

**1 DEFINITIONS AND INTERPRETATION****1.1 Definitions**

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

- (a) "Closing Date" means the latest closing date of the Invitation to Tender as notified by the HDB.
- (b) "Conditions" means the Conditions of Contract and also includes such clauses from the Compendium of Additional Clauses as will form part of the Contract.
- (c) "Consortium" means an incorporated/unincorporated joint venture through the medium of a consortium or a partnership.
- (d) "Contract" means the Tender Offer, the Instructions to Tenderers and its Appendices, the Conditions and its Appendices, the Specifications, Drawings (if any), Rates (if any), the Letter of Acceptance, Purchase Orders (if any), Instructions in Writing (if any), Works Orders (if any) and such other letters, e-mail correspondences and documents as the parties may expressly identify in writing and agree as forming part of the Contract.
- (e) "Contractor" or "Managing Agent" means the Tenderer whose Tender Offer has been accepted by the HDB and who has been awarded the Contract by the HDB.
- (f) "Debarred" means to be forbidden from participating in public-sector tenders.
- (g) "Financial Category" means the financial grade, financial limit or tendering limit where applicable as determined by the Government Registration Authorities up to which the Tenderer is allowed to participate in any one single tender.
- (h) "GeBIZ" means the Government Electronic Business system, a structured electronic system operated by the Government via the Internet at homepage [www.gebiz.gov.sg](http://www.gebiz.gov.sg) which facilitates the procurement of goods and /or services and/or works by the Government Procurement Entities through electronic means.
- (i) "Government Procurement Entities" means public sector agencies which procure goods or services or a combination of goods and services by any contractual means, such as purchase or lease, rental or hire purchase, with or without an option to buy the goods or services or combination of goods and services.
- (j) "Government Registration Authorities" include the Building and Construction Authority (BCA) and the Expenditure and 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.
- (k) "GST" means any applicable goods and services tax as defined under the Goods and Services Tax Act (Cap. 117A).

- (l) "the HDB" or "the Employer" means the Housing & Development Board, Republic of Singapore, a body corporate established under the Housing & Development Act (Cap. 129). Where the expression the "Board" is used in any document forming part of the Contract, such expression shall be deemed to refer to the Housing & Development Board, Republic of Singapore.
- (m) "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, Evaluation Criteria, Form of Tender, Instructions to Tenderer and its Appendices, the Conditions, Specifications, the Schedule(s) of Rates, all Drawings listed in the Specifications, and all other letters, forms, instructions, amendments, addendum letters and documents issued by the HDB up to the Closing Date.
- (n) "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.
- (o) "Supply Head" or "Work Head" means the category of business which the Tenderer is allowed to carry out as registered by the Government Registration Authorities.
- (p) "Tender Offer" means the Tenderer's definite offer to the HDB to supply Goods and/or Services and/or execute the Works 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, and to carry out all obligations and responsibilities under the Contract.
- (q) "Tenderer" means a person or his permitted assigns tendering to do works or supply goods or services, and shall be deemed to include two or more persons if appropriate.
- (r) "Working Days" means Mondays to Fridays, excluding public holidays in Singapore.

Unless stated otherwise, all clauses referred to in these Instructions to Tenderers are references to clauses in these Instructions to Tenderers.

Save 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.

### 1.2 Where the context admits:

- (a) Words importing the singular also include the plural and vice versa where the context requires;
- (b) Words importing a person also include a company, society, and trustee(s) of a trust; and
- (c) Words importing the masculine gender only shall include the feminine and neuter genders and vice versa.

- 1.3 All references to time shall refer to and mean Singapore Time.
- 1.4 The headings and marginal notes in these Instructions to Tenderers are 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 COMPLIANCE WITH INSTRUCTIONS**

- 2.1 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.
- 2.2 The Tenderer's Tender Offer shall include a base Tender Offer which:
- (a) is submitted according to the instructions contained and in the form(s) prescribed in this Invitation to Tender; and
  - (b) does not attempt to vary any provision of and which fully complies with this Invitation to Tender.
- 2.3 Subject to compliance with Clause 2.2, 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.

## **3 ALTERNATIVE TENDER OFFERS**

- 3.1 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 cost using alternative materials, designs or processes. The alternative Tender Offer(s) shall be evaluated based on the stipulated evaluation criteria.
- 3.2 Where a base Tender Offer is not submitted by the Tenderer, any alternative Tender Offer(s) submitted by him shall be rejected.
- 3.3 The Tenderer shall document and submit such alternative Tender Offer(s) with the Tender Offer 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.
- 3.4 In the event that the alternative Tender Offer 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.

