1. **DEFINITIONS**

1.1 Throughout this document, unless the context otherwise requires, the following definitions shall apply:

a) "Procurement Opportunities" means the invitation to participate in any SUTD procurement opportunities and comprises all documents forwarded to the Vendor Inclusive of the Cover Letter, Form of Offer, 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 successful Vendor.

c) "Contractor" means the successful Vendor.

d) "Vendor" means a person or his permitted assigns offering to provide the Goods and/or Services, 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” include any proposals, tenders, quotations and documents submitted by the Vendor in response to SUTD Procurement Opportunities.

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. **REGISTRATION WITH GOVERNMENT REGISTRATION AUTHORITIES (GRAs)**

2.1 Where the Procurement Opportunities specifies evaluation criteria in terms of the financial category and supply category/head required for registration with any Government Registration Authorities (GRA), namely the Expenditure and Procurement Policies Unit (EPPU) of the Ministry of Finance (MOF), and the Building and Construction Authority (BCA), as the case may be, the evaluation of such criteria will be delegated to the relevant GRA.

2.2 Where a Vendor's existing registration with a GRA, which is valid up to the closing date of this Offer, specifies that the Vendor has met particular criteria in relation to particular financial category and supply category/head, the University will regard the Vendor as having met the criteria specified in the registration for the financial category and supply category/head set out in the registration and in the manner set out in the registration.

2.3 Vendors who are registered with the relevant GRA, specifying that they have met the criteria for this Offer, must declare their registration status in the manner set out in the Procurement Opportunities.

2.4 Vendors who do not hold a valid registration from the relevant GRA specifying that they have met the criteria for this Offer are advised to apply for the registration with the relevant GRA at the earliest possible opportunity and declare their registration status in their Offers. Such Vendors should apply for registration with EPPU through the Electronic Business (GeBIZ) with effect from 9th September 2002. The address for the GeBIZ Homepage is [http://www.gebiz.gov.sg](http://www.gebiz.gov.sg). If by the closing date of Offer, their registration with the relevant GRA is still pending, Vendors should enclose a copy of the receipt for registration fee paid issued by the GRA(s) with their Offers.

3. **ELIGIBILITY**

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

4. **SUBMISSION OF OFFER**

4.1 Vendors shall submit their Offers in accordance to instructions contained in the Procurement Opportunities cover letter.

4.2 Where proposals are to be submitted via any electronic means, Vendors shall submit their Offers in accordance with the Terms and Conditions for use of the electronic portal.

4.3 The University reserves the right to reject Offers not submitted in accordance with the mode(s) of submission specified in the Procurement Opportunities.

4.4 For any inconsistency or conflict arising between parts of the Offers submitted via electronic means and the Tender box, electronic price will take precedence.

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

5. **COMPLIANCE WITH INSTRUCTIONS**

5.1 Offers will be accepted only if submitted according to the instructions contained and in the form(s) prescribed in the Procurement Opportunities. 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 Vendor agreeing to abide by these instructions in the Procurement Opportunities, the University shall evaluate the Offers fairly and in accordance with the said instructions.

6. **VALIDITY PERIOD**

6.1 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 Vendor at the request of the University.

7. **WITHDRAWAL OF OFFER**

7.1 No Offers may be withdrawn after the closing date prescribed in the Procurement Opportunities. Any Vendor 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.

8. **COMPLIANCE WITH PART NUMBERS (ONLY FOR GOODS)**

8.1 If the University has, in this Procurement Opportunities, stated the Part Numbers of the Goods required and the Vendor wishes to offer an item which does not correspond with any of the stated Part Numbers, the offer by the Vendor 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.

9. **COMPLIANCE WITH TECHNICAL REQUIREMENTS**

9.1 The Vendor shall provide explicit responses of compliance or non-compliance with any other technical requirements enclosed in each Procurement Opportunities. In the event of any non-compliance with the technical requirements, the Vendor 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. Where the Vendor fails to satisfy the University in the manner above, the Offer is liable to be rejected.

10. ACCEPTANCE OF OFFER

10.1 The University shall be under no obligation to accept the lowest or any Offer. The University shall normally not enter into correspondence with any Vendor regarding the reasons for non-acceptance of an Offer.

10.2 The University reserves the right, unless the Vendor expressly stipulates to the contrary in his Offer, of accepting such portion of each Offer as the University may decide.

10.3 The issue by the University of a Letter of Award (LOA) or Purchase Order (PO), accepting the Offer or part of the Offer (see paragraph 10.2 for exception) shall create a binding Contract on the part of the Vendor to supply to the University the Goods and/or Services offered in the Offer. The Contract shall be governed by the Conditions of Contract. The LOA or PO will be handed to or posted to the successful Vendor's address as given in his Offer and such handing or posting shall be deemed good service of such notice. The University may at its discretion require the Vendor to sign a written agreement.

