PART I: INSTRUCTIONS TO PROPOSERS

1 **Definitions and Interpretation**

1.1 Throughout this RFP and any resultant Agreement, unless the context otherwise requires, the following definitions shall apply:

Agreement	the Locker Operator Appointment Agreement to be signed between IMDA and the Operator in Annex C
Applicable Law	any laws and any other instruments, subordinate legislation having the force of law in Singapore, including any applicable statute, ordinance, notification, decree, regulation, by-law, rule, circular, directive, licence, consent, permit, authorisation, concession, guideline, code or other approvals issued by the relevant government or regulatory authority with appropriate jurisdiction in Singapore
Authorisation	any consent, authorisation, registration, filing, lodgement, notification, certificate, lease, licence, permit, approval or exemption from any Governmental Authority relevant to the Project
Business Day	any day other than a Sunday or a gazetted public holiday in Singapore
Closing Date	the latest closing date and time of the RFP as notified by IMDA
Confidential Information	has the meaning given to it in **Clause 16.1 of Part IV**
Commencement Date	the date set out at the beginning of the Agreement
Data Protection Policy	has the meaning given to it in **Clause 10.1 of Part IV**
Emergencies	any event at the Locker Stations and/or within the Locker Network that poses a threat to or may cause injuries to Users or passers-by or may result in damage to properties. These events could include bomb threats, chemical contamination and Force Majeure events
Extended Pilot	has the meaning given to it in **Clause 2.1 of Part IV**
GST	the prevailing goods and services tax as defined under the Goods and Services Tax Act (Cap. 117A)
HDB	the Housing and Development Board, a statutory board established under the laws of Singapore, pursuant to the Housing and Development Act (Cap. 129)
	the venue owner of the HDB sites
Initial Pilot	has the meaning given to it in **Clause 2.1 of Part IV**

Installation Works	has the meaning given to it in **Clause 4.2 of Part IV**
Locker Compartment	the individual lockable compartment of a Locker Station. Used interchangeably with Locker Box
Locker Management System	the computer system managing the operations and functionalities of the Locker Network
Locker Network	the network of Locker Stations covered by **Part IV**, as set out in **Clause 3**
Locker Station	single site where a suite of Locker Compartments is located, from which parcels can be delivered to and collected by Users on a self-service basis
LTA	the Land Transport Authority of Singapore, a statutory board established under the laws of Singapore, pursuant to the Land Transport Authority of Singapore Act (Cap. 158A)
MRT Stations	mass rapid transit stations, operated by PTOs
Mode of Submission	Shall have the meaning ascribed to it in **Clause 2.8**
Nationwide Tender	has the meaning given to it in **Clause 2.3 of Part IV**
Operational Data	all transaction data, logs, information and records related to operation and maintenance of the Locker Stations and Locker Management System, including its downtime (planned or unplanned), as well as the time and activities taken to restore them to an operational level
Operator	the successful Proposer appointed by IMDA for the Project
Party or Parties	IMDA and/or the Operator
PDPA	Personal Data Protection Act 2012 (Act 26 of 2012) and its accompanying subsidiary legislation
personal data	has the meaning defined in Section 2 of the PDPA, as may be amended from time to time
Project	the request for proposal (Reference: IMDA/FL/001/2017) to appoint third parties on a turnkey basis to install, operate and maintain secure electronic parcel Locker Stations to facilitate “last-mile” delivery services
Project Data	all data relevant for assessment of feasibility, viability and success of the Project amongst Users, including but not limited to:

(a) Locker Stations usage, including time between reservation and delivery, number of days of utilisation, utilisation rates of the Locker Stations, the utilisation rates for various sizes of the Locker Stations, seasonal utilisation of the Locker Stations, and data relating to the types of parcels stored;

(b) consumer behaviour, including collection or drop-off timings of Users and consumers; and

(c) delivery patterns, including delivery trips and quantity of parcels, as well as delivery timings;

(d) commercial viability base on profit and loss statement for the locker operations for the duration of the pilot;

(e) service and maintenance log including fault detail, recovery information etc.

