

INVITATION TO QUOTE
ITQ REF NO: NKF/PL/2019/004
Date : 13 March 2019

PROVISION OF CONSULTANCY SERVICES FOR INTERIOR DESIGN, ARCHITECTURAL, MECHANICAL & ELECTRICAL, STRUCTURAL & QUANTITY SURVEYING SERVICES INCLUDING PROJECT MANAGEMENT FOR PROPOSED ADDITIONS & ALTERATIONS WORK TO KIDNEY DIALYSIS CENTRE AT LEVEL 3, TOA PAYOH WEST COMMUNITY CLUB, 200 LORONG 2 TOA PAYOH 319642.

1. Introduction

The National Kidney Foundation (“**NKF**”) wishes to invite vendor (the “**Vendor**”) to quote for the Provision of Interior Design, Architectural, Mechanical & Electrical, Structural and Quantity Surveying Services including Project Management for Proposed Additions & Alterations Work to Kidney Dialysis Centre at Level 3, Toa Payoh West Community Club at 200 Lorong 2 Toa Payoh 319642.

2. Requirement Specification

2.1 Please refer to **Annex A and B** for details.

2.2 For any enquiries pertaining to the requirement, please contact **Mr Andrew Cheah**, Manager, Facilities Management - Building at **HP 9889 1929**.

3. Submission of ITQ

3.1 Full set of quotation / proposal must be submitted with Vendor’s stamp on all pages stipulated in the ITQ. The quotation / proposal may be submitted by hand or post in a sealed envelope and endorsed with the words “**Provision of consultancy services for Interior Design, Architectural, Mechanical & Electrical, Structural and Quantity Surveying Services including Project Management for Proposed Additions & Alterations Work to Kidney Dialysis Centre Level 3, Toa Payoh West Community Club at 200 Lorong 2 Toa Payoh 319642**”. All submissions should be received no later than “**2 April 2019, Tuesday, 3 pm**” (the “**Closing Date**”) and delivered by:

By hand: ITQ Box A
Security Counter
National Kidney Foundation
81 Kim Keat Road
Singapore 328836
Attn: Ms. Pauline Leong

3.2 The submitted quotation shall be irrevocable and open for acceptance by NKF for **90 days** from the Closing Date.

3.3 The Vendor, at the point of submission of its bid, is required to provide the following information and/or documents to NKF:

3.3.1 Extract of company/business registration from the Accounting & Corporate Regulatory Authority (ACRA), showing a full list of directors/partners of the Vendor. The date of the business profile should be no more than thirty (30) days from the date of submission.

