

## CONDITIONS OF TENDER

TENDER NO : XXX

TENDER DESCRIPTION : THE CONSTRUCTION, MANAGEMENT AND OPERATION OF READY-MIX CONCRETE BATCHING PLANT AT \_\_\_\_\_

### EVALUATION CRITERIA

1. Unless otherwise allowed by the Ministry of National Development c/o Building and Construction Authority ("the Licensor"), only firms registered with the Building and Construction Authority ("BCA") under **SY01B, CW01 or CW02** or are able to show proof of application of registration at the point of tender submission shall be considered for this tender.

Tenderers who do not hold a valid registration from the BCA specifying that they have met the criteria for this Tender are advised to apply for the registration with the BCA at the earliest possible opportunity and declare their registration status in their tenders. If by the Closing Date, their registration with the BCA is still pending, tenderers should enclose a copy of the receipt for registration fee paid issued by the GRA(s) with their tenders.

Tenderers should have a valid registration with the Building and Construction Authority under **SY01B, CW01 or CW02** at the point of award of Tender.

### ELIGIBILITY

2. Any company, firm or person who is currently debarred from participating in Government tenders is not eligible to participate in this Tender. If any declaration and/or information furnished is found to be false or in any manner untrue, the Licensor shall be entitled to rescind any contracts entered into pursuant to such a tender, without the Licensor being liable therefor in damages or compensation.
3. **Failure by the Tenderer to comply with the above shall entitle the Licensor to bar the Tenderer from tendering for public sector projects for a period of time to be decided by the Licensor.**

## KNOWLEDGE OF CONDITIONS AFFECTING THE PLOT

4. The Tenderer shall satisfy himself on all conditions affecting the Plot and/or the use thereof.
5. The Plot size given by the Licensor is an estimate to the best of the Licensor's knowledge. The Tenderer is deemed to have satisfied himself and to have ascertained the size of the Plot and all conditions affecting the Plot. The Plot size shall not be subject to any site re-measurement and there shall be no adjustment to the Licence Fee (as proposed by the Tenderer) in relation to the Plot area.

## COMPLIANCE WITH CONDITIONS OF TENDER

6. The Licensor will disregard any Tender from any party who fails to comply with these Conditions of Tender in any respect.
7. The Tenderer is required to sign the Form of Tender and other documents pertaining to this Contract including filling in all details where required. Any Tender which amends or attempts to amend the Form of Tender, Conditions of Tender or Operating Agreement or any other forms is liable to be rejected.
8. The Licensor may disregard any outstanding requirements or deficiency in the requirements of these Conditions of Tender without waiving the right to demand subsequent compliance with them.
9. The Form of Tender shall be used for the submission of tender bid for one plot only. If the Tenderer wishes to tender for more than one plot, each tender bid shall be submitted using fresh Form of Tender and all the submitted Forms of Tender shall be duly signed by the authorized personnel.

## TENDER DEPOSIT

10. A tender deposit equivalent to **one (1)** month of the Monthly Fee ,i.e. the bid for monthly license fee and the monthly administration fee, is payable at the time of submitting the tender. Payments of tender deposit should be made in favour of **Building and Construction Authority by Cheque, Cashier's Orders or Banker's Guarantees by an MAS-approved institution**. Failure for any reason to pay the Tender Deposit (including and not limited to dishonoured cheque and stoppage of cheque payment) shall result in disqualification of the Tender submitted.

## TENDER BRIEFING AND SITE SHOWROUND

11. In the event that it is compulsory for the Tenderers to attend the tender briefing and/or site showround, only Tenderers who attend the compulsory

tender briefing and/or site showround will be eligible to participate in the Tender.

### **ALTERATION, ERASURES OR ILLEGIBILITY**

12. A Form of Tender on which alterations, amendments or cancellations on particulars filled in have been made shall be accepted as a Tender on condition that such alterations, amendments or cancellations are **initialed by the Tenderer**. Tenders bearing any other alterations or erasures and Tenders in which prices are not legible are liable to result in disqualification.

### **EVALUATION OF TENDER**

13. Tenderers are advised that any special financial terms required or offered should be clearly and categorically stated to enable evaluation of the tenders on a Net Present Value (NPV) basis.

### **VALIDITY PERIOD**

14. Each Tenderer shall be deemed to accept the Conditions of Tender herein and to undertake that his Tender is made in accordance with the Conditions of Tender herein and will remain unvaried and open for acceptance until and will not be withdrawn within ninety (90) days from closing date of the Tender.

