

INSTRUCTIONS TO TENDERERS

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1. INTERPRETATION

- 1.1 The meaning and definition of terms shall be the same as those found in the Interpretation Clause in the Conditions of Contract (Part 1 Section B).

2. TENDER BRIEFING

- 2.1 There will be a mandatory Tender Briefing **on Friday, 18th September 2026, 03:00 PM, at Devan Nair Institute for Employment and Employability (NTUC e2i Office)**. Attendance is compulsory for all Tenderers intending to submit a Tender. Failure to do so will result in disqualification. Registration prior to the briefing is required. Tenderers are required to submit names and email addresses of their representatives (maximum 2) via MS Form link in Tender Notice by **Thursday, 10th September 2026, 2359 hrs**.

3. SUBMISSION OF TENDER

- 3.1 Tenderers shall submit their Tenders in accordance with the following mode of submission and format. Non-compliance with the format may render the Tender liable to rejection.

Information/ document(s) in tender	1. Form of Tender	Annex 1A-1
	2. Management Summary	Annex 1A-2
	3. Price Schedule	Annex 1A-3
	4. Statement of Compliance	Annex 1A-4
	5. Declaration of Compliance with Personal Data Requirements	Annex 1A-5
	6. Tenderer's Information	Annex 1A-6
	7. Proposal for Services, including Project Schedule / Implementation Plan	Annex 1A-7
	8. Project Organisation and Assumptions (where applicable)	Annex 1A-8

	9. Information on Proposed Accounting Servicing Team	Annex 1A-9
	10. Clientele List within the Last Three (3) Years	Annex 1A-10
	11. Client References	Annex 1A-11
	12. Ownership Status of Tenderer and Financial Statement for Last 3 Years	Clause 21
	13. Experience of Tenderer	Clause 22
	14. Vendor Checklist for Data Protection and Declaration of Personal Data Compliance	Annex A
	15. Any additional relevant information, including product brochures	To be provided by Tenderer
Mode of Submission	All Tender documents must be encrypted with password and submitted electronically to: tenders_3@e2i.com.sg	
Closing Date (Singapore Time)	Friday, 30th October 2026, 2359 hrs	

For electronic submissions, Tenderers are to ensure that their file size does not exceed 20MB per email (you may submit in parts). No submissions via tenderers' own cloud drive is allowed. Early submission is highly encouraged to avoid network congestion that may result in unsuccessful delivery or late submission. Tenderers are responsible to ensure the availability of necessary infrastructure to support their files to be transmitted. Submission of all Tender documents will be time-stamped according to the timing of the email received by the respective mailboxes assigned.

3.2 For the **Tender Proposal** submitted:

- 3.2.1 All pages of the Form of Tender must bear the official seal or rubber stamp of the Tenderer and initialed by the Tenderer's authorised representative.

- 3.2.2 All price schedules must be typewritten, bear the official seal or rubber stamp of the Tenderer and signed by a duly authorised agent or officer of the Tenderer.
- 3.2.3 All corrections or cancellations will not be accepted unless such corrections or cancellations are initiated by the Tenderer.
- 3.2.4 All pages must be numbered.
- 3.3 The Tenderer must submit clearly the itemised price schedules in Singapore Dollars.
- 3.4 Further information can be provided as additional sections, appendices or annexes. Appendices and annexes shall be properly labelled and cross-referenced in the main body of the Tender.

4. PRESENTATION

- 4.1 After the Closing Date and Time (as defined in the Instructions to Tenderers), Tenderers who satisfy all the critical criteria in Part 3 (Evaluation Criteria) will be shortlisted.
- 4.2 The shortlisted Tenderers may be required to make a presentation and demonstration, building on the submitted Tender.
- 4.3 The requirements of the presentation and demonstration are an expanded description of the submitted proposal AND visual representations of all mandatory items as per detailed in Part 2 (Requirement Specifications).
- 4.4 The presentation and demonstration will be conducted physically or virtually via Microsoft Teams as to be determined by e2i. All members of the proposed Account Servicing Team must be present. Each Tenderer will be given at least **THREE (3) calendar days of notice** before the date of presentation. Each Tenderer is required to submit names and email addresses of its representatives to Herry Suyanto at herry_suyanto@ntuc.org.sg and Benjamin Tan at benjamin_tan@e2i.com.sg after the dates and time of the presentation and demonstration have been decided. A meeting invite will be sent to the representatives prior to the presentation and demonstration.
- 4.5 Tenderers may be required to attend a clarification session via Microsoft Teams or physically as and when requested by the e2i during the evaluation stage.

