

1. DEFINITIONS

- 1.1 Throughout this document, unless the context otherwise requires, the following definitions shall apply:
- a) "Procurement Opportunity" means the invitation to participate in any SUTD procurement opportunity by way of ITQ or ITT, limited ITQ or ITT, or otherwise, and comprises all documents forwarded to the Bidder inclusive of the cover letter, Form of Tender (if any), Conditions of Contract, Requirement Specifications, Evaluation Criteria and any other documents and forms enclosed.
 - b) "Contract" means any resultant contract and its annexes between the University and the Contractor.
 - c) "Contractor" means the successful Bidder who has been awarded the Contract by the University.
 - d) "Bidder" means a person or his permitted assigns offering to provide the goods and/or services specified in the Procurement Opportunity, and shall be deemed to include two or more persons if appropriate.
 - e) "Conditions of Contract" also includes such clauses from the Compendium of Additional Clauses or Terms of Agreement as will form part of the Contract.
 - f) "Offer" includes any proposals, tenders, quotations and documents submitted by the Bidder in response to a Procurement Opportunity.
 - g) "ITQ" means an Invitation to Quote.
 - h) "ITT" means an Invitation to Tender.
 - i) "SUTD" or "University" means the Singapore University of Technology and Design and includes any officer authorised by the Singapore University of Technology and Design to act on its behalf.

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

2. ELIGIBILITY

- 2.1 Any company or business who is currently debarred from participating in the University's Procurement Opportunities is not eligible to participate. If an Offer is submitted without explicitly mentioning that the Bidder is currently debarred, the University shall treat the submission of their Offer as an express continuing declaration by the Bidder that the Bidder is in fact eligible to participate in the Procurement Opportunity and, if such a declaration is discovered to be false, the University will be entitled to rescind any contracts entered into pursuant to such Procurement Opportunity, without the University being liable therefor in damages or compensation.

3. SUBMISSION OF OFFER

- 3.1 Bidders shall submit their Offers in accordance to instructions contained in the Procurement Opportunity cover letter.
- 3.2 Where proposals are to be submitted via any electronic means, Bidders shall submit their Offers in accordance with the instructions in the SUTD Sourcing Supplier Handbook.
- 3.3 The University reserves the right to reject Offers not submitted in accordance with the mode(s) of submission specified in the Procurement Opportunity.
- 3.4 For any inconsistency or conflict arising between parts of the Offers submitted via electronic means and the Tender box, electronic price will take precedence.

3.5 Any Offer delivered after the closing deadline, from whatever cause arising, shall not be considered and the respective Bidder will be informed.

3.6 Bidder shall always preserve and maintain the integrity and security of the SUTD Procurement System (SUPS), including but not limited to ensuring that there is no unauthorized access and/or use of SUPS. The Bidder shall also not allow another company/entity to submit offers in response to an ITQ/ITT for the supply of goods and/or services through SUPS. The University reserves the rights to reject any offer that fails to comply with this requirement.

4. COMPLIANCE WITH INSTRUCTIONS

4.1 Offers will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the Procurement Opportunity. Any Offer which attempts to vary any parts of the documents contained in each Procurement Opportunity is liable to be rejected unless the variations are accepted by SUTD in writing. In consideration of the Bidder agreeing to abide by these instructions in the Procurement Opportunity, the University shall evaluate the Offer fairly and in accordance with the said instructions.

5. VALIDITY PERIOD

5.1 Offers submitted shall remain valid for a period of ninety (90) days. Any extension of the period may afterwards be separately agreed to in writing by the Bidder at the request of the University.

6. WITHDRAWAL OF OFFER

6.1 No Offer may be withdrawn after the closing date prescribed in the Procurement Opportunity. Any Bidder who attempts to do so may, in addition to any remedy which the University may have against him, be liable to be debarred from future Procurement Opportunities.

7. COMPLIANCE WITH PART NUMBERS (ONLY FOR GOODS)

7.1 If the University has, in the Procurement Opportunity, stated the Part Numbers of the goods required and the Bidder wishes to offer an item which does not correspond with any of the stated Part Numbers, the offer by the Bidder shall, for the purposes of Clause 8 hereof be deemed to be non-compliant with technical requirements unless the variations are accepted by SUTD in writing.

