

## **PART I - INSTRUCTIONS TO TENDERERS**

### **1. DEFINITIONS**

- 1.1 All terms referred to in this Invitation to Tender shall have the meanings ascribed to them in the Conditions of Contract, unless otherwise defined herein or the context otherwise requires.

### **2. ELIGIBILITY**

- 2.1 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 the submission of its Tender Offer, the Tenderer shall not be considered for the award of this Invitation to Tender. If a Tender Offer is submitted without explicitly mentioning that the Tenderer is currently debarred, CLC Ltd 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 and, if such a declaration is discovered to be false, CLC Ltd will be entitled to, at any time, rescind any contract entered into pursuant to such a Tender Offer without CLC Ltd being liable therefor in damages or compensation.

### **3. COMPLIANCE WITH INSTRUCTIONS**

- 3.1 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.

### **4. TENDERING PERIOD**

- 4.1 This Invitation to Tender shall be closed on the Closing Date and Time. “**Closing Date and Time**” means the date and time specified in the Cover Letter or such other date and time as notified by CLC Ltd from time to time through its website. Tender Offers received after the Closing Date and Time shall be disqualified.

### **5. VALIDITY PERIOD**

- 5.1 Tender Offers submitted shall remain valid for acceptance for the Validity Period. “**Validity Period**” means a period of 90 days from the Closing Date and Time, or such longer period as may separately be agreed in writing between the Tenderer and CLC Ltd.

### **6. WITHDRAWAL OF TENDER OFFER**

- 6.1 No Tender Offer may be withdrawn after the Closing Date and Time.

## **7. ACCEPTANCE OF TENDER OFFER**

- 7.1 CLC Ltd shall be under no obligation to accept any Tender Offer.
- 7.2 CLC Ltd may accept the whole or any part(s) of the Tender Offer as it may decide, unless the Tenderer expressly stipulates otherwise in its Tender Offer, for example, that certain parts of the Tender Offer are to be treated as indivisible. The fees payable under the Contract shall be based on the Price Schedule set out in the Tender Offer accepted by CLC Ltd in accordance with this Clause 7.
- 7.3 By submitting the Tender Offer, Tenderers are agreeing to be bound by the terms and conditions set out in Part II (Conditions of Contract) without further negotiation or amendment. The issuance by CLC Ltd of a Letter of Acceptance accepting the Tenderer's Tender Offer or part of the Tender Offer shall create a binding contract (to the extent accepted by CLC Ltd) between CLC Ltd and such Tenderer. The Conditions of Contract shall be incorporated to such contract.
- 7.4 The Letter of Acceptance may be delivered by hand, by post or by email to the successful Tenderer at the address as specified in its Tender Offer. Such issuance of the Letter of Acceptance by hand, post or email shall be deemed effective communication of acceptance.
- 7.5 Notwithstanding the issuance of the Letter of Acceptance, CLC Ltd may require the Tenderer to sign a formal agreement in respect of the Contract and the Tenderer shall do so without unnecessary delay. In the event that the Tender Offer is submitted by a duly authorised agent, the formal agreement is to be executed by its principal.

## **8. LANGUAGE**

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

## **9. CONFIDENTIALITY**

- 9.1 Except with the prior consent in writing of CLC Ltd, the Tenderer shall not disclose to any person (other than employees, servants and agents on a "need-to-know" basis for the purposes of preparing or submitting a Tender Offer or subsequent clarifications) this Invitation to Tender, or any of its provisions, or any specifications, plans, drawings, patterns, samples or information issued by CLC Ltd.
- 9.2 CLC Ltd may require an unsuccessful Tenderer to return or destroy any specifications, plans, drawings, patterns, samples or information issued by CLC Ltd in connection with this Invitation to Tender.

## **10. OWNERSHIP OF TENDER DOCUMENTS**

- 10.1 All documents submitted by the Tenderer in response to this Invitation to Tender shall become the property of CLC Ltd. However, intellectual property in the information

contained in the Tender Offer shall remain vested in the Tenderer. This Clause 10.1 is without prejudice to any provision to the contrary in any subsequent contract between the Tenderer and CLC Ltd.

## **11. ALTERATION, ERASURES OR ILLEGIBILITY**

- 11.1 Except for amendments to the entries made by the Tenderer itself which are initialled by the Tenderer, Tender Offers bearing any other alterations or erasures and Tender Offers in which prices are not legibly stated are liable to be rejected.

## **12. CLC LTD'S CLARIFICATIONS ON TENDERER'S TENDER OFFER**

- 12.1 In the event that CLC Ltd seeks clarification on any aspect of the Tenderer's Tender Offer, the Tenderer shall provide full and comprehensive responses within five (5) days of notification.