5. COMPLIANCE WITH INSTRUCTIONS

- 5.1 Tender will be accepted only if submitted according to the instructions contained, and in the form(s) prescribed in the Invitation to Tender. Any Tender which attempts to vary the Form of Tender or Conditions of Contract is liable to be rejected.

6. VALIDITY PERIOD

- 6.1 Tender submitted shall remain valid for acceptance for the validity period specified in the Invitation to Tender and during such extension of the period as set out in the aforesaid documents.

7. WITHDRAWAL OF TENDER

- 7.1 No Tender may be withdrawn after the closing date prescribed in the Invitation to Tender. Any Tenderer who attempts to do so may, in addition to any remedy which e2i may have against him/her, be liable to be debarred from future e2i tenders.

8. REQUIREMENT SPECIFICATIONS

- 8.1 The Proposal for Services shall conform with all the requirements set out in these Instructions to Tenderers and the Requirement Specifications stated in Part 2 of this Invitation to Tender. The Tenderer shall ensure accuracy of the information provided.

9. GOODS AND SERVICES TAX

- 9.1 Tenderers shall not include in the rates and prices proposed in their Tender, the Goods and Services Tax ("GST") chargeable for the supply by the Tenderer to e2i of goods, services or works required in the Tender. All rates and prices quoted shall be exclusive of the GST. e2i shall reimburse the successful Tenderer any GST charged on the supply by the successful Tenderer to e2i of goods, services or works.

10. GST REGISTRATION

- 10.1 The Tenderer shall declare the Tenderer's GST status in the Form of Tender. The Tenderer's shall clearly indicate whether the Tenderer is, or whether the Tenderer will be a taxable person under the Goods and Services Tax Act. The Tenderer shall, if available, furnish its GST Registration Certificate to e2i.

- 10.2 A Tenderer who declares itself to be a non-taxable person under the Goods and Services Tax Act but who becomes a taxable person after acceptance of its Tender shall forthwith inform e2i of its change in GST status. The Tenderer shall be entitled to reimbursement by e2i of any GST charged on the supply by the Tenderer of goods, services or works, where such supply takes place after its change in GST status.

11. SUFFICIENCY OF TENDER PRICE

- 11.1 The Tenderer shall notify e2i 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 Tenderer discovers any ambiguity, discrepancy, conflict, inconsistency or omission in any Contract document, the Tenderer shall notify and seek clarification from e2i within SEVEN (7) calendar days prior to the closing date of this Tender.
- 11.2 The Tender price shall be deemed to have included the delivery of all items to meet the requirements as specified in Part 2 (Requirement Specifications) irrespective of whether such items have been listed or priced in the Tender. No requirements specified in Part 2 shall be excluded unless explicitly stated by the Tenderer.

12. IMPLEMENTATION PLAN

- 12.1 The Tenderer shall include in the Tender, an Implementation Plan and the length of time required for the whole project to be commissioned, the schedule of events required (and which the Tenderer will comply with) to ensure the timely completion of the whole project, such plan/schedule to commence from the date of issue of the Letter of Acceptance of the Tender.

13. LANGUAGE

- 13.1 The Tender including all data, documents, etc, must be written in easily comprehensible English Language.

14. CONFIDENTIALITY

- 14.1 Except with the consent in writing of e2i, the Tenderer shall not disclose this Tender, or any of its provisions, or any specifications and/or information issued by e2i.

- 14.2 e2i may require an unsuccessful Tenderer to return any specifications, and/or information or instructions issued by e2i.

15. OWNERSHIP OF TENDER DOCUMENTS

- 15.1 All documents submitted by the Tenderer in response to the Invitation to Tender shall become the property of e2i. However, intellectual property in the information contained in the Tender shall remain vested in the Tenderer. This Clause is without prejudice to any provisions to the contrary in any subsequent contract between the Tenderer and e2i.

16. ALTERATION, ERASURES OR ILLEGIBILITY

- 16.1 Except for amendments to the entries made by the Tenderer which are initialed by the Tenderer, Tenders bearing any other alterations or erasures and Tenders in which prices are not legibly stated are liable to be rejected.

17. e2i'S CLARIFICATIONS OF TENDER

- 17.1 In the event that e2i seeks clarification upon any aspect of the Tender, the Tenderer shall provide full and comprehensive response in writing within THREE (3) business days of notification.

18. EXPENSE OF TENDERER

- 18.1 In no case will any expense incurred by a Tenderer in the preparation of the Tender be borne by e2i.

19. NOTIFICATION

- 19.1 Notification will not necessarily be sent to unsuccessful Tenderers by e2i.

20. APPLICABLE LAW

- 20.1 All Tenders submitted pursuant to this Invitation to Tender and the formation of any resulting contract shall be governed by the Applicable Law Clause in the Conditions of Contract.