### **WITHDRAWAL OF TENDER**

15. If the Tenderer withdraws his Tender at any time before the expiry of (90) days from the closing date of the Tender and before the acceptance of his Tender by the Licensor, the tender deposit as specified in Clause 10 of the Conditions of Tender herein will be forfeited. The Tenderer may be debarred from tendering for all Government Ministries'/Departments' and Statutory Boards' projects for all lines of business for up to a period of 5 years. For the purpose of this clause, the Tenderer shall be deemed to have withdrawn his tender, if he withdraws any of his offers (main or alternative) in his Tender and in such event, all his other offers will be rejected by the Licensor.

### **ACCEPTANCE OF TENDER**

16. The Licensor does not undertake to accept the highest or any Tender. The Licensor will not enter into correspondence with any Tenderer regarding the reasons for non-acceptance of a Tender.

17. The successful Tenderer will be notified of the acceptance of his bid by Letter of Acceptance sent to him by registered post at the address for reply (for himself or his agent) inserted in the Form of Tender.
18. Such Letter of Acceptance shall enclose a certified copy of the Form of Tender to evidence the contract and two (2) sets of the Licence Agreement, which the successful Tenderer shall execute and return to the Licensor.
19. The issue by the Licensor of a Letter of Acceptance of the tender will create a binding contract on the part of the Tenderer to execute and complete the Contract at the rate offered in the tender. The successful Tenderer will enter into a contract in terms of the attached Licence Agreement (“the Agreement”), and until the Agreement is executed, the accepted Tender will constitute a binding contract on the terms and conditions expressed or implied in the Tender Documents as listed in the Form of Tender.
20. **Acceptance of the successful Tender shall not exempt the successful Tenderer from complying with any requirements of the Conditions of Tender (unless the Licensor expressly in writing elects to do so).**
21. The successful Tenderer shall commence the Duties immediately as instructed by the Licensor. Any additional cost incurred due to this instruction shall be borne in full by the successful Tenderer.
22. The successful Tenderer shall, upon the Licensor’s direction, be on site to witness such trial pit excavation.

## **SECURITY DEPOSIT**

23. The successful Tenderer shall provide a security deposit for an amount equal to **three (3)** months of Monthly Fee, i.e. monthly licence fee and monthly administration fee for the Plot pursuant to Clause 6 of the Licence Agreement. The security deposit can be submitted in the form of:
  - a. a Cheque or Cashier’s Order; or
  - b. an “on demand” Banker’s\* Guarantee; or
  - c. an Insurance\* Performance Bond/Guarantee; or
  - d. a guarantee from a finance company\* for a deposit not exceeding \$300,000.

\*MAS-approved bank, insurance and finance company

## **INSURANCE**

24. The successful Tenderer, in accordance with Clause 7 of the Licence Agreement, shall take up the following Insurance Policies in joint name with the Licensor covering the duration of the Licence Period.

- a. Public Liability Policy of Singapore Dollars One Million (S\$1,000,000.00) limit per claim; and

## **OWNERSHIP OF TENDER DOCUMENTS**

25. All documents submitted by the Tenderer pursuant to the Tender shall become the property of the Licensor.

## **EXPENSE OF TENDERER**

26. The Licensor shall not in any event be liable for any expense incurred by the Tenderer in respect or arising out of the Tender. The successful Tenderer shall meet all the costs of stamp fees and all other legal costs and disbursements arising out of the Tender and/or Agreement.

## **THE GOODS AND SERVICES TAX ("GST")**

27. The Monthly Fee (as defined in Clause 1 of the Form of Tender) submitted by the Tenderer shall be exclusive of the Goods and Services Tax (GST). The successful tenderer shall bear and pay the Government (in addition to the Monthly Fee) all amounts of GST charged on the supply of goods and services made on or after 1<sup>st</sup> April 1994.

## **INDUCEMENT**

28. In the event that the Tenderer, his servants, agents or employees attempt to canvass, solicit, influence or otherwise approach members or officers of the Licensor in any matter relating to or arising out of the Licensor's consideration of his bid, the Licensor may at its discretion bar the Tenderer from participating in the Tender and/or strike off the Tenderer from its Registry of Contractors.

