

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Instructions to Bidders:

“Bidder” means any person or entity submitting an Offer.

“Conditions of Contract” means SUSS’ Conditions of Contract issued as part of the Procurement Documents.

“Letter of Acceptance” means the written acceptance (which may include a purchase order) issued by SUSS to the Bidder accepting the Bidder’s Offer.

“Offer” means the Bidder’s response submitted in accordance with the Procurement Documents.

“Procurement Documents” means all documents issued or made available by SUSS in connection with a Procurement Opportunity, including these Instructions to Bidders, the Conditions of Contract, the Requirement Specifications, any cover letter or invitation to submit an Offer, the Online Non-Disclosure Agreement, the Evaluation Criteria, the Form of Quotation or Form of Tender (as applicable), all other forms and documents issued by SUSS in connection with the Procurement Opportunity, and any corrigendum, clarification or addendum issued by SUSS.

“Procurement Opportunity” means the Request for Quotation, Invitation to Tender or other procurement exercise conducted by SUSS under or in accordance with the Procurement Documents.

1.2 Unless otherwise defined in these Instructions to Bidders, capitalised terms used in these Instructions to Bidders have the meanings given to them in the Conditions of Contract.

1.3 References in these Instructions to Bidders to the Procurement Documents include any document made available to the Bidder through SUSS’ e-procurement portal following the Bidder’s acceptance of these Instructions to Bidders.

2. ELIGIBILITY

2.1 Any natural or legal person who is currently debarred from participating in SUSS’s Procurement Opportunities is not eligible to participate in this Procurement Opportunity. If an Offer is submitted without explicitly mentioning that the Bidder is currently debarred, SUSS shall treat the submission of the Offer as an express continuing declaration by the Bidder that the Bidder is in fact eligible to participate in this Procurement Opportunity and, if such a declaration is discovered to be false, SUSS will be entitled to rescind any contract entered into pursuant to such a Bidder’s Offer in response to this Procurement Opportunity, without SUSS being liable therefor in damages or compensation and SUSS reserves all rights against such Bidder for misrepresentation.

3. SUBMISSION OF OFFER

3.1 Bidders shall submit their Offers in accordance with the instructions contained in the Procurement Documents.

3.2 In the event of any inconsistency or conflict arising between parts of the Offer submitted via SUSS’s e-sourcing system and parts of the Offer submitted via the Tender Box (if any), the Offer (including prices) submitted via SUSS e-sourcing system shall take precedence.

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- 3.3 Any Offer submitted after the closing deadline is disqualified and the respective Bidder shall be informed of such disqualification.
- 3.4 Bidders shall always preserve and maintain the integrity and security of their submissions via electronic means by ensuring that there is no unauthorised access and/or use of the submission system. Bidders shall not allow another natural or legal person to submit Offers in response to SUSS's Procurement Opportunity using their access. SUSS reserves the right to reject any Offer that fails to comply with this requirement.

4. NEGOTIATION

- 4.1 SUSS may at its discretion choose to embark on negotiations with all or the short-listed Bidders.

5. COMPLIANCE WITH INSTRUCTIONS

- 5.1 Offers will be accepted for evaluation only if submitted according to the instructions contained and in the form(s) prescribed in the relevant Procurement Documents. Any Offer that attempts to vary any parts of the relevant Procurement Documents contained in each Procurement Opportunity is rejected, unless the variations are accepted in writing by SUSS. In consideration of the Bidder agreeing to abide by the instructions in the Procurement Documents, SUSS shall evaluate the Offers fairly and in accordance with their respective policies and guidelines.

6. VALIDITY PERIOD

- 6.1 Offers submitted shall be valid for a period of six (6) calendar months commencing on and from the closing date prescribed in the Procurement Documents. The validity period shall be extended for one (1) or more periods as and when requested by SUSS, provided that the period of such extension/s shall not exceed nine (9) calendar months in total. Offers submitted shall remain valid for acceptance during the initial validity period and such extension(s) thereof.

7. WITHDRAWAL OF OFFER

- 7.1 Offers may not be withdrawn after the closing date prescribed in the Procurement Documents. Any Bidder who attempts to do so may, in addition to any remedy which SUSS may have against him, be liable to be debarred from future procurement opportunities available at SUSS.