8. COMPLIANCE WITH PROCUREMENT OPPORTUNITY DOCUMENTS

8.1 The Bidder shall provide explicit responses of compliance or non-compliance with any part of the documents comprised in the Procurement Opportunity including but not limited to the Requirement Specifications and Conditions of Contract. Should the Bidder wish to propose any amendments or substitutions to any part of the Procurement Opportunity, the Bidder shall submit the proposed amendments or substitutions together with its Offer.

8.2 In the event of any non-compliance with Requirement Specifications for goods, the Bidder shall satisfy the University (by providing a certification from the manufacturer of the item offered or a copy of the relevant extract from any reputable publication citing clearly its title and edition) that the form, fit and function of the items offered are equivalent to the goods required and that they are interchangeable.

8.3 Where the Bidder fails to comply with any or all of the requirements of this clause 8, the Offer is liable to be rejected and the University shall be under no obligation to consider or accept any non-compliance thereafter received from the Bidder.

9. ACCEPTANCE OF OFFER

9.1 The University shall be under no obligation to accept the lowest or any Offer. The University shall have no obligation to enter into correspondence with any Bidder regarding the reasons for non- acceptance of an Offer.

9.2 The University shall be under no obligation to accept an entire Offer. The University reserves the right, unless the Bidder expressly stipulates to the contrary in his Offer, of accepting such portion of each Offer as the University may decide.

9.3 Where the University decides to accept an Offer in full or in part, the University will issue an Award Notification to the successful Bidder. The University will thereafter issue a Letter of Award ("LOA") or Purchase Order ("PO"). Until such time the PO is issued or LOA is duly signed (as the case may be), the Award Notification shall create a binding agreement between the University and the successful Bidder, under which the successful Bidder shall supply to the University the goods and/or services offered in the Offer or part of the Offer. Unless otherwise specifically agreed between the successful Bidder and the University, the Contract shall be governed by the Conditions of Contract, Requirement Specifications and any other documents enclosed with the Procurement Opportunity, the Bidder's proposals and any subsequent clarifications and replies. The University may at its discretion require the Bidder to sign a written agreement.

9.4 The LOA or PO may be issued:

- a) to the successful Bidder's address as given in his Offer by hand or by post; or
- b) via email from sutdprocurement@sutd.edu.sg to the successful Bidder's email address as given in his Offer

Such issuance of the LOA or PO by hand or post or email shall be deemed effective communication of acceptance.

10. COPIES OF OFFER

10.1 Where the Instructions to Bidders specifies that Offers are to be submitted using Tender Box, Bidders shall submit the Offer and supporting documents in the number of sets as specified in the Cover Letter. One set is to be marked "Original" and the other sets are to be marked "Copy".

11. SAMPLES (ONLY FOR GOODS)

11.1 Where the Procurement Opportunity 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 Offer, such samples shall be delivered at the site and by the time stipulated in the Procurement Opportunity and should be marked clearly with the Offer number, item 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.

11.2 The Bidder shall indicate, when submitting the samples, whether he wishes the samples to be returned. If no indication is given, the University shall not be obliged to return any samples to the Bidder. Notwithstanding the above, 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.

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

12. SPECIFICATIONS, PATTERNS, SAMPLES OR DRAWINGS (ONLY FOR GOODS)

12.1 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.

13. LANGUAGE

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

14. EXPORT APPROVAL (IF APPLICABLE)

- 14.1 The Bidder shall indicate clearly whether there is any requirement for the University to furnish end-user certificates or statements. The Bidder shall also indicate clearly in his Offer if there is a need for the University to enter into separate agreement(s) with the Bidder to satisfy export requirements of the Bidder's or any foreign government.