## **4. TENDER OFFER**

- 4.1 The Tenderer shall satisfy itself before tendering as to the correctness and sufficiency of its Tender Offer for all works and/or 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.

- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.

## 5 ALTERATION, ERASURES OR ILLEGIBILITY

- 5.1 The Tenderer shall not make amendments or qualifications directly onto any part(s) of the Invitation to Tender. If such amendments or qualifications are deemed necessary, the Tenderer shall indicate them clearly under separate cover of its 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.
- 5.2 Except for amendments to the entries made by the Tenderer himself which are initialled by the Tenderer, Tenders bearing any other alterations or erasures and Tenders in which prices are not legibly stated are liable to be rejected.

## 6 GOVERNING LAW

All Tender Offers submitted pursuant to the Invitation to Tender and the formation of any resulting Contracts shall be governed by the law as stated in the Conditions.

**7 HDB'S CLARIFICATIONS OF THE TENDERER'S TENDER OFFER**

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

**8 ACCEPTANCE OF TENDER OFFER**

8.1 The HDB shall be under no obligation to accept the lowest or any Tender Offer. The HDB shall not be obliged to enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a tender offer.

8.2 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 the HDB accepts any Tender Offer in parts, the tender price shall be adjusted accordingly.

8.3 Subject to Clause 8.2, the issuance by the HDB of a Letter of Acceptance accepting the Tender Offer or part of the Tender Offer shall create a binding Contract on the part of the Tenderer to supply to the HDB the goods and/or services and/or execute the works offered and all that is necessary in the Tender Offer. The Contract shall be governed by the Conditions.

8.4 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 his Tender Offer by hand or post or by e-mail transmission to the e-mail address provided in the Tender Offer.

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

8.6 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.

8.7 The HDB shall have the right to accept the Tender Offer of one or more Tenderers.

8.8 Notification will not necessarily be sent to unsuccessful tenderers by the HDB.

**9 COMPLIANCE WITH SPECIFICATIONS**

The Tenderer shall provide explicit responses of compliance or non-compliance with any other requirements in the Specifications enclosed in the Invitation to Tender. In the event of any non-compliance with the technical requirements, the Tenderer shall satisfy the HDB (for example, in the case of goods, 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 and/or services required and/or works to be executed and that they are interchangeable. Where any Tenderer fails to satisfy the HDB in the manner above, the Tender Offer may be rejected.

### **10 CONFIDENTIALITY**

- 10.1 Except with the consent in writing of the HDB, the Tenderers shall not disclose (other than to such persons who are directly connected to the Tender Offer such as Tenderer's employees involved in preparation of the tender response) the Invitation to Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the HDB and shall keep the same strictly confidential.
- 10.2 The HDB may require an unsuccessful Tenderer to return any specifications, plans, drawings, patterns, samples, instructions or information issued by the HDB.
- 10.3 To avoid doubt, all information acquired by or disclosed to any person in relation to this tender exercise, whether in writing or otherwise, including any person who has acquired, obtained or have been given access to the documents forming the Invitation to Tender (whether or not such person eventually submits a Tender Offer) shall be treated as strictly confidential and shall not be disclosed published or communicated in any form at any time to any other party without the prior written consent of the HDB. Any breach of this obligation may render such person (including a Tenderer, its employees and contractors) liable for prosecution under the Official Secrets Act (Cap 213) and the Statutory Bodies and Government Companies (Protection of Secrecy) Act (Cap 319).

### **11 CONTRACTS WITH NON-RESIDENTS**

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 prescribed format set out in Appendix A to these Instructions to Tenderers.

### **12 COPIES OF TENDER OFFER**

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

### **13 ELIGIBILITY**

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 submission of its Tender Offer, the Tenderer shall not be considered for the award of the 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. If such a declaration is subsequently discovered to be false, the HDB shall 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.

**14 EVALUATION CRITERIA**

- 14.1 Reserved
- 14.2 Where a Tenderer, as at the Closing Date, fulfils the requirements for constitution and membership provided under the Evaluation Criteria, the HDB will regard the Tenderer as having met the criteria for a social service agency (“SSA”).
- 14.3 The Tenderer shall engage subcontractors who have valid Government Registration Authority registration at the time of appointment.
- 14.4 Tenderers who fulfil the requirements for constitution and membership provided under the Evaluation Criteria must declare details of how they have fulfilled these requirements, in the manner set out in the Invitation to Tender.
- 14.5 Tenderers who do not fulfil the requirements for constitution and membership provided under the Evaluation Criteria are advised to meet these requirements at the earliest possible opportunity and, once the requirements are met, declare details of their constitution and membership in their Tender Offers.
- 14.6 The Tenderer shall ensure that its first level subcontractors are not debarred from participating in public-sector projects at the time of appointment.
- 14.7 The registration with Expenditure & Procurement Unit (EPPU) is through the GeBIZ.

**15 EXPENSES OF TENDERER**

Tenderers shall pay for all costs and expenses incurred in the preparation of their Tender Offer.

**16 EXPORT APPROVAL**

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 his 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.

**17 ADDITIONAL AGREEMENTS TO BE ENTERED INTO**

The Tenderer shall indicate clearly in his Tender Offer if there is a need for the HDB to enter into separate agreements with any of the Tenderer’s suppliers or otherwise, including but not limited to any software licence(s) and support agreement(s) with software proprietors and Tenderer. A copy of the said agreement(s) shall be submitted together with his Tender Offer.

**18 UNDERTAKING BY OEM**

The Tenderer, if he is not the manufacturer of any equipment, hardware, software or other items proposed to be supplied, shall obtain and submit together as part of the Tender Offer, an undertaking from the Original Equipment Manufacturer (OEM) and/or

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software proprietor to be executed in favour of the HDB to (i) confirm that the OEM or software proprietor will honour the supply of the equipment, hardware, software or other item in the event the Tenderer's Tender Offer is accepted and (ii) guarantee supply of spare parts and support in accordance with the period specified in the undertaking.

### 19 FINANCIAL CURRENCIES

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

### 20 GOODS AND SERVICES TAX

20.1 Tenderers shall not include the Singapore Goods and Services Tax (GST) chargeable for the supply of goods and/or services and/or execution of works and all that is necessary in the rates and prices set out in their Tender Offers. All rates and prices quoted shall be exclusive of the GST chargeable on the supply of the said goods and/or services and/or execute the works.

20.2 If the successful Tenderer is a taxable person under the GST Act, in addition to the rates and prices set out in his Tender Offer, the HDB will pay him, the GST chargeable on the supply of said goods and/or services and/or execution of works and all that is necessary.

### 21 GST REGISTRATION

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

21.2 A Tenderer who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person after the award of the tender shall forthwith inform the HDB of his change in GST status. He shall be entitled to claim from the HDB any GST charged on the supply of goods and/or services and/or execution of works and all that is necessary after his change in GST status.

21.3 If the Tenderer's GST registration is cancelled or the Tenderer has been issued with a new GST registration number subsequently, he shall notify the HDB in writing immediately.

### 22 CONSORTIUM

22.1 Each member of the Consortium shall be a SSA constituted as one of the following entity types:

- i. a company limited by guarantee ("CLG") incorporated under the Companies Act (Cap. 50);
- ii. a society registered with the Registry of Societies pursuant to the Societies Act (Cap. 311); or
- iii. a trust; and

Each member of the Consortium shall be a member of the National Council of Social Service (NCSS) holding the membership type of "Full Membership".



- 22.2 Unless otherwise permitted by the HDB, all the members of a Consortium must fulfill the requirements for constitution and membership provided under the Evaluation Criteria.
- 22.3 If the Tenderer is a Consortium, one of the Consortium members shall hold at least fifty-one percent (51%) of shares of the Consortium (the "Lead member"). For the avoidance of doubt, shares can be in an equivalent form or arrangement in the case of unincorporated joint ventures.
- 22.4 No Consortium shall include a member who has been debarred from public sector tenders.
- 22.5 After the submission of the Tender Offer, any material changes to Consortium membership, including but not limited to any introduction of additional members, must be approved in writing by the HDB.
- 22.6 The following documents must be submitted upon the HDB's request:
- (a) a copy of the Consortium, joint venture, or partnership agreement, signed by all members of the Consortium; and
  - (b) information on the legal relationship among all the members of the Consortium.
- 22.7 The Tender Offer is to be submitted by the Lead member. Upon the HDB's request, documentary proof must be provided that the member submitting the Tender Offer is authorised by all members of the Consortium to submit and sign the Tender Offer, receive instructions, give any information, accept any contract and act for and on behalf of all the members of the Consortium. The documentary proof can be in the form of:
- (a) relevant provision(s) in the certified copy of the Consortium, joint venture, or partnership agreement, or
  - (b) certified copies of powers of attorney from each member of the Consortium.
- 22.8 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).
- 22.9 Further to Clauses 20 and 21, the GST registration number to be provided by the Consortium shall be the GST registration number of the Consortium if the Consortium is registered with the Accounting and Corporate Regulatory Authority (ACRA). If the Consortium is not registered with the ACRA, the Consortium shall appoint one of the members (who is GST-registered) of the Consortium as the agent for GST purposes and the GST registration number to be provided shall be the agent's GST registration number. Should the Tender Offer submitted by the Consortium be accepted by the HDB, the HDB shall make payments due under the Contract only to the Consortium and not to any member of the Consortium.
- 22.10 If the HDB issues a Letter of Acceptance to a Consortium:
- (a) the Letter of Acceptance may be issued through GeBIZ or handed to or posted

or by e-mail transmission to the e-mail address of the Lead member of the Consortium given 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) all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the HDB, as the case may be; and
- (e) in the event that any member of the Consortium withdraws from the Consortium or is the subject of any court application for judicial management, receivership, administration, winding up, or court application to convene a meeting to consider a scheme of arrangement, then the remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.

### **23 OWNERSHIP STATUS OF TENDERERS**

The Tenderer shall provide in its Tender Offer full information on:

- (a) the name and address of any person, company, society, and/or trustee which constitutes or controls the Tenderer; and
- (b) the number, percentage and class of shares (if applicable) held by such person, company, society, and/or trustee.

### **24 AGENCY**

The Tenderer who is submitting offers on behalf of his principal must submit an irrevocable Power of Attorney from his principal, properly notarized, duly authorizing him to tender on his Principal's behalf. Failure to do so will invalidate his offer.

### **25 LANGUAGE**

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

**26 OWNERSHIP OF TENDER DOCUMENTS**

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

**27 SAMPLES**

- 27.1 Where the Invitation to Tender specifies that samples; e.g. of goods and/or packages, shall be submitted as evidence of the type and quality of items offered in the Tender Offer, such samples shall be delivered at the site and by the time stipulated in the Invitation to Tender and should be marked clearly with the Invitation to Tender Reference Number, item number and the name of the tenderer. Where samples are required, failure to provide the required samples at the stipulated time may render the Tender Offer liable to be disqualified.
- 27.2 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.
- 27.3 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.

**28 SPECIFICATIONS, PATTERNS, SAMPLES AND DRAWINGS**

Any specifications, patterns, samples and drawings specified in the 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 stipulated time on the Closing Date.

**29 DEMONSTRATION OF CLAIMED CAPABILITIES**

At the request of the HDB, the Tenderer shall substantiate the Tenderer's capabilities as described in its Tender Offer at its own expense.

**30 DEMONSTRATION OF SYSTEM CAPABILITIES**

- 30.1 Where the Tenderer is supplying a system or solution to the HDB, the Tenderer shall at the request of the HDB and at its own expense, prepare and conduct demonstrations/presentations to substantiate the system or solution capabilities and the Tenderer's support capabilities as described in the Tender Offer.
- 30.2 The HDB reserves the right to request the Tenderer to make available all the necessary equipment, at the Tenderer's cost, to enable the Tenderer to demonstrate its claim.
- 30.3 The Tenderer shall make available as stipulated in Clause 30.1, one or more sets of the proposed system or solution for the purpose of tender evaluation.

30.4 At any time after the submission of the Tender Offer, the Tenderer shall, at the request of the HDB and at its own cost and expense, prepare and conduct at such location as specified by the HDB, benchmark tests to substantiate capabilities of the proposed system or solution.

30.5 The data to be used by the Tenderer for any benchmark test shall be supplied by the HDB.

### **31 SUBMISSION OF TENDER OFFER**

31.1 Tenderers shall submit their Tender Offers in accordance with the instructions stated in the Invitation to Tender and before the Closing Date. Tender Offer(s) received after the Closing Date shall be disqualified.

31.2 Where Tender Offers are to be submitted using GeBIZ, Tenderers shall submit their Tender Offers in accordance with the Terms and Conditions For Use Of The Government Electronic Business (GeBIZ).

31.3 Where the Instructions to Tenderers specify that a particular document is to be submitted through GeBIZ, the document 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 Tenderers or its representative(s) as the authorized signature of the Tenderer, and shall be conclusive evidence of the authenticity of the submitted document and the authority of the originator of the submitted document.