8. REQUIREMENT SPECIFICATIONS

- 8.1 The Goods and/or Services offered shall conform to the Requirement Specifications stated in the Procurement Documents.

9. COMPLIANCE WITH REQUIREMENTS

- 9.1 The Bidder shall provide explicit responses of compliance or non-compliance with any part of the Procurement Documents. Unless specifically stated as non-compliant, the Bidder's Offer shall be deemed to fully comply with all requirements and conditions specified in the Procurement Documents.
- 9.2 In the event of any non-compliance to the Procurement Documents of the items offered in the Bidder's Offer for Goods, the Bidder shall satisfy SUSS (such as 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

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function of the items offered are equivalent to the Goods required by SUSS in the Procurement Opportunity and that they are interchangeable.

- 9.3 Where the Bidder fails to satisfy SUSS in the manner set out in clause 9.2, SUSS reserves the right to reject the Offer.

10. OFFER PRICE

- 10.1 In the Offer, the Bidder shall quote in Singapore Dollar, the all-in firm prices for the items of Goods and/or Services based on the payment terms specified in the Procurement Documents. All prices for both Goods and Services offered must be itemized separately.
- 10.2 If any warranty is to be provided, the period and extent of the warranty shall be expressly specified.

11. ACCEPTANCE OF OFFER

- 11.1 SUSS shall be under no obligation to accept the lowest or any Offer. SUSS reserves the right to not enter into correspondence with any Bidder regarding the reasons for non-acceptance of an Offer.
- 11.2 SUSS reserves the right, unless the Bidder expressly stipulates to the contrary in his Offer, of accepting such portion of each Offer as SUSS may decide.
- 11.3 Subject to clause 32 below, the issuance by SUSS of a Letter of Acceptance, accepting a Bidder's Offer or part of the Offer shall create a binding Contract on the part of such Bidder to supply to SUSS the Goods and/or Services offered in the Bidder's Offer.
- 11.4 The Bidder shall bear the stamp fees, if any, payable on the Letter of Acceptance or any other document in relation to this Procurement Opportunity.
- 11.5 The Letter of Acceptance may be issued:
- (a) electronically through email or procurement system to the digital address of the successful Bidder; or
 - (b) to the successful Bidder's physical address as given in his Offer by hand or by post.

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

- 11.6 The successful Bidder shall, within the time specified in the Letter of Acceptance, enter into such contracts by signing the same and complying with such conditions that are contained therein, including payment of deposits. If the successful Bidder fails to execute such contracts or comply with the conditions therein within the specified period, SUSS shall have the right (but not the obligation) to withdraw the Letter of Acceptance or terminate/rescind each and every contract in relation thereto, and shall be at liberty to accept the Offer of any other Bidder without prejudice to SUSS's right to debar the original successful Bidder from future procurement opportunities and to claim damages from him.

12. SAMPLES (ONLY FOR GOODS)

- 12.1 Where the Procurement Documents specify that samples of Goods shall be submitted as evidence of the type and quality of items offered in the Offer, such samples shall be delivered to the address and by the time stipulated in the Procurement Documents and should be marked clearly with the Procurement Opportunity reference number, item

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number and the name of the Bidder. Where samples are required, failure to provide the required samples at the stipulated time may render the Offer liable to be disqualified. However, no sale of the Goods shall be by way of sale by sample.

- 12.2 The Bidder shall indicate, when submitting the samples, whether he wishes the samples to be returned. If no indication is given, SUSS shall not be obliged to return any samples to the Bidder. Notwithstanding the foregoing, risk of loss or damage to the samples shall at all times remain with the Bidder and where the samples are to be subject to destructive testing, such samples will not be returned to the Bidder.
- 12.3 All costs, including, but not limited to, all shipping and transportation duties incurred in providing and delivering such samples to SUSS shall be borne by the Bidder.

