

HOUSING & DEVELOPMENT BOARD

INSTRUCTIONS TO TENDERERS

PROCUREMENT OF CONCEPTUALISATION, DESIGN AND DEVELOPMENT SERVICES FOR PUNGGOL NORTHSHORE VIRTUAL SHOWCASE

1. DEFINITIONS AND INTERPRETATION

- 1.1 Throughout this Invitation to Tender and any resultant Contract, unless the context otherwise requires, the following definitions shall apply:

"Closing Date and Time" means the latest closing date and time of the Tender as notified by the HDB.

"Conditions of Contract" also includes such clauses from the Compendium of Additional Clauses as will form part of the Contract.

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

"Contract" means any resultant contract and its annexes between the HDB and the successful Tenderer.

"Contractor" means the successful Tenderer.

"Debar" means to be forbidden from participating in Government Ministries'/Departments' and Statutory Boards' tender(s).

"Financial Category" means the financial limit as determined by the Government Registration Authorities up to which the company or corporation is allowed to participate in any one single tender.

"GeBIZ" means the Government Electronic Business website at <http://www.gebiz.gov.sg>.

"Government Registration Authorities (GRA)" include the Building & Construction Authority (BCA) and the Expenditure & Procurement Policies Unit (EPPU) of the Ministry of Finance and such other government and/or statutory bodies and/or any other relevant bodies as shall be required by the HDB from time to time.

"GST" means any applicable goods and services tax as defined under the Goods and Services Tax Act 1993.

"HDB" means the Housing and Development Board, a body corporate established under the Housing and Development Act (Cap. 129).

1.1 **DEFINITIONS AND INTERPRETATION (CONT'D)**

"Invitation to Tender" means the invitation to participate in this Tender and comprises all tender documents forwarded to the Tenderer inclusive of the Covering Letter, Form of Tender, Instructions to Tenderer, the relevant Conditions of Contract, Evaluation Criteria, Specifications, the Schedule(s) of Rates, all Drawings listed in the Specifications, all Amendment Letters issued by the HDB, and all other documents specified by the HDB from time to time.

"Procurement Office" means the place designated by the HDB as the Procurement Office of the Development & Procurement Group, Housing and Development Board, at the Basement 1, HDB Hub, 480, Lorong 6, Toa Payoh, Singapore 310480.

"Supply Category/Head" means the category of business which the company or corporation is allowed to carry out as registered by the Government Registration Authorities.

"Tender Offer" means a definite offer to do works or supply goods or services and all that is necessary for providing the same as is specified or reasonably to be inferred from the Invitation to Tender at a price submitted via GeBIZ.

"Tenderer" means a person, firm, company or corporations tendering to provide the goods and/or services in response to the Invitation to Tender.

Saved as set out above, all other terms referred to in this Invitation to Tender shall have the same meanings as those given in the Conditions of Contract.

1.2 Where the context admits:

- (a) words importing the singular number shall include the plural number and vice versa; and
- (b) words importing a person also includes a company or a corporation.

1.3 All references to time shall refer to and mean Singapore time.

1.4 The headings in these Instructions to Tenderers are inserted for convenience only and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof in construing the terms and conditions herein.

2. **ACCEPTANCE OF TENDER OFFER**

- 2.1 The HDB shall be under no obligation to accept the lowest or any Tender Offer. Furthermore, HDB shall have the right to accept the Tender Offers of one or more Tenderers.
- 2.2 The HDB 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. In the event HDB accepts any Tender Offer in parts, the tender price shall be adjusted accordingly.
- 2.3 The issuance by the HDB 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 HDB) between the HDB and such a Tenderer. In the event only part(s) of the contract is awarded to the Tenderer, the Conditions of Contract shall be applied to the contract.
- 2.4 The Letter of Acceptance may be issued:
- (a) through GeBIZ to the successful Tenderer; or
 - (b) to the successful Tenderer's address as given in its Tender Offer by hand or by post or by email transmission to the email address provided in the Tender Offer.

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

- 2.5 The Letter of Acceptance issued by HDB may be executed by electronic signature, which shall be deemed effective as a manual signature and HDB's Letter of Acceptance executed by electronic signature is deemed binding for all purposes, and shall have the same legal effect, validity and enforceability as if it was manually signed.

3. **COMPLIANCE WITH INSTRUCTIONS**

- 3.1 Any Tender Offer which is not submitted according to the instructions contained and in the form(s) prescribed in this Invitation to Tender is liable to be rejected.
- 3.2 The Tenderer's Tender Offer shall include a base Tender Offer which:
- (i) is submitted according to the instructions contained and in the form(s) prescribed in this Invitation to Tender; and
 - (ii) does not attempt to vary any provision of and which fully complies with this Invitation to Tender.

