

## **SECTION A**

### **INSTRUCTION TO TENDERERS**

#### **APPOINTMENT OF CONTRACTOR TO PROVIDE SECURITY SERVICES FOR THE NATIONAL LIBRARY BOARD PREMISES, SINGAPORE**

## SECTION A: INSTRUCTIONS TO TENDERERS

### 1. Interpretation

- 1.1 In this Invitation to Tender and in any resultant Contract (defined in the Conditions of Contract) the following definitions shall apply:
- (a) **Closing Date** means the time and the date referred to in the covering letter for this Invitation to Tender (**ITT Letter**), which is the deadline for submission of Tender Offers.
  - (b) **Invitation to Tender** means the invitation to participate in this tender and comprises all the tender documents referred to in the ITT Letter (**Tender Documents**).
  - (c) **NLB** means the National Library Board, a statutory board in Singapore established under the *National Library Board Act (Chapter 197)*.
  - (d) **Tender Offer** means the submission made by a Tenderer in response to this Invitation to Tender (including clarifications submitted pursuant to Clause 17 below).
  - (e) **Tender Prices** means the prices, fees or charges stated in the Tender Offer for the provision of Goods and/or Services required under this Invitation to Tender.
  - (f) **Tenderer** means a person (including a company or firm or other entity) that submits a Tender Offer to provide the Goods and/or Services required under this Invitation to Tender. Tenderer shall be read to include two or more persons in the case of Consortiums.
  - (g) All other terms referred to in this Invitation to Tender shall be as defined in the Conditions of Contract or in other Tender Documents as the case may be.
  - (h) Unless otherwise expressly stated, all periods and days referred to include weekends and public holidays (in Singapore or elsewhere).
  - (i) Unless otherwise expressly stated, all dates and times refer to Singapore dates and times.
  - (j) The word “including” shall be read as “including but not limited to” and “include” shall be similarly interpreted.

### 2. Government Registration Authority

- 2.1 Where the evaluation criteria in terms of supply category/head and financial category requires registration with any Government Registration Authority

(GRA) such as the Ministry of Finance and the Building and Construction Authority, the evaluation of such criteria will be made by the relevant GRA.

- 2.2 Tenderers who are registered with the relevant GRA under the required supply category/head and financial category (with validity up to the Closing Date) must declare their registration status in the manner set out in this Invitation to Tender.
- 2.3 Tenderers who are not yet registered with the relevant GRA under the required supply category/head and financial category or whose registration will not be valid up to the Closing Date must apply for registration with the relevant GRA. Applications can be made through the Government Electronic Business (GeBIZ) Homepage at <http://www.gebiz.gov.sg>. If registration with the relevant GRA is still pending at the time of submission of the Tender Offer, Tenderers must enclose a copy of the receipt issued by the GRA for the application made.

### **3. Eligibility**

3.1 Tenderers must not:

- (a) be subject to any proceedings relating to liquidation, dissolution, receivership or bankruptcy or be bankrupt or insolvent.
- (b) have compounded with any of its creditors or have a receiver appointed in respect of the whole or any part of its assets.
- (c) be under a writ of distress or execution or other similar process of court relating to any property of the Tenderer.
- (d) in any way be debarred from public sector tenders.

3.2 Tenderers who:

- (a) do not meet any critical criteria under the Evaluation Criteria; or
- (b) who do not attend compulsory tender briefings or compulsory site show rounds as may be stated in the ITT Letter,

are liable to be disqualified at the sole discretion of the NLB.

### **4. Submission of Tender Offers**

- 4.1 Tenderers shall submit their Tender Offers by the Closing Date through tender box and/or GeBIZ based on the mode of submission stated in the ITT letter.
- 4.2 Where Tender Offers or parts of Tender Offers are submitted using GeBIZ:

**APPOINTMENT OF CONTRACTOR TO PROVIDE SECURITY SERVICES FOR  
THE NATIONAL LIBRARY BOARD PREMISES, SINGAPORE**

Section A

- (a) the submissions shall be in accordance with the Terms and Conditions For Use Of The Government Electronic Business at <http://www.gebiz.gov.sg> (**GeBIZ Terms**).
- (b) documents may be submitted without any handwritten signatures. The NLB shall be entitled to rely on the use of the prescribed Security Device (as defined in the GeBIZ Terms) in place of the authorized signature of the Tenderers.