15. CONFIDENTIALITY AND DATA PROTECTION

- 15.1 Except with the consent in writing of the University the Bidder shall not disclose this Procurement Opportunity, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the University, or any Personal Data (as defined in clause 15.6 herein) received from the University.
- 15.2 In addition to the foregoing, the Contractor shall not make use of any information or Personal Data obtained directly or indirectly from the University or compiled or generated by the Contractor in the course of this Procurement Opportunity which pertains to or is derived from such information, other than for the purposes of this Procurement Opportunity, without the prior written consent of the University.
- 15.3 The University may require an unsuccessful Bidder to return any specifications, plans, drawings, patterns, samples or instructions issued by the University.
- 15.4 To the extent that the Contractor has access to or receive Personal Data from the University:
- (a) The Contractor represents and warrants to the University that it has at all times complied with the requirements of the Personal Data Protection Act of Singapore ("PDPA") in respect of the Contractor's collection (if applicable), use, processing, disclosure (if applicable), protection, retention and other handling of such Personal Data, and the Contractor undertakes to continue to comply with the aforesaid requirements of the PDPA in respect of such Personal Data; and
 - (b) The Contractor shall not transfer any such Personal Data outside Singapore without the written consent of the University.
- 15.5 To the extent that the Contractor discloses Personal Data to the University, the Contractor undertakes to the University that, by the time of such disclosure:
- (a) the Contractor will have obtained all the necessary consents from the relevant individuals to whom the Personal Data relates, for the disclosure of their Personal Data to the University for the University's collection, use and/or disclosure for the purposes of this Contract; and
 - (b) such consents have not been withdrawn.
- 15.6 "Personal Data" means data, whether true or not, about an individual which can be identified
- (a) From the data; or
 - (b) From that data and other information to which the Contractor has or is likely to have access.

16. OWNERSHIP OF OFFER DOCUMENTS

- 16.1 All documents submitted by the Bidder in response to a Procurement Opportunity shall become the property of the University. 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 the University.

17. ALTERATION, ERASURES OR ILLEGIBILITY

- 17.1 Except for amendments to the entries 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.

18. UNIVERSITY'S CLARIFICATION OF THE BIDDER'S OFFER

- 18.1 In the event that the University seeks clarification upon any aspect of the Bidder's Offer, the Bidder shall provide full and comprehensive responses within the time specified by the University.

19. EXPENSE OF BIDDER

- 19.1 In no case will any expense incurred by the Bidder in the preparation of his Offer be borne by the University.

20. THE GOODS AND SERVICES TAX (GST)

- 20.1 The Bidder shall not include in the rates and prices proposed in his Offer, the Singapore Goods and Services Tax (GST) chargeable for the supply of goods or services required in the Offer. All rates and prices quoted shall be exclusive of the said GST chargeable on the supply of the said goods and services.
- 20.2 If the Contractor is a taxable person under the GST Act, the University will pay the Contractor, in addition to the rates and prices proposed, the GST chargeable on the supply of goods and services provided pursuant to this Offer.

21. GST REGISTRATION

- 21.1 The Bidder shall declare his GST status in his 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 University.
- 21.2 A Bidder who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person after the award of the Offer shall forthwith inform the University of his change in GST status. He shall be entitled to claim from the University any GST charged on the supply of goods or services made by him after his change in GST status.

22. SUFFICIENCY OF OFFER PRICE

- 22.1 The Bidder shall satisfy himself before submitting as to the correctness and sufficiency of his Offer for the supply of the goods/services and all matters and things necessary for the proper execution and completion of the supply including any duties, customs and excise, licenses, transport and insurance expenses.
- 22.2 If the Bidder discovers any ambiguity, discrepancy, conflict, inconsistency or omission in any document in the Procurement Opportunity, the Bidder shall notify and seek clarification about the same from the University as soon as possible within the Procurement Opportunity opening period.
- 22.3 The Bidder shall be held to have been thoroughly acquainted by his own independent observations and enquiries with the nature, extent and practicality of the requirements and all other matters which can in any way influence his Offer price.
- 22.4 The Offer price shall be deemed to have included the delivery of all items to meet the requirements as specified in the Offer irrespective of whether such items have been listed or priced in the Offer. No requirements specified in the Offer shall be excluded unless explicitly stated by the Bidder.

23. NOTIFICATION

- 23.1 Notification will not necessarily be sent to unsuccessful Bidders by the University.
- 23.2 Where notifications are sent, prices submitted by each Bidder will not be disclosed to other Bidders nor published openly.

24. OWNERSHIP STATUS OF BIDDER

- 24.1 The Bidder shall provide full information, if requested, 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 Bidder;
 - b) the number, percentage and class of shares held by such person, company or corporation.