3. COMPLIANCE WITH INSTRUCTIONS (CONT'D)

- 3.3 Subject to compliance with Clause 3.2, the Tenderer may submit alternative Tender Offer(s) which fulfil(s) all functional requirements at the same or lower price(s) using alternative materials, designs or processes.

4. ALTERNATIVE TENDER OFFERS

- 4.1 In addition to the Tenderer's base Tender Offer which shall comply fully or very substantially with the Invitation to Tender, the Tenderer may submit alternative Tender Offer(s) which fulfil(s) all functional requirements at the same or lower price(s) using alternative materials, designs or processes. The alternative Tender Offer(s) shall be evaluated based on the stipulated criteria in the "Evaluation using Price Quality Method (PQM)".

- 4.2 Where a base Tender Offer is not submitted by the Tenderer, any alternative Tender Offer(s) submitted by him shall be rejected.

- 4.3 The Tenderer shall document and submit such alternative Tender Offer(s) together with substantial details including cost breakdown, necessary drawings and technical data, as well as highlight all deviations or divergence from the HDB's requirements. Where such details are deemed to be insufficient by the HDB, the Tenderer shall then provide at his own cost and expense any number of additional copies of the aforesaid details and such other further details including additional drawings and technical data as may be required to the HDB.

- 4.4 In the event that the alternative Tender Offer(s) involves the Tenderer's own design or modifications to the HDB's design, the Tenderer shall, notwithstanding acceptance by the HDB, be fully responsible for the suitability, adequacy, integrity, durability and practicality of the design.

5. GOVERNING LAW

- 5.1 All Tender Offers submitted pursuant to this Invitation to Tender and any resulting contracts shall be governed by the law as stated in the Conditions of Contract.

6. HDB'S CLARIFICATIONS ON THE TENDERER'S TENDER OFFER

- 6.1 In the event that the HDB seeks clarification on any aspect of the Tenderer's Tender Offer, the Tenderer shall provide full and comprehensive responses within seven (7) days of notification.

7. **TENDER OFFER**

- 7.1 The Tenderer shall satisfy itself before tendering as to the correctness and sufficiency of its Tender Offer for the supply of the goods and/or services, as the case may be, and all matters and things necessary for the proper execution and completion of such supply, including any duties, customs and excise, licences, transport and insurance expenses, regardless of whether such matters or things were specifically set out in this Invitation to Tender.
- 7.2 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 HDB. 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 HDB may be excluded from the Tender Offer and may not be considered in the evaluation of such Tender Offer.
- 7.3 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.
- 7.4 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 Invitation to Tender irrespective of whether such items, works and/or services have been specifically listed or priced in the Tender Offer.
- 7.5 The Tenderer shall notify the HDB 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 HDB at least [ten (10) days] before the Closing Date.
- 7.6 No oral representation shall be:
- (a) binding on the HDB; or
 - (b) construed as modifying or varying any of the provisions of this Invitation to Tender.

8. **ALTERATION, ERASURES OR ILLEGIBILITY**

- 8.1 Except for amendments to the entries made by the Tenderer itself 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 be rejected.
- 8.2 The Tenderer shall not make amendments or qualifications direct onto any part(s) of the Invitation to Tender. Where such amendments or qualifications are deemed necessary, the Tenderer shall indicate them clearly on a separate company letterhead to be submitted together with the Tender Offer. Otherwise, the HDB shall not be held liable to accept any such amendments or qualifications to the Invitation to Tender even though these are stamped and signed by the Tenderer.

9. **COMPLIANCE WITH TECHNICAL REQUIREMENTS**

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

10. **CONFIDENTIALITY**

- 10.1 Except with the consent in writing of the HDB, 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 HDB.
- 10.2 The HDB may require an unsuccessful Tenderer to return or destroy any specifications, plans, drawings, patterns, samples or information issued by the HDB in connection with this Invitation to Tender.

11. **CONTRACTS WITH NON-RESIDENTS**

- 11.1 Any Tenderer who is not a resident in Singapore or does not have a business address in Singapore, shall submit the Singapore address in the attached format (see Appendix A).

12. **COPIES OF TENDER OFFER**

- 12.1 Where these Instructions to Tenderers specify that Tender Offers are to be submitted using tender box, Tenderers shall submit the Tender Offer and supporting brochures/handbooks in the number of sets as specified in this Invitation to Tender. One set is to be marked "Original" and the other sets are to be marked "Copy".