If there is any inconsistency between the terms in this Invitation to Tender and the GeBIZ Terms, the former shall prevail.

4.3 Where Tender Offers or parts of Tender Offers are submitted using the tender box:

- (a) the submission must be in sealed envelopes.
- (b) the envelope should state (i) the Tender reference number; (ii) the name of the Tenderer, and (iii) the address of the Tenderer.
- (c) it shall be the sole responsibility of Tenderers to ensure delivery by hand into the tender box, which will be in a position accessible to the public within the corporate business hours of the NLB (namely on weekdays only from 9 a.m. to 5.30 p.m.).

4.4 If there is any inconsistency between the terms in the Tender Offer submitted using GeBIZ and the terms in the Tender Offer submitted using the tender box, the former shall prevail.

4.5 If any false or inaccurate or erroneous information is provided in the Tender Offer, the NLB shall be entitled to rescind any contracts entered into with the Tenderer without being liable for any damages or compensation.

## **5. Language**

5.1 Tender Offers and all supporting information and documentation submitted as part of the Tender Offer shall be written or properly translated into the English language. All information and documents that are not in the English language shall be treated as part of the Contract only if:

- (a) non-English language information and/or documentation was submitted as a specific requirement under the Requirement Specifications; or
- (b) specifically accepted in the Letter of Acceptance.

## **6. Compliance with Instructions and Forms**

6.1 Tender Offers must be submitted:

- (a) according to the instructions and terms contained in this Invitation to Tender.
- (b) using the forms prescribed in this Invitation to Tender.

6.2 Tender Offers are liable to be disqualified at the NLB's sole discretion if they:

- (a) are not submitted in accordance with the instructions and terms contained in this Invitation to Tender (including this Instructions to Tenderers).
- (b) vary or attempt to vary the Conditions of Contract.
- (c) vary or attempt to vary any of the forms prescribed in this Invitation to Tender.
- (d) do not meet the Requirement Specifications. For the avoidance of doubt, the offer of goods with better overall specifications or functionalities and the offer of services at an overall higher level or standard may be considered by NLB at its sole discretion.

## **7. Validity Period**

7.1 Tender Offers submitted shall remain valid for acceptance during the Validity Period set out in the Form of Tender and during such extension(s) of the period as may be required by NLB or agreed in accordance with the Form of Tender.

## **8. Withdrawal of Tender Offers**

8.1 Any Tenderers that withdraw Tender Offers after the Closing Date are liable to be debarred from future public sector tenders.

## **9. Acceptance of Tender Offers**

9.1 The NLB shall be under no obligation to accept the lowest or any Tender Offer.

9.2 The NLB shall have the right to accept parts of Tender Offers from one or more Tenderers except in the case of Tenderers that expressly stipulate to the contrary in their Tender Offers.

9.3 The issuance by the NLB of a Letter of Acceptance accepting a Tender Offer or parts of a Tender Offer (subject to Sub-Clause 9.2 above) shall create a binding contract for the provision of the Goods and/or Services required to the extent accepted in the Letter of Acceptance. The binding contract shall be governed by the terms of the Contract (as defined in the Conditions of Contract).

9.4 Tenderers accept and acknowledge that any terms of the Tender Offer that are inconsistent with the Conditions of Contract and the Requirement Specifications shall not be construed as part of the terms of the Contract unless

the NLB, at its sole discretion, specifically incorporates such terms into the Contract.

- 9.5 The Letter of Acceptance may be issued to successful Tenderer(s):
- (a) through GeBIZ; or
  - (b) by post/hand to the address of the successful Tenderer(s) as set out in the Tender Offer.
- 9.6 The NLB may, at its sole discretion, require the successful Tenderer(s) to sign a written agreement in a form to be determined by the NLB.
- 9.7 The NLB is not under any obligation to inform any Tenderers of the reasons for non-acceptance of a Tender Offer.

