomes a taxable person after acceptance of his Tender Offer shall forthwith inform IPI of his change in GST status. He shall be entitled to reimbursement by IPI of any GST charged on the supply by him of the Works, where such supply takes place after his change in GST status.

**11. SUFFICIENCY OF TENDER OFFER PRICE**

11.1. The Tenderer shall satisfy himself before tendering as to the correctness and sufficiency of his Tender Offer for the supply of the Works and all matters and things necessary for the proper execution and completion of the supply regardless of whether such matters or things were specifically set out in the Invitation-to-Tender.

11.2 The Tenderer shall notify IPI in writing of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the Invitation-to-Tender documents that may at any time be found. If the Tenderer discovers any ambiguity, discrepancy, conflict, inconsistency or omission in any Invitation-to-Tender document, the Tenderer shall notify and seek clarification about the same from IPI at least seven (7) days from the closing date of the Invitation-to-Tender.

11.3 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 required and all other matters which can in any way influence his Tender Offer price.

11.4 The Tender Offer price shall be deemed to have included the delivery of all items and/or the performance of all services to meet the requirements as specified in the Requirement Specifications irrespective of whether such items and/or services have been specifically listed or priced in the Tender Offer.

**12. DOCUMENTATION**

12.1 The Tenderer shall supply and deliver documentation pursuant to Clause 7.3 of the Conditions. The Tenderer shall list out the documents that will be so provided.

12.2 During Tender Offer evaluation, the Tenderer shall supply one (1) of available documentation on request by IPI.

**13. LANGUAGE**

13.1 The Tender Offer including all data, documents, catalogues etc. must be written in easily comprehensible English Language.

**14. CONFIDENTIALITY**

14.1 Except with the consent in writing of IPI, the Tenderer shall not disclose to any third party this Invitation-to-Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by IPI.

14.2 IPI may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples or instructions issued by IPI.

**15. EXPORT APPROVAL**

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

**16. OWNERSHIP OF TENDER OFFER DOCUMENTS**

16.1 All documents submitted by the Tenderer in response to the Invitation-to-Tender shall become the property of IPI.

16.2 All ideas, concepts and information contained or reflected in any Tender Offer submitted shall not be considered to be of a confidential nature and IPI shall be entitled to disclose and make use of such ideas, concepts and information or any part thereof.

16.3 IPI reserves to itself all copyright in the Invitation-to-Tender.

**17. ALTERATION, ERASURES OR ILLEGIBILITY**

17.1 Except for amendments to the entries made by the Tenderer himself 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.

**18. CLARIFICATIONS OF TENDER OFFER AND PRESENTATION BY TENDERER**

18.1 In the event that IPI seeks clarification upon any aspect of the Tender Offer, the Tenderer shall provide full and comprehensive response within seven (7) days of notification or such other time frame as may be notified by IPI to the Tenderer.

18.2 The Tenderer shall, on the request of IPI, make a presentation before IPI on such aspects of his Tender Offer as may be required by IPI.

**19. EXPENSE OF TENDERER**

19.1 In no case will any expense incurred by a Tenderer in the preparation of his Tender Offer be borne by IPI.

**20. NOTIFICATION**

20.1 IPI shall not be obliged to send any notification to unsuccessful Tenderers.

**21. APPLICABLE LAW**

21.1 All Tender Offers submitted pursuant to this Invitation-to-Tender and the formation of any resulting contract shall be governed by Clause 29 of the Conditions.

**22. OWNERSHIP STATUS OF TENDERER**

* 1. The Tenderer shall provide full information on

1. 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; and
2. the number, percentage and class of shares held by such person, company or corporation.

**23. CANVASSING**

23.1 Canvassing shall render the Tender Offer invalid. In the event of any canvassing being discovered after the acceptance of the Tender Offer, IPI shall be entitled to rescind the contract awarded without being liable to pay any damages or compensation. In addition, such Tenderer may be liable to debarment for a period to be determined by IPI.