13. **GEBIZ**

- 13.1 Tenderers are put on notice that business transactions with the HDB shall be conducted by the electronic exchange of information using the GeBIZ system or such other mode as the HDB may specify.
- 13.2 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.

14. **ELIGIBILITY**

- 14.1 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 HDB 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 HDB will be entitled to, at any time, rescind any contracts entered into pursuant to such a Tender Offer without the HDB being liable therefor in damages or compensation.

15. **EVALUATION CRITERIA / EVALUATION USING PRICE QUALITY METHOD**

- 15.1 Where this Invitation to Tender specifies evaluation criteria in terms of financial category and supply category/head required for registration with any Government Registration Authority ("**GRA**"), namely the Ministry of Finance or the Building and Construction Authority, as the case may be, the evaluation of such criteria will be delegated to the relevant GRA.
- 15.2 Where a Tenderer's existing registration with a GRA, which is valid up to the closing date of this Invitation to Tender, specifies that the Tenderer has met particular criteria in relation to a particular financial category and supply category/head, the HDB will regard the Tenderer as having met the criteria specified in the registration for the financial category and supply category/head set out in the registration and in the manner set out in the registration

15. **EVALUATION CRITERIA / EVALUATION USING PRICE QUALITY METHOD (CONT'D)**

15.3 Tenderers who are registered with the relevant GRA—must declare their registration status in the manner set out in this Invitation to Tender.

15.4 Tenderers who do not hold a valid registration from the relevant GRA specifying that they have met the criteria for this Invitation to Tender are advised to apply for the registration with the relevant GRA at the earliest possible opportunity and must declare their registration status in their Tender Offers. Such Tenderers should apply for registration with the relevant GRA through the Government Electronic Business (GeBIZ) website at <http://www.gebiz.gov.sg>. If their registration with the relevant GRA is still pending at the time of submission of their Tender Offer, Tenderers should enclose a copy of the receipt for registration fee issued by the GRA(s) with their Tender Offers.

16. **EXPENSE OF TENDERER**

16.1 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 HDB.

17. **EXPORT APPROVAL**

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

18. **FINANCIAL CURRENCY**

18.1 Unless otherwise expressly allowed in the Invitation to Tender, all prices quoted shall be in Singapore currency only.

19. **GOODS AND SERVICES TAX**

19.1 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.

19.2 If the Contractor is a taxable person under the GST Act, the HDB shall reimburse the Contractor for the GST charged on the supply by the Contractor of goods and services provided pursuant to this Invitation to Tender.

20. **GST REGISTRATION**

- 20.1 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 HDB, if available.
- 20.2 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 HDB of its change in GST status. The Tenderer shall be entitled to reimbursement from the HDB of any GST charged on the supply of goods or services made by it after its change in GST status.

21. **CONSORTIUM**

- 21.1 Each member of the Consortium shall be a business organization duly organized, existing and registered under the laws of its country of domicile.
- 21.2 Unless otherwise permitted by the HDB, all the members of a Consortium must be registered with the relevant GRA.
- 21.3 All the members of a Consortium must be registered under the relevant Supply Category/Head specified for the Tender. One of the Consortium members (known as the qualifying company or corporation) is required to meet the Financial Category specified for the Tender. The qualifying company or corporation is also required to hold at least 51% share of the equity participation in the Consortium. The other member or every of the other members of the Consortium shall be qualified with Financial Category of not more than 2 grades below the specified Financial Category.
- 21.4 No Consortium shall include a member who has been debarred from public sector tenders.
- 21.5 After the submission of the tender, any material changes to Consortium membership, including but not limited to any introduction of additional members, must be approved in writing by the HDB.
- 21.6 The following documents must be submitted upon HDB's request:
- (a) a copy of the Consortium or partnership agreement, signed by all members of the Consortium; and
 - (b) information on the legal relationship among all the members of the Consortium.

21. **CONSORTIUM (CON'D)**

21.7 The Tender Offer is to be submitted by a member of the Consortium ("qualifying company or corporation"). Upon HDB's request, documentary proof must be provided that the qualifying company or corporation 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 could be in the form of:

- (a) relevant provision(s) in the certified copy of the consortium or partnership agreement, or
- (b) certified copies of powers of attorney from each members of the Consortium.

21.8 The Consortium shall submit a letter of undertaking (to be signed by all members of the Consortium) to the HDB together with the Tender Offer to be jointly and severally liable for the performance of the Contract should the Tender Offer by the Consortium be accepted by the HDB, and for any loss, expense, costs, damages, liability or claim whatsoever arising out of or in connection with the Contract, failing which the HDB reserves the right to reject the Tender Offer by the Consortium (Please refer to Appendix B for the format of the letter of undertaking and declaration of participation).