Proposal	a definite offer by the Proposer for the installation and operation of a network of Locker Stations at the Sites at the submitted Monthly Proposed Rent
Proposer	the party submitting the Proposal in response to this RFP
PTO	the public transport operators, i.e. SBS Transit Ltd and SMRT Ltd
	the venue operators of MRT station sites
Purpose	has the meaning give to it Recital (A) of the Agreement
Records	has the meaning give to it in **Clause 11.1 of Part IV**
Registered Users	users of the Locker Network, including merchants, market-places, e-retailers and logistics services providers, registered on the Inter-Operable Platform
Requirements	specifications of the Project, as set out in Part IV
Security Agencies	the security agencies responsible for the security and safety of Singapore, including Ministry of Defence, Ministry of Home Affairs, SPF and Singapore Civil Defence Force
Security Data	all data derived from the security measures put in place by the Operator, which may facilitate any law enforcement actions, including but not limited to audit log of access authentication and authorisation, event log of all opening, closing and locking of Locker Compartments, log of any out of the ordinary incidents such as interruption of power, log of alert triggers, event log of statuses of Locker Compartments such as receipt and collection of parcels, surveillance cameras footage etc.
Site or Sites	has the meaning given to it in **Clause 3.1 of Part IV**

SPF	The Singapore Police Force, a department of Ministry of Home Affairs established under the laws of Singapore, pursuant to the Police Force Act (cap. 235)
Support Hours	7 AM to 12 Midnight Seven (7) days a week
Users	Registered Users and Consumers

1.2 Where the context admits:

(a) words importing the singular number shall include the plural number and vice versa; and

(b) words importing a person also includes a sole proprietorship, a partnership, a company or a corporation.

(c) words following the terms "**include**", "**includes**" or "**including**" or any similar express shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.3 All references to time shall refer to and mean Singapore time.

1.4 All references to the monetary value shall be in Singapore Dollar.

1.5 The headings in these Instructions to Proposers are inserted for convenience only and shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof in construing the terms and conditions herein.

2 <u>Submission of Proposals</u>

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2.2 The Proposer must not have any outstanding debt due to the Government at the time of submission of the Proposal.

2.3 Any Proposer (in the case of a company, the company and its directors) who is currently debarred from participating in Government Proposals is NOT eligible to participate in this RFP. If a Proposal is submitted without explicitly mentioning that the Proposer is currently debarred, IMDA shall treat the submission of the Proposal as an express continuing declaration by the Proposer that the Proposer is in fact eligible to participate in this Proposal. If such a declaration is discovered to be false, IMDA will be entitled to rescind any contracts entered into pursuant to such a Proposal, without IMDA being liable therefore in damages or compensation.

2.4 The Proposers are requested to study the RFP Documents, including the Appointment Agreement and Tenancy Agreements, carefully and independently, including independently obtain all information which may materially affect the Proposal before finalising their offer(s) for submission. The onus is on the Proposer to ensure that a complete offer is submitted.

2.5 There will be a RFP briefing to all interested parties on 22 Dec 2017 at 4:00PM at the following venue.

Pixel Studio Seminar Room Level 2

10 Central Exchange Green
Singapore 138649

Interested parties are required to confirm their attendance with Heng Peng Seng by email (Federated_Lockers@imda.gov.sg) which must arrive on or before 21st December 2017. Interested parties shall indicate the number (max 3) of people attending the briefing, their name and designations.

2.6 A site visit to the selected MRT Sites will be decided after the RFP briefing. The date for the site visit, if required, is tentatively on 29 Dec 2017 from 9:30AM to 5:30PM. The itinerary of the site survey will be made known after the RFP briefing on 22 Dec 2017 via email. Interested parties are required to register during the RFP briefing for the site visit.

2.7 Parties submitting proposal to install and operate locker stations at HDB Sites shall perform their own site survey and make their recommendations in their Proposal. The Lockers Stations shall be sited at locations that are convenient and easy for HDB residents to access on a daily basis. The proposed locations should include the recommended sites listed in Appendix 1 of Part IV. Additional sites can be proposed near social-communal facilities e.g. Resident Committee Centres, Child Care Centres, etc. or at HDB void decks, in order to fulfil the criterion for every HDB block to be served by one or more locker stations within a 250 metres radius.