## **10. Ownership of Items Provided by NLB and Intellectual Property**

- 10.1 All information, data, instructions, plans, drawings, specifications, documents, materials and other items shown or provided to Tenderers pursuant to this Invitation to Tender by or on behalf of the NLB shall remain the property of the NLB or third parties as the case may be. Tenderers shall immediately return all or any of the same on written request by the NLB or securely and permanently delete/destroy the same within 10 days of the award to the Contract (except in the case of the successful Tenderer).
- 10.2 Tenderers required to return or delete/destroy the information, data, instructions, plans, drawings, specifications, documents, materials and other items shown or provided to Tenderers pursuant to this Invitation to Tender by or on behalf of the NLB shall provide written confirmation that the same has been done if required to do so by NLB.
- 10.3 All Intellectual Property reflected or subsisting in the information, data, instructions, plans, drawings, specifications, documents, materials and other items shown or provided to Tenderers pursuant to this Invitation to Tender by or on behalf of the NLB belong to the NLB or third parties as the case may be.

## **11. Ownership of Items Provided by Tenderers and Intellectual Property**

- 11.1 Tender Offers and all accompanying documents, plans, drawings, materials and other items that are submitted by Tenderers shall become the property of the NLB (except in the case of samples see Sub-Clauses 11.2 – 11.3).
- 11.2 Where the Requirement Specifications state that samples of goods or any other items are to be submitted; such samples shall be:
- (a) delivered at the cost and expense of the Tenderers.
  - (b) delivered to the place; and by or on the date and time stipulated.

**APPOINTMENT OF CONTRACTOR TO PROVIDE SECURITY SERVICES FOR  
THE NATIONAL LIBRARY BOARD PREMISES, SINGAPORE**

Section A

- (c) delivered in such numbers for each of the goods or items as stipulated.
- (d) delivered with the Samples Submission Form set out in the Requirement Specifications.
- (e) marked clearly with the:
  - (i) Tender reference number;
  - (ii) description of the good or item concerned, and
  - (iii) name of the Tenderer concerned.
- (f) collected by Tenderers at their cost and expense from the place and on the date and time stipulated by NLB in writing if the samples are to be returned; and any not so collected may be retained or disposed without any compensation to Tenderers.

11.3 When submitting samples, Tenderers shall state in writing whether the samples are to be returned (unless this Invitation to Tender states that they will be subject to destructive testing, in which case the NLB is not obliged to make any returns). If there is no statement on a return, the NLB shall not be obliged to return any samples and shall have the right to retain or dispose of the same without any compensation to the Tenderers.

11.4 Intellectual Property reflected or subsisting in the Tender Offers and all accompanying documents, plans, drawings, materials, samples and other items that are submitted by Tenderers in response to this Invitation to Tender belong to the Tenderers or third parties as the case may be. Provided that in the case of the successful Tenderer, the ownership or rights to Intellectual Property will ultimately be governed by the Conditions of Contract.

**12. Alteration, Erasures, Illegibility and Visibility**

12.1 Except for amendments to entries made by the Tenderer which are initialed by the Tenderer, Tender Offers bearing any other alterations or erasures and Tender Offers in which prices are not legibly stated are liable to disqualification at the NLB's sole discretion.

12.2 The Tenderer shall ensure that all information in its Tender Offer is clearly visible without further action required by the NLB (e.g. all information in electronic files must not be in hidden rows or otherwise not visible without further action such as one or more additional clicks on top of the opening of the electronic file). Any information that is not clearly visible without further action shall not be taken to be part of the Tender Offer unless otherwise agreed by NLB in writing.

**13. Expense**

13.1 No cost or expense incurred by Tenderers in the preparation of Tender Offers shall be borne by the NLB.

**14. Tender Price and Goods and Services Tax**

- 14.1 Tenderers must satisfy themselves before submitting any Tender Offers as to the correctness and sufficiency of their Tender Prices for the complete provision of all Goods and/or Services required under this Invitation to Tender.
- 14.2 The Tender Prices set out in the Tender Offer shall be deemed to have included the delivery of all Goods and/or the performance of all Services to meet the Requirement Specifications in full (except for any Goods and/or Services where it is expressly stated in the Requirement Specifications that an offer is at the Tenderer's option). This is so regardless of whether every item or part of the Goods and/or Services to meet the Requirement Specifications in full have actually been listed in the Tender Offer or individually priced in any breakdown of the Tender Prices. The price/fee/charges of anything not specifically listed or priced in the Tender Offer shall be deemed to have been included in other prices/fees/charges actually set out in the Tender Offer.
- 14.3 The Tender Prices proposed in Tender Offers must exclude any Singapore Goods and Services Tax (**GST**) chargeable for the supply of goods and/or services required under this Invitation to Tender under the *Goods and Services Tax Act (Chapter 117A)*.
- 14.4 Tenderers shall use the form in the Requirement Specifications to submit their Tender Price and its breakdown.
- 14.5 Tender Prices are deemed to be stated in Singapore dollars if the type of currency is not expressly stated in the Tender Offer.
- 14.6 If Tender Prices are stated in currencies other than the Singapore dollar, NLB reserves the right to convert all prices to Singapore dollars for purposes of evaluation using a method of conversion selected at its sole discretion.

**15. Export and Other Approval**

- 15.1 Tenderers shall clearly indicate in their Tender Offers if there is any requirement for:
- (a) end-user certificates or statements from the NLB; or
  - (b) separate agreements between the NLB and the Tenderer concerned or third parties,
- to satisfy any export or other requirements of any third party or foreign government/country.
- 15.2 If there is a failure to provide such information, the NLB shall be entitled to rescind any contracts entered into with the Tenderer without being liable for any damages or compensation.

**16. Consortiums**

16.1 **Consortium** means an unincorporated joint venture through the medium of a consortium or a partnership.

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

- (a) Each member of the Consortium shall be a business organization duly organized, existing and registered under the laws of the country it is established in.
- (b) The Lead Member must be registered with the relevant GRA under the required supply category/head and financial category stated in the ITT Letter. All other members must at least be registered with a GRA but need not meet the required supply category/head and financial category stated in the ITT Letter.
- (c) No Consortium shall include a member which has been debarred from Singapore public sector tenders.
- (d) After the submission of the Tender Offer, any changes to Consortium membership must be approved in writing by the NLB.
- (e) In the case of Consortiums, 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; and the consortium or partnership agreement must incorporate the terms set out in Sub-Clauses 16.2(i)(iii) to (v) below.
  - (ii) Documentary proof must be provided that there is a Lead Member which is authorised by all members of the Consortium to sign and submit the Tender Offer, receive instructions, give any information, accept or execute any contracts and act for and on behalf of all the members of the Consortium. The documentary proof could be in the form of:
    - (1) relevant provisions in the certified copy of the consortium or partnership agreement, or
    - (2) certified copies of powers of attorney from each members of the Consortium.
- (g) The Tender Offer must be submitted by the Lead Member.
- (h) Information must be submitted with respect to:
  - (i) the identity of the Lead Member;

- (ii) the legal relationship among the members of the Consortium;
  - (iii) the role and responsibility of each member of the Consortium;  
and
  - (iv) the address of the Lead Member of the Consortium to which the NLB may send any notice, request, clarification or correspondence.
- (i) Where the NLB awards the Contract to a Consortium, the following shall apply:
- (i) The Letter of Acceptance may sent be 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 NLB of a Letter of Acceptance shall create a contract that is binding on all the members of the Consortium for the provision of the Goods and/or Services required under this Invitation to Tender to the extent accepted in the Letter of Acceptance. The binding contract shall be governed by the terms of the Contract.
  - (iii) Each member of the Consortium shall be jointly and severally responsible to the NLB for the due performance of the Contract.
  - (iv) If any member of the Consortium is adjudicated a bankrupt, goes into liquidation, becomes debarred from Singapore public sector tenders or otherwise withdraws from the Consortium, the surviving member(s) of the Consortium shall be obliged to carry out and complete the performance of the Contract. For the avoidance of doubt, if any member of the Consortium is adjudicated a bankrupt, or goes into liquidation or becomes debarred from Singapore public sector tenders, the remaining members shall ensure its removal or withdrawal from the Consortium.
  - (v) Apart from the removal or withdrawal referred to in Sub-Clause 16.2(i)(iv) above, any other changes to Consortium membership must be approved in writing by the NLB.

## **17. Clarifications**

- 17.1 If the NLB sends a written notice to any Tenderers to clarify any aspect of their Tender Offers, the Tenderers concerned must provide full and comprehensive responses within 3 days of the date of the written notice unless a longer period is permitted by the NLB in writing.
- 17.2 For the avoidance of doubt, such written notices may include a request for the submission of missing documents or information that may be required by the NLB for this Invitation to Tender (including Prescribed Forms) relating to:

- (a) administrative information (including *curriculum vitae* and track records);
- (b) information already held by public agencies; or
- (c) information otherwise accessible/distributed to the public or sections of the public through websites or publications or documents.

Provided that no Tenderer shall, in any case, be permitted to submit any concept plans or designs or other creative work (including drawings and writings) or Tender Prices pursuant to this Sub-Clause 17.2.

- 17.3 The clarifications sent by the Tenderers, may be incorporated into the Contract (to the extent accepted by the NLB) by reference in the Letter of Acceptance or otherwise in writing, if the clarifications are sent by:
- (a) any person named in the Schedule of Empowered Persons submitted by the Tenderer;
  - (b) the proposed Project Manager or other representatives expressly named in the Tender Offer; or
  - (c) any person who copies the clarifications to one or more of the persons referred to in Sub-Clauses 17.3(a) or 17.3(b) above.

- 17.4 Tenderers shall seek any clarification on the Invitation to Tender at least 7 days before the Closing Date.

## **18. Demonstration of capabilities**

- 18.1 Tenderers shall at their own cost and expense, at the written request of the NLB, prepare and conduct demonstrations and/or presentations to substantiate the claims and proposals in their Tender Offers. The time, date and venue for any such demonstrations and/or presentations shall be determined by the NLB in writing.

## **19. Short listing**

- 19.1 The NLB reserves the right to shortlist Tenderers in accordance with the evaluation criteria set out in this Invitation to Tender and give those so shortlisted the opportunity to submit new Tender Offers on the basis of revised requirements on the part of NLB. The submission of new Tender Offers shall be in accordance with a common deadline and new submission instructions issued by the NLB in writing.
- 19.2 The new Tender Offers received based on the revised requirements must be complete and comprehensive and shall form the basis of the final Tender Offer evaluation. All Tender Offers received earlier shall be treated as lapsed.

**20. Confidentiality**

- 20.1 Except with the consent in writing of the NLB, Tenderers shall not disclose to any third parties, the provisions of this Invitation to Tender and any information, data, instructions, plans, drawings, specifications, documents, materials and other items shown or provided to Tenderers pursuant to this Invitation to Tender by or on behalf of the NLB.
- 20.2 The Tenderer shall ensure that, if requested by the NLB in writing, all employees, agents, contractors or suppliers that are involved in preparing or presenting the Tender Offer must complete and submit the Undertaking to Safeguard Official Information as found in the Prescribed Forms.

**21. Applicable Law**

- 21.1 All Tender Offers submitted pursuant to this Invitation to Tender and the formation of any resulting contracts shall be governed by the laws of the Republic of Singapore.

**22. Limitation of Liability**

- 22.1 Liability arising from any failure of the NLB to comply with any obligations relating to the conduct of this Invitation to Tender shall be limited to the reasonably incurred costs of preparing and submitting the Tender Offer. For the avoidance of doubt, there shall be no liability relating to any claim for any loss of profit or indirect or consequential losses.

**23. Amendment to Invitation to Tender**

- 23.1 The NLB reserves the right to amend or to issue supplementary terms to this Invitation to Tender at any time prior to the Closing Date and such amended or supplementary terms shall be binding on the Tenderers and shall be part of the Contract formed.
- 23.2 The amendment or issuance of supplementary terms can only be done through GeBIZ or otherwise in writing by NLB. No oral representation by or on behalf of the NLB by any officer, agent or representative of the NLB shall be:
- (a) accepted or construed as amending or being supplementary to the terms of this Invitation to Tender, or
  - (b) binding on the NLB.
- 23.3 Where amendments or the issuance of supplementary terms is through GeBIZ, the NLB is not obliged to give notice of the same and it shall be the sole responsibility of the Tenderers to check GeBIZ on a frequent basis for any such amendments or supplementary terms.

**24. Authorised NLB Representative**

- 24.1 All acceptance, approvals, consents, requests and instructions from the NLB pursuant to this Instructions to Tenderers shall be valid only if issued in writing by the NLB Representatives set out in the ITT Letter; except that the Letter of Acceptance to award the Contract shall be issued by an authorised contract signatory for NLB.
- 24.2 For the avoidance of doubt, the NLB may add or change the NLB Representatives from time to time through amendments to the Invitation to Tender (prior to the Closing Date) or otherwise in writing (after the Closing Date).