## **13. TENDER OFFER**

- 13.1 The Tenderer shall satisfy itself before tendering as to the correctness and sufficiency of its Tender Offer for the supply of the Goods and Services, and all matters and things necessary for the proper execution and completion of such supply, including any duty, custom and excise, licence, transport and insurance expense, regardless of whether such matters or things were specifically set out in this Invitation to Tender.
- 13.2 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 CLC Ltd. 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 CLC Ltd may be excluded from the Tender Offer and may not be considered in the evaluation of such Tender Offer.
- 13.3 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.
- 13.4 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 Requirement Specifications irrespective of whether such items, works or services have been specifically listed or priced in the Tender Offer.
- 13.5 The Tenderer shall notify CLC Ltd 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 CLC Ltd at least ten (10 days) before the Closing Date and Time.
- 13.6 No oral representation shall be:

- (a) binding on CLC Ltd; or
- (b) construed as modifying or varying any of the provisions of this Invitation to Tender.

#### **14. EXPENSE OF TENDERER**

- 14.1 In no case will any expense incurred by the Tenderer in the preparation or submission of its Tender Offer or subsequent clarifications be borne by CLC Ltd.

#### **15. GOODS AND SERVICES TAX**

- 15.1 The Tenderer shall not include in the rates and prices proposed in its Tender Offer, GST chargeable for the supply of goods or services required in this Invitation to Tender. All rates and prices quoted shall be exclusive of GST.
- 15.2 If the Contractor is a taxable person under the GST Act, CLC Ltd shall reimburse the Contractor for any GST chargeable by the Contractor on the supply by the Contractor of goods and services provided pursuant to this Invitation to Tender.

#### **16. GST REGISTRATION**

- 16.1 The Tenderer shall declare its GST status in its Tender Offer. The Tenderer shall clearly indicate whether it is, or will be, a taxable person under the GST Act. The Tenderer shall furnish its GST registration number to CLC Ltd, if available.
- 16.2 A Tenderer who declares itself to be a non-taxable person under the GST Act but which becomes a taxable person at any time thereafter shall forthwith inform CLC Ltd of its change in GST status.

#### **17. GOVERNING LAW AND JURISDICTION**

- 17.1 All Tender Offers submitted pursuant to this Invitation to Tender and all matters arising out of this Invitation to Tender shall be governed by the laws of the Republic of Singapore.
- 17.2 Subject to any applicable written law, Clause 30 (Dispute Resolution) of the Conditions of Contract shall apply *mutatis mutandis* (with the necessary changes) to all disputes and claims arising out of or relating to this Invitation to Tender.

#### **18. OWNERSHIP STATUS OF TENDERER**

- 18.1 The Tenderer shall provide in its Tender Offer full information on the name and address of any person, company or corporation which Controls the Tenderer.

#### **19. SHORTLISTING TENDERERS**

- 19.1 CLC Ltd shall have the right to shortlist Tenderers in accordance with the criteria set forth in this Invitation to Tender and give those so shortlisted the opportunity to submit new or amended Tender Offers on the basis of CLC Ltd's revised requirements, in accordance with a common deadline.
- 19.2 Tender Offers received from the shortlisted Tenderers based on such revised requirements shall form the basis of the final tender evaluation. The Tender Offers received in the final round shall be complete, comprehensive, and shall supersede and replace all Tender Offers previously submitted. The final Tender Offers submitted by the Tenderers shall not make references to any initial/previous Tender Offers submitted by the Tenderers. All Tender Offers received in the initial/previous round(s) shall be treated as lapsed. Such final Tender Offers shall be submitted in accordance with instructions as may be given or prescribed by CLC Ltd.

In the event that any shortlisted Tenderer(s) fails to submit a final Tender Offer based on CLC Ltd's revised requirements within the prescribed deadline, such Tenderer(s) will be deemed to have withdrawn its initial/ previous Tender Offer(s) unless such shortlisted Tenderer(s) has notified CLC Ltd in writing on or prior to the prescribed deadline confirming that its initial/ previous Tender Offer(s) will form its final Tender Offer in consideration of CLC Ltd's revised requirements.

## **20. CORRIGENDA TO INVITATION TO TENDER**

- 20.1 CLC Ltd shall have the right to amend any terms in, or to issue supplementary terms to this Invitation to Tender at any time prior to the Closing Date and Time.

## **21. DISCLAIMER AND LIMITATION OF LIABILITY**

- 21.1 This Invitation to Tender may not contain all the information which Tenderers may require. Tenderers should therefore make their own inquiries and seek such clarifications they think necessary. CLC Ltd shall not be liable to any Tenderer for any information in this Invitation to Tender which is incomplete or inaccurate.
- 21.2 CLC Ltd shall not be liable for any loss of profit or indirect or consequential losses arising from or in connection with any failure by CLC Ltd 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.