

INVITATION TO QUOTE
ITQ REF NO: NKF/PL/2019/002
DATE: 19 FEBRUARY 2019

TITLE: FOR THE SUPPLY OF DYNAMICS 365 AND WINDOWS 10 ENTERPRISE LICENSES

1. Introduction

- