



*Smart Energy, Sustainable Future*

Our Ref : EMA-ITT-2023-0008  
Date : 24 February 2023

To All Tenderers

**PROVISION OF PRINTING, FOLDING, LETTERSHOPPING & DESPATCHING OF LETTERS, BROCHURES & ENVELOPES**

1. The Energy Market Authority hereby invites tenders for the above. The successful tenderer is required to provide the following :

- a. Printing & folding of Letters, with overprinting of names and addresses data
- b. Printing & folding of Brochures
- c. Provision of Envelopes & Postage Paid Indications (PPIs)
- d. Lettershopping of Letters & Brochures into PPI Envelopes
- e. Despatch of PPI Envelopes

2. The list of documents enclosed in this Invitation to Tender are :

- a. Part 1 : Instructions to Tenderers
- b. Part 2 : Conditions of Contracts for Goods and Services
- c. Part 3 : Requirement Specifications
- d. Part 4 : Evaluation Criteria
- e. Part 5: Schedule of Submission

3. All tenderers shall conform to the requirements of this Invitation to Tender. The closing date and time for the tender is as stated in GeBIZ. Tenderers shall the submit documents stated in the Submission Guideline enclosed within Part 3 Requirements Specifications through GeBIZ. If required under Part 4 Evaluation Criteria, Tenderers are also required to declare their GRA registration status or submit the necessary documentation for financial evaluation. Tender prices and Form of Tender submitted in hard copies will be rejected.

4. Sample Brochures are to be submitted in hard copies and deposited in:

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Tender Box 1  
Energy Market Authority  
991G Alexandra Road  
Reception counter (1<sup>st</sup> floor)  
Singapore 119975  
by the tender closing date and time.

**5. Please be informed that Energy Market Authority is a GST-registered entity. If you are a GST-registered overseas vendor, please do not charge GST on your services.**

6. The Ministry of Finance requires all Government and Public agencies to adopt Electronic Invoicing ("e-invoice"). E-invoices must be submitted either through InvoiceNow or Vendors@Gov (<https://www.vendors.gov.sg>). Hardcopy invoices will not be accepted. To submit e-invoices via InvoiceNow, Contractors/Suppliers need to have a Corppass account and an "Approved" vendor record at Vendors@Gov. For more info on InvoiceNow, please visit [www.imda.gov.sg/invoicenow](http://www.imda.gov.sg/invoicenow).

Contractors/Suppliers are required to register with Vendors@Gov for purpose of e-invoicing via Vendors@Gov.

Yours sincerely

Tan Zhi Wei  
Principal Engineer  
Inspectorate Department  
Industry Regulation Division  
*For* Chief Executive  
Energy Market Authority

**PART 1 - 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.
- 1.2 The principles of construction set out in Clause 1.2 of the Conditions of Contract shall apply to each document in this Invitation to Tender.

**2. ELIGIBILITY**

- 2.1 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 contract entered into pursuant to such a Tender Offer without the Authority being liable therefor in damages or compensation.

**3. SUBMISSION OF TENDER OFFER**

- 3.1 Tenderers shall submit their Tender Offers in accordance with the following mode of submission:

<b>Information or document(s) in Tender Offer</b>	<b>Mode of Submission</b>	<b>Closing Date and Time (Singapore Time)</b>
<b>1. Schedule 1 - Payment Milestones 2. Schedule 2 - Undertaking to Safeguard Official Information 3. Schedule 3 - Form of Tender 4. Schedule 4 - Contract Price</b>	<b>This shall be submitted to the Authority using GeBIZ.</b>	<b>As stated in GeBIZ</b>

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<b>5. Schedule 5 - Schedule of Persons Empowered to Act</b> <b>6. Schedule 6 - Information on Major Shareholders</b> <b>7. Schedule 7 - Company's Profile and List of Relevant Track Records in the Last 5 Years (2018 to 2023)</b> <b>8. Schedule 8 - Statement of Compliance</b>		
<b>Sample Brochures</b>	<b>This shall be submitted to the Authority using Tender Box No. 1 located in the office of Energy Market Authority, 991G Alexandra Road, Reception counter (1st floor), Singapore 119975.</b>	<b>As stated in GeBIZ</b>
<b>Schedule 9 - Undertaking of Non-Disclosure</b>	<b>This shall be submitted to the Authority by the Awarded Contractor.</b>	<b>Within 1 week from the date of confirmation of quantity and artwork given by the Authority to the Contractor</b>

3.2 Where Tender Offers are to be submitted using the Government Electronic Business (“GeBIZ”) website, Tenderers shall submit all documents forming part of their Tender Offers in accordance with the Terms and Conditions For Use Of The Government Electronic Business. Such documents may be submitted through GeBIZ without any handwritten signature. The Authority shall be entitled to rely on the use or entry of the prescribed Authentication Device (as defined in the Terms and Conditions For Use Of The Government Electronic Business) by the Tenderer or its representative(s) as the authorised signature of the Tenderer, as conclusive evidence of the authenticity of the submitted document and the authority of the originator of the submitted document.

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3.4 The Authority shall have the right to reject Tender Offers not submitted in accordance with the mode(s) of submission specified in these Instructions to Tenderers.

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3.6 The Tender Offer must include:

- (a) the Form of Tender fully completed; and
- (b) an address where any notice, request, waiver, consent or approval required to be sent to the Tenderer in connection therewith can be directed to.

**4. COMPLIANCE WITH INSTRUCTIONS**

4.1 Any Tender Offer which is not submitted according to the instructions contained and in the form(s) prescribed in this Invitation to Tender, or which attempts to vary any provision of or which fails to fully comply with this Invitation to Tender, is liable to be rejected.

4.2 The Tenderer's Tender Offer may include alternative offer(s) which comply with this Invitation to Tender (including the Requirement Specifications).

**5. TENDERING PERIOD**

5.1 This Invitation to Tender shall be closed on the Closing Date and Time. "**Closing Date and Time**" means the date and time specified in Clause 3.1, or such other date and time as notified by the Authority from time to time through GeBIZ. Tender Offers received after the Closing Date and Time shall be disqualified.

**6. VALIDITY PERIOD**

6.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period. "**Validity Period**" means a period of 90 days from the Closing Date and Time, or such longer period as may separately be agreed in writing between the Tenderer and the Authority.

**7. WITHDRAWAL OF TENDER OFFER**

7.1 No Tender Offer may be withdrawn after the Closing Date and Time. Any Tenderer who attempts to do so may, in addition to any remedy which the Authority may have against it, be liable to be debarred from future public sector tenders.

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**8. ACCEPTANCE OF TENDER OFFER**

- 8.1 The Authority shall be under no obligation to accept the lowest priced or any Tender Offer.
- 8.2 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.
- 8.3 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.
- 8.4 The Letter of Acceptance may be issued:
- (a) by GeBIZ to the successful Tenderer; or
  - (b) by hand or post to the successful Tenderer at the address as specified in its Tender Offer.

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

- 8.5 Notwithstanding the issuance of the Letter of Acceptance, the Authority may 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 its principal.
- 8.6 The Authority shall have the right to accept the Tender Offers of one or more Tenderers.

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**10. GEBIZ**

- 10.1 Tenderers are put on notice that business transactions with the Authority shall be conducted by the electronic exchange of information using the GeBIZ system or such other mode as the Authority may specify.
- 10.2 It shall be the Tenderer's responsibility to check GeBIZ for any addendum, corrigendum or other documents that may be issued in respect of this Invitation to Tender before the Closing Date and Time.

**11. SAMPLES**

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- 11.1 Where this Invitation to Tender specifies that samples (e.g. of Goods 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 site and by the time stipulated in this Invitation to Tender and shall be marked clearly with the tender number, item number and the name of the Tenderer. Where samples are required, failure to provide the required samples by the stipulated time and the required markings may render the Tender Offer liable to be rejected.
- 11.2 The Tenderer shall indicate, when submitting the samples, whether it wishes the samples to be returned. If no indication is given, the Authority shall not be obliged to return any sample 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.
- 11.3 All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to the Authority shall be borne by the Tenderer.

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**13. DEMONSTRATION OF CLAIMED CAPABILITIES**

- 13.1 At the request of the Authority, the Tenderer shall, at its own expense, prepare and conduct locally, demonstrations or presentations to substantiate the Tenderer's capabilities as described in its Tender Offer.
- 13.2 The Authority is entitled to require the Tenderer to make available all necessary information and equipment to enable the Tenderer to demonstrate the claims in its Tender Offer.

**14. LANGUAGE**

- 14.1 The Tender Offer and all supporting data and all documentation to be supplied by the Tenderer shall be written in readily comprehensible English language.

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**16. CONFIDENTIALITY**

- 16.1 Except with the prior consent in writing of the Authority, the Tenderer shall not disclose to any person (other than employees, servants and agents on a "need-to-know" basis for the purposes of preparing or submitting a Tender Offer or subsequent clarifications) this Invitation to Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the Authority.

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16.2 The Authority may require an unsuccessful Tenderer to return or destroy any specifications, plans, drawings, patterns, samples or information issued by the Authority in connection with this Invitation to Tender.

**17. OWNERSHIP OF TENDER DOCUMENTS**

17.1 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 Offer shall remain vested in the Tenderer. This Clause 17.1 is without prejudice to any provision to the contrary in any subsequent contract between the Tenderer and the Authority.

**18. ALTERATION, ERASURES OR ILLEGIBILITY**

18.1 Except for amendments to the entries made by the Tenderer itself 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.

**19. AUTHORITY'S CLARIFICATIONS ON TENDERER'S TENDER OFFER**

19.1 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 three (3) working days of notification.

**20. TENDER OFFER**

20.1 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 duty, custom and excise, licence, transport and insurance expense, regardless of whether such matters or things were specifically set out in this Invitation to Tender.

20.2 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.

20.3 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.



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- 20.4 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 or services have been specifically listed or priced in the Tender Offer.
- 20.5 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 five (5) working days before the Closing Date and Time.
- 20.6 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.

**21. EXPENSE OF TENDERER**

- 21.1 In no case will any expense incurred by the Tenderer in the preparation or submission of its Tender Offer or subsequent clarifications be borne by the Authority.

**22. GOODS AND SERVICES TAX**

- 22.1 The Tenderer shall not include in the rates and prices proposed in its Tender Offer, GST chargeable for the supply of goods or services required in this Invitation to Tender. All rates and prices quoted shall be exclusive of GST.
- 22.2 If the Contractor is a taxable person under the GST Act, the Authority shall reimburse the Contractor for any GST chargeable by the Contractor on the supply by the Contractor of goods and services provided pursuant to this Invitation to Tender.

**23. GST REGISTRATION**

- 23.1 The Tenderer shall declare its GST status in its Tender Offer. The Tenderer shall clearly indicate whether it is, or will be, a taxable person under the GST Act. The Tenderer shall furnish its GST registration number to the Authority, if available.
- 23.2 A Tenderer who declares itself to be a non-taxable person under the GST Act but which becomes a taxable person at any time thereafter shall forthwith inform the Authority of its change in GST status.

**24. GOVERNING LAW AND JURISDICTION**

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- 24.1 All Tender Offers submitted pursuant to this Invitation to Tender and all matters arising out of this Invitation to Tender shall be governed by the laws of the Republic of Singapore.
- 24.2 Subject to any applicable written law, Clause 36 (Dispute Resolution) of the Conditions of Contract shall apply *mutatis mutandis* (with the necessary changes) to all disputes and claims arising out of or relating to this Invitation to Tender.

**25. OWNERSHIP STATUS OF TENDERER**

- 25.1 The Tenderer shall provide in its Tender Offer full information on:
- (a) the name and address of any person, company or corporation which Controls the Tenderer; and
  - (b) the number, percentage and class of shares held by such person, company or corporation.

**26. SHORTLISTING TENDERERS**

- 26.1 The Authority shall have the right to shortlist Tenderers in accordance with the criteria set forth in this Invitation to Tender, and give those so shortlisted the opportunity to submit new or amended Tender Offers on the basis of the Authority's revised requirements, in accordance with a common deadline.
- 26.2 Tender Offers received based on the firm and updated requirements shall form the basis of the final tender 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. Such final Tender Offers shall be submitted as instructed by the Authority.

**27. CONSORTIUM**

- 27.1 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 Offer 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;

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- (c) after the submission of the Tender Offer, any introduction of, or changes to, Consortium membership must be approved in writing by the Authority. Changes made without the Authority's written approval may render the Tender Offer liable to be rejected;
- (d) the following documents must be submitted with the Tender Offer:
  - (i) a certified copy of the consortium or partnership agreement, signed by all members of the Consortium, the terms of which shall include the terms set out in Clause 22 (Consortium) of the Conditions of Contract;
  - (ii) **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 and sign the Tender Offer, receive instruction, give any information, accept any contract and act for and on behalf of all the members of the Consortium. The documentary proof can 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 member 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 issues a Letter of Acceptance to a Consortium:
  - (i) the Letter of Acceptance may be issued through GeBIZ or handed to or posted to the address of the Lead Member of the Consortium given in the Tender Offer;
  - (ii) the issuance 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,

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the Consortium's Tender Offer together with the Authority's Letter of Acceptance, shall constitute a contract binding on all the members of the Consortium; and

- (v) in the event that any member of the Consortium withdraws from the Consortium or is wound up or dissolved, or is adjudicated as insolvent or bankrupt by a duly constituted judicial tribunal, or goes into liquidation in accordance with the laws of the country of incorporation, the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

**28. CORRIGENDA TO INVITATION TO TENDER**

- 28.1 The Authority shall have the right to amend any terms in, or to issue supplementary terms to this Invitation to Tender at any time prior to the Closing Date and Time.

**29. DISCLAIMER AND LIMITATION OF LIABILITY**

- 29.1 This Invitation to Tender may not contain all the 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.
- 29.2 The Authority shall not be liable for any loss of profit or indirect or consequential losses arising from or in connection with any failure by the Authority to comply with its legal obligations in conducting this Invitation to Tender, considering or evaluating any Tender Offer or accepting any Tender Offer. Any liability shall be limited to the costs of preparing and submitting the Tender Offer reasonably incurred by the Tenderer.

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**COMPENDIUM OF ADDITIONAL CLAUSES (INSTRUCTIONS TO TENDERERS)**

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**PART 2 - CONDITIONS OF CONTRACT FOR GOODS AND SERVICES**

**1. DEFINITIONS**

1.1 In these Conditions of Contract, unless the context otherwise requires:

- (a) “**Authority**” means the Energy Market Authority.
- (b) Intentionally left blank
- (c) “**Contract**” means the resulting contract between the Authority and the Contractor for the provision of the Goods and Services as a result of the Authority’s acceptance of the Contractor’s Tender Offer which terms and conditions are contained in the following:
  - (i) the Covering Letter;
  - (ii) the Instructions to Tenderers;
  - (iii) the Contractor's Tender Offer;
  - (iv) these Conditions of Contract;
  - (v) the Requirement Specifications;
  - (vi) the Letter of Acceptance;
  - (vii) intentionally left blank;
  - (viii) any correspondence exchanged between the Authority and the Contractor which is agreed to by the Authority in writing as amplifying or modifying the Invitation to Tender or the Contractor’s Tender Offer; and
  - (ix) any formal agreement executed between the Parties,including all schedules and annexes to such documents as relevant.
- (d) “**Contract Period**” has the meaning set out in Clause A11.1.
- (e) “**Contract Price**” means the aggregate Tender Price for Goods and Services required under the Contract.
- (f) “**Contractor**” means a successful Tenderer whose Tender Offer has been accepted by the Authority.
- (g) “**Control**” means, with respect to a person (i) the right to exercise, directly or indirectly, at least 50 per cent of the voting rights attributable to the shares of

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the controlled person or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.

- (h) “**data**” means any representation of information or of concepts regardless of the medium of storage, and includes any personal data.
- (i) “**Government Furnished Equipment**” or “**GFE**” means the items which the Authority provides or is required to provide pursuant to the Contract.
- (j) “**Goods**” means all goods proposed in the Contractor’s Tender Offer as being capable of meeting or exceeding the Requirement Specifications and accepted in the Letter of Acceptance which the Contractor is required to supply under the Contract, including technical documentation, parts or units thereof.
- (k) “**GST**” means goods and services tax charged under the GST Act.
- (l) “**GST Act**” means the Goods and Services Tax Act (Cap. 117A).
- (m) Intentionally left blank.
- (n) “**Invitation to Tender**” means the invitation to participate in the tender for the supply of Goods and Services and comprises all the tender documents forwarded to the Tenderer, inclusive of the Covering Letter, Form of Tender, Instructions to Tenderers, Conditions of Contract, Requirement Specifications, Guidelines for Tender, Evaluation Criteria and any other documents and forms enclosed.
- (o) “**Letter of Acceptance**” means the letter issued by the Authority accepting the Contractor’s Tender Offer.
- (p) “**Losses**” means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts’ and consultants’ fees), settlement sums and sums paid in satisfaction of a court, arbitral or expert award.
- (q) “**Parties**” means the Authority and the Contractor, and “**Party**” means any one of them.
- (r) “**personal data**” shall have the same meaning in the Contract as its definition in the Personal Data Protection Act 2012 (No. 26 of 2012).
- (s) “**Personnel**” in relation to a person, means a director, officer, employee or agent of that person, or any individual engaged by that person under a contract for service.
- (t) “**Price Schedule**” means the schedule of prices for Goods and Services proposed in the Contractor’s Tender Offer and accepted in the Letter of Acceptance.

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- (u) Intentionally left blank
- (v) “**Requirement Specifications**” means the specifications set out in Part 3 of the Invitation to Tender and any amendments or additions to the aforesaid as may be mutually agreed in writing between the Parties from time to time.
- (w) “**S\$**”, “**\$**” or “**SGD**” means the lawful currency of Singapore.
- (x) “**Service Personnel**” means all Personnel (including Personnel of the Subcontractors) provided by or to be provided by the Contractor to perform the Contract.
- (y) “**Services**” means the services proposed in the Contractor’s Tender Offer as being capable of meeting or exceeding the Requirement Specifications and accepted in the Letter of Acceptance which the Contractor is required to provide under the Contract.
- (z) Intentionally Left Blank.
- (aa) “**Subcontractor**” means any person, firm or company engaged by the Contractor to perform any part or parts of the Contractor’s obligations and includes the Subcontractor’s duly appointed representatives, successors and permitted assignees and the Subcontractor’s subcontractors.
- (bb) “**Tender Offer**” means the offer submitted by the Tenderer to provide Goods and Services to the Authority in response to the Invitation to Tender, and other documents submitted by the Tenderer and accepted in writing by the Authority as modifying such offer submitted by the Tenderer.
- (cc) “**Tender Price**” in respect of any of the Goods or Services, means the sum specified in the Price Schedule (as may be varied in accordance with the Contract) for the provision of such Goods or Services under the Contract.
- (dd) “**Tenderer**” means a person or its permitted assignees and successors offering to provide the Goods and Services pursuant to the Invitation to Tender, and shall be deemed to include two or more persons if appropriate.
- (ee) “**Working Day**” means a day which is not a Saturday, Sunday or a public holiday in Singapore.

1.2 In the Contract, unless a contrary intention appears:

- (a) words importing the singular only shall also include the plural and vice versa where the context requires;
- (b) the headings are for convenience of reference only and shall not be taken into consideration for the purpose of interpretation;



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- (c) references to a person include any company, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having separate legal personality);
- (d) a reference in the Contract to “including” shall not be construed restrictively but shall mean “including without prejudice to the generality of the foregoing” and “including but without limitation”;
- (e) any reference to any legislation shall be deemed a reference to such legislation as amended or revised from time to time and be deemed to include any subsidiary legislation made under such legislation;
- (f) “month” means calendar month and “day” means calendar day; and
- (g) for the purposes of computing time, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done.

## 2. CLAUSE REFERENCES

- 2.1 All references to clauses in these Conditions of Contract or any other document, unless otherwise expressly stated, are references to clauses numbered in these Conditions of Contract or the document in which the reference appears respectively.

## 3. SCOPE OF CONTRACT

- 3.1 The Contractor shall carry out and complete the supply of all items of Goods and Services in accordance with the Contract. Unless otherwise stated in the Contract, all Goods shall be new and unused.

## 4. DELIVERY AND PERFORMANCE

- 4.1 The Contractor shall, unless otherwise specified by the Authority prior to delivery or performance, deliver the Goods and perform the Services at the time(s) and place(s) and in the manner specified in the Contract. The Contractor shall obtain a receipt therefor from the Authority. The issue of such receipt shall in no way relieve the Contractor from its obligations under Clause 6 to replace defective or damaged Goods and re-perform deficient Services.

## 5. CARE AND DILIGENCE

- 5.1 The Contractor shall with due care and diligence carry out its obligations to the Authority under the Contract.

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5.2 The Contractor acknowledges and accepts that the Authority relies on the skill and judgment of the Contractor and also upon the accuracy of all representations and statements made and advice given by the Contractor in the delivery of the Goods and performance of the Services under the Contract.

**6. REMOVAL AND REPLACEMENT**

6.1 The Authority may reject any Goods that are found on delivery, or upon installation where installation is required, to be:

- (a) damaged or defective;
- (b) incorrect or not in accordance with the Contract; or
- (c) not newly manufactured or of unsatisfactory quality or not fit for the ordinary uses contemplated by the Authority,

(collectively, the “**Rejected Goods**”), and the Contractor shall:

- (i) provide a replacement for the Rejected Goods immediately at the Contractor’s own expense; and
- (ii) collect the Rejected Goods at the Contractor’s own expense within seven (7) days from the date of notification by the Authority and failing which, the Authority shall have the right:
  - (A) to claim from the Contractor storage charges and other expenses incurred in relation to the Rejected Goods until collection by the Contractor or disposal in accordance with sub-clause (B) below, whichever is earlier; and
  - (B) if the Rejected Goods are not collected after **one (1)** month from the date of notification by the Authority, to dispose of the Rejected Goods in any way the Authority deems fit and claim all expenses incurred thereby from the Contractor,

and the Authority shall be entitled to claim from the Contractor all costs and damages incurred by the Authority as a result of the Rejected Goods.

6.2 The Authority may reject any Services that are not performed in accordance with the Contract or with reasonable care, skill and diligence, and if so required by the Authority, the Contractor shall re-perform such rejected Services at the Contractor’s own expense.

6.3 Where any Goods or Services are rejected by the Authority pursuant to Clause 6.1 or Clause 6.2 or pursuant to any other provision of law, the Contractor shall be deemed to have completely failed to:

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- (a) deliver such Goods or perform such services relating to the delivery or installation of such Rejected Goods; and
  - (b) perform such Services,
- as the case may be.

6.4 Notwithstanding anything to the contrary, the risk of loss, damage or deterioration of Rejected Goods (whether rejected pursuant to this Clause 6 or otherwise) shall be borne by the Contractor at all times and possession shall be deemed to have never passed to the Authority.

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**9. TITLE AND RISK**

9.1 The risk of loss or damage to the Goods or any documentation delivered pursuant to the Contract shall pass upon receipt of the Goods or documentation by the Authority. Title to the Goods shall pass from the Contractor to the Authority upon receipt.

9.2 Risk of loss or damage to the Goods shall be borne by the Contractor from the time the Goods are received by the Contractor for the purpose of modification, replacement, repair or rectification until the modified, repaired, replaced or rectified Goods are received by the Authority.

9.3 Title to the GFE and all other property from time to time furnished by the Authority to the Contractor in relation to the performance of the Contract shall at all times remain with the Authority.

9.4 Risk of loss or damage to the GFE and all other property at any time furnished by the Authority to the Contractor shall be borne by the Contractor from the moment the Contractor takes delivery of the GFE or such other property until such time as the GFE or such other property is delivered to and received by the Authority.

**10. CONTRACTOR'S PERSONNEL**

10.1 The Contractor shall provide all necessary personnel who are competent and have the adequate skills and required professional certifications (where applicable) for the performance of the Contract.

10.2 Upon request by the Authority, the Contractor shall provide the following to the Authority:

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- (a) the names and particulars (in such form as may be required by the Authority) of the Service Personnel;
  - (b) evidence of the competency and professional certifications of the Service Personnel, in such format as may be required by the Authority; and
  - (c) all documents and declarations as the Authority may require for the purposes of security clearance.
- 10.3 The Service Personnel shall at all times be subject to the Authority's approval, and the Authority may at any time object to any previously approved Service Personnel. Where the Contractor has proposed such Service Personnel in its Tender Offer, the Authority's acceptance of the Contractor's Tender Offer shall not constitute its approval of such Service Personnel, and the Contractor shall separately seek the Authority's approval of such Service Personnel.
- 10.4 Except as approved by the Authority and subject to such conditions as the Authority may impose, the Contractor shall ensure that no Service Personnel shall commence work on the Contract unless:
- (a) the Authority has given its prior written approval of such Service Personnel pursuant to Clause 10.3; and
  - (b) such Service Personnel has obtained the necessary level of security clearance for the category and nature of the work to be handled by such Service Personnel, as required by the Authority from time to time.
- 10.5 The Authority shall not be required to provide any reason for objecting to any Service Personnel. If the Authority objects by notice in writing to any Service Personnel, the Contractor shall remove such Service Personnel immediately and furnish a suitable and adequate replacement at no additional expense to the Authority within three (3) days.
- 10.6 The Contractor undertakes not to change its Service Personnel approved under this Clause 10 without the Authority's consent, which shall not be unreasonably withheld. All new or replacement Service Personnel shall also be subject to the approval of the Authority. The Contractor shall not reduce or vary its Service Personnel if this may adversely affect the performance of the Contract, including the progress or quality of the Services.

**11. PAYMENT**

- 11.1 The Contractor shall invoice the Authority in accordance with Clause 11.4 after receipt by the Authority of all the Goods and Services.
- 11.2 Subject to compliance with Clause 11.1, the Authority shall pay the Contractor within **thirty (30)** days after the date of the invoice by Interbank GIRO or such other mode of payment as the Authority and the Contractor may agree. The Contractor shall provide

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the Authority with the relevant bank account details for the purpose of such Interbank GIRO payment within **thirty (30)** days after the date of the Letter of Acceptance.

- 11.3 No payment shall be considered as evidence of the quality of the Goods or Services to which such payments relate or a waiver of any default on the part of the Contractor in the performance of its obligations, nor shall it relieve the Contractor from its other obligations under the Contract.
- 11.4 If requested by the Authority, the Contractor shall submit to the Authority invoices through the electronic invoicing system maintained by the Authority and such other documents through such means and format as may be specified by the Authority for the purposes of making payment.
- 11.5 The Authority shall not be required to pay for expenses or cost of whatever nature other than those expressly set out in the Contract or otherwise expressly agreed to in writing by the Authority.
- 11.6 The Contract Price is exclusive of any GST chargeable on the supply of goods and services to the Authority by the Contractor under the Contract. If the Contractor is a taxable person under the GST Act, the Authority shall reimburse the Contractor for any GST chargeable by the Contractor on the supply by the Contractor of goods or services under the Contract.
- 11.7 Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if it is a taxable person for the purpose of the GST Act, be in the same form and contain the same information as if it were a tax invoice for the purposes of the regulations made under the GST Act.

**12. TAXES, FEES AND DUTIES**

- 12.1 The Contractor shall be responsible for all corporate and personal income taxes, customs fees, duties, fines, levies, assessments and other taxes payable by the Contractor or its Personnel in carrying out its obligations under the Contract.
- 12.2 If the Authority receives a request from the tax authorities or otherwise decides to pay on behalf of the Contractor or the Contractor's Personnel, or to withhold payments from the Contractor in order that the Authority may subsequently so pay, any of the abovementioned taxes, fees, duties, fines, levies and assessments ("**Taxes**"), the Contractor agrees that the Authority may deduct such Taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.
- 12.3 For the avoidance of doubt, in the event that withholding taxes are imposed by the tax authorities on any payments due under the Contract, the Contractor shall bear all such withholding taxes and the Authority may deduct such taxes from payment due to the Contractor and forward the balance to the Contractor without any obligation to gross up such payment or pay the Contractor any amount so withheld.

**13. DELAY IN DELIVERY AND PERFORMANCE**

13.1 If the Contractor fails to deliver any Goods or complete the performance of any Services by the date(s) specified in the Contract, the Authority shall have the right (in addition to and without prejudice to all other rights or remedies available, including the Authority's right to terminate the Contract pursuant to Clause 18.1) to do one or more of the following:

- (a) cancel all or any such Goods or Services from the Contract without compensation and obtain them (the "**Replacement Goods and Services**") from other sources and all increased costs thereby incurred shall be borne by the Contractor provided that the quantity of the Replacement Goods and Services so obtained shall not exceed the quantity stated in the Contract;
- (b) intentionally left blank

13.2 The Authority shall have the right, at its sole discretion, to elect to claim general damages in common law from the Contractor instead of imposing liquidated damages under this Clause 13.

**14. COMPLIANCE WITH LAW**

14.1 The Contractor shall, at its own costs, obtain and maintain all licences, permits, certifications, approvals, registrations and authorisations without any restriction or qualification whatsoever so as to enable the Contractor to fulfil all its obligations under the Contract.

14.2 The Contractor shall, in performing its obligations under the Contract, comply with all applicable laws and shall keep the Authority indemnified against all penalties and liabilities of every kind for the breach of any such laws.

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**17. GIFTS, INDUCEMENTS AND REWARDS**

17.1 The Authority shall be entitled to immediately terminate or rescind the Contract and recover from the Contractor the amount of any Losses resulting from such termination or rescission if:

- (a) any Contractor Representative has offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for:

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- (i) doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract; or
  - (ii) showing favour or disfavour to any person in relation to any contract with the Authority; or
- (b) any Contractor Representative has engaged in any activity or conduct that has resulted or will result in a violation of any Anti-Corruption Laws.

17.2 In this Clause 17:

**“Anti-Corruption Laws”** means:

- (a) Chapter IX of the Penal Code (Cap. 224);
- (b) the Prevention of Corruption Act (Cap. 241); and
- (c) any other applicable law including any foreign law which:
  - (i) prohibits the conferring of any gift, payment or other benefit on any person or any Personnel or adviser of such person; or
  - (ii) is broadly equivalent to the laws set out in paragraphs (a) or (b) or which has as its objective the prevention of corruption.

**“Contractor Representative”** means any of the following:

- (a) the Contractor;
- (b) any person employed by the Contractor; or
- (c) any person acting on behalf of the Contractor (whether with or without the knowledge of the Contractor).

**18. TERMINATION**

18.1 If any of the following events occur, the Authority shall have the right (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages) to terminate the Contract with immediate effect by written notice to the Contractor:

- (a) an Event of Default has occurred (not being a default covered by any other sub-clause of Clause 18.1) and:
  - (i) the Contractor fails to remedy the Event of Default within **fourteen (14)** days from a written notice from the Authority to do so; or

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- (ii) the Event of Default is not capable of being remedied within a reasonable time;
- (b) the Contractor is in breach of any of its obligations under the Contract, and such breach results, or is likely to result, in damage to the reputation of the Authority or the Government of the Republic of Singapore;
- (c) the Contractor is in material breach of any of its obligations under the Contract;
- (d) a breach by the Contractor of Clause 14 (Compliance with Law) or Clause 23 (Sub-contract, Transfer and Assignment);
- (e) a breach by the Contractor of Clause A4 (Confidentiality and Security);
- (f) a breach by the Contractor of Clause A5 (Data Protection and Security);
- (g) intentionally left blank;
- (h) intentionally left blank;
- (i) a failure by the Contractor to pay any liquidated damages required under the Contract;
- (j) the aggregate liquidated damages payable under the Contract has reached S\$100,000.

18.2 If any of the following events occur, the Authority shall, to the extent permitted by law, be entitled to terminate the Contract with immediate effect by written notice to the Contractor, and the Contractor shall have no claim for any damages or compensation:

- (a) the Contractor is unable to pay its debts as and when they fall due;
- (b) where the Contractor is a company, a receiver, liquidator or provisional liquidator is appointed over any undertaking or property of the Contractor or an order is made or a resolution is passed for winding-up or dissolution without winding-up (other than for the purpose of amalgamation or reconstruction) of the Contractor;
- (c) where the Contractor is a partnership, the Contractor is dissolved or has a bankruptcy order made against it;
- (d) where the Contractor is an individual, the Contractor becomes bankrupt or dies;
- (e) legal proceedings alleging insolvency are brought against the Contractor;
- (f) any application is made for the winding-up, bankruptcy or dissolution of the Contractor; or



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(g) the Contractor enters into any composition or arrangements with creditors.

18.3 If the Contract is terminated, the following shall apply:

- (a) termination shall be without prejudice to any rights and obligations of either Party which has accrued prior to such termination and any obligation which expressly or by implication is intended to come into or continue in force on or after such termination;
- (b) the Contractor shall forthwith refund to the Authority all amounts paid to the Contractor under the Contract, less the price of the Goods and Services which have been accepted by the Authority as at the date of termination;
- (c) the Contractor shall immediately deliver property belonging to or provided by the Authority pursuant to the Contract and all deliverables prepared by the Contractor for the Contract (including works-in-progress if so requested by the Authority);
- (d) in the event of a termination pursuant to Clause 18.1 or 18.2, the Authority shall have the right to engage another person to provide the remaining Goods and Services to be provided under the Contract, and any additional costs and expenses incurred shall be paid by the Contractor, and the Contractor shall give reasonable assistance to the incoming contractors.

18.4 For the purposes of this Clause 18:

**“Event of Default”** means any breach (whether material or not) by the Contractor of any of its obligations under the Contract.

18.5 Nothing in this Clause 18 shall be deemed to prejudice any other rights or remedies available to the Authority against the Contractor for any breach of the Contractor’s obligations whether under the Contract or at law or in equity.

**19. FORCE MAJEURE**

19.1 Neither Party shall be liable for any failure to perform its obligations under the Contract if the failure results from events which are beyond its reasonable control (**“Force Majeure Event”**), except that whenever possible the affected Party shall resume that obligation as soon as the factor or event occasioning the failure ceases or abates. For purposes of the Contract, **“Force Majeure Event”** shall include acts of God, acts of civil or military authority, civil disturbance, wars, strikes, fires, epidemics or pandemics, and other catastrophes.

19.2 If the effect of any Force Majeure Event continues for a period exceeding 60 days, the Authority may at any time thereafter give notice to the Contractor to terminate the Contract with immediate effect without being liable to the Contractor in damages or compensation.

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- 19.3 If a Force Majeure Event occurs, the Contractor or the Authority (as the case may be) shall for the duration of such Force Majeure Event be relieved of any obligation under the Contract as is affected by the Force Majeure Event except that the provisions of the Contract shall remain in force with regard to all other obligations under the Contract which are not affected by the Force Majeure Event.
- 19.4 Failure of the Contractor's Subcontractors or suppliers to perform their obligations shall not be regarded as events beyond the control of the Contractor.

**20. CORRESPONDENCE**

- 20.1 Any notice, request, waiver, consent or approval ("**Notice**") shall be in writing and shall be deemed to have been duly given when it is delivered by hand or by prepaid registered post or electronic mail to the Party as follows:
- (a) in the case of the Contractor, the address and electronic mail address set out in the Tender Offer; and
  - (b) in the case of the Authority, the following address and electronic mail address:  
  
Refer to Covering Letter.
- 20.2 Either Party may change its address and electronic mail address referred to above by giving the other Party written notice of the change.
- 20.3 A Notice sent by electronic mail shall be deemed not to have been received if the sender receives, within 24 hours of sending such electronic mail, a notification that such electronic mail has not been successfully delivered.

**21. LANGUAGE**

- 21.1 The Contractor shall ensure that all data, documents, descriptions, diagrams, books, catalogues, instructions, markings for the Goods and correspondence shall be written in readily comprehensible English language.
- 21.2 The Contractor shall ensure that all Service Personnel of the Contractor and any Subcontractor shall be proficient in both written and spoken English for the purpose of performing the Contractor's obligations under the Contract.

**22. CONSORTIUM**

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22.1 As used in the Contract, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.

22.2 Where the Contractor is a Consortium, the following shall apply:

*Joint and Several Responsibility*

22.2.1 Each member of the Consortium shall be jointly and severally responsible to the Authority for the due performance of the Contract.

*Addition of members to Consortium*

22.2.2 Any introduction of, or changes to, Consortium membership must be approved in writing by the Authority.

22.2.3 Should additional member(s) be added to the Consortium at any time with the approval of the Authority pursuant to Clause 0, he or they shall be deemed to be included in the expression “the Contractor”.

*Withdrawal from Consortium*

22.2.4 If any member of the Consortium withdraws from the Consortium, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:

- (a) the Contract shall continue and not be terminated, and
- (b) the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

**23. SUB-CONTRACT, TRANSFER AND ASSIGNMENT**

23.1 The Contractor shall not, without the prior written consent of the Authority, sub-contract its obligations, or transfer or assign the benefit of the whole or any part of the Contract.

23.2 The Contractor shall be responsible for the acts, defaults, negligence and omissions of its Subcontractors and their Personnel.

**24. DEFAULT INTEREST**

24.1 If the Contractor defaults in the payment when due of any sum payable under the Contract its liability shall be increased to include interest on such sum from the date when such payment is due until the date of actual payment (after as well as before judgment). The interest shall be calculated on a daily basis at a rate per annum of 2% above DBS Prime Rate.

**25. REMEDIES**

- 25.1 The rights and remedies of a Party under the Contract are cumulative and are without prejudice and in addition to any rights or remedies such Party may have at law or in equity. No exercise by a Party of any one right or remedy under the Contract, or at law or in equity shall operate so as to hinder or prevent the exercise by it of any other right or remedy under the Contract, at law or in equity.
- 25.2 The Authority shall have the right, at its sole discretion, to elect to claim general damages in common law from the Contractor instead of imposing liquidated damages under the Contract.

**26. VARIATION**

- 26.1 No variation of the Contract shall be of any force unless agreed upon in writing and signed by the authorised signatories of both Parties. A variation made in accordance with this Clause 26.1 shall not require consideration for the variation to be binding and enforceable.

**27. WAIVER**

- 27.1 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing any right, power, privilege, claim or remedy (“**Remedy**”), which is conferred under the Contract or at law or in equity, or arises from any breach by the other Party, (a) be deemed to be or be construed as a waiver or variation thereof, or of any other such Remedy, in respect of the particular circumstances in question, or (b) operate so as to bar the enforcement or exercise thereof, or of any other such Remedy in any other instances at any time or times thereafter.
- 27.2 No waiver of any breach of the Contract shall be deemed to be a waiver of any other or of any subsequent breach.
- 27.3 Any waiver granted under the Contract must be in writing and may be given subject to conditions. Such waiver under the Contract shall be effective only in the instance and for the purpose for which it is given.

**28. SET-OFF**

- 28.1 Whenever under the Contract any sum of money (including liquidated damages and any other damages) shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other agreement with the Authority.

**29. ENTIRE AND WHOLE AGREEMENT**

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29.1 The Contract contains the entire and whole agreement between the Parties relating to the subject matter of the Contract.

**30. SEVERABILITY**

30.1 In the event any provision in the Contract is determined to be illegal, invalid or unenforceable, in whole or in part, such provision or part of it shall, to the extent it is illegal, invalid or unenforceable, be deemed not to form part of the Contract and the legality, validity and enforceability of the remainder of the Contract shall not be affected.

**31. RIGHTS OF THIRD PARTIES**

31.1 A person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any term of the Contract.

**32. SURVIVING PROVISIONS**

32.1 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract, including Clauses 17 (Gifts, Inducements and Rewards), 18.3 and 18.5 (Termination), 20 (Correspondence), 24 (Default Interest), 25 (Remedies), 26 (Variation), 27 (Waiver), 28 (Set-off), 29 (Entire and Whole Agreement), 30 (Severability), 31 (Rights of Third Parties), 32 (Surviving Provisions), 33 (Governing Law), 34 (Escalation of Disputes), 35 (Mediation), 36 (Dispute Resolution) and 37 (Order of Precedence), shall survive the termination or expiry of the Contract.

**33. GOVERNING LAW**

33.1 The Contract shall be deemed to be made in Singapore and shall be governed by and construed in accordance with the laws of the Republic of Singapore.

**34. ESCALATION OF DISPUTES**

34.1 In the event of any dispute, claim, question or disagreement arising out of or relating to the Contract or its subject matter or formation (a “**Dispute**”), no Party shall proceed to mediation or any form of dispute resolution unless the Parties have referred the Dispute to a senior officer of each Party (each, an “**Officer**”) who shall negotiate in good faith with a view to resolution of such Dispute.

34.2 If such Dispute is not resolved by agreement between the Officers within 14 days after the date of referral of the Dispute to the Officers, any Party may proceed to:

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- (a) if the Dispute is within the jurisdiction of the Small Claims Tribunals, refer the Dispute to the Small Claims Tribunals; or
- (b) give the other Party written notice for mediation as contemplated in Clause 35 (Mediation).

**35. MEDIATION**

- 35.1 Notwithstanding anything in the Contract, in the event of any Dispute and subject to Clauses 34, 35.3 and 35.4, no Party shall proceed to any form of dispute resolution unless the Parties have made reasonable efforts to resolve the same through mediation in accordance with the mediation procedure of the Singapore Mediation Centre. The Parties shall be deemed to have made reasonable efforts in accordance with this Clause 35.1 if they have gone through at least one mediation session at the Singapore Mediation Centre.
- 35.2 A Party who receives a written notice for mediation from the other Party shall consent and participate in the mediation process in accordance with this Clause 35.
- 35.3 The mediation session is to commence no later than **ninety (90)** days from the date of the written notice of mediation failing which either Party may proceed to dispute resolution.
- 35.4 Clause 35.1 shall not apply to a Dispute referred to the Small Claims Tribunals, provided that:
- (a) the Parties attend a consultation session before a Registrar (where the Parties will be given an opportunity to resolve the Dispute amicably) after a claim is filed with the Small Claims Tribunals; and
  - (b) the proceedings relating to such Dispute are not:
    - (i) discontinued by the Registrar pursuant to Section 17(3) of the Small Claims Tribunal Act; or
    - (ii) transferred out of the Small Claims Tribunals before or pursuant to such consultation session.
- 35.5 Failure to comply with Clause 35.1 or 35.2 shall be deemed to be a breach of the Contract.

**36. DISPUTE RESOLUTION**

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36.1 Each Party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any Dispute. Each Party irrevocably submits to the jurisdiction of such courts.

**37. ORDER OF PRECEDENCE**

37.1 In the event and to the extent only of any conflict between any provisions of the Contract, the conflict shall be resolved, subject to Clause 37.2, in accordance with the following order of precedence:

- (a) these Conditions of Contract;
- (b) the Requirement Specifications;
- (c) the Letter of Acceptance;
- (d) intentionally left blank;
- (e) any formal agreement executed between the Parties;
- (f) the Contractor's Tender Offer (as amplified or modified by any correspondence exchanged between the Authority and the Contractor which has been agreed to by the Authority in writing as amplifying or modifying the Contractor's Tender Offer).

37.2 Where the Contractor's Tender Offer (as amplified or modified by any correspondence exchanged between the Authority and the Contractor which has been agreed to by the Authority in writing as amplifying or modifying the Contractor's Tender Offer) contains provisions which are more favourable to the Authority in relation to the rest of the Contract, such provisions of the Contractor's Tender Offer shall prevail.

37.3 For the avoidance of doubt, this Clause 37 shall form an integral part of the Conditions of Contract referred to in Clause 37.1(a).

**COMPENDIUM OF ADDITIONAL CLAUSES (GOODS AND SERVICES)**

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**A3. INTENTIONALLY LEFT BLANK**

**A4. CONFIDENTIALITY AND SECURITY**

A4.1 Except with the prior written consent of the Authority, the Contractor shall:

- (a) treat as strictly confidential and not disclose any Confidential Information to any person, save that Confidential Information may be disclosed to Personnel of the Contractor or its Subcontractors to the extent such disclosure is reasonably necessary for the performance of the Contractor's obligations under the Contract; and
- (b) only use the Confidential Information for the sole purpose of performing the Contractor's obligations under the Contract and shall not use it for any other purpose.

A4.2 The Contractor shall take all reasonable precautions in dealing with Confidential Information so as to prevent any unauthorised person from having such access to such Confidential Information. The Contractor shall procure that all its Personnel and those of its Subcontractors and agents to whom Confidential Information is to be made available observe the obligations contained in this Clause A4 and shall, at the request of the Authority, procure that each of its Personnel and those of its Subcontractors and agents sign an undertaking to safeguard official information in the form set out in Schedule 2, if they have not already done so.

A4.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the Authority.

A4.4 For the purposes of this Clause A4, "**Confidential Information**" means any information received or obtained as a result of entering into the Contract (or any agreement entered into pursuant to the Contract), including:

- (a) information which relates to the Authority;



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- (b) information which relates to the existence and the provisions of the Contract or any Purchase Order, or of any agreement entered into pursuant to the Contract; or
- (c) any analysis, compilation, note, study, memoranda or other document derived from, containing or reflecting such information,

but does not include information that is:

- (i) or has become public knowledge otherwise than through breach of agreement or other legal obligation or through the default or negligence of the Contractor, any Subcontractor, or any of their respective Personnel;
- (ii) lawfully in the possession of the Contractor or already known to the Contractor on a non-confidential basis prior to the Contractor receiving or obtaining such information as a result of entering into the Contract, as evidenced by written records; or
- (iii) independently developed by the Contractor.

A4.5 The Contractor shall not be liable for disclosure of Confidential Information in the event and to the extent any Confidential Information is required to be disclosed by the Contractor pursuant to any applicable law, regulations or directives of any relevant government, statutory or regulatory body (including stock exchange) or pursuant to any legal process issued by any court or tribunal of competent jurisdiction, provided the Contractor shall, to the extent practicably possible and permissible by law or regulations, give the Authority prompt and prior notice of any such requirement and shall cooperate with the Authority to limit the scope of such disclosure to the maximum extent legally possible.

A4.6 No later than 30 days from the termination or expiry of the Contract:

- (a) the Contractor shall:
  - (i) return all Confidential Information received from the Authority for the purpose of the Contract or produced in the course of performing its obligations under the Contract without keeping any copies thereof; and
  - (ii) securely destroy and erase all softcopies of Confidential Information that exist in hard disk, removable storage media and other storage media or facility whatsoever,

provided that the Contractor may retain any Confidential Information as may be required by any applicable law, regulations or directives of any relevant government, statutory or regulatory body (“**Applicable Provisions**”), without prejudice to its confidentiality obligations in relation to such Confidential Information contained in this Clause A4; and

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- (b) the Contractor shall upon completion of the obligations under Clause A4.6(a), provide a written confirmation to the Authority that it has complied with Clause A4.6(a). Such written confirmation shall (i) include a description of all Confidential Information it is required to retain under the Applicable Provisions, and (ii) cite the specific Applicable Provisions it is relying on to retain such Confidential Information.

A4.7 The Contractor shall immediately notify the Authority where the Contractor becomes aware of any breach of this Clause A4 by its Personnel, any Subcontractor or any of the Subcontractor's Personnel and cooperate at its own costs with the Authority to limit the extent and impact of such breach.

A4.8 This Clause A4 shall survive the termination or expiry of the Contract.

**A5. DATA PROTECTION AND SECURITY**

**A5.1 Data Protection**

A5.1.1 The Contractor shall not, and shall ensure that all of its Personnel, and its Subcontractors and their Personnel, do not, access, monitor, use or process data obtained or held in connection with the Contract, except as reasonably necessary to perform its obligations under the Contract.

A5.1.2 The Contractor shall not, and shall ensure that all of its Personnel, and its Subcontractors and their Personnel, shall not, disclose any data obtained or held in connection with the Contract without the prior written consent of the Authority. Any request for the Authority's consent under this Clause A5 must include an explanation of why the proposed disclosure is necessary for the purposes of fulfilling the Contractor's obligations under the Contract.

A5.1.3 The Contractor shall not cause or permit personal data obtained or held in connection with the Contract to be processed, stored, accessed or otherwise transferred outside Singapore, or allow parties outside Singapore to have access to such personal data, unless (in each case) with the prior written consent of the Authority and subject to such conditions as the Authority may impose. Any request for the Authority's consent under this Clause A5 shall include an explanation of why the proposed transfer is necessary for the purposes of fulfilling the Contractor's obligations under the Contract. If consent is granted for the transfer of personal data outside Singapore, the Contractor shall provide a written undertaking that the personal data which is transferred outside Singapore will be protected to a comparable standard as it is protected under the Personal Data Protection Act 2012.

A5.1.4 The Contractor shall immediately notify the Authority when it becomes aware of a breach of Clauses A5.1.1 to A5.1.3 by itself or any Subcontractor.

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A5.1.5 The Contractor shall immediately notify the Authority as soon as it becomes aware that a disclosure of data may be required by law and cooperate and comply at its own costs with the Authority's reasonable requests and directions.

A5.1.6 The Contractor shall ensure that all personal data obtained or held in connection with the Contract and any copies thereof, regardless of the medium of storage, and which is no longer necessary for the purposes of its performance of the Contract is securely destroyed or returned to the Authority within 30 days after the expiry or termination of the Contract. Any personal data that is retained by the Contractor after such personal data is no longer necessary for the purposes of its performance of the Contract, or without the written authorisation of the Authority, is a breach of the Contract. No later than 30 days after the termination or expiry of the Contract, the Contractor shall provide a written confirmation to the Authority that it is no longer in possession of any personal data obtained or held in connection with the Contract or copies thereof, regardless of the medium of storage.

A5.1.7 The Contractor shall, and shall ensure that its Personnel and its Subcontractors and their Personnel shall, in performing its obligations under the Contract comply with all applicable personal data laws (including the Personal Data Protection Act 2012) and shall keep the Authority indemnified against all penalties and liabilities of every kind for the breach of all such laws and obligations.

**A5.2 Intentionally Left Blank**

**A5.3 Survival**

This Clause A5 shall survive the termination or expiry of the Contract.

**A6. AUTHORITY DATA**

A6.1 Without prejudice and in addition to the obligations in Clause A5, the Contractor shall ensure that, unless otherwise directed by the Authority, within seven (7) days after the termination or expiry of the Contract:

- (a) all Authority Data in the possession of or under the control of the Contractor or any Subcontractor is returned to the Authority; and
- (b) all softcopies of Authority Data that exist in hard disks, removable storage media and other storage media or facility whatsoever are securely erased and destroyed,

provided that the Contractor may retain any Authority Data as may be required by any applicable law, regulations or directives of any relevant government, statutory or regulatory body ("**Applicable Provisions**"). Where the Contractor retains any Authority Data pursuant to this proviso, the Contractor shall keep all such Authority Data confidential, and all the obligations in Clause A4 (Confidentiality and Security)

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shall apply to such retained Authority Data as if such Authority Data were Confidential Information.

- A6.2 Upon completion of the obligation under Clause A6.1, the Contractor shall provide a written confirmation to the Authority that it has complied with Clause A6.1. Such written confirmation shall (a) include a description of all Authority Data it is required to retain under the Applicable Provisions, and (b) cite the specific Applicable Provisions it is relying on to retain such Authority Data.
- A6.3 For the purposes of this Clause A6, “**Authority Data**” means data in any form, whether hardcopy or softcopy, that:
- (a) belongs to the Authority;
  - (b) is generated by the Authority;
  - (c) is received from the Authority for the purposes of the Contract;
  - (d) is supplied or is required to be supplied to the Authority under the Contract; or
  - (e) is generated in the course of the Contract.

**A7. LOSSES**

- A7.1 The Contractor shall indemnify and keep indemnified the Authority against any and all Losses sustained, incurred, paid by or suffered by the Authority arising out of or in connection with any act or omission on the part of the Contractor, any Subcontractor or any of their respective Personnel (the “**Contractor Parties**”) unless the Contractor can show that:
- (a) it is not due to the Contractor’s breach of the Contract; and
  - (b) it is not due to the negligent, unlawful or wrongful action or omission, fraud, bad faith, wilful misconduct or breach of any duty of any of the Contractor Parties.
- A7.2 If any claim is commenced against the Authority that is, in the opinion of the Authority, covered by the indemnity in Clause A7.1, notice of the claim shall be given to the Contractor as soon as practicable.
- A7.3 Upon receipt of such notice by the Authority, the Contractor shall, unless otherwise directed by the Authority, immediately take control of the defence and investigation of such claim and shall employ and engage attorneys reasonably acceptable to the Authority to handle and defend the same (including for and on behalf of the Authority), at the Contractor’s sole cost and expense.

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- A7.4 In the event the Contractor takes control of the defence and investigation of the claim, the Authority shall co-operate, at the cost of the Contractor, in all reasonable respects with the Contractor and its attorneys in the investigation, trial and defence of such claim and any appeal arising therefrom; provided, however, that this shall not limit the Authority's right to participate, at the Contractor's cost and expense, through their attorneys or otherwise, in such investigation, trial and defence of such claim and any appeal arising therefrom. No settlement of a claim that involves a remedy other than the payment of money by the Contractor shall be entered into without the consent of the Authority.
- A7.5 Notwithstanding anything to the contrary in the Contract, the Authority shall, at all times, have the right to defend the claim in such manner as it may deem appropriate, at the sole cost and expense of the Contractor. If required by the Authority, the Contractor shall immediately relinquish control of the defence and investigation of such claim.
- A7.6 This Clause A7 shall survive the termination or expiry of the Contract.

**A8. LIMITATION OF LIABILITY**

- A8.1 The aggregate liability of the Contractor to the Authority in respect of all breaches under the Contract shall not exceed the Contract Price.
- A8.2 The aggregate liability of the Authority to the Contractor in respect of all breaches under the Contract shall not exceed the Contract Price.
- A8.3 None of the limitations contained in this Clause A8 shall apply to any claim:
- (a) relating to any death or personal injury;
  - (b) relating to any patent, copyright or other intellectual property right infringement;
  - (c) which arises or is increased as a consequence of fraud, fraudulent misrepresentation, wilful misconduct or gross negligence by the Contractor, any Subcontractor, or any of their respective Personnel;
  - (d) intentionally left blank; or
  - (e) under any indemnity provided under the Contract (other than a claim relating to the Contractor's breach of the Contract).
- A8.4 Neither Party shall be liable under the Contract in respect of any loss of profit or any indirect or consequential losses.

**A9. INTENTIONALLY LEFT BLANK**

**A10. INTENTIONALLY LEFT BLANK**

**A11. COMMENCEMENT AND DURATION OF CONTRACT**

A11.1 The Contract shall commence on the date of commencement stated in the Letter of Acceptance or any other formal agreement executed between the Parties, and shall remain in force for a period of as stated in Part 3 Requirement Specifications for the completion of delivery of Firm Scope of Work (“**Contract Period**”).

**A12. INTENTIONALLY LEFT BLANK**

**A13. INTENTIONALLY LEFT BLANK**

**A14. INTENTIONALLY LEFT BLANK**

**A15. INTENTIONALLY LEFT BLANK**

**A16. INTENTIONALLY LEFT BLANK**

**A17. TERMINATION FOR CONVENIENCE**

A17.1 The Authority shall have the right to terminate the Contract for convenience by giving at least **two (2)** weeks’ written notice to the Contractor without having to assign any reason, and the Contractor shall have no claim for any damages or compensation.

**A18. TERMINATION FOR CHANGE IN CONTROL**

A18.1 If the Contractor suffers a change in Control, the Authority shall have the right to terminate the Contract by giving at least **one (1)** week’s written notice to the Contractor and the Contractor shall have no claim for any damages or compensation.

**A19. INTENTIONALLY LEFT BLANK**

**A20. INSPECTION OF GOODS IF REQUIRED BY THE AUTHORITY**

A20.1 Where inspection of any of the Goods (whether completed or in the course of production) is required by the Authority, the Contractor shall give the Authority full

and free access to such Goods and all reasonable facilities as and when required for the purpose of inspection.

**A21. SAMPLES TESTING**

A21.1 The Authority shall have the right to require the Contractor to provide samples of the Goods to be supplied under the Contract for the Authority's approval and for such further samples as are required until the Authority is satisfied that the samples submitted are in accordance with the Requirement Specifications. Upon the approval of the samples by the Authority, the Contractor shall ensure that the Goods to be supplied under the Contract meet the standards of the approved samples. If any Goods supplied under the Contract do not meet or exceed the Requirement Specifications or the standards of the approved sample, the Authority shall have the right to submit such Goods to expert examination and testing and all costs in connection therewith shall be borne by the Contractor unless such examination and test shows that such Goods meet or exceed the Requirement Specifications and the standards of the approved samples.

**A22. INTENTIONALLY LEFT BLANK**

**A23. ADEQUACY OF DESIGN**

A23.1 The Contractor shall be solely responsible for ensuring the suitability and adequacy of the design relating to every respect of the Goods and the documentation on the Goods, including the design relating to the materials used, the performance function, reliability and construction of the Goods, except that the Contractor shall not be responsible for any design furnished by the Authority.

**A24. INTENTIONALLY LEFT BLANK**

**A25. OBSOLETE PRODUCT**

A25.1 The Contractor shall promptly notify the Authority in writing at least 1 week prior to any of the Goods becoming obsolete (each, an "**Obsolete Product**"), and shall propose an equivalent or improved model to the Authority (the "**Equivalent Product**") at the same or lower price than that payable for the Obsolete Product for the Authority's approval.

A25.2 If the Authority grants its approval in writing that the proposed Equivalent Product shall replace the Obsolete Product, the Obsolete Product shall be deemed to be replaced by such approved Equivalent Product in the Contract, at the approved prices with effect from the date of such written approval. For the avoidance of doubt, if the Authority does not grant its approval in writing, the Contractor is obliged to continue providing

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such Obsolete Product until the Authority grants its approval for an equivalent or improved model to replace such Obsolete Product.



## **PART 3 - REQUIREMENT SPECIFICATIONS**

### **1. BACKGROUND**

The Energy Market Authority (EMA) is a statutory board under the Ministry of Trade and Industry. Our main goals are to ensure a reliable and secure energy supply, promote effective competition in the energy market and develop a dynamic energy sector in Singapore. Through our work, EMA seeks to forge a progressive energy landscape for sustained growth.

As part of the duties of a regulator, EMA regularly despatches notices/letters and brochures to households to update the public on important changes to the Act/Regulations and educate the public on electrical safety.

### **2. SCOPE OF WORKS**

The Contractor shall be required to provide the Firm Scope outlined below:

#### **2.1. Firm Scope**

The following firm scope of work shall be fully completed (i.e. including despatching) within 5 weeks from the date of confirmation of quantity and artwork given by the Authority to the Contractor.

##### **a. Printing & folding of Letters**

- i. The Contractor shall be responsible for the printing and folding of the Letters. The Contractor shall also supervise the colour separation and printing of the Letters.
- ii. Typesetting layout and colour proofs shall be provided based on the provided Artwork and follow-up amendments for the Authority's approval.
- iii. Mail merging and barcoding of addresses using provided data provided by the Authority. Such addresses will be provided via Excel file.
- iv. Schedule 9 – Undertaking of Non-Disclosure shall be signed within 1 week from the date of confirmation of quantity and artwork given by the Authority to the Contractor before the Excel file can be provided.
- v. Printing of names and addresses on the front page of Sheet 1 (1C x 0C).

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vi. The specifications for the printed Letters are as follows:

Size	A4
Pages	4 pages, 2 sheets  Sheet 1: 4C x 1C, 80gsm Superwhite Woodfree Paper or equivalent FSC/PEFC, must be suitable for use in laser printer/photocopier. Printing of EMA logo in PMS 179, PMS 2728 & PMS 425 on Front Page only. Printing of content in 1C x 1C. Printing of names and address data in 1C x 0C on Front Page only, using provided data in the excel file.  Sheet 2: 1C x 1C, 80gsm Superwhite Woodfree Paper or equivalent FSC/PEFC, must be suitable for use in laser printer/photocopier
Fold	In Thirds
Estimated Quantity	500,000  (Actual quantity will be conveyed to the Contractor at a later date)

b. Printing & folding of Brochures;

- i. The Contractor shall be responsible for the printing and folding of the Brochures. The Contractor shall also supervise the colour separation, printing and folding of the Brochures.
- ii. Typesetting layout and colour proofs shall be provided based on the provided Artwork and follow-up amendments for the Authority's approval.
- iii. The artwork will be provided to the Contract in PDF format. Artwork can be provided in other format if available.
- iv. The specifications for the printed Brochures are as follows:

Size	A4
Pages	2 pages, 1 sheet

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	4C x 4C, 100gsm Gloss Artpaper or equivalent .
Extent	6pp C-fold
Estimated Quantity	500,000 (Actual quantity will be conveyed to the Contractor at a later date)

c. Provision of Envelope & Postage Paid Impression (“PPI”)

- i. The Contractor shall be responsible for the printing of the Envelopes. The Contractor shall also supervise the colour separation and printing of the Envelopes.
- ii. Typesetting layout and colour proofs shall be provided based on the provided Artwork and follow-up amendments for the Authority’s approval.
- iii. The Contractor shall be responsible for the printing of the PPIs on the Envelopes.
- iv. **Price quoted shall be inclusive of postage fee paid by Tenderer.**
- v. PPI shall comply with Singapore Post’s Postage Paid Impression (PPI) Terms & Condition.
- vi. The specifications for the Envelopes are as follows:

Type	DL window
Size	115 x 230mm
Material	100gsm, White Woodfree
Specification	Flap opening on the 230mm side - Normal Gum
Window Specification	40 x 114mm (Left: 20mm; Bottom: 14mm)
Printing	EMA Corporate Logo in PMS 179, PMS 2728 & PMS 425, with Government Opaque

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Estimated Quantity	500,000  (Actual quantity will be conveyed to the Contractor at a later date)
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- d. Lettershopping of Letters and Brochures into PPI Envelopes
  - i. The Contractor shall be responsible for the insertion of the folded Letters (2-sheets) and folded Brochure (1-sheet) into the PPI Envelopes.
  - ii. The Contractor shall be responsible for the sealing of the completed PPI Envelopes.
  - iii. Total estimated quantity: 500,000.
- e. Despatch of completed PPI Envelopes to Singapore Post Limited
  - i. The Contractor shall be responsible for the pre-sorting of the completed PPI Envelopes by postal code.
  - ii. The Contractor shall be responsible for the bundling, bagging, documentation and transportation of the completed PPI Envelopes to Singapore Post Limited.
  - iii. Total estimated quantity: 500,000.