3.3.2 Information about Vendor in **Annex D**.

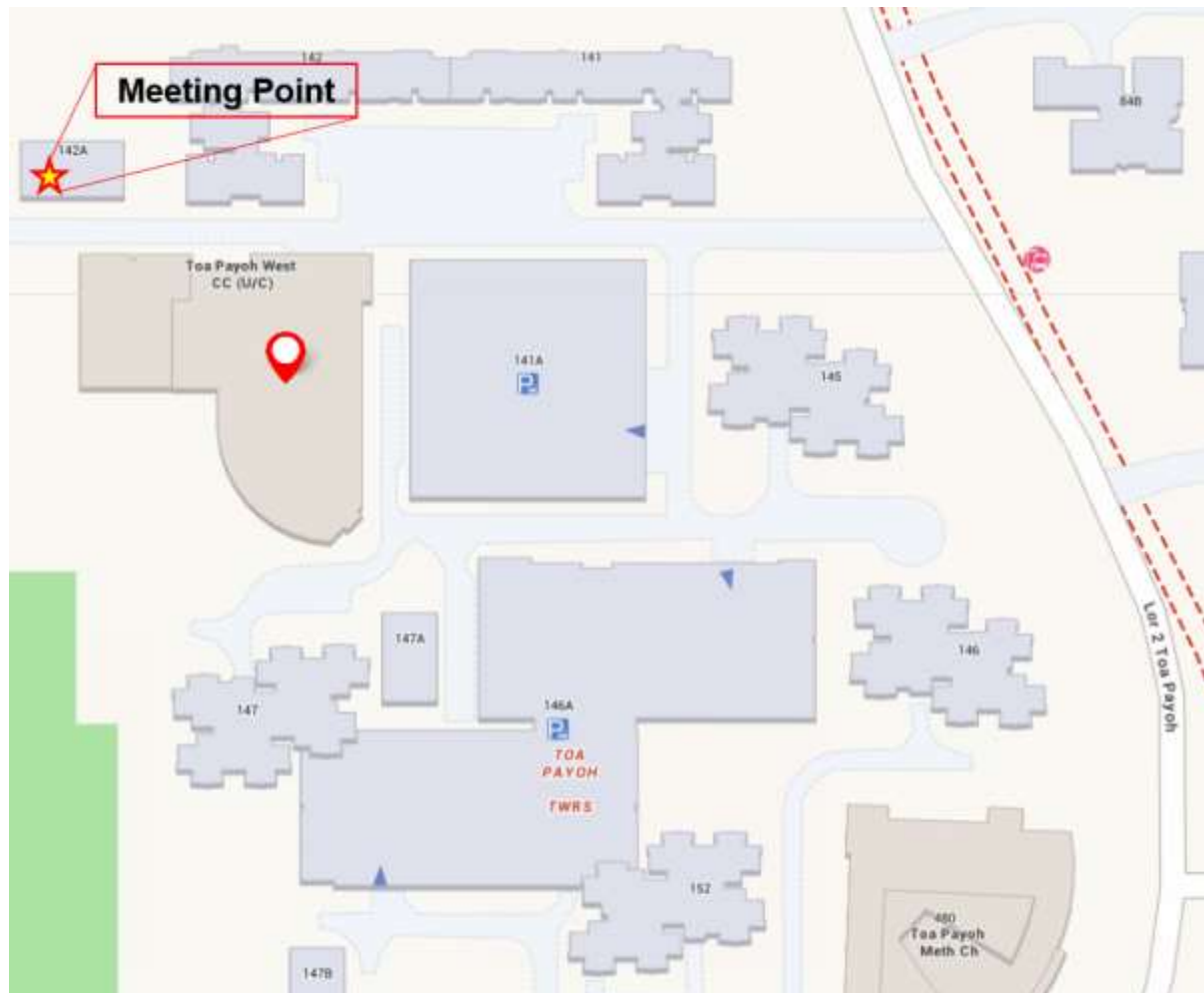
4. Briefing on Proposal Bids

4.1 There will be a compulsory briefing conducted at the specific time and location as follows:

Date: 19th March 2019, Tuesday

Time: 10.30am

Venue: 200 Lor 2 Toa Payoh, Singapore 319642



5. Terms and Conditions

5.1 The Terms and Conditions as set out in **Annex C1-C3** shall form part of the binding contract between the successful Vendor and NKF. The Vendor shall perform the Services according to the requirements specified in **Annex A and B**.

5.2 The successful Vendor may be required to enter into further documentation with NKF and shall do so, if so required by NKF.

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

6. Price Quotations

6.1 All prices quoted by the Vendor shall be in the lawful currency of the Republic of Singapore.

6.2 All prices quoted by the Vendor shall represent the total cost to NKF.

Requirement Specifications

- 1) Provision of Consultancy Services for Interior Design, Architectural, Mechanical & Electrical, Structural and Quantity Surveying Services including Project Management for Proposed Additions & Alterations Work to Kidney Dialysis Centre at Level 3, Toa Payoh Community Club at 200 Lorong 2 Toa Payoh 319642 with an estimated area of 430m².
- 2) The new structural design of the centre must be able to accommodate the supporting facilities below:

A	20 Dialysis Stations
B	Isolation room (if applicable)
C	Patient Waiting Area
D	Nursing Counter
E	Storage Area
F	Washing Area - Dirty
G	Wheelchair Bay – External near entrance area
H	Staff Pantry
I	Staff Changing Room
J	Doctor's Room
K	Water Treatment Room
M	BME Room
Q	General Waste Room
N	Biohazard Waste Room

The scope of work shall include

- Registered Surveyor for final as-built area
 - RI inspection of Architectural and Mechanical & Electrical works.
 - The appointed consultant team needs to be responsible for the main contractor & ensure the project completes within the stipulated timeline viz preparing or compiling the brief, site inspections, assessment of alternative designs (if any), dealing with claims and disputes, and post-project review or any other value-added services.
- 3) The vendor shall submit the concept proposal of the Dialysis Centre with **layout plan** that is able to accommodate at least **20 dialysis stations** and all other necessary supporting facilities A to N as stated in point 2.