21.9 If the HDB issues a Letter of Acceptance to a Consortium:

- (a) the Letter of Acceptance may be issued
 - (i) through GeBIZ to the qualifying company or corporation of the Consortium; or
 - (ii) to the qualifying company or corporation's address of the Consortium as given in its Tender Offer by hand or by post or by email transmission to the email address provided in the Tender Offer.
- (b) the issuance by the HDB of a Letter of Acceptance shall create a binding contract on all the members of the Consortium;
- (c) each member of the Consortium shall be jointly and severally responsible to the HDB for the due performance of the Contract;
- (d) in the event that any member of the Consortium withdraws from the Consortium or is declared a bankrupt by a duly constituted judicial tribunal, or goes into liquidation in accordance with the laws of the country of incorporation, then the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

21. **CONSORTIUM (CONT'D)**

- 21.10 The Letter of Acceptance issued by HDB may be executed by electronic signature, which shall be deemed effective as a manual signature and HDB's Letter of Acceptance executed by electronic signature is deemed binding for all purposes, and shall have the same legal effect, validity and enforceability as if it was manually signed.

22. **LANGUAGE**

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

23. **OWNERSHIP STATUS OF TENDERERS**

- 23.1 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.

24. **OWNERSHIP OF TENDER DOCUMENTS**

- 24.1 All documents submitted by the Tenderer in response to this Invitation to Tender shall become the property of the HDB. However, intellectual property in the information contained in the Tender Offer shall remain vested in the Tenderer. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Tenderer and the HDB.

25. **SAMPLES**

- 25.1 Where this Invitation to Tender specifies that samples (eg. 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 should 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 at the stipulated time may render the Tender Offer liable to be rejected.

25. **SAMPLES (CONT'D)**

25.2 The Tenderer shall indicate, when submitting the samples, whether he wishes the samples to be returned. If no indication is given, the HDB shall not be obliged to return any samples to the Tenderer. Notwithstanding the above, risk of loss or damage to the samples shall at all times remain with the Tenderer and where the samples are to be subject to destructive testing, such samples will not be returned to the Tenderer.

25.3 All costs, including but not limited to all shipping and transportation duties incurred in providing and delivering such samples to the HDB shall be borne by the Tenderer.

26. **SPECIFICATIONS, PATTERNS, SAMPLES AND DRAWINGS**

Any specifications, patterns, samples and drawings specified in this Invitation to Tender to be available for inspection by the Tenderer will be made available at the Procurement Office or other stipulated location during normal working hours up to the Closing Date and Time.

27. **DEMONSTRATION OF CLAIMED CAPABILITIES**

At the request of the HDB, 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.

28. **SUBMISSION OF TENDER OFFER**

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

Information or document(s) in Tender Offers	Mode of Submission	Closing Date and Time (Singapore time)
Refer to Covering Letter	This shall be submitted to the HDB using GeBIZ	Refer to Covering Letter
Refer to Covering Letter	This shall be submitted to the HDB using tender box located in the Procurement Office	Refer to Covering Letter

28. SUBMISSION OF TENDER OFFER (CONT'D)

- 28.2 Where Tender Offers are to be submitted using GeBIZ, 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 (GeBIZ). Such documents may be submitted through GeBIZ without any handwritten signature. The HDB 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.
- 28.3 Where Tender Offers are to be submitted using tender box, Tender Offers must be submitted in sealed envelopes. When forwarding Tender Offers, the Tenderer shall specify clearly on the top left-hand corner of the envelope: (i) the tender number; (ii) the Closing Date and Time; (iii) the tender box number (if any) to which the Tender Offer must be delivered; and (iv) the name and address of the Tenderer. It will be the responsibility of the Tenderer to ensure delivery of its Tender Offer into the tender box, which will be in a position accessible to the public. All documents and materials must be submitted into the tender box at the same time. The HDB shall not be held responsible for putting tenders received through the post into the correct tender box by the Closing Date and Time. The HDB will however convey Tender Offers received through the post into the tender box as soon as reasonably practicable. Postage must be pre-paid on all Tender Offers sent through the post.
- 28.4 The HDB reserves the right to reject Tender Offers not submitted in accordance with the mode(s) of submission specified in these Instructions to Tenderers.
- 28.5 Where Tender Offers are to be submitted using both GeBIZ and tender box, any inconsistency or conflict arising between the Tender Offer submitted using GeBIZ and the Tender Offer submitted using the tender box shall be resolved in favour of the Tender Offer submitted through GeBIZ.
- 28.6 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.