2.8 The Proposers shall submit their Proposals in accordance with the following mode of submission.

S/N	Information or document(s) in Proposal	Mode of Submission
1 2 3 4 5	Proposal Form (According to the format in Part II) Proposals (One proposal to be submitted which may include any or all of the base proposal in Part II) Other Forms (Annexes & Appendices if applicable) Submission of the latest company ACRA, if available. Submission of the latest Financial Statement, for the past 3 years, if available	Submit one (1) set of your proposal in a sealed envelope containing i) a hardcopy of the complete set of Part II Proposal Form (Section A to J) and the compliance table to the requirements in Part IV ii) a softcopy of the above in PDF format in write once CD or DVD and iii) RFP Deposit (Banker's Guarantee or Cheque) The hardcopy shall be marked "Original" while the softcopy shall be deemed to be the "Copy". In the event of any discrepancies between the proposal in the hardcopy and softcopy, the proposal in the hardcopy shall deemed to be the valid version. The sealed envelope shall be delivered and deposited in the IMDA Tender Box No. 2 located at: 10 Pasir Panjang Road #10-01 Mapletree Business City Singapore 117438, not later than 4.00PM on 13 Feb 2018 or the latest Closing Date as notified by IMDA. The envelope shall indicate clearly on the left-hand corner:

		a. RFP No.; b. RFP Name; c. Closing Date of the RFP; d. Tender Box No.; e. Name and address of the Proposer. Proposers are to note that the opening on the Tender Box is 335mm x 95mm. IMDA shall not be held responsible for putting Proposals received through the post into the correct Tender Box by the Closing Date and Time. The Authority will however convey Proposals received through the post into the Tender Box as soon as reasonably practicable. Postage must be pre-paid on all RFP Offers sent through the post.

2.9 The Proposer shall submit only 1 (one) Proposal which may include any or all of the Base Proposals before 4.00PM on 13 Feb 2018 but in the event that multiple Proposals were submitted from the same Proposer, the Proposer shall be disqualified.

2.10 The Proposer shall be responsible for the delivery and depositing of their Proposals into the correct Tender box by the Closing Date, which will be accessible to the public at the location mentioned in **Clause 6 of the Cover Letter**. The Tender Box will be opened at exactly the Closing Date to retrieve all submitted Proposals. Proposals will not be received after the Closing Date.

2.11 All fees, costs and expenses in connection with or arising from the preparation and submission of the Proposal shall be borne entirely by the Proposer.

2.12 IMDA will not entertain any request for the submission of additional information for items left out in their Proposal on any grounds whatsoever any time before and/or after the Closing Date.

2.13 IMDA reserves the right to reject Proposals not submitted in accordance with the prescribed mode of submission specified in the Instructions to Proposers.

2.14 A RFP deposit equivalent to one (1) month's total proposed monthly rental as per the highest total proposed monthly rental among the Base Proposals submitted by the Proposer in Part II Section B or $500.00, whichever is higher, will be payable at the time of submission in the form of cheques or banker's guarantee or other equivalent electronic instruments.

2.15 Failure to enclose the RFP deposit during the submission or failure to pay the RFP deposits due to factors such as dishonoured cheques and stoppage of cheque payments will be treated as a disqualification from participation in the RFP as the Proposer has not fulfilled the RFP conditions.

2.16 The RFP deposit shall be returned or refunded without any interest to unsuccessful Proposers immediately or within 14 days of the award of RFP.

3 <u>Proposed Monthly Rent</u>

3.1 The Proposed Monthly Rent shall mean the Proposed Monthly Rent submitted by the Proposer in Section B of Part II (Proposal Form) in its Proposal, as expressed on a per month and aggregated basis for the total number of locker stations. It excludes GST and any other fees to be imposed by but not limited to HDB, town council, PTO, which will be detailed in the Tenancy Agreements to be signed with HDB and/or PTO in Annex D.

4 Compliance with Instructions

4.1 Proposals will be considered only if submitted according to the instructions set out in this RFP. Any proposal which attempts to vary the Proposal Form, Agreement, Tenancy Agreements or any part of the RFP Documents may be rejected. In consideration of the Proposers agreeing to abide by these instructions in this RFP, IMDA shall evaluate the Proposals fairly and in accordance with the said instructions.