**24. ACCEPTANCE OF TENDER OFFER**

24.1 IPI reserves the right not to accept the lowest priced or incomplete Tender Offer or any Tender Offer, and shall not be bound to assign any reason for this.

24.2 When accepting a Tender Offer, IPI may accept the whole or any part(s) of the Tender Offer, and the Contract Price shall be adjusted in accordance with the prices specified in the Tender Offer Request Form. In the event the adjustment cannot be done based on the prices specified in the Tender Offer Request Form, then the adjusted price shall be the fair market price to be determined by IPI at its sole discretion.

24.3 The issue by IPI of a Letter of Acceptance accepting the Tender Offer or part of the Tender Offer shall create a binding Contract on the part of the Tenderer to supply to IPI the Works offered in the Tender Offer. The Contract shall be governed by the Conditions.

24.4 A Letter of Acceptance of the Tender Offer may be issued to the successful Tenderer’s address or email address as given in his Tender Offer, by hand, by post or by email, as the case may be; Such issuance of the Letter of Acceptance by hand, by post or by email shall be deemed to be effective communication of acceptance.

24.5 IPI may at its discretion require the Tenderer to sign a written agreement. In the event that the Tenderer is a duly authorized agent, the formal agreement is to be executed with the principal. The Tenderer shall bear the stamp duty, payable on the formal agreement, if any.

24.6 IPI reserves the right to accept the Tender Offer(s) of one or more Tenderer(s).

24.7 Where the Tender Offer is made in response to an invitation by IPI for the supply of Goods for which the quantities were unspecified or merely estimated or of Services the extent and/or frequency of which were unspecified or merely estimated and it is stated in the Invitation-to-Tender that acknowledgment of the whole or any part of the Tender Offer will establish it as a Standing Tender Offer during the period specified in the Invitation-to-Tender, the issue by IPI of a Letter of Acceptance of the Tender Offer will render that Tender Offer a Standing Tender Offer for the duration of the period during which the Goods and/or Services were stated to be required in the Invitation-to-Tender. The receipt during that period by the Tenderer of an order for specific quantities of Goods or for Services of a specific extent at specific times from IPI (evidence of posting by IPI being legally admissible evidence of receipt by the Tenderer) will create a binding contract on the part of the Tenderer to supply to IPI those Goods and/or Services in accordance with the Contract. IPI for its part will be under no obligation to purchase any quantity of Goods and/or Services included in a Standing Tender Offer except to the extent that orders for those Goods and/or Services are already issued by IPI.

**25. SAMPLES**

* 1. Where the Invitation-to-Tender 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 Tender Offer, such samples shall be delivered at the Location and by the time stipulated in the Invitation-to-Tender and should be marked clearly with the Tender Offer number, item number and the name of the Tenderer. Where samples are required, failure to provide the required samples at the stipulated time may render the Tender Offer liable to be disqualified.
  2. The Tenderer shall indicate, when submitting the samples, whether he wishes the samples to be returned. If no indication is given, IPI 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 will not be returned to the Tenderer.
  3. All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to IPI shall be borne by the Tenderer.

**26 SECURITY DEPOSIT**

26.1 In the event that security deposit is required, the Contractor shall within fourteen (14) business days of receipt of the Letter of Acceptance issued by IPI, deposit with IPI the bank draft, cheque or the Banker's Guarantee (in the form of the draft Banker’s Guarantee set out in the Invitation-to-Tender), as the case may be, as required under the Conditions.

**27. INSURANCE**

27.1 Within fourteen (14) business days of receipt of the Letter of Acceptance issued by IPI, the Contractor shall deposit with IPI copies of the insurance policies and evidence of payment of the premium if so required under the Conditions.

