

## **B CONDITIONS OF TENDERING (E-SUBMISSION)**

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## **B CONDITIONS OF TENDERING (E-SUBMISSION)**

### **1. TENDER DOCUMENT**

- 1.1 One set of Tender Document will be supplied to Tenderers who qualify to obtain the Tender Document under the requirements stipulated in the Tender notice.

### **2. COMPLIANCE WITH CONDITIONS OF TENDERING**

- 2.1 The Tenderer must comply with the Conditions Of Tendering.
- 2.2 Failure to comply with or breach of any of the Conditions shall disqualify the Tender.

### **3. ADDENDA**

- 3.1 Any interpretation of, or change in the Tender Document prior to the specified closing date and time, will be made only by Addendum issued by the Company to each Tenderer to whom the Tender Document has been issued and it shall become part of the Tender Document.

### **4. COMPLETION OF TENDER**

- 4.1 The Tenderer must complete all parts of the Tender Document and all pricing schedules shall be fully priced and totalled. All completed Tender Document issued must be returned in softcopy version and/or hardcopy version upon request by the Company.
- 4.2 The Tenderer shall write in BLOCK LETTERS or print legibly his/her name and registered address.
- 4.3 All entries made by the Tenderer in the Tender Document must be neatly typewritten or completed in writing using ink.
- 4.4 Any erasure or alteration made by the Tenderer in the Tender Document must be duly initialled.
- 4.5 Each Tender must be submitted in a separate sealed envelope or package (if required) and pasted with Tender cover.

### **5. DEVIATION FROM SPECIFICATION**

- 5.1 The Tenderer is required to submit an offer which complies fully with the General Conditions Of Contract, Schedule Of Tender Rates/ Prices, Specification, Special Conditions and other Schedules (if any). Failure to comply with this requirement may render the Tender to be disqualified.
- 5.2 In case the Tenderer cannot comply fully with the Tender (including the Specification) whatsoever due to some unavoidable deviations, the Tenderer must list out all such deviations involved. Deviated items not listed shall be deemed as complying fully with the Tender (including the Specification). If the Tenderer does not submit the said deviations, the Tender shall be deemed as one representing compliance with the Tender (including the Specification).
- 5.3 Comments, remarks, clarifications, etc. not listed as deviations shall not be considered as deviations.

### **6. DRAWINGS, PROPOSALS AND SAMPLES**

- 6.1 The Tenderer shall forward with each copy of his/her Tender any drawings, proposals and/or samples that may be required to be furnished by him/her.
- 6.2 The drawings, proposals and/or samples shall be duly marked for easy identification with the Tender, the Tender number, item number, and name of the Tenderer.
- 6.3 Where drawings, proposals and/or samples are required, the Tenderer shall submit them together with the Tender into the Tender Submission Mailbox not later than the Tender Closing Date and Time.

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6.4 Any samples, if stated, will be returned to the unsuccessful Tenderer after the award of the Tender, and to the successful Tenderer after the completion of the Contract.

6.5 Samples may, at the discretion of the Company be tested to destruction and the Company shall not be liable for the payment of the samples.

### **7. FIRM PRICE**

7.1 Prices must be quoted on AN ALL-IN firm basis and such prices shall include for all materials, labour, plant, equipment, transport, handling of materials and plant, tools, appliances, licence fees and all other things necessary for the supply and works. The Tenderer shall inform and satisfy himself /herself on all matters that have an effect on the price for the supply and works.

### **8. SINGAPORE GOODS AND SERVICES TAX**

8.1 The Tenderer shall not include in the rates and prices proposed in this Tender, the Goods and Services Tax in Singapore (GST) chargeable for the supply of Goods and Services or Works required in the Tender.

8.2 All rates and prices submitted in the Tender must be **GST-exclusive**. The GST shall be treated as a separate component if the Tenderer is a taxable supplier. The Company shall reimburse the successful Tenderer the said GST charged on the Goods and Services or Works supplied upon the production of all relevant invoices or other documentation in such form and detail may be necessary to enable or assist the Company to verify and confirm the GST amount payable by the Tenderer.

### **9. GST REGISTRATION**

9.1 The Tenderer shall declare his/her GST status in the Tender. He/She shall clearly indicate whether he/she is or whether he/she will be a taxable person under the Goods and Services Tax Act in Singapore (GST Act). He/She shall, if available, furnish the GST Registration Number to the Company.

9.2 The Tenderer shall be deemed to be a taxable person if no declaration to the contrary is made in the Tender. A Tenderer who declares himself or herself to be a non-taxable person under the GST Act but who becomes a taxable person after accepting the Tender award shall forthwith inform the Company of his/her change in GST status. He/She shall be entitled to reimbursement from the Company of any GST charged on the Goods, Services or Works supplied by him/her after his/her change in GST status.

9.3 The Tenderer shall indicate in the Form Of Tender and Schedule Of Tender Rates/Prices his/her GST Registration Number, if any.