The exact quantity will be confirmed with the Contractor at a later date. For the avoidance of doubt, the items will be activated in one shot.

**3. DELIVERABLES**

3.1. The Contractor's deliverables are as follows:

- a) Production of softcopy of Letters, Brochure & PPI Envelopes;
- b) Printing of 2 nos. of hardcopy of prototype Letters, Brochures & PPI Envelopes for the Authority's approval before mass printing;
- c) Printing & folding of Letters, with overprinting of names and address data;
- d) Printing & folding of Brochures;
- e) Provision of Envelopes & PPI;

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- f) Lettershopping of Letters & Brochures into PPI Envelopes; and
- g) Despatch of completed PPI Envelopes to Singapore Post Limited.

3.2. The timeline for the submission of the deliverables are as follows:

S/N	Deliverables	Timeline
a)	Develop timeline	Within 3 working days from the date of confirmation of quantity and artwork given by the Authority to the Contractor
b)	Production of softcopy of Letters, Brochure & PPI Envelopes	Within 5 working days from the date of confirmation of quantity and artwork given by the Authority to the Contractor
c)	Printing of 2 nos. of hardcopy of prototype Letters, Brochures & PPI Envelopes;	Within 5 working days from the date of confirmation of quantity and artwork given by the Authority to the Contractor
d)	Printing & folding of Letters, with overprinting of names and address data	Within 3 weeks from the date of confirmation of quantity and artwork given by the Authority to the Contractor
e)	Printing & folding of Brochures	Within 3 weeks from the date of confirmation of quantity and artwork given by the Authority to the Contractor
f)	Provision of Envelopes & PPIs	Within 3 weeks from the date of confirmation of quantity and artwork given by the Authority to the Contractor
g)	Lettershopping of Letters & Brochures into PPI Envelopes	Within 4 weeks from the date of confirmation of quantity

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		and artwork given by the Authority to the Contractor
h)	Despatch of completed PPI Envelopes to Singapore Post Limited	Within 5 weeks from the date of confirmation of quantity and artwork given by the Authority to the Contractor

**4. OTHER REQUIREMENTS**

4.1. Nothing in the Contract shall be construed as:

- a) requiring the Authority to issue or award any Purchase Order during the term of the Contract;
- b) granting any Contractor any exclusive right to provide services to the Authority;
- c) preventing or restricting the Authority from calling any fresh quotation or tender to procure additional services.

**5. SUBMISSION OF SAMPLE BROCHURES INTO TENDER BOX**

5.1. Three (3) numbers of sample Brochures, similar to the requirements in Part 3 Requirement Specifications Para 2.1.b, shall be submitted to Tender Box No. 1 situated at the Authority's office at 991G Alexandra Road, #01-29, Singapore 119975 by closing date and time of the tender. Specification of the sample Brochures provided shall be submitted as part of the submission.

5.2. **Please submit your sample brochures in a sealed envelope with your company's name clearly indicated on the envelope for identification.**

**6. SUBMISSION GUIDELINES**

6.1. The following documents shall be submitted electronically via GeBIZ:

- a) Schedule 1 Payment Milestones
- b) Schedule 2 Undertaking to Safeguard Official Information
- c) Schedule 3 Form of Tender
- d) Schedule 4 Contract Price
- e) Schedule 5 Schedule of Persons Empowered to Act

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- f) Schedule 6 Information on Major Shareholders
- g) Schedule 7 Company's Profile and List of Relevant Track Records in printing brochures/pamphlets of minimally 500,000 quantity per order in the Last 5 Years (2018 to 2023)
- h) Schedule 8 Schedule of Compliance
- i) Schedule 9 Undertaking of Non-Disclosure

**7. ENQUIRIES**

- 7.1. Please contact the following officer(s) for clarifications on any part of this Invitation to Tender.

Name of Officer 1: Tan Zhi Wei  
Designation: Principal Engineer  
Email: TAN\_Zhi\_Wei@ema.gov.sg

Name of Officer 2: Jeremy Chin  
Designation: Senior Engineer  
Email: Jeremy\_CHIN@ema.gov.sg

**PART 4 – EVALUATION CRITERIA**

**1. Critical Criteria**

Non-compliance with the following Critical Criteria shall result in the tender proposal being **excluded from further evaluation and award**:

- 1.1 Company who is currently debarred from participating in Government procurement.
- 1.2 Compliance with the requirements in Part 3 of the Tender Document.
- 1.3 Track record of fulfilling at least one (1) print order of minimally 500,000 quantity of brochures/pamphlets in the last 5 years (2018 to 2023).

**2. Scoring Criteria**

- 2.1 Tender proposals meeting the critical criteria shall be further evaluated against the following evaluation criteria.
- 2.2 **Only Tenderers that score at least half of the 30% allocated (i.e. score 15%) under ‘Quality of sample brochures submitted’ (i.e. hurdle rate) will proceed for further evaluation and scoring for Price Competitiveness.** Tenderers that fail to meet this hurdle rate will not be further evaluated.

Criteria	Weightage (%)
Price Competitiveness of Firm Scope	60
Extensiveness of Company Track Records in printing minimally 500,000 quantity of brochures/pamphlets per order in the last 5 years (2018 to 2023)	10
Quality of sample brochures submitted	30



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**PART 5 – SCHEDULE OF ADDITIONAL DOCUMENTS**

<b>Schedule No</b>	<b>Document</b>	<b>Remarks for Tenderers</b>
Schedule 1	Payment Milestones	This forms part of the contract requirements. This schedule need not be replicated and uploaded onto GeBIZ
Schedule 2	Undertaking to Safeguard Official Information	To be submitted by Awarded Contractor
Schedule 3	Form of Tender	To be submitted by all Tenderers
Schedule 4	Contract Price	To be submitted by all Tenderers
Schedule 5	Schedule of Persons Empowered to Act	To be submitted by all Tenderers
Schedule 6	Information on Major Shareholders	To be submitted by all Tenderers
Schedule 7	Company's Profile and List of Relevant Track Records in the Last 5 Years (2018 to 2023)	To be submitted by all Tenderers
Schedule 8	Statement of Compliance	To be submitted by all Tenderers
Schedule 9	Undertaking of Non-Disclosure	To be signed by Awarded Contractor

**SCHEDULE 1 - PAYMENT MILESTONES**

<b>Milestone</b>	<b>% of Contract Price</b>
Completion of all printing and despatching of completed PPI Envelopes to Singapore Post Limited	100

**SCHEDULE 2 - UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION** [To be filled and sign by Awarded Contractor]

**TENDER REFERENCE NO. :** \_\_\_\_\_

To: Energy Market Authority

My attention has been drawn to the Official Secrets Act (Chapter 213, Revised Edition 2012) and in particular to section 5 thereof which relates to the safeguarding of official information.

2 I understand and agree that all official information acquired by me in the course of my work and consultancy with any government department, statutory board or government-owned company is strictly confidential in nature, and undertake not to publish or communicate such information to any unauthorised person in any form at any time, without the official sanction of the Chief Executive Officer of the statutory board.

3 I shall ensure that any other person who is authorised by me to have access to any official information shall similarly sign an undertaking to safeguard official information.

4 I undertake to return any document received from the Authority, and any other copies made or reproduced from such document or part thereof whenever required by the Authority.

5 I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the Official Secrets Act or civil proceedings.

..... (Signature)	..... (Full name in BLOCKS)
..... (Designation)	..... (Name of Company)
..... (Date)	
..... (Signature of WITNESS)	..... (Full name in BLOCKS)

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.....  
(Designation)

.....  
(Name of Company)

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**SCHEDULE 3 - FORM OF TENDER**

To: Energy Market Authority

Name(s) of Tenderer(s):<sup>1</sup>

Address :

**TENDER NO:** \_\_\_\_\_

1 We offer and undertake on your acceptance of this Tender Offer to supply goods and services as specified in the Requirements Specifications in accordance with the Instructions to Tenderer in your Invitation to Tender and the terms and conditions as agreed upon between you and us.

2 Our Tender Offer is fully consistent with and does not contradict or derogate from anything in your Invitation to Tender. We may include in our Tender Offer alternative offer(s) which comply with your Invitation to Tender.

3 Where required by you, we shall execute a formal agreement in the appropriate form incorporating the terms and conditions as agreed upon between you and us. Until the said formal agreement is executed, this Tender Offer together with your written acceptance, shall constitute a binding agreement between us.

4 OUR OFFER IS VALID FOR the Validity Period as specified in the Invitation to Tender and for any such extension of the period as may be agreed in writing by the Tenderer at the request of the Authority.

5 Our prices for the goods and services to be supplied by us are stated in the price schedule attached to our Tender Offer.

6 We further undertake to give you any further information which you may require.

7 We warrant, represent and declare that we have the power to enter into, perform and deliver, and have taken all necessary action to authorise our entry into, performance and delivery of, the binding agreement upon your written acceptance of our Tender Offer.

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<sup>1</sup> If the Tender Offer is submitted by a consortium, each member of the consortium shall be named. The Lead Member of the consortium shall submit the Tender Offer on behalf of the consortium members. 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. Each member of the consortium shall be listed. For example, the Name(s) of Tenderer(s) field should read "[Name of Lead Member], acting in its own name and in the name and for and on behalf of [Name(s) of other Consortium Member(s)]".