10.4 The LOA or PO may be issued:
   a) through SUTD Procurement System (SUPS) to the successful Vendor, or
   b) to the successful Vendor's address as given in his Offer by hand or by post.

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

11. COPIES OF OFFER

11.1 Where the Instructions to Vendors specifies Offers are to be submitted using Tender Box, Vendors 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".

12. SAMPLES (ONLY FOR GOODS)

12.1 Where the Procurement Opportunities 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 Opportunities and should be marked clearly with the Offer number, item number and the name of the Vendor. Where samples are required, failure to provide the required samples at the stipulated time may render the Offer liable to be disqualified.

12.2 The Vendor 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 Vendor. Notwithstanding the above, risk of loss or damage to the samples shall at all times remain with the Vendor and where the samples are to be subject to destructive testing, such samples will not be returned to the Vendor.

12.3 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 Vendor.
13. **SPECIFICATIONS, PATTERNS, SAMPLES OR DRAWINGS (ONLY FOR GOODS)**

13.1 Any specifications, patterns, samples or drawings specified in the Procurement Opportunities will be available for inspection by the Vendor at the address specified on the invitation during normal working hours up to the stipulated time on the closing date.

14. **LANGUAGE**

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

15. **EXPORT APPROVAL (IF APPLICABLE)**

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

16. **CONFIDENTIALITY**

16.1 Except with the consent in writing of the University the Vendor shall not disclose this Offer, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by the University.

16.2 The University may require an unsuccessful Vendor to return any specifications, plans, drawings, patterns, samples or instructions issued by the University.

17. **OWNERSHIP OF OFFER DOCUMENTS**

17.1 All documents submitted by the Vendor in response to this Procurement Opportunities shall become the property of the University. However, intellectual property in the information contained in the Offer submitted by the Vendor shall remain vested in the Vendor. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Vendor and the University.

18. **ALTERATION, ERASURES OR ILLEGIBILITY**

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

19. **UNIVERSITY’S CLARIFICATION OF THE VENDOR’S OFFER**

19.1 In the event that the University seeks clarification upon any aspect of the Vendor’s Offer, the Vendor shall provide full and comprehensive responses within three (3) days of notification.

20. **EXPENSE OF VENDOR**

20.1 In no case will any expense incurred by the Vendor in the preparation of his Offer be borne by the University.

21. **THE GOODS AND SERVICES TAX (GST)**

21.1 The Vendor 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.
21.2 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.

22. GST REGISTRATION

22.1 The Vendor 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.

22.2 A Vendor 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.

23. SUFFICIENCY OF OFFER PRICE

23.1 The Vendor 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.

23.2 The Vendor shall notify the University in writing of any ambiguity, discrepancy, conflict, inconsistency or omission in or between any of the Contract documents that may at any time be found. If the Vendor discovers any ambiguity, discrepancy, conflict, inconsistency or omission in any Contract document, the Vendor shall notify and seek clarification about the same from the University at least seven (7) days from the closing date of this Offer.

23.3 The Vendor 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.

23.4 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 Vendor.

24. NOTIFICATION

24.1 Notification will not necessarily be sent to unsuccessful Vendors by the University.

24.2 Where notifications are sent, prices submitted by each Vendor will not be disclosed to other Vendors nor published openly.

25. OWNERSHIP STATUS OF VENDOR

25.1 The Vendor 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 Vendor;

b) the number, percentage and class of shares held by such person, company or corporation.

26. SHORTLISTING OF VENDORS

26.1 The University reserves the right to shortlist Vendors in accordance with the criteria set forth in the Procurement Opportunities; 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.

26.2 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.

26.3 Prices quoted by the Vendor during the final offer shall be the same or lower than original offer if based on identical requirements.

27. CONSORTIUM

27.1 As used in this document, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

27.2 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 member 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 through SUPS or handed to or posted to the address of the Lead Agency of the Consortium given in the 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.

28. EXPERIENCE OF VENDOR (IF REQUESTED)

28.1 Vendors 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.

28.2 The Vendor 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.

28.3 The Vendor shall enclose copies of his company annual reports for the last three (3) years.

28.4 (a) The Vendor or, where the Vendor is submitting the Offer as an agent, the Vendor’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 Opportunities.

(b) The Vendor 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.

29. CORRIGENDA TO PROCUREMENT OPPORTUNITIES

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

29.2 Any additional information or clarification of any part of the Offer submitted in writing by the Vendor 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 Vendor’s offer and if accepted by the University shall become part of the Contract.

29.3 No action or communication by the University or the Vendor pursuant to this Clause 29 shall have the effect of revoking or invalidating the Vendor’s original Offer.

30. DISCLAIMER

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

30.2 The information contained in this document may be updated from time to time. Vendors should always refer to the latest copy posted on SUTD Procurement webpage for each Procurement Opportunity.