4.2 IMDA shall have the discretion to reject a Proposal if the:

a) Proposal is incomplete (including but not limited to omission, spelling error and information filled at the wrong section);
b) Proposal is not submitted by the prescribed mode;
c) RFP Deposit is not enclosed with the Proposal

5 Validity Period

5.1 The validity period of the Proposal shall be six (6) months from the RFP Closing Date. IMDA reserves the right to extend the validity period for a further period of six (6) months.

6 Withdrawal of Proposal

6.1 Proposals submitted cannot be withdrawn or amended for any reason whatsoever. The RFP Deposit shall be forfeited if the Proposer withdraws his Proposal at any time after submission.

6.2 IMDA reserves the right at any time to withdraw the RFP without assigning any reason and without being liable to any party for any costs, damages, losses and/or expenses whatsoever.

7 IMDA's Acceptance of Proposal

7.1 The issue of a letter of acceptance (hereafter referred to as the "Acceptance") by IMDA accepting the Proposer's Proposal shall create a binding contract between IMDA and the Proposer and an obligation on the part of the Proposer to sign the Agreement, in materially the same form as set out in Annex C.

7.2 IMDA will deliver the Acceptance and the Agreement to the Operator at the address as given in his Proposal by hand or post. Such delivery or posting shall be deemed good and effective communication of IMDA's acceptance.

7.3 The Operator shall be bound by all the terms and conditions as stated in the Agreement. Any alteration, amendment or qualification of whatsoever nature to the Agreement by the Operator will not be accepted and will have no effect

7.4 IMDA reserves the right not to accept the highest bid or any proposal without giving any reason or compensation whatsoever. IMDA will not enter into correspondence with any Proposer regarding the reasons for non-acceptance of a Proposal.

7.5 IMDA reserves the right not to award the RFP to any Proposer if it deemed that the proposals received are not suitable. IMDA shall not enter into correspondence with any Proposer regarding the reasons for not awarding the RFP to any proposer.

7.6 IMDA reserves the right to revoke its Acceptance without giving any reason or compensation whatsoever any time before the submission of the first qualified professional engineer ('**QPE**') approved plan to HDB or PTO for approval. Upon such revocation, the Operator shall have no claim against IMDA in respect of any loss, expenses or damages whatsoever arising from the revocation.

7.7 Upon signing the Agreement with IMDA, the Operator shall work with the inter-operable platform operator appointed by IMDA, to integrate with the inter-operable platform to facilitate open access to the Locker Network. The exchange of information shall comply with messaging standards set out in Annex F.

8 Successful Proposer (Operator)

8.1 The Particulars of Proposer as stated in the Proposal Form shall be treated as final and accurate and shall be relied upon by IMDA. The Operator shall not implement any subsequent change(s) to their particulars such as mode of business, inclusion and/or deletion of partners or shareholders, change in percentage of shareholding etc. on or after the date of execution of the Agreement without the prior written consent of IMDA who may grant such consent subject to IMDA' prevailing policies and conditions and on such terms and conditions as IMDA in its sole and absolute discretion deems fit.

8.2 Depending on the success of its Base Proposal/s, the Operator shall enter into Tenancy Agreement/s for the rental of the Locker Station Sites with HDB and/or PTOs, within the time stipulated in the Agreement. LTA has granted the PTOs a license to operate the respective rail systems and granted a lease to the PTOs over the MRT stations to facilitate the PTO's operation of the rail systems. Accordingly, the Operator shall enter into a Tenancy Agreement with the respective PTOs.

8.3 Where the Operator fails or neglects to enter into the Tenancy Agreement with HDB or LTA or the respective PTOs (for whatever reasons whether or not the Operator is at fault) within the period stipulated in the Agreement, the Operator:

a. shall be deemed to have repudiated the contract, and
b. may be debarred from future RFP called by IMDA and/or other Statutory Boards and/or Government Departments up to a maximum period of five (5) years. Where the Operator is a company, the individual directors and company shall be debarred.

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8.6 All proposals, plans, statements and representations stated in the Proposal Form submitted by the Operator shall be duly executed, delivered and implemented throughout the full term of the Agreement. Failing which, IMDA shall in its discretion terminate the Agreement forthwith without prejudice to any right of action or remedy of IMDA for any antecedent breach of condition by the Operator.