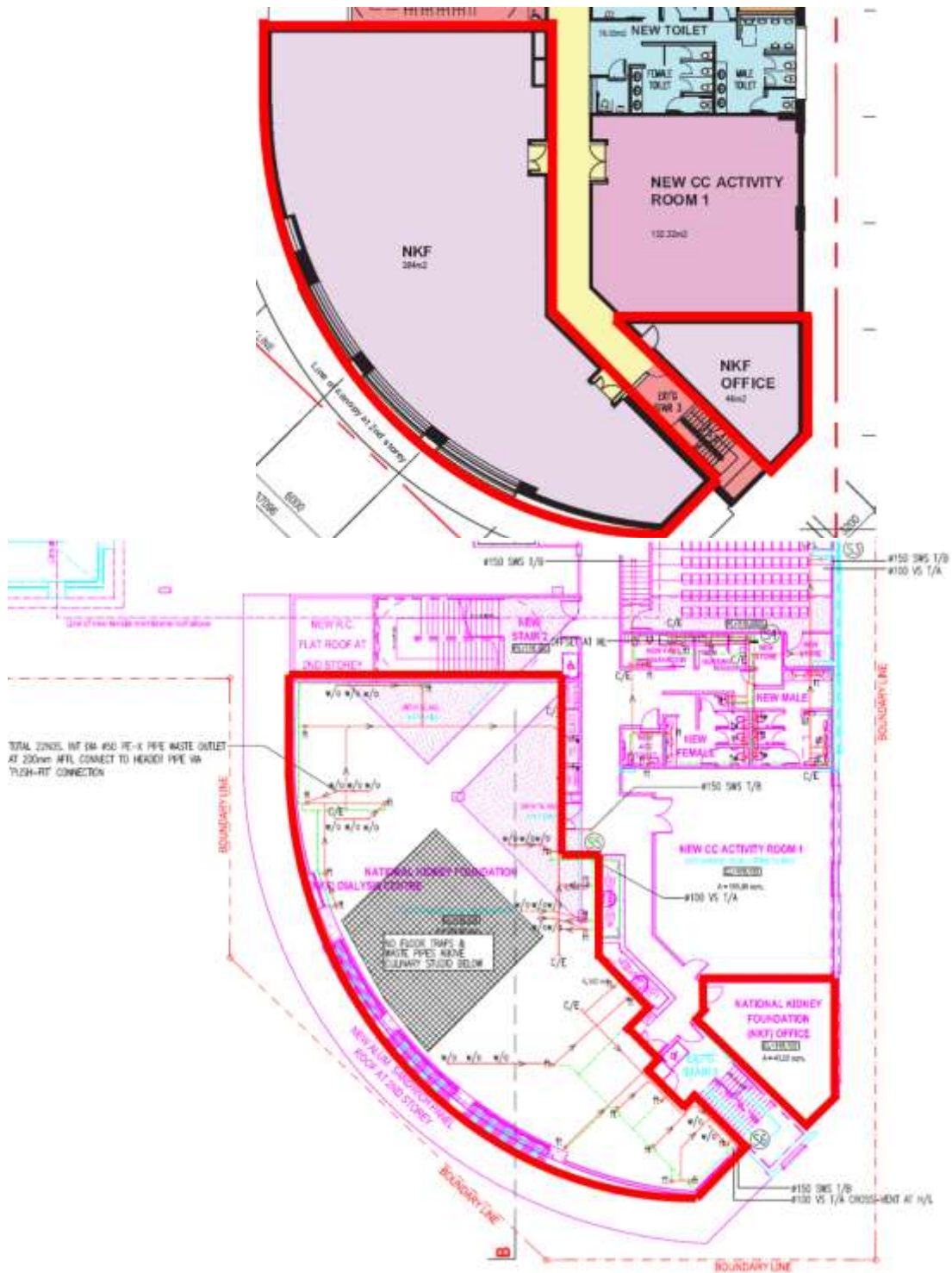
Accepted By:

Authorised Signature: _____

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

Vendor's name : _____ Vendor's stamp : _____

Site Layout



Terms and Conditions

1. Confidentiality

- 1.1 The Vendor agree to treat as confidential all information received from NKF where NKF has indicated in writing or labelled to be “Confidential”, “Proprietary Information” or with any other comparable legend to similar effect, at the time of disclosure (or if disclosed orally, confirmed in writing by NKF as such within fifteen (15) days after its disclosure), which it may acquire in relation to NKF, including but without any limitation whatsoever, all business information, strategic and development plans, any matter concerning NKF, its affairs, business, shareholders, directors, officers, business associates, clients, patients or any other person or entity having dealings with NKF; information relating to the financial condition of NKF, its accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever whether electronic or otherwise, and all records indicative of the financial health and status of NKF; technical information in any form whatsoever whether electronic or otherwise; information in any form whether electronic or otherwise, relating to methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, software, development codes and research projects; business plans, co-developer/collaborator identities, data, business records of every nature, customer lists and client or patient database, pricing data, project records, market reports, sources of supply, employee lists, business manuals, policies and procedures, information relating to technologies or theory and all other information which may be disclosed by NKF to the Vendor which the Vendor may be provided access by NKF whether stored electronically or otherwise; all information which is deemed by NKF to be confidential or which is generated as a result of or in connection with the business of NKF and which is not generally available to the public; and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part, together with any other property of NKF made or acquired by the Vendor or coming into their possession or control in any manner whatsoever (the “**Confidential Information**”), which shall be and remain the sole property of NKF and shall be returned to NKF forthwith on demand at any time.
- 1.2 The Vendor shall use all reasonable steps to ensure that any information marked as confidential or proprietary to NKF shall not be disclosed to third (3rd) parties.
- 1.3 The Vendor shall not, without the prior written consent of NKF, disclose any Confidential Information relating to this Contract or any of the contents hereof whether directly or indirectly to any third (3rd) party, which consent shall not be unreasonably withheld, except:-
- (a) for the purpose contemplated in this Contract;
 - (b) with the consent of the other Party and then only to the extent specified in such consent;
 - (c) in accordance with the order of a court of competent jurisdiction; or
 - (d) to the extent as may be required by law, regulation, effective government policy or by any regulatory authority arising out of this Contract or relating to or in connection with the Vendor provided that the Vendor so required must give NKF prompt written notice and make a reasonable effort to obtain a protective order.
- 1.4 The restrictions on disclosure of Confidential Information described in this Clause 1 do not extend to any information that (i) already exists in the public domain at the time of its disclosure; (ii) is already in the Vendor’s possession without restriction on disclosure, as evidenced by written records; (iii) is independently developed by the Vendor outside the scope of this Contract; or (iv) is rightfully obtained from third (3rd) parties.

- 1.5 The Vendor hereby agrees that it shall:
- (a) take all reasonably necessary steps to limit access to Confidential Information of the other Party to those principals, directors, officers, agents, employees, representatives, consultants, independent contractors and professional advisors who are directly concerned with the purposes contemplated by this Contract and are made aware of its confidential status, to the extent reasonably required for the performance of this Contract, and ensure that they do not disclose or make public or authorise any disclosure or publication of any Confidential Information in violation of this Contract; and
 - (b) not to use any Confidential Information for any purpose other than the purposes for which it is intended, pursuant to and in accordance with the terms of this Contract.
- 1.6 The Vendor must promptly inform NKF about any unauthorised disclosure of NKF's Confidential Information.

2. Payment

- 2.1 Unless otherwise specifically provided in this Contract or otherwise agreed between the parties, NKF's obligation to pay is conditional upon its receiving an invoice from the Vendor for the amount payable, giving NKF no less than thirty (30) days from receipt of such invoice to make payment.
- 2.2 If any invoice is not submitted to NKF within six (6) months upon completion of the Services, NKF shall be released and discharged from any liability to make any payment of the debt in relation to such invoice.
- 2.3 Payment by NKF of any invoices shall not affect NKF's right to reject any of the Services or Deliverables or the Vendor's responsibility to re-perform any Services or re-deliver any Deliverables that do not conform to this Contract. NKF shall have no obligation to pay for any such Services or Deliverables which have not been re-performed or re-delivered by the Vendor in accordance with Requirement Specification in Annex A. Such non-payment shall not constitute a default or breach of this Contract by NKF. In the event of any dispute between NKF and the Contractor with respect to the invoiced Services and/or other related matters, NKF shall pay the undisputed amount and NKF and the Contractor shall promptly seek to resolve the disputed matters with the Vendor.
- 2.4 The Vendor shall submit such invoices or other documents as NKF may require for the purpose of making payment.
- 2.5 NKF shall not pay for expenses or cost of whatever nature other than those expressly set forth in this Contract.
- 2.6 There will be no late payment service charge of any kind.