31.4 Where Tenderers are required to submit Tender Offers using tender box, Tender Offers must be submitted in sealed envelopes. The Tenderers shall specify clearly on the top left-hand corner of the envelope (i) the Invitation to Tender number; (ii) the Closing Date and time of the Invitation to Tender; (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 Tenderers to ensure delivery of their Tender Offers into the correct tender box, which will be placed in a position accessible to the public. The HDB shall not be held responsible for putting Tender Offers received through the post into the correct tender box by the Closing Date and time. Every effort, however, will be made by the HDB to promptly convey Tender Offers received through the post into the correct tender box. Postage must be pre-paid on all Tender Offers sent through the post.

31.5 The HDB reserves the right to reject Tender Offers not submitted in accordance with the mode(s) of submission specified in the Invitation to Tender.

31.6 Any inconsistency or conflict arising between parts of the Tender Offers submitted using GeBIZ and the tender box shall be resolved in favour of the parts submitted through GeBIZ.

31.7 The Tender Offer must include:

(a) the Form of Tender fully completed; and

(b) an address including email address where any notice, request, waiver, consent or approval required to be sent to the Tenderer in connection therewith can be directed to.

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**32 TENDER CLARIFICATIONS**

- 32.1 The Tenderer shall notify the HDB in writing of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the documents in the Invitation to Tender.
- 32.2 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 ten (10) 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 Invitation to Tender shall be issued.
- 32.3 No oral representation shall be binding on the HDB or construed as modifying or varying any of the provisions of the Invitation to Tender.

**33 VALIDITY PERIOD**

Tender Offers submitted shall remain open and valid for acceptance by the HDB for the validity period specified in the Invitation to Tender and during such extension of the period as may afterwards separately be agreed to in writing by the Tenderer at the request of the HDB.

**34 WITHDRAWAL OF TENDER OFFER**

- 34.1 No Tender Offer may be withdrawn after the Closing Date prescribed in the Invitation to Tender. Any Tenderer who attempts to do so may, in addition to any remedy which the HDB may have against him, be debarred from participating in all public-sector tenders for a period to be determined by the Standing Committee on Debarment.
- 34.2 For the purpose of this Clause, the Tenderer shall be deemed to have withdrawn his Tender Offer if he withdraws any of his offers (base or alternative) submitted under the Invitation to Tender and in such event, all his other offers shall be rejected by the HDB.

**35 SHORTLISTING OF TENDERERS**

- 35.1 The HDB reserves the right to shortlist Tenderers in accordance with the criteria set forth in the Invitation to Tender; and give those so shortlisted the opportunity to submit new or amended Tender Offers on the basis of the HDB's revised requirements, in accordance with a common deadline.
- 35.2 The 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 offers. All Tender Offers received in the previous rounds shall be treated as lapsed. Such final Tender Offers shall be submitted to the HDB using GeBIZ or otherwise instructed.

**36 CORRIGENDA TO INVITATION TO TENDER**

- 36.1 The HDB reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Tender, or to extend the Closing Date at any time prior to the Closing Date.

- 36.2 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.

### **37 DISCLAIMER AND LIMITATION OF LIABILITY**

- 37.1 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.
- 37.2 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.

### **38 GENERAL**

- 38.1 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.
- 38.2 Every notice regarding the issuing of amendment letters/drawings, extension of tender closing date, etc. to the Invitation to Tender will be 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 such notice(s) in the Internet shall be deemed to be sufficient service of the notice(s).
- 38.3 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, his Tender Offer may be rejected. Such Tenderer may also be debarred for a period to be decided by the Government's Standing Committee On Debarment and be subject to sanctions under the applicable laws.

### **39 SUBMISSION OF OTHER INFORMATION AND DOCUMENTS**

Where applicable, the Tenderer shall also complete and submit the following documents set out in the Appendices to these Instructions to Tenderers:

- (a) Contracts with Non-Residents in Appendix A;
- (b) Letter of Undertaking for Consortium in Appendix B;
- (c) Tenderer's track records in Appendix C with supporting documents on Client's assessment of the Tenderer's performance for projects;
- (d) Declaration of GST status and Pending Lawsuits in which Tenderer is a party in Appendix D;
- (e) Proposed subcontractors information in Appendix E;
- (f) Additional Agreements (if applicable) in Appendix F;
- (g) Compliance Table on Critical Evaluation Criteria in Appendix G;
- (h) Representations and Warranties in Appendix H; and
- (i) Other information, documents, data, etc. which in the Tenderer's opinion is relevant to his Tender Offer.

**40 REGISTRATION WITH THE ACCOUNTING AND CORPORATE REGULATORY AUTHORITY (ACRA)**

In the event that the HDB requires the Contractor/Managing Agent to register itself with ACRA as required under the Companies Act (Cap. 50), the Contractor/Managing Agent shall commence the proceedings for such registration as soon as practicable. This is to ensure that the Contract is able to run smoothly without running afoul of any legal instrument pertaining to the conduct of business in Singapore.