8.7 Additional Instructions for HDB Sites

i) Upon successfully awarded the RFP by IMDA, the Operator shall work with HDB to seek approval for the proposed sites. The Proposer is required to submit a proposal including the following:

a. Photograph(s) of each proposed location with indication of the size and proposed boundary of the Locker Station for evaluation and verification.
b. The photographs should show the facilities and services within the void deck in the surrounding vicinity.

ii) The Operator shall enter into tenancy agreements with HDB in the draft form set out in Annex D1 for the installation and operation of the Locker Stations on the Sites. HDB reserves the right to amend the terms of the draft tenancy agreement at any time before the execution of the same.

iii) The Operator shall comply with the additional terms in Annex A when signing the tenancy agreement with HDB.

9 Alteration, Erasures or Illegibility

9.1 Except for amendments to the entries made by the Proposer himself which are initialled by the Proposer, Proposals bearing any other alterations or erasures and Proposals in which prices are not legibly stated may be rejected.

10 Applicable Law

10.1 All proposal submitted pursuant to this RFP and the formation of any resulting contract shall be governed and interpreted in accordance with the Laws of the Republic of Singapore.

11 Clarification of the Proposer's Proposal

11.1 In the event that IMDA requires clarification on any aspect of the Proposer's Proposal, the Proposer shall provide full and comprehensive responses within three (3) Business Days of IMDA' notification.

12 Confidentiality

12.1 Except with IMDA's prior written consent, no Proposer shall disclose to any person this RFP, or any of its provisions, or any plans, drawings, specifications, or information or instructions issued by IMDA.

12.2 IMDA may require an unsuccessful Proposer to return any plans, drawings, specifications, information or instructions issued by IMDA.

13 GST

13.1 The Proposer shall NOT include in his Proposal the GST chargeable on the Proposed Monthly Rent.

13.2 The Operator shall, in addition to the Proposed Monthly Rent, bear and pay GST chargeable on the Proposed Monthly Rent and any other charges required by HDB or the Town Council or PTO/s.

14 Language

14.1 The Proposal and all documentation to be supplied by the Proposer shall be written in the English language.

15 Notification

15.1 Notification will not necessarily be sent to unsuccessful Proposers by the IMDA.

16 Ownership Status of Proposer

16.1 The Proposer shall provide full information on:

(a) the name and address of any person, company or corporation which owns, whether directly or indirectly, at least 5% of the total number of shares in the Proposer; and
(b) the number, percentage and class of shares held by such person, company or corporation;

17 Ownership of RFP Documents

17.1 All documents submitted by the Proposer in response to this RFP shall become IMDA's property. However, intellectual property in the information contained in the RFP submitted by the Proposer shall remain vested in the Proposer. This provision is without prejudice to any other provisions to the contrary in any subsequent contract between the Proposer and IMDA.

18 RFP Clarification

18.1 Any Proposer who is in doubt as to the meaning or intention of the RFP shall write to IMDA (Attn: Officer-in-charge mentioned in the Covering Letter) clarifications not later than seven (7) working days before the Closing Date, failing which IMDA shall have the discretion to disregard all such requests. Such clarifications shall be dealt with as IMDA deems fit and where necessary, the response to the clarification shall be published in the same website where the RFP was published

19 Shortlisting of Proposers

19.1 IMDA reserves the right to shortlist Proposers in accordance with the criteria set out in the RFP and give shortlisted Proposers the opportunity to submit new or amended Proposal on the basis of IMDA revised requirements, in accordance with a common deadline.

19.2 Proposers will be shortlisted based on the ranking of the combined Price & Quality scores. IMDA will shortlist and inform the top three (3) ranked Proposers to present their Proposal to IMDA, HDB and LTA within 2 weeks after the Closing Date. However, IMDA reserves the right to select more than 3 Proposers if it deemed necessary.

20 Corrigenda to RFP

20.1 IMDA reserves the right to amend any term in, or to issue supplementary terms to the RFP at any time prior to the Closing Date of the RFP.

21 Disclaimer

21.1 This RFP may not contain all information which Proposers may require. Proposers should therefore make their own inquiries and seek such clarifications they think necessary. IMDA,

HDB and LTA will not be liable to any Proposer for any information in this RFP which is incomplete or inaccurate.