3. Termination

- 3.1 NKF shall be entitled to terminate this Contract, giving the other not less than two (2) months' notice in writing and thereupon this Contract shall come to end but without prejudice to any right of action of either party against the other in respect of any antecedent breach of the terms and conditions of this Contract by the other. For the avoidance of doubt, no reason needs to be given for the said notice.

4. Personal Data

- 4.1 Without prejudice to Clause 1 herein, the Vendor shall take all reasonable measures to ensure:
- (a) that any personal data (as defined in the Personal Data Protection Act 2012 (“Act”) as may be amended from time to time) belonging to NKF which is held by the Vendor pursuant to this Contract is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with the provisions of the Act and/or its regulations etc, and that only authorised personnel have access to that personal data;
 - (b) that, to the extent that the personal data is no longer required by the Vendor for legal or business purposes, that personal data is destroyed or re-delivered to NKF in accordance with this Contract;
 - (c) that NKF is immediately alerted in writing (with full particulars) of any unauthorised access, disclosure or other breach of this Clause 4 and the Vendor shall take, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of this Clause 4 (including providing NKF with such reports or information concerning such steps as and when requested by NKF); and
 - (d) it keeps itself appraised of any and all notices and circulars which NKF may from time to time notify to the Vendor, including without limitation any policies, guidelines, circulars or notices relating to personal data (“**Documentation**”), and to perform its duties or discharge its liabilities pursuant to this Contract in a manner which is consistent with Documentation, and will not cause NKF to be in breach of the same.
- 4.2 For the purposes of (c) above, the Vendor hereby expressly acknowledges and agrees that it has read the Documentation and is aware of and will compensate NKF for any and all potential loss and damage caused to NKF arising from or in connection with any breach of the above. The Vendor will indemnify and hold NKF harmless from claims or proceedings by third parties and any proceedings, investigations, orders, directions, judgments issued by a court, statutory body or regulatory authority, in connection with any breach of this obligation.
- 4.3 Notwithstanding and further to anything stated elsewhere in this Contract, NKF reserves the right and the Vendor agrees that NKF may conduct (or appoint a qualified, independent third party to conduct) an audit and/or assessment of the standard of compliance or non-compliance by the Vendor with the obligations under this Clause 4.
- 4.4 To the extent that the Vendor sub-contracts its obligations under this Contract to a sub-contractor, such sub-contracting shall be subject to NKF’s prior written approval and the Vendor agrees and acknowledges that it shall ensure that this Clause 4 is incorporated into the sub-contractor’s contract.
- 4.5 Subject to the foregoing, the Vendor’s confidentiality obligations under this Clause 4 shall survive the expiry or termination of this Contract

Accepted By:

Authorised Signature: _____

Signatory’s name: _____ Signatory’s title : _____

Vendor’s name : _____ Vendor’s stamp : _____

INFORMATION ABOUT VENDOR

ITQ REF NO. _____

ITQ FOR _____

1. Vendor's name: _____

2. Company/Business registration no.: _____

3. Registered address: _____

4. GST registration no. (if applicable): _____

5. Type of business (please select)

() Sole proprietorship () Private company (limited by shares)

() Partnership () Public company (limited by shares)

() Others (please specify): _____

6. Contact person

Name: _____

Title: _____

Tel No.: _____

Fax No.: _____

Email: _____

7. **I declare that I/the Vendor is not related¹ to any person in NKF who is involved in this ITQ howsoever and whatsoever.**

8. The above named Vendor certifies and declares that all information, documents and materials provided in connection with its quotation bid are true and accurate to the best of its knowledge.

Authorised Signature: _____

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

Vendor's name: _____ Vendor's stamp: _____

¹Related refers to the following: Spouse, domestic partner, child, mother, father, brother or sister or close associates; any corporation, business or non-profit organization of which you are serving as staff, officer, board member, partner, participate in management or are employed by; any trust or other estate in which you have a substantial interest or as to which you serve as a trustee or in a similar capacity.