**41 SUBMISSION OF FINANCIAL STATEMENTS**

The Tenderer shall also submit to the HDB their latest audited financial statements (if applicable) for evaluation upon request, after the Closing Date.

**CONTRACTS WITH NON-RESIDENTS**

( \_\_\_\_\_ ) hereby irrevocably agrees that, without prejudice to  
Name of Tenderer

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 ( \_\_\_\_\_ )  
Name of Tenderer

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

( \_\_\_\_\_ ) or at any  
Singapore Address

other address in Singapore as ( \_\_\_\_\_ ) may give to the HDB by notice  
Name of Tenderer

in writing to that effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_

Signature\* : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

\* Handwritten signature is not required for submission of these forms using GeBIZ. For hardcopy submission using tender box, these forms must be signed by person(s) who are legally empowered to act and sign on behalf of the Lead member (See Clauses 22 and 31).



**LETTER OF UNDERTAKING FOR CONSORTIUM**

Notwithstanding our respective participation in the Consortium, we

\_\_\_\_\_, undertake that we are  
(Members of Consortium)

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

(Lead member)

by all members of the Consortium 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 Offer 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 members of the Consortium.

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

Items	Lead member	Other Member(s)
Names of Members of Consortium:		
% of participation of the Members of Consortium		
Constitution and membership of the Members of Consortium		
GST Registration Number (#Consortium/Agent: _____)		
Authorised Signatures of the Members of Consortium		
Stamp of the Members of Consortium		

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

Signature\* : \_\_\_\_\_ Signature\* : \_\_\_\_\_

Name : \_\_\_\_\_ Name : \_\_\_\_\_

Designation : \_\_\_\_\_ Designation : \_\_\_\_\_

Name of Lead member : \_\_\_\_\_ Name of Lead member : \_\_\_\_\_

# Delete where inapplicable.

\* Handwritten signature is not required for submission of these forms using GeBIZ. For hardcopy submission using tender box, these forms must be signed by person(s) who are legally empowered to act and sign on behalf of the Lead member (See Clauses 22 and 31).

**TENDERER'S TRACK RECORDS**

**Completed** Contracts for the HDB, Other Government Agencies or Private Organisations in the Last five (5) Years from Closing Date:

S/N	Contract Title or Programme Title	Relevancy • Shelter Homes • Homes • Others (pls indicate)	Capacity of persons managed (Indicate the Number of person)	Tenderer's key personnel name and their area of involvement/roles under the contract or programme	Scope of works/services of the listed contract or programme	Value of Contract or Programme (\$)	Contract or Programme Period (DD/MM/YY)		Date of Completion	Name of Client(s) and its Representative for the contract for programme (Tel No./E-mail Address)  • Name of Client(s); • Name of Client's Rep; • Tel. No.; • E-mail address
							From	To		

If the space provided above is insufficient, please continue on an extension page filling in the required data in a similar format.

Signature\* : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Date : \_\_\_\_\_

\* Handwritten signature is not required for submission of these forms using GeBIZ. For hardcopy submission using tender box, these forms must be signed by person(s) who are legally empowered to act and sign on behalf of the Lead member (See Clauses 22 and 31).

**TENDERER'S TRACK RECORDS**

**Current** Contracts for the HDB, Other Government Agencies or Private Organisations:

S/N	Contract Title or Programme Title	Relevancy • Shelter Homes • Homes • Others (pls indicate)	Capacity of persons managed (Indicate the Number of person)	Tenderer's key personnel name and their area of involvement/roles under the contract or programme	Scope of works/services of the listed contract or programme	Value of Contract or Programme (\$)	Contract or Programme Period (DD/MM/YY)		Percentage of works/services Completed	Name of Client(s) and its Representative for the contract or programme (Tel No./E-mail Address)
							From	To		

If the space provided above is insufficient, please continue on an extension page filling in the required data in a similar format.

Signature\* : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Date : \_\_\_\_\_

\* Handwritten signature is not required for submission of these forms using GeBIZ. For hardcopy submission using tender box, these forms must be signed by person(s) who are legally empowered to act and sign on behalf of the Lead member (See Clauses 22 and 31).