### **10. INSPECTION OF SITE**

10.1 The Tenderer shall inspect and examine the site and its surroundings and shall where applicable, satisfy himself or herself before submitting his/her Tender as to the nature of the ground and sub-soil, the form and nature of the site, the quantities and nature of the work and materials necessary for the completion of the works and the means of access to the site and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his/her Tender.

### **11. NAME OF TENDERER**

11.1 The Tender shall only be submitted in the name of the Tenderer who has been issued with the Tender Document. Any tender submitted by a Tenderer who has not been issued with the Tender Document shall be treated as non-bona fide and shall be rejected.

### **12. POWER OF ATTORNEY**

12.1 The Form of Tender must be signed only by the person or persons so authorised to do so for and on behalf of the Tenderer's company. An original copy of the power of attorney must be accompanied with the Tender submission specifying the names, designation and specimen signatures of such authorised person or persons to act for and on behalf of the Tenderer's company.

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### **13. PRICES IN FOREIGN CURRENCIES**

- 13.1 Notwithstanding the requirements mentioned elsewhere in the Tender Document on prices being only in Singapore Dollars, the Tenderer may also quote in foreign currencies.

### **14. PROVISION OF COMPANY INFORMATION BY TENDERER**

- 14.1 The Tenderer shall provide full information on
- (a) the name and address of any person, company or corporation which owns, whether directly or indirectly, at least 50% of the total number of shares in the Tenderer;
  - (b) the number, percentage and class of shares held by such person, company or corporation.

### **15. STANDARDS**

- 15.1 Where reference is made to National Standards and/or Trade names in the Tender Document, an alternative offer of an equal or superior quality of product and workmanship will be considered.

### **16. TENDER VALIDITY PERIOD**

- 16.1 The Tender submitted by the Tenderer shall remain valid for acceptance by the Company for the period stated in Clause 5 in the FORM OF TENDER from the final date of submission of Tender or any extension thereof as designated by the Company.

### **17. POST-TENDER SUBMISSION**

- 17.1 Post-Tender submission of prices, deviations, etc. is not acceptable in general. Unless otherwise approved by the Company, such submission shall not be considered and shall render the Tender to be disqualified.

### **18. E-SUBMISSION OF TENDER**

- 18.1 Tenders will be received in softcopy via email to a designated Tender Submission Mailbox – [TPG\\_RFQ\\_Tender@tuaspower.com.sg](mailto:TPG_RFQ_Tender@tuaspower.com.sg) / [TPU\\_RFQ\\_Tender@tuaspower.com.sg](mailto:TPU_RFQ_Tender@tuaspower.com.sg) not later than the Tender Closing Date and Time (Singapore Date and Time) specified in the Tender Document or any extension thereof.
- 18.2 Tenders must be sent in Acrobat PDF format with password protected using WinZIP to the designated Tender Submission Mailbox.
- 18.3 Tenderers are thereafter required to email the passwords for WinZIP attachment to his/her designated Tender Submission Mailbox between 1100am and 1130am on the Tender Closing Date.
- 18.4 An automatic reply of acknowledgement upon each receipt will be sent to all participating Tenderers via return email.
- 18.5 When depositing Tender into the Tender Submission Mailbox, the name of the Tenderer must be clearly specified on the front cover of the Tender document complete with (i) the name and address of the company; (ii) the title and number reference of the Tender; (iii) the Tender Closing Date and Time; (iv) the name, address and contact number of the Tenderer; and (v) the date of submission of the Tender.
- 18.6 In the case of a Tender not being delivered electronically from the Tenderer to the Company on time due to unforeseen reasons, he/she must arrange to prove with written evidence that his/her Tender and other documents are sent out in time to reach the designated Tender Submission Mailbox not later than the stipulated Tender Closing Date and Time.

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- 18.7 The Company shall not be held responsible in ensuring the delivery of the Tenders into the designated Tender Submission Mailbox but will make every effort to promptly convey the Tenders received through it.
- 18.8 The Company reserves the right to reject Tenders forwarded via other means, “e.g.” hardcopy submission through tender box, facsimile, telex, telegram and/or etc.
- 18.9 Any Tender submitted after the Tender Closing Date and Time or any extension thereof will not be accepted.
- 18.10 No claim will be allowed from the Company for any expenses incurred by the Tenderer in the preparation of his/her Tender.
- 18.11 Tenderers who are unable to comply with any or all of the requirements in the Tender Document shall state clearly in writing upon submission.
- 18.12 All completed Tender Document shall be returned in good condition into the said Tender Submission MailBox on or before the said Tender Closing Date and Time.

### **19. ACCEPTANCE OF APPROVED TENDERER**

- 19.1 The successful tenderers, subsequently known as the approved Tenderer (if any) shall be notified of such acceptance by the issuing of Contract within the validity period stated in Clause 16 hereof. The period for executing and completing the deliveries of the formal Contract may, however, be extended at the discretion of the Company if the Company is satisfied that adequate reasons exist for doing so.
- 19.2 The approved Tenderer shall within the time stated in the Form Of Tender execute the formal Contract, deposit the Security Deposit for the due performance of the Contract, submit the Insurance Policies, for instance, Work Injury Compensation, Public Liability and All Risks Insurance Of Contract Works (if required) and etc. The approved Tenderer shall also produce for inspection the receipts for premiums paid.
- 19.3 If the approved Tenderer withdraws after the Company's acceptance of his/her offer, he/she shall be liable therefor in damages to the amount of the difference between any other higher accepted Tender and his/her Tender, debarment and any cost or compensation that may be incurred by the Company as a direct result of his/her withdrawal.