13. SPECIFICATIONS, PATTERNS, SAMPLES OR DRAWINGS

- 13.1 Any specifications, patterns, samples or drawings specified in the Procurement Opportunity will be available for inspection by the Bidder at the address specified on the invitation during normal working hours up to the stipulated time on the closing date. The Bidder is hereby cautioned that, in respect of such items inspected, the Bidder is subject to confidentiality obligations in accordance with the terms of the Online Non-Disclosure Agreement accepted at the time the Bidder submitted his Expression of Interest in respect of this Procurement Opportunity.
- 13.2 The Bidder shall satisfy himself before submitting an Offer as to the correctness and sufficiency of his Offer for the supply of the Goods and/or Services and all matters and things necessary for the proper execution and completion of the supply including, but not limited to, any duties, customs and excise, licenses, transport and insurance expenses.
- 13.3 The Bidder shall notify SUSS in writing of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the Procurement Documents that may at any time be found. If the Bidder discovers any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the Procurement Documents, the Bidder shall notify and seek clarification about the same from SUSS by the clarifications deadline specified in the Procurement Opportunity.
- 13.4 The Bidder shall be held to have been thoroughly acquainted by his own independent observations and enquiries with the nature, extent and practicality in respect of the supply of the Goods and/or Services under the Procurement Opportunity and all other matters which can in any way influence his Offer price.
- 13.5 The Offer price shall be deemed to include the cost of delivering all items to meet the requirements as specified in Procurement Documents irrespective of whether such items have been listed or priced in the Offer. No requirements specified in the Procurement Documents shall be excluded unless explicitly stated by the Bidder in the Offer.

14. LANGUAGE

- 14.1 The Offer, all supporting technical data and all documentation to be supplied by the Bidder shall be written in the English language.

15. EXPORT APPROVAL (IF APPLICABLE)

- 15.1 The Bidder shall indicate clearly if there is any requirement for SUSS to furnish end-user certificates or statements. The Bidder shall also indicate clearly in his Offer if there is a need for SUSS to enter into separate agreement(s) with the Bidder to satisfy

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export requirements of the Bidder or any foreign government. A copy of such separate agreement(s) or a brief note of the salient points shall be submitted together with the Offer. The Bidder shall comply with any sanctions imposed by the United Nations, the USA and EU on importation of goods and materials from countries or organizations under such sanctions at the relevant time.

16. CONFIDENTIALITY AND PERSONAL DATA

- 16.1 The Bidder has entered into an Online Non-Disclosure Agreement with SUSS on the date of the Bidder's submission of an expression of interest in the Procurement Opportunity, in respect of all Confidential Information disclosed by SUSS to the Bidder as part of the Procurement Opportunity exercise ("**Online NDA**"). The Bidder shall not disclose any Confidential Information (as defined the Online NDA), including, but not limited to, this Procurement Opportunity, Procurement Documents, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by SUSS to Bidders in connection with the Procurement to any third party except in accordance with the terms of the Online NDA.
- 16.2 Each Bidder shall comply with the Singapore Personal Data Protection Act 2012 ("**PDPA**") and/or any other personal data protection legislation ("**PDPL**"), as applicable, when handling personal data disclosed by a Bidder to SUSS, or by SUSS to a Bidder, in connection with the Procurement Opportunity.
- 16.3 SUSS may require an unsuccessful Bidder to return any specifications, plans, drawings, patterns, samples or instructions issued by SUSS.

17. OWNERSHIP OF DOCUMENTS

- 17.1 All documents submitted by the Bidder in response to this Procurement Opportunity shall become the property of SUSS. However, intellectual property in the information contained in the Offer submitted by the Bidder shall remain vested in the Bidder. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Bidder and SUSS. The Bidder consents to the collection, use and disclosure by SUSS of the Bidder's particulars (including any personal data) contained in the Offer for the purposes of this Procurement Opportunity and for reference in any future supply contracts.

18. ALTERATION, ERASURES OR ILLEGIBILITY

- 18.1 Except for amendments to the entries in the Offer made by the Bidder himself which are initialed by the Bidder, Offers bearing any other alterations or erasures and Offers in which prices are not legibly stated are liable to be rejected.