25. SHORTLISTING OF BIDDERS

- 25.1 The University 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 the University' revised requirements, in accordance with a common deadline.
- 25.2 The Offers received based on the firm and updated requirements shall form the basis of the final Offer evaluation. The Offers received in the final round shall be complete and comprehensive, and shall over-ride all Offers previously submitted. The final offer shall not make references to previous offers. All the Offers received in the previous rounds shall be treated as lapsed. Such final offers shall be submitted in sealed envelopes and deposited in the Offer box as instructed.
- 25.3 Prices quoted by the Bidder during the final offer shall be the same or lower than original offer if based on identical requirements.

26. CONSORTIUM

- 26.1 As used in this document, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.
- 26.2 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 debarred by SUTD.
 - c) After the submission of the Offer, any introduction of, or changes to, Consortium membership must be approved in writing by the University.
 - d) The following documents must be submitted with this Offer:
 - (i) A certified copy of the consortium or partnership agreement, signed by all members of the Consortium;
 - (ii) The Offer is to be submitted by a member of the Consortium ("Lead Agency"). Documentary proof must be provided that the Lead Agency is authorized by all members of the Consortium to submit, sign the Offer, receive instruction, give any information, and 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:
 - (1) relevant provision(s) in the certified copy of the consortium or partnership agreement, or

(2) certified copies of powers of attorney from each members of the Consortium.

- e) Information must be submitted with respect to:
- (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 the University may send any notice, request, clarification or correspondence.
- f) If the University awards the Contract to a Consortium:
- (i) The LOA or PO may be handed to or posted to the address of the Lead Agency of the Consortium given in the Offer or to the email address stated by the Lead Agency in its Offer.
 - (ii) The issue by the University of a LOA or PO shall create a binding Contract on all the members of the Consortium.
 - (iii) Each member of the Consortium shall be jointly and severally responsible to the University for the due performance of the Contract.
 - (iv) As and when requested by the University, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with the University. Until the said formal agreement is prepared and executed, the Consortium's Offer together with the University's LOA or PO, 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.

27. EXPERIENCE OF BIDDER

The requirements of this Clause 27 are applicable to all ITT. Where specifically requested in the Procurement Opportunity cover letter for an ITQ, this Clause 27 will also be applicable to that ITQ.

- 27.1 Bidders shall provide full information on their capital resource, manpower resource, assets, production capacity, technical tie-up with any country or manufacturer, etc., which information shall be submitted together with the Offer to enable the University to ascertain their capacity to fulfill the Offer.
- 27.2 The Bidder shall provide a brief write up of his business activities for business operations in Singapore, or if this is not available, business operations in other parts of the world.
- 27.3 The Bidder shall enclose copies of his company annual audited financial statements for the last three (3) years.
- 27.4 (a) The Bidder or, where the Bidder is submitting the Offer as an agent, the Bidder's principal, shall furnish full particulars including names of organizations which have been supplied with its offered products as well as quantities supplied within the period of time stated in the Procurement Opportunity.
- (b) The Bidder must submit all names and particulars of its personnel assigned to the contract for vetting by the University. Such personnel shall not commence work on the contract unless approval is given in writing by the University.

28. CORRIGENDA TO PROCUREMENT OPPORTUNITY

- 28.1 The University reserves the right to amend any terms in, or to issue supplementary terms to the Procurement Opportunity at any time prior to the closing date of the Procurement Opportunity.

28.2 Any additional information or clarification of any part of the Offer submitted in writing by the Bidder prior to signing of the agreement which do not derogate from the University's rights under the terms and conditions specified and implied in the Conditions of Contract shall form part of the Bidder's offer and if accepted by the University shall become part of the Contract.

28.3 No action or communication by the University or the Bidder pursuant to this **Clause 28** shall have the effect of revoking or invalidating the Bidder's original Offer.

29. DISCLAIMER

29.1 The documents provided by SUTD for any Procurement Opportunity may not contain all information which Bidders may require. Bidders should therefore make their own inquiries and seek such clarifications they think necessary. The University shall not be liable to any Bidder for any information which is incomplete or inaccurate.