

CONDITIONS OF TENDER

1. Definitions

- 1.1 All words and expressions used in these Conditions of Tender and not expressly defined herein shall have the meaning ascribed to them in the Invitation to Tender to which these Conditions of Tender form a part (the “**Invitation to Tender**”) and the accompanying Conditions of Contract.

2. General requirements

- 2.1 All tenders shall be made strictly in accordance with the requirements of the Invitation to Tender and these Conditions of Tender. The NKF reserves the right to reject any tender bid that has not been completed in the required format.
- 2.2 All tender bids and supporting information, documents and materials shall be submitted in the English language.
- 2.3 No person below the age of twenty-one (21) years or anyone who is not sui juris shall tender for or become a Contractor.

3. Partial and conditional tender bids

- 3.1 The NKF reserves the right to reject tender bids submitted subject to conditions or qualifications and tender bids for part only of the goods and/or services required.

4. Delivery of tender bids

- 4.1 All tender bids must be delivered no later than the deadline stated in the Invitation to Tender to the address stated in the Invitation to Tender. Failure to follow these instructions will render the tender bid invalid.

5. Validity periods

- 5.1 Tender bids may be withdrawn by submitting a written withdrawal request to the same address to which the bid was submitted prior to the Closing Date.
- 5.2 The Tenderer shall keep its tender bid irrevocable and open from the Closing Date until the expiry of the Tender Period.
- 5.3 All tender bids shall be opened by NKF at or after the Closing Date and thereafter the NKF may accept any tender on or before the expiry of the Tender Period.
- 5.4 The NKF shall have the right at its absolute discretion and any time before issuing a Letter of Acceptance withdraw the Invitation to Tender without being liable to the Tenderer for interest, damages or costs for tendering any reason for the withdrawal.

6. Evaluation of tender bids

6.1 Where the Invitation to Tender specifies evaluation criteria, the tender bids shall be checked for completeness and formal compliance before being evaluated.

7. Acceptance of tender bid

7.1 Neither the Invitation to Tender nor the submission of a tender bid shall in any way bind the NKF to enter into a contract with the Tenderer or involve the NKF in any financial commitment whatsoever in this respect.

7.2 The NKF is not obliged to accept and reserves the right to reject the lowest or any tender bid, or part or all of any tender bid or assign any reason for rejecting any tender bid. The NKF reserves the right in the exercise of its absolute discretion to accept any part or all of any tender bid.

7.3 The Tenderer whose tender bid is accepted shall be informed of the acceptance of its tender bid by a letter from the NKF sent to him by hand or by AR Registered post or certified mail, return receipt requested, postage prepaid and properly addressed to the Tenderer at the address and contact particulars given in the Information about Tenderer and shall be deemed delivered if by hand when delivered to the recipient's address and if sent by AR Registered post, two (2) days after posting if posted to an address within Singapore and eight (8) days after posting.

7.4 Upon acceptance of a tender bid, the Tenderer shall become the Contractor and unless and until a formal agreement is prepared and executed by the Contractor and NKF, the Letter of Acceptance, Conditions of Tender, Conditions of Contract, Requirement Specifications, duly completed Price Schedule and any other documents referred to therein shall constitute a binding Contract between the Contractor and the NKF.

8. No return of tender bid

8.1 No part of any tender bid submitted shall be returned to the Tenderer.

9. Price quotations

9.1 All prices quoted by the Tenderer shall be in the lawful currency of the Republic of Singapore.

9.2 All prices quoted by the Tenderer shall represent the total cost to NKF and the Contractor shall not be entitled to any additional payment of any costs and expenses it may incur in the discharge of its obligations under this Contract.

9.3 For the avoidance of doubt, all prices quoted by the Tenderer shall be inclusive, where applicable, of all transport, lifting, packing, freight, handling, delivery, insurance, customs clearances, import and export duties, Goods and Services Tax (GST) and other taxes that may be levied by any government or other authority from time to time.

9.4 The Tenderer shall be deemed to have satisfied itself of the correctness and sufficiency of all amounts quoted and on all matters and all things necessary for the proper submission of the quotation and the performance of all works for the NKF in the event that the Tenderer's quote

is accepted by the NKF. In no event shall the NKF entertain any claim made or invoices issued in respect of costs above those submitted by the Tenderer in its quotation.

10. Modifications by NKF

10.1 The NKF reserves the right to vary, modify and amend any information, document or material issued by the NKF in connection with any tender upon written notice to the Tenderer.

11. Cost of tender bid

11.1 The NKF shall not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation, delivery or evaluation of the tender bid.

12. Confidentiality

12.1 The Tenderer shall keep confidential all information in connection with the Invitation to Tender and shall not disclose such information, including without limitation any specifications, plans, drawings, samples issued by the NKF and any prices quoted by the Tenderer in respect of the tender, except with the prior written consent of the NKF.

13. Tender documents

13.1 All documents and materials comprising the Invitation to Tender and all copies thereof are and shall remain the property of the NKF and must not be copied or reproduced in whole or in part and must be returned to the NKF upon demand.

14. NKF's warranties and disclaimers

14.1 In no event shall the NKF accept any liability or responsibility for the adequacy, accuracy or completeness of any information, documents or materials supplied to any Tenderer. The NKF makes no representation or warranty (whether express or implied) with respect to such information, documents and materials or with respect to any written or oral information made or to be made available to any Tenderer or its professional advisors. Each Tenderer is responsible for making its own independent investigations before submitting a tender bid.

Accepted By:

Authorised Signature: _____

Signatory's name: _____ Signatory's title: _____

Tenderer's name: _____ Tenderer's stamp : _____