19. SUSS'S CLARIFICATION OF THE BIDDER'S PROPOSAL

- 19.1 In the event that SUSS seeks clarification upon any aspect of the Bidder's Offer, the Bidder shall provide full and comprehensive responses within two (2) working days of SUSS' notification or by another date as notified by SUSS. A "**working day**" shall mean any day except Saturdays, Sundays and public holidays in Singapore.

20. EXPENSE OF BIDDER

- 20.1 In no case will any expense incurred by a Bidder in the preparation of his Offer be borne by SUSS.

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21. NOTIFICATION

21.1 Notification will not necessarily be sent to unsuccessful Bidders by SUSS.

22. APPLICABLE LAW

22.1 All Offers submitted pursuant to this Procurement Opportunity and the formation of any resulting contracts as well as all disputes in connection therewith shall be governed by the Applicable Law Clause in the Conditions of Contract or Letter of Acceptance (including in the PO Terms and Conditions), as the case may be.

23. OWNERSHIP STATUS OF BIDDER

23.1 The Bidder shall provide full information on:

- (a) the name and address of any person, company or corporation that owns, whether directly or indirectly, at least 50% of the total number of shares in the Bidder; and
- (b) the number, percentage and class of shares held by such person, company or corporation.

24. MANUFACTURE (IF APPLICABLE)

24.1 The Bidder shall, if applicable, state the Country of Origin, Place of Manufacture and the Registered Name and Address of the Manufacturer of the system in his Offer.

25. CANVASSING

25.1 If the Bidder or any person on his behalf makes any attempt to canvass, solicit or approach any officer, employee, agent or staff member of SUSS for information or favors or for any other matter that will provide an advantage to the Bidder with regard to his Offer, the Bidder's Offer will be liable to be rejected. Such Bidder may be liable to debarment from SUSS's procurement opportunities for a period to be determined by SUSS.

25.2 In the event of any canvassing being discovered after the acceptance of an Offer, SUSS shall be entitled to rescind the Contract without any liability to the Bidder.

26. CLARIFICATIONS ON PROCUREMENT OPPORTUNITY

26.1 The Bidder shall carefully examine all Procurement Documents in the Procurement Opportunity, including any documents or information in any relevant sites referred to therein.

26.2 Bidders who wish to seek clarifications on the Procurement Opportunity shall send their questions to the designated staff before the clarifications deadline indicated in the Procurement Opportunity. SUSS cannot accept any responsibility for any email messages not delivered to SUSS, or for any delay in the receipt or delivery of any messages.

26.3 Requests for clarifications received after the clarifications deadline and telephone enquiries shall not be entertained. No oral representation shall be:

- (a) accepted or construed as modifying anything in the Procurement Opportunity; or
- (b) binding on SUSS.

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26.4 SUSS reserves the right to amend any terms in, or to issue supplementary terms to, the Procurement Opportunity at any time prior to the submission deadline as follows:

- (a) Any clarification or revision to the Procurement Opportunity will be made only by a supplemental document either as a "Corrigendum to a Procurement Opportunity Notice" or "Clarification to a Procurement Opportunity" sent to the Bidder.
- (b) Any significant information given to one (1) Bidder shall be given simultaneously to all other Bidders concerned in adequate time to allow the Bidders to consider such information and to respond to it.
- (c) If a Corrigendum or Clarification involves substantial changes to the scope or requirements of the Procurement Opportunity, SUSS reserve the right to consider extending the closing date for submission of all Offers.

26.5 **Provision for Re-submission of Amended Offers:** During evaluation, if SUSS reasonably deems that the Procurement Opportunity has failed to elicit the desired or sufficient level of response, SUSS reserves the right to revise the requirements of the Procurement Opportunity and shortlist Bidders to submit new or amended Offers.

27. GOODS AND SERVICES TAX (GST)

27.1 The Bidder shall not include in the rates and prices proposed in his Offer, the GST chargeable in Singapore for the supply of Goods and/or Services required in the Procurement Opportunity. All rates and prices quoted shall exclude the said GST chargeable on the supply of the said Goods and/or Services.

28. GST REGISTRATION

28.1 The Bidder shall declare his GST status in his Offer. The Bidder shall clearly indicate whether he is, or whether he will be, a taxable person under the GST Act. The Bidder shall furnish the GST registration number, if available, to SUSS.