### **20. NOT OBLIGED TO ACCEPT ANY TENDER**

- 20.1 The Company shall not be bound to accept the lowest or any Tender nor to give any reasons for the rejection of a Tender and is entitled to accept a portion of any Tender.
- 20.2 No Tender shall be deemed to have been accepted unless such acceptance has been notified to the Tenderer by a notice in writing from the Company.
- 20.3 The decision by the Company to accept or reject any Tender shall be final and no appeal against the same shall be entertained.

### **21. NOTIFICATION OF TENDER RESULTS**

- 21.1 There will be no publication of the Tender results on the notice board.
- 21.2 Unsuccessful Tenderers will be notified of their Tender results in writing by the Company.

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### **22. SUCCESSFUL TENDERER TO OBTAIN HIS/HER OWN INFORMATION**

- 22.1 Notwithstanding the Company's Tender Document and any statement or information of any description contained therein, the successful Tenderer (also known as the "Contractor"/"Consultant") shall inform and satisfy himself/herself on all matters necessary for compliance with and completion of the Contract and in all matters whatsoever that might in any way affect the prices quoted by him/her.
- 22.2 Any neglect or failure whatsoever on the part of the Contractor / Consultant to obtain any necessary and reliable information shall not relieve him/her from any risks or liabilities for the performance and completion of the Contract.
- 22.3 The Company shall not be liable for any damages whatsoever for any inaccuracy on any information.
- 22.4 The Company makes no representation or warranty as to the accuracy or completeness of any information (including any information set out in the Tender Document) given or made available to the Tenderer by it or on its behalf and shall have no liability whatsoever in respect of such information.
- 22.5 Each Tender shall be made on the basis that in making the Tender, the Tenderer does not rely on any representation or warranty made by or on behalf of the Company or any its officers, servants or agents, but has relied entirely on the Tenderer's own enquiries, inspections, investigations and due diligence, and the Company may accept any Tender submitted by the Tenderer without entertaining any request by the Tenderer to alter its Tender or for extra payment whether on grounds of misinformation, insufficient or inaccurate information or otherwise.

### **23. PROTECTION AND NON-DISCLOSURE OF INFORMATION**

- 23.1 Except with the consent in writing of the Company, the Contractor / Consultant shall not disclose the Contract or any provision thereof, or any Specification or information issued or furnished by or on behalf of the Company in connection therewith or in relation to the Company to any person, other than a person employed or engaged by the Contractor / Consultant in carrying out the Contract or any subcontractor / consultant, supplier or other person concerned with the same.
- 23.2 The Contractor / Consultant shall treat the details of the Contract or any provision therein with the strictest confidence.

### **24. TENDER SECURITY DEPOSIT (APPLICABLE ONLY FOR TENDER VALUED ABOVE S\$5M)**

- 24.1 The Tenderer shall submit with his/her Tender a Tender Security Deposit equal one percent (1%) of his/her Tender Price. It shall be in the form of a guarantee using the standard format of Form Of Guarantee (Tender Security Deposit). The cost of obtaining the aforesaid guarantee shall be borne by the Tenderer.
- 24.2 The Form Of Guarantee (Tender Security Deposit) is to be from a bank licensed in Singapore to be approved by the Company. The Tender Security Deposit shall be valid for the Tender Validity Period stated in Clause 16 hereof plus six (6) weeks or any extension to the Tender Validity Period plus six (6) weeks.
- 24.3 Failure to supply an acceptable Tender Security Deposit shall entitle the Company to disqualify or declare the Tender invalid.
- 24.4 The Tender Security Deposit will be returned to the unsuccessful Tenderers after the acceptance of the Tender by the approved Tenderer. The Tender Security Deposit will be returned to the approved and accepted Tenderer when he/she provides the Security Deposit and other security instruments required under the General Conditions Of Contract.
- 24.5 In the event of the Tenderer withdrawing his/her Tender within the period of validity of such Tender or any extension thereof, the Tender Security Deposit shall then be forfeited by the Company.

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### **25. PERSONAL DATA PROTECTION**

The Tenderer, for itself and on behalf of its employees, its contractors and agents and their respective employees (collectively “Representatives”), consents to the collection, usage, storage, process and disclosure by the Company of any Personal Data relating to the Tenderer or its Representatives for the purpose of this tender and in connection with any other purpose relating to the business of the Company and its related parties.

### **26. EVALUATION CRITERIA FOR PROCUREMENT OF ENERGY-CONSUMING EQUIPMENT AND ENERGY-RELATED SERVICES**

As the Company strives to continuously improve its plants performance and energy efficiency, energy performance is one of the evaluation criteria for procurement of energy consuming equipment and energy-related services.