21. OWNERSHIP STATUS OF TENDERER

21.1 The Tenderer shall provide full information on:

21.1.1 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;

21.1.2 the number, percentage and class of shares held by such person, company or corporation; and

21.1.3 audited balance sheets and Profit and Loss Statements for the last Three (3) years and any further information on the financial status of the Tenderer as and when requested.

22. EXPERIENCE OF TENDERER

22.1 Tenderers shall provide full information on their capital resource, manpower resource, technical capacity, etc, which information shall be submitted together with the Tender to enable e2i to ascertain their capacity to fulfill the proposal.

22.2 The Tenderer shall provide a brief write up of the Tenderer's business activities for business operations in Singapore, or if this is not available, business operations in other parts of the world.

23. CANVASSING

23.1 Canvassing shall render the Tender invalid. In the event of any canvassing being discovered after the acceptance of the Tender, e2i shall be entitled to rescind the contract awarded without being liable to pay any damages or compensation.

24. ACCEPTANCE OF TENDER

24.1 e2i reserves the right not to accept the lowest priced or incomplete Tender Proposal or any Tender Proposal, and shall not be bound to assign any reason.

24.2 When accepting the Tender, e2i may accept the whole or any part(s) of the Tender Proposal; and the Tender Price shall be adjusted in accordance with the schedule of prices set out in the Tender.

24.3 The issuance by e2i of a Letter of Acceptance accepting the Tender Proposal or part of the Tender Proposal shall create a binding contract on the part of the Tenderer to supply to e2i the goods and/or services offered in the Tender. The Contract shall be governed by the Conditions of Contract stated in **Part 1 Section B** of this Invitation to Tender.

24.4 A Letter of Acceptance of the Tender will be sent by email or by hand to the successful Tenderer's address as given in the Tender and shall be deemed to be received:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by electronic mail, (provided that no delivery failure notification is received by the sender) within twenty-four (24) hours of sending such communication

If the Tenderer is a duly authorised agent, the Contract is to be formed with the principal.

24.5 e2i may at its discretion require the Tenderer to sign a written agreement.

25. OMISSIONS/ERRORS

25.1 Tenderers are advised to study the Invitation to Tender very carefully before finalising their Tender Proposal(s) for submission. The onus is on the Tenderer to ensure that a complete Tender Proposal is submitted.

25.2 e2i shall not entertain any request made after the Tender has closed, for the variation or submission of additional quotes for items left out in the original submission on any ground whatsoever.

25.3 The Tenderer shall be solely responsible for all such omissions/errors.

26. INVALID TENDER PROPOSALS

26.1 Tender Proposals received after the Tender closing date and time shall be disqualified.

27. COPYRIGHT

27.1 e2i reserves to itself all copyrights in this Invitation to Tender document.

28. DEMONSTRATION OF CLAIMED CAPABILITIES

- 28.1 The Tenderer shall at the request of e2i, at its own expense prepare and conduct locally, demonstrations/presentations to substantiate the Tenderer's support capabilities as described in the Tender Proposal.
- 28.2 e2i reserves the option to request the Tenderer to make available all the necessary system or site visit to enable the Tenderer to demonstrate its claim.
- 28.3 Failure to provide the demonstration/presentations (including the samples) at the stipulated time may render the Tender Proposal liable to be rejected.
- 28.4 For the avoidance of doubt, e2i shall not be obliged to return any samples to the Tenderer.
- 28.5 All costs in connection to the demonstrations/presentations (including the provision of samples) to e2i shall be borne by the Tenderer.

29. AGENCY

- 29.1 The Tenderer who is submitting the Tender on behalf of its principal must submit an irrevocable Power of Attorney from its principal, properly notarised, duly authorising the Tenderer to submit the Tender Proposal on its principal's behalf. Failure to do so will invalidate the Tender Proposal.

30. ADDITIONAL CONDITIONS

- 30.1 e2i may request the Tenderer to amend the Tender Proposal after submission of the Tender and any amendments agreed upon shall be in writing and shall be submitted by the Tenderer to form part of the Tender Proposal.
- 30.2 e2i reserves the right to issue supplementary Tender terms and conditions of Contract at any time prior to the closing date of this Invitation to Tender.
- 30.3 e2i reserves the right to introduce additional terms and conditions of Contract at any time prior to the formation of the agreement and subject to mutual agreement these terms and conditions shall become part of the Contract upon the formation of the agreement.
- 30.4 Any additional information or clarification of any part of the Tender Proposal submitted in writing by the Tenderer prior to the formation of the agreement which do not derogate from e2i's rights under the terms and conditions specified and implied in **Part 1** shall form part of the Tender Proposal and if accepted by e2i shall become part of the Contract.