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8 We undertake to ensure that our sub-contractors are not debarred from participating in Government tenders.

*[No handwritten signature or company stamp is required for documents submitted through GeBIZ. The Government/Statutory Board shall be entitled to rely on the use or entry of the prescribed Authentication Device (as defined in the Terms and Conditions For Use Of The Government Electronic Business) by the Tenderer or its representative(s) as the authorised signature of the Tenderer, as conclusive evidence of the authenticity of the submitted document and the authority of the originator of the submitted document.]*

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**SCHEDULE 4 - CONTRACT PRICE**

For tenderer to enclose the price breakdown of the contract price.

FIRM SCOPE OF WORK

S/N		Unit of Measurement	Price Per Lot	Unit of Measurement	Price Per Block
1	PRINTING & FOLDING OF LETTERS, WITH OVERPRINTING OF NAMES AND ADDRESSES DATA	1 Lot of 500,000	A: S\$ _____	Per additional block of 1,000 above 500,000 qty	S\$ _____
2	PRINTING & FOLDING OF BROCHURES	1 Lot of 500,000	B: S\$ _____	Per additional block of 1,000 above 500,000 qty	S\$ _____
3	PROVISION OF ENVELOPES & POSTAGE PAID INDICATIONS (PPI)	1 Lot of 500,000	C: S\$ _____	Per additional block of 1,000 above 500,000 qty	S\$ _____
4	LETTERS SHOPPING OF LETTERS &	1 Lot of 500,000	D: S\$ _____	Per additional block of 1,000 above 500,000 qty	S\$ _____

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	BROCHURES INTO PPI ENVELOPES				
5	DESPATCH OF PPI ENVELOPES	1 Lot of 500,000	E: S\$_____	Per additional block of 1,000 above 500,000 qty	
	<b>Total Price to key in GeBIZ</b>		S\$_____		
			(A+B+C+D+E)		

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**SCHEDULE 5 - SCHEDULE OF PERSONS EMPOWERED TO ACT**

The following persons are empowered to sign contract documents and act on the firm's/company's behalf for this project:

NAME	NRIC No.	Position Held

**SCHEDULE 6 – INFORMATION ON MAJOR SHAREHOLDERS**

Person, Company or Corporation which owns, whether directly or indirectly, at least 50% of the total number of shares in the tenderer.		Details of shares held by such person, company or corporation		
Name	Address	Number of Shares	% of Shares	Class of Shares

*Delete where not applicable*

**SCHEDULE 7 – COMPANY’S PROFILE (INCLUDING RELEVANT TRACK RECORDS IN THE LAST 5 YEARS FROM 2018 TO 2023)**

**(A) COMPANY’S PROFILE**

Name of Company:

Registered Address:

Main Contact Person:

Telephone Number:

Facsimile Number:

Email Address:

GST Status:

GST Registration No. (if relevant):

Brief Write-Up of Company:

Associated Company (Parent/Subsidiaries):

**(B) RELEVANT TRACK RECORDS IN THE LAST 5 YEARS (2018 TO 2023)**

Name of Project (Past and Present)	Brief Description of Services Provided	Client	Reference Contact (with contact details) <sup>2</sup>	Contract Period		Contract Sum
				From	To	

I declare that the information given above is correct and complete. (Please use separate sheet if space is insufficient).

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<sup>2</sup> The Authority reserves the right, at its sole discretion, to verify the accuracy of the track record listed above.

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**SCHEDULE 8 - STATEMENT OF COMPLIANCE**

1. The Tenderer shall complete the Statement of Compliance Table with the following responses to all the clauses in Part 3 Requirement Specification:

“Compliance” or “C”                      Able to fully comply with the requirements. The Tenderer shall not add comments against the clause that vary the meaning of full compliance to the clause.

For statements that do not call for the Tenderer to meet a specific requirement but merely informs the Tenderer of a fact, the Tenderer's response shall state “C”.

“Non-Compliance” or “NC”    Unable to comply with the requirements at all.

Explanatory note must be provided under the column "Remarks" for cases where the compliance are “NC”. Vague responses such as "Refer to brochure attached" are not acceptable.

2. The Tenderer shall take note of the language used for each clause in **Part 3**.

Must, Shall, Will or Mandatory	:	The item mentioned is an absolute requirement.
Should, Where Possible or Recommended	:	The item mentioned should be followed. Exceptions must be documented and approved by the Government Agency. Compensating controls must be in place
May or Optional	:	The item mentioned is truly optional. It may be followed as a suggestion.

3. Where there is a failure to indicate any compliance against any clause, it shall be deemed that the Tenderer has indicated “Comply” and the Tender Offer will be evaluated accordingly.
4. For statements that do not call for the Tenderer to meet a specific requirement but merely informs the Tenderer of a fact, the Tenderer’s response shall indicate “Comply”.

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**STATEMENT OF COMPLIANCE**

<b>CLAUSE NUMBER</b>	<b>COMPLIANCE (C/NC)</b>	<b>REMARKS</b>
Clause 2.1.a		
Clause 2.1.b		
Clause 2.1.c		
Clause 2.1.c.iv		
Clause 2.1.d		
Clause 2.1.e		
Clause 3.1		
Clause 3.2		
Clause 4.1		
Clause 5.1		
Clause 5.2		
Clause 6.1		

**SCHEDULE 9 – UNDERTAKING OF NON-DISCLOSURE**

To: Energy Market Authority

In consideration of you agreeing at our request to disclose or make available to us such information and documentation (“Information”) as may be applicable to the Contract for \_\_\_\_\_ dated \_\_\_\_\_ entered into between yourselves  
(Tender Reference No.) (Tender Date)  
and us (“Contract”), we \_\_\_\_\_  
(name of company)  
of \_\_\_\_\_  
(address)

hereby agree and undertake that, save as hereinafter provided, such information shall be treated by us as official and classified at all times and further agree and undertake as follows:

1. We shall not without your prior written consent disclose the information to any third party (within or outside Singapore) and shall use our best endeavours to prevent the unauthorised publication or disclosure of the Information.
2. We shall divulge the Information only to those personnel who are directly connected with the Contract (“Personnel”) and who have prior to such disclosure entered into an Undertaking with you in the form set out in the Schedule or in such other manner as you may require.
3. We shall ensure that the Personnel are aware of and shall comply with the confidentiality and non-disclosure obligations contained herein and we shall fully indemnify you and keep you fully indemnified at all times against any losses, costs, expenses or damages that you may sustain or incur as a result of any breach of confidence by us and/or any of the Personnel.
4. We shall immediately notify you in writing if and when we become aware that a disclosure of the Information may be required by law.
5. We shall not use the Information for any purpose other than for effectively carrying out our obligations under the Contract.
6. We shall take all precaution to prevent the loss of or unauthorised access, use, modification or misuse of the Information by any third party (within or outside Singapore). We shall comply with any security procedures as may be specified by you and shall not deviate from or make any change in the security procedures without your prior written consent.
7. We shall immediately notify you in writing if we become aware of any breach of the requirements of this Undertaking either by us or any Personnel.

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8. We shall cooperate and comply with any request, direction or guideline that you may from time to time make in relation to the management of the Information.
9. We shall return to you all Information (whether in the form of documents or otherwise) given to us by you and any copies thereof or otherwise dispose of the same in such manner as may be directed by you.
10. The foregoing obligations shall continue in full force and effect notwithstanding the expiry or termination of the Contract. We understand that we may be prosecuted under under the Official Secrets Act (Cap 213) and/or the Statutory Bodies and Government Companies (Protection of Secrey) Act (Cap 319) for any breach of this Undertaking.

Dated \_\_\_\_\_

SIGNED for and on behalf of

.....  
(name of company)

.....  
(Signature)

.....  
(Name)

.....  
(Designation)



**OFFICIAL CLOSED**

To: Energy Market Authority

In consideration of you agreeing at my request to disclose or make available to me whether directly or through \_\_\_\_\_ (“Contractor”)

*(name of company)*

such information and documentation as may be applicable to the Contract for \_\_\_\_\_ dated \_\_\_\_\_ (“Contract”) expressed to be entered between

*(Tender Reference No.)*

*(Tender Date)*

you \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_ the Contractor, I \_\_\_\_\_ of

*(name)*

*(address)*

hereby agree and undertake that, save as hereinafter provided, such documents and all the information that I may acquire (“Information”) at any time during my period of service with the Contractor shall be treated by me as official and classified at all times and further agree and undertake as follows:

1. I shall not without your prior written consent disclose the information to any third party (within or outside Singapore) and shall use my best endeavours to prevent the unauthorised publication or disclosure of the Information.
2. I shall divulge the Information only to those personnel who are directly connected with the Contract (“Personnel”) and who have prior to such disclosure entered into similar Undertaking with you.
3. I shall ensure that the Personnel to whom I divulge any such Information are fully aware that the Information is confidential to you.
4. I shall indemnify you and keep you fully indemnified at all times any losses, costs, expenses or damages that you may sustain or incur as a result of any breach of confidence by me whether during the period of my service with the Contractor or at any time thereafter.
5. I shall immediately notify you in writing if and when we become aware that a disclosure of the Information may be required by law.
6. I shall not use the information for any purpose other than for the purpose of effectively carrying out the duties assigned to me by you or the Contractor in relation to the Contract.
7. I shall take all precaution to prevent the loss of or unauthorised access, use, modification or misuse of the Information by any third party (within or outside Singapore). I shall comply with any security procedures as may be specified by you and

**OFFICIAL CLOSED**

shall not deviate from or make any change in the security procedures without your prior written consent.

- 8. I shall immediately notify you in writing if I become aware of any breach of the requirements of this Undertaking either by me or any Personnel.
- 9. I shall cooperate and comply with any request, direction or guideline that you may from time to time make in relation to the management of the Information.
- 10. I shall return all Information (whether in the form of documents or otherwise) given to me by you or by the Contractor relating to the Contract and any copies thereof or otherwise dispose of the same in such manner as may be directed by you.
- 11. The foregoing obligations shall continue in full force and effect notwithstanding the completion, expiry or termination of my period of service with the Contractor.
- 12. I understand that I may be prosecuted under under the Official Secrets Act (Cap 213) and/or the Statutory Bodies and Government Companies (Protection of Secrecy) Act (Cap 319) for any breach of this Undertaking.

Dated \_\_\_\_\_

SIGNED for and on behalf of

.....  
(Signature)

.....  
(Name)

.....  
(Designation)