## **JOINT TENDERS**

29. The following conditions shall apply to the Tenderers who intend to submit the Tender as a Joint Tender. The said conditions shall prevail over paragraphs 1 to 28 herein as well as the provisions in the Licence Agreement in the event of any inconsistency. "Joint Tender" refers to an arrangement between two or more companies or corporations to jointly participate in any one single tender and "Joint Tenderers" shall refer, on a collective basis, to all the constituent Tenderers who participate in the Joint Tender. For the avoidance of doubt, notwithstanding any company's or corporation's participation in the Joint Tender, the company or corporation shall be held and firmly bound unto the

Licensor to be jointly (with the other Joint Tenderers) and severally liable for the performance of the Licence Agreement and for all purposes connected thereto.

- a. All Joint Tenderers must be registered with the Building and Construction Authority under **SY01B, CW01 or CW02** and meet the evaluation and eligibility criteria as stated under the Clauses 1, 2 and 3 as stated above.
- b. The Joint Tenderers shall be required to appoint a Lead Joint Tenderer who will submit the tender for and on behalf of all the Joint Tenderers.
- c. After submission of the tender, any change in the identities of the Joint Tenderers (including changes resulting from the addition of a new Joint Tenderer or the cessation of a former Joint Tenderer from the participation) must be approved in writing by the Licensor on a prior basis.
- d. The Joint Tenderers must submit a letter of undertaking to the Licensor **together with the Tender** to be jointly and severally liable for the performance of the contract made should the Joint Tender be accepted by the Licensor and for any loss, expense, costs, damages, liability or claim whatsoever arising out of or in connection with the said contract, failing which the Licensor reserves the right to reject the Joint Tender. (Please refer to Appendix A for the format of the letter of undertaking and declaration of participation.)
- e. "Licensee" shall, in respect of Joint Tenders and the resultant contracts, refer to all the Joint Tenderers collectively granted licence by the Licensor pursuant to the Licence Agreement. References to "Tenderer" shall be construed as references to the Joint Tenderers collectively.
- f. All Joint Tenderers shall jointly sign the Licence Agreement with the Licensor. Until the said Licence Agreement is prepared and executed, the Joint Tender together with the Licensor's Letter of Acceptance, shall constitute a Contract binding on all the Joint Tenderers.
- g. With reference to Clause 5.1.4 for the Licence Agreement, the Joint Tenderers shall maintain a joint bank account in Singapore for the automatic electronic deduction of Monthly Fee or any charges specified by the Licensor.
- h. The maximum number of Joint Tenderers allowed for each Joint Tender is shown in Para 4 of Appendix A below.

## SUBMISSION OF TENDER

30. The entire set of tender documents is to be submitted **By Hand** under sealed cover and marked on the envelope "**Tender No: XXX, The Construction, Management and Operation of Ready-Mix Concrete Batching Plant at \_\_\_\_\_**" and deposited in the designated Tender Box at the **Building And Construction Authority, 52 Jurong Gateway Road, #06-01, Singapore 608550** not later than **4.00pm** on the closing date, **XX XXX XXX**. Any tender submitted after the closing date and time for whatever causes arising or tenders that are **NOT** submitted **By Hand** will **NOT** be considered.

**LETTER OF UNDERTAKING BY JOINT TENDERERS**

1. We \_\_\_\_\_

\_\_\_\_\_  
(Joint Tenderers)

are held and firmly bound unto the Licensor to be jointly and severally liable for the performance of the Licence Agreement made should our Tender be accepted by the Licensor and for any loss, expense, costs, damages, liability or claim whatsoever arising out of or in connection with the said Licence Agreement. This is notwithstanding and regardless of any arrangement, contractual or otherwise, between us as Joint Tenderers, and of the nature of our participation in the Joint Tender.

2. In an event that any one of us withdraws from the Joint Tender 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 Joint Tenderers shall be obliged to carry out and complete the obligations under the Licence Agreement.

3 We acknowledge and agree that the issuance by the Licensor of a Letter of Acceptance shall create a binding contract between the Licensor and each of us on a joint and several basis.

4. We hereby provide the following information concerning ourselves:-

	Company Name	BCA Workhead <sup>1</sup>	Names of Authorised Persons	Authorised Signatures	Company Stamps
<b>Lead Joint Tenderer</b>		SY01B, CW01 or CW02			
<b>Other Joint Tenderer</b>		SY01B, CW01 or CW02			
<b>Other Joint Tenderer</b>		SY01B, CW01 or CW02			

<sup>1</sup>Delete where not applicable

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (month) XXXX.