- 30.5 No action or communication by e2i and/or the Tenderer pursuant to this **Clause 30** shall have the effect of revoking or invalidating the Tenderer's original Tender Proposal.

31. ENQUIRIES

- 31.1 Should a Tenderer have any enquiries on any aspect of this Invitation to Tender or wish to request for extension to the Tender Opening Period, he/she should write to the contact person as stated in the Invitation to Tender at least **SEVEN (7) calendar days** prior to the closing date of this Invitation to Tender.

- 31.2 No oral representation shall be

31.2.1 accepted or construed as modifying or varying any of the provisions, terms or conditions in this Invitation to Tender, or

31.2.2 binding on e2i.

32. CONSORTIUM

- 32.1 As used in this Invitation to Tender, "Consortium" means an unincorporated joint venture through the medium of a consortium or a partnership.

- 32.2 The following shall apply if a Tender Proposal is submitted by a Consortium:

32.2.1 Each member of the Consortium shall be a business organisation duly organised, existing and registered under the laws of its country of domicile.

32.2.2 No Consortium shall include a member who has been debarred from any tenders.

32.2.3 After the submission of the Tender Proposal, any introduction of, or changes to, Consortium membership must be approved in writing by e2i.

32.2.4 The following documents must be submitted with this Tender Proposal:

- (a) A certified copy of the consortium or partnership agreement, signed by all members of the Consortium,

- (b) **The Tender Proposal is to be submitted by a member of the Consortium (“Lead Member”)**. Documentary proof must be provided that the Lead Member is authorised by all members of the Consortium to submit, sign the Tender, receive instruction, give any information, accept any contract/document and act for and on behalf of all the members of the Consortium. The documentary proof could be in the form of:
 - (i) relevant provision(s) in the certified copy of the Consortium or partnership agreement, or
 - (ii) certified copies of powers of attorney from each member of the Consortium.

32.2.5 Information must be submitted with respect to:

- (a) the legal relationship among the members of the Consortium;
- (b) the role and responsibility of each member of the Consortium; and
- (c) the address of the Consortium to which e2i may send any notice, request, clarification or correspondence.

32.2.6 If e2i awards the Contract to a Consortium:

- (a) The Letter of Acceptance shall be handed to or posted or emailed to the address of the Lead Member of the Consortium given in the Tender Proposal.
- (b) The issuance by e2i of a Letter of Acceptance shall create a binding Contract on all the members of the Consortium.
- (c) Each member of the Consortium shall be jointly and severally responsible to e2i for the due performance of the Contract.
- (d) As and when requested by e2i, all members of the Consortium shall be required to sign a formal agreement in the appropriate form with e2i. Until the said formal agreement is prepared and executed (if applicable), the Consortium’s Tender together with e2i’s Letter of Acceptance, shall constitute a binding Contract on all the members of the Consortium.
- (e) 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.

33. ANTI-COMPETITION

33.1 The Tenderer and their officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct, cartel behaviour, or any other similar conduct with any other fellow Tenderer or any other person and entity that would otherwise enter its own Tender, in relation to the preparation or submission of the Tenderer's Tender Proposal, including that the Tender Proposal has not been prepared with any consultation, communication, contract, arrangement, or understanding with any competitor regarding:

- (a) The Tenderer's prices in the Tender Proposal;
- (b) The intention or decision to submit a tender bid by any of the parties;
- (c) The method or factors used to calculate the Tenderer's Price in the Tender Proposal; and
- (d) Any other items relating to the Tender

33.2 Any breach of or non-compliance with **Clause 33.1** above shall, without affecting the Tenderer's liability for such breach or non-compliance, disqualify the Tenderer from further participation in the Tender and invalidate its Tender Proposal, without any reason or justification needing to be given to the Tenderer. e2i shall not be liable towards the Tenderer for any losses or damages (direct or indirect) as a result of the disqualification.

34. ANTI-BRIBERY

34.1 The Tenderer and their officers, employees, agents and advisers must not engage in any corrupt behaviour or bribery in submitting its Tender Proposal, which shall include but is not limited to any form of:

- (a) Bribery;
- (b) Undue Influence;
- (c) Gifts;
- (d) Entertainment;
- (e) Kickbacks;
- (f) Any form of benefit;

In both the submission of its Tender Proposal, as well as the carrying out of the Services or delivery of the Products as awarded under this Tender.

- 34.2 Any breach of or non-compliance with **Clause 34.1** above shall, without affecting the Tenderer's liability for such breach or non-compliance, disqualify the Tenderer from further participation in the Tender and invalidate its Tender Proposal, without any reason or justification needing to be given to the Tenderer. e2i shall not be liable towards the Tenderer for any losses or damages (direct or indirect) as a result of the disqualification.