29. SHORTLISTING OF BIDDERS

29.1 SUSS reserves the right to negotiate with the Bidder, where circumstances so necessitate or render appropriate, to vary any provision or part of the Procurement Opportunity without reference to any other party. Any such variation shall be subject to the mutual consent in writing of SUSS and the Bidder.

29.2 SUSS reserves the right to shortlist Bidders in accordance with the criteria set forth in the Procurement Opportunity, and give those so shortlisted the opportunity to submit new or amended Offers on the basis of SUSS's revised requirements, in accordance with a common deadline.

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

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- 30.1 As used in this Procurement Opportunity, “**Consortium**” means an unincorporated joint venture through the medium of a consortium or a partnership.
- 30.2 The following shall apply if an 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 its country of domicile.
 - (b) No Consortium shall include a member who has been suspended or debarred by SUSS.
 - (c) The Offer is to be submitted by the lead member of the Consortium that is duly authorized to act for and on behalf of all the members of the Consortium (“**Lead Member**”).
 - (d) After the submission of the Offer, any changes to Consortium membership must be approved in writing by SUSS.
 - (e) The following documents must be submitted with the Offer:
 - (i) A certified copy of the consortium or partnership agreement, signed by all members of the Consortium, which includes the following information:
 - I. The legal relationship among the members of the Consortium;
 - II. The role and responsibility of each member of the Consortium; and
 - III. The address of the Consortium to which SUSS may send any notice, request, clarification or correspondence.
 - (ii) Documentary proof that the Lead Member is authorized by all members of the Consortium to submit and sign the Offer, receive instructions, give any information, accept any contract and act for and on behalf of all the members of the Consortium. The documentary proof could be in the form of:-
 - I. Relevant provision(s) in the certified copy of the consortium or partnership agreement, or
 - II. Certified true copies of powers of attorney from each member of the Consortium.
 - (f) If SUSS accepts the Offer from a Consortium:
 - (i) The Letter of Acceptance shall be handed to or posted to the address of the Lead Member of the Consortium given in the Offer.
 - (ii) The issue of a Letter of Acceptance by SUSS shall create a Contract between all the members of the Consortium and SUSS.
 - (iii) Each member of the Consortium shall be jointly and severally responsible to SUSS for the due performance of the Contract.
 - (iv) As and when requested by SUSS, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with SUSS. Until the said formal agreement is prepared and executed, the Consortium’s Offer together with SUSS’s Letter of Acceptance, shall constitute a binding Contract on all the members of the Consortium.
 - (v) In the event that any member of the Consortium withdraws from the Consortium or is adjudicated a bankrupt by a duly constituted judicial tribunal, or goes into liquidation in accordance with the laws of the country of incorporation, then the surviving member(s) of the Consortium shall be obliged to carry out and complete the Contract.

31. INSURANCE (IF APPLICABLE)

- 31.1 Within ten (10) days of the date of the Letter of Acceptance or another date notified by SUSS, the Bidder shall deposit with SUSS copies of the insurance policies and premium receipts therefor required under the Requirement Specifications.

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32. FORMAL AGREEMENT (IF APPLICABLE)

- 32.1 SUSS may, at its discretion, require the successful Bidder, within fourteen (14) days of the date of the Letter of Acceptance or another date notified by SUSS, to execute a formal agreement (to be signed in duplicate) in the form as set out in the Procurement Documents of this Procurement Opportunity and to make payment of any fee and other payments (if any) incidental thereto in accordance with the terms and conditions of the Conditions of Contract.
- 32.2 Until and unless the formal agreement is executed, the Bidder's Offer and the acceptance thereof in writing by SUSS by way of a Letter of Acceptance shall constitute a binding agreement.

33. DISCLAIMER

The documents provided by SUSS for any Procurement Opportunity may not contain all information which Bidders may require. Bidders should therefore make their own inquiries and seek such clarifications as they think necessary. SUSS shall not be liable to any Bidder for any information in a Procurement Opportunity which is incomplete or inaccurate nor shall SUSS be liable to any Bidder's reliance on any information obtained from their own inquiries or any clarifications provided by any third parties.