29. **TENDER CLARIFICATIONS**

- 29.1 Any Tenderer who is in doubt as to the meaning or intention of the Invitation to Tender shall write to the HDB (Attn: Officer-in-charge mentioned in the Covering Letter) for clarifications not later than eight (8) working days before the Closing Date, failing which the HDB shall have the discretion to disregard all such requests. Such clarifications shall be dealt with as the HDB deems fit and where necessary, amendment letters to all the Tenderers participating in the Tender shall be issued.

30. **TENDERING PERIOD**

- 30.1 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 28.1, or such other date and time as notified by the HDB from time to time through GeBIZ. Tender Offers received after the Closing Date and Time shall be disqualified.

31. **VALIDITY PERIOD**

- 31.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period specified in the Invitation to Tender and during such extension of the period as may separately be agreed in writing between the Tenderer and the HDB.

32. **WITHDRAWAL OF TENDER OFFER**

- 32.1 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 HDB may have against it, be liable to be debarred from future public sector tenders.
- 32.2 For the purpose of this Clause, the Tenderer shall be deemed to have withdrawn the Tender if he withdraws any of his offers (base or alternative) submitted under the Tender and in such event, all his other offers shall be rejected by the HDB.

33. **SHORTLISTING TENDERERS**

- 33.1 The HDB reserves 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 HDB’s revised requirements, in accordance with a common deadline.

33. SHORTLISTING TENDERERS (CONT'D)

- 33.2 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 HDB.

34. CORRIGENDA TO INVITATION TO TENDER

- 34.1 The HDB reserves 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.

35. DISCLAIMER AND LIMITATION OF LIABILITY

- 35.1 This Invitation to Tender may not contain all information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. The HDB shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate.
- 35.2 The HDB shall not be liable for any loss of profit or indirect or consequential losses arising from or in connection with the HDB's failure 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.

36. GENERAL

- 36.1 The HDB reserves the right at any time to withdraw the Invitation to Tender without being liable for any costs, damages, losses and/or expenses whatsoever except to the extent stated in Clause 35.2 above.
- 36.2 Every notice regarding the issuance of amendment letters/drawings, extension of the Tender Closing Date and Time, etc. to the Invitation to Tender is published on the Internet, i.e. the Government Electronic-Business Homepage and the HDB Homepage at <http://www.gebiz.gov.sg> and <http://www.hdb.gov.sg> respectively. The publication of the notice in the Internet shall be deemed to be sufficient service of the notice.

36. **GENERAL (CONT'D)**

- 36.3 If the Tenderer or any person on his behalf makes any attempt to canvass, solicit or approach any officer, employee, agent or staff member of the HDB and/or any HDB Board Member for information or favours or for any other matter that will provide an advantage to the Tenderer alone with regard to his Tender Offer will render the Tender Offer liable to rejection. Such Tenderer may be liable to be debarred from future Government tenders.
- 36.4 Tenderers who wish to seek feedback on their tender performance after tender award may approach HDB for clarification.

CONTRACTS WITH NON-RESIDENTS

(_____) hereby irrevocably agrees that,
Name of Contractor

without prejudice to any other method of service, which is authorised by law, service of any originating process and/or documents arising out of this contract by the HDB on

(_____) shall be deemed to
Name of Contractor

be due service if it is posted to or left at the following Singapore address:

(_____)
Singapore Address

or at any other address in Singapore as (_____)
Name of Contractor

may give to the HDB by notice in writing to that effect.

Dated this _____ day of _____ 20__ .

Signature of Contractor

LETTER OF UNDERTAKING FOR CONSORTIUM

Notwithstanding our respective equity participation in the Consortium, we

(Members of Consortium)

undertake that we are jointly and severally liable for the performance of the Contract should our Tender Offer be accepted by the HDB, and for any loss, expense, costs, damages, liability or claim whatsoever arising out of or in connection with the Contract.

_____ is authorised by all members of the Consortium
(qualifying company/corporation)

to submit, 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.

We also agree that should our Tender be accepted by the HDB, the HDB shall make payments due under the contract(s) only to the Consortium and not to any of the parties of the Consortium.

We hereby declare the nature of our participation in the Consortium to be as follows:

Items	Qualifying company/corporation	Other Member(s)
Names of Members of Consortium:		
% of equity participation of the Members of Consortium		
BCA Supply Category/Head of the Members of Consortium		
BCA Financial Category of the Members of Consortium		
GST Registration Number of Consortium		
<u>Payment of all monies due under this Contract</u> Bank name/Bank Account number of Consortium		
Authorised Signatures of Members of Consortium		
Address of the qualifying company/corporation to which HDB may send any notice, request, clarification or correspondence		

Dated this _____ day of _____ 20__.