**DECLARATION OF GST STATUS AND PENDING LAWSUITS**

1. Registration with the Comptroller of Goods and Services Tax (GST):

(a) GST Registered contractor: Yes/No# [If yes, please complete item 1 (b)]

(b) GST Registration Number: \_\_\_\_\_

2. Declaration of Pending Lawsuits in which Tenderer is a party

To indicate whether the Tenderer has any pending lawsuits against Tenderer (Please give details below)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. I/We declare that the information contained in Appendix D is to the best of my/our knowledge and belief in all respects true in substance and fact and should there be any false statement, I/We understand that my/our Tender Offer will be invalidated or if already awarded will be immediately terminated without prejudice to the Employer's right to claim damages. I/We hereby also undertake to inform the Employer of any change of constitution and/or membership of the Tenderer(s) taking place during the Contract Period.

Signature\* : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Name of Lead member : \_\_\_\_\_

Date : \_\_\_\_\_

Important Notes:

- a. All items in these forms must be filled. Any item which is inapplicable shall be so stated. Incomplete forms may render the Tender Offer liable for rejection.
- b. \* Handwritten signature is not required for submission of these forms using GeBIZ. For hardcopy submission using tender box, these forms must be signed by person(s) who are legally empowered to act and sign on behalf of the Lead member (See Clauses 22 and 31).
- c. # Delete where inapplicable.

APPENDIX E

**NAMES AND REGISTRATION OF PROPOSED SUBCONTRACTORS**

If awarded the Contract, we intend to engage the following subcontractors:

Name and Address of Subcontractor	Work/Trade Engaged for	BCA/EPPU# registration Head	Expiry Date of Registration

If the space provided above is insufficient, please continue on an extension page filling in the required data in a similar format.

Signature\* : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Date : \_\_\_\_\_

Important Notes:

- a. The Tenderer shall ensure that its first level subcontractors are not debarred from participating in public sector projects at the time of appointment.
- b. The Contractor/Managing Agent shall not appoint contractors who have participated in same tender exercise for this project or contractors who have participated in tender exercises for other projects of different sectors, as its subcontractors.
- c. \* Handwritten signature is not required for submission of these forms using GeBIZ. For hardcopy submission using tender box, these forms must be signed by person(s) who are legally empowered to act and sign on behalf of the Lead member (See Clauses 22 and 31).
- d. # Delete where inapplicable.

**ADDITIONAL AGREEMENTS**

There is a need for HDB to enter into separate agreement(s) as set out below

Item	
Brand	
Product Name Type of Agreement and the parties involved	

If the space provided above is insufficient, please continue on an extension page filling in the required data in a similar format.

A copy of the said agreement(s) shall be submitted together with the Tender Offer

Signature\* : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Date : \_\_\_\_\_

Important Notes:

- a. \* Handwritten signature is not required for submission of these forms using GeBIZ. For hardcopy submission using tender box, these forms must be signed by person(s) who are legally empowered to act and sign on behalf of the Lead member (See Clauses 22 and 31).

**COMPLIANCE TABLE ON CRITICAL EVALUATION CRITERIA**

I/We declare that the information contained in Appendix G is to the best of my/our knowledge and belief in all respects true in substance and fact and should there be any false statement, I/We understand that my/our Tender Offer will be invalidated or if already awarded will be immediately terminated without prejudice to the Employer's right to claim damages.

<b>S/No.</b>	<b>Critical Evaluation Criteria</b>	<b>Compliance (Yes/No)</b>	<b>If No, please provide details</b>
1.	<p><u>Constitution and Membership</u></p> <p>We are a SSA constituted as a company limited by guarantee ("CLG") incorporated under the Companies Act (Cap. 50), a society registered with the Registry of Societies pursuant to the Societies Act (Cap. 311) or a trust<sup>^</sup>, and a member of the National Council of Social Service (NCSS) holding the membership type of "Full Membership", as specified in the Invitation to Tender.</p>		
2.	<p><u>Debarment status</u></p> <p>We are not debarred by the Standing Committee on Debarment, c/o Ministry of Finance, from participating in public-sector projects and not suspended from conducting any fund-raising activities by the Commissioner of Charities.</p>		
3.	<p><u>Restriction status</u></p> <p>We are not restricted by the HDB from participating in tenders for HDB projects.</p>		
4.	<p><u>Full compliance with the Instructions to Tenderers, the Form of Tender and Conditions of Contract</u></p> <p>We complied fully with the Instructions to Tenderers, the Form of Tender and Conditions of Contract.</p>		

<sup>^</sup>To delete accordingly

**COMPLIANCE TABLE ON CRITICAL EVALUATION CRITERIA (CONT'D)**

I/We declare that the information contained in Appendix G is to the best of my/our knowledge and belief in all respects true in substance and fact and should there be any false statement, I/We understand that my/our Tender Offer will be invalidated or if already awarded will be immediately terminated without prejudice to the Employer's right to claim damages.

S/No.	Critical Evaluation Criteria	Compliance (Yes/No)	If No, please provide details
5	<u>Judicial management or Scheme of Arrangement or Winding Up or Receivership or Administration Actions Etc (where applicable)</u>  We complied fully with Clause 1.4 of the Evaluation Criteria.		

Signature\* : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Date : \_\_\_\_\_

**\* Handwritten signature is not required for submission of these forms using GeBIZ. For hardcopy submission using tender box, these forms must be signed by person(s) who are legally empowered to act and sign on behalf of the Lead member (See Clauses 22 and 31).**



**REPRESENTATIONS AND WARRANTIES BY A TENDERER CONSTITUTED AS A COMPANY LIMITED BY GUARANTEE OR A REGISTERED SOCIETY**

I/We represent and warrant that I/we have not, on or after the Closing Date:

- (a) entered into or initiated any process for any scheme of arrangement or compromise (nor do I/we have any intention to propose any scheme of arrangement or compromise);
- (b) initiated any voluntary arrangements or entered into any composition agreement with my/our creditors;
- (c) been declared to be unable to or been unable to pay my/our debts and liabilities (including contingent and prospective liabilities);
- (d) been in a position where my/our assets are less than the amount of my/our liabilities (including contingent and prospective liabilities) or been declared or been otherwise insolvent;
- (e) commenced or been the subject of any winding-up procedure whatsoever;
- (f) requested or been subject to the appointment of, or any application being made or resolution being passed for the appointment of, any receiver (including a receiver and manager), trustee, judicial manager, liquidator, sequestrator, administrative receiver, administrator or similar officer (including any interim or provisional officer);
- (g) become unable to pay my/our debts and liabilities (including contingent and prospective liabilities) or had my/our assets less than the amount of my/our liabilities (including contingent and prospective liabilities) or become otherwise insolvent; and/or
- (h) been subject to any event similar to any of the above under the laws of any jurisdiction.

Signature\* : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Name of Tenderer : \_\_\_\_\_

Date : \_\_\_\_\_

**\* Handwritten signature is not required for submission of these forms using GeBIZ. For hardcopy submission using tender box, these forms must be signed by person(s) who are legally empowered to act and sign on behalf of the Lead member (See Clauses 22 and 31).**

APPENDIX H

REPRESENTATIONS AND WARRANTIES BY THE TRUSTEE(S) OF A TENDERER CONSTITUTED AS A TRUST

I/We (whether in my/our own capacity, as trustee(s) or otherwise) and the trust (to the extent applicable) represent and warrant that I/we have not, on or after the Closing Date:

- (a) entered into or initiated any process for any scheme of arrangement or compromise (nor do I/we have any intention to propose any scheme of arrangement or compromise);
(b) initiated any voluntary arrangements or entered into any composition agreement with my/our creditors;
(c) been declared to be unable to or been unable to pay my/our debts and liabilities (including contingent and prospective liabilities);
(d) been in a position where my/our assets are less than the amount of my/our liabilities (including contingent and prospective liabilities) or been declared or been otherwise insolvent;
(e) commenced or been the subject of any winding-up procedure or administration whatsoever;
(f) requested or been subject to the appointment of, or any application being made or resolution being passed for the appointment of, any receiver (including a receiver and manager), trustee, judicial manager, liquidator, sequestrator, administrative receiver, administrator or similar officer (including any interim or provisional officer);
(g) become unable to pay my/our debts and liabilities (including contingent and prospective liabilities) or had my/our assets less than the amount of my/our liabilities (including contingent and prospective liabilities) or become otherwise insolvent; and/or
(h) been subject to any event similar to any of the above under the laws of any jurisdiction.

Signature\* : \_\_\_\_\_
Name : \_\_\_\_\_
Designation : \_\_\_\_\_
Name of Tenderer and Trustee(s)# : \_\_\_\_\_
Date : \_\_\_\_\_

\* Handwritten signature is not required for submission of these forms using GeBIZ. For hardcopy submission using tender box, these forms must be signed by person(s) who are legally empowered to act and sign on behalf of the Lead member (See Clauses 22 and 31).

# Where the Tenderer has more than one trustee, each and every trustee shall sign Appendix H. All signed copies of Appendix H shall be provided as part of the Tenderer's submission pursuant to Clause 39(h) of these Instructions to Tenderers.