**28. AUTHORISED VARIATIONS**

28.1 IPI reserves the right to negotiate with the Tenderer, to vary any provision or part of the Invitation-to-Tender or Tender Offer without reference to any other party in the following circumstances: (i) where no one Tender Offer is obviously most advantageous in terms of evaluation criteria; or (ii) where exceptional circumstances so necessitate. Any such variation shall be subject to the mutual consent in writing of IPI and the Tenderer.

28.2 The provisions of this Clause shall in no way affect or detract from IPI's rights under Clause 29.2 of the Instructions to Tenderers.

**29. GENERAL**

1. 29.1 IPI reserves the right at any time to withdraw the Invitation-to-Tender without being   
    liable for any costs, damages, losses and/or expenses whatsoever.

29.2 IPI 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 Invitation-to-Tender. IPI   
 shall have the right to extend the closing date and time of the Invitation-to-Tender if supplementary terms and conditions are issued under this Clause.

* + 1. 29.3 Evaluation of the Tender Offers will not be based on cost alone. Substantial   
        consideration will be placed on the quality and finishing of the proposed Works; and   
        the qualification, experience and references of the Tenderer.

1. 29.4 Any queries in respect of the Invitation-to-Tender or any matter related thereto may be   
    submitted in writing to the contact person indicated on the Invitation-to-Tender. IPI   
    reserves the absolute right not to entertain or respond to any query which in IPI’s   
    opinion is inappropriate or improper.
2. 29.5 The Tenderer confirms that it has obtained the consent of its employees whose   
    personal data is provided in the Tender Offer to disclose their personal data to IPI and   
    its Affiliates for the purposes of the Tender Offer and Contract and for the supply of   
    the Works and Equipment.

**30. SHORTLISTING TENDERERS**

30.1 IPI 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 Tender Offers based on IPI’s revised requirements, in accordance with a common deadline.

30.2 The Tender Offers received based on the firm and updated requirements shall form the basis of the final Tender Offer evaluation. The Tender Offers received in the final round shall be complete and comprehensive, and shall over-ride all Tender Offers previously submitted. The final Tender Offer shall not make references to previous Tender Offers. All Tender Offers received in the previous rounds shall be treated as lapsed.

**31 CONSORTIUM**

31.1 "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

31.2 The following shall apply if a Tender Offer is submitted by a Consortium:

1. Each member of the Consortium shall be a business organization duly organized, existing and registered under the laws of its country of domicile.
2. No Consortium shall include a member who has been debarred from public sector Tender Offers.
3. After the submission of the Tender Offer, any introduction of, or changes to, Consortium membership must be approved in writing by IPI.
4. The following documents must be submitted with the Tender Offer:
5. A certified copy of the consortium or partnership agreement, signed by all members of the Consortium,
6. 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, sign the Tender Offer, 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:
7. relevant provision(s) in the certified copy of the consortium or partnership agreement, or
8. certified copies of powers of attorney from each member of the Consortium.

(e) Information must be submitted with respect to:

1. the legal relationship among the members of the Consortium.
2. the role and responsibility of each member of the Consortium; and
3. the address of the Consortium to which IPI may send any notice, request, clarification or correspondence.

(f) If IPI awards the Contract to a Consortium:

(i) The Letter of Acceptance may be handed to or posted to the address of the   
 Lead Member of the Consortium given in the Tender Offer.

1. The issue by IPI of a Letter of Acceptance shall create a binding Contract on all the members of the Consortium.
2. Each member of the Consortium shall be jointly and severally responsible to IPI for the due performance of the Contract.
3. As and when requested by IPI, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with IPI. Until the said formal agreement is prepared and executed, the Consortium's Tender Offer together with IPI's Letter of Acceptance, shall constitute a binding Contract on all the members of the Consortium.
4. If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or cease to exist in accordance with the laws of the country of incorporation:
5. this Contract shall continue and not be dissolved, and
6. the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

**32 CORRIGENDA TO INVITATION-TO-TENDER**

32.1 IPI 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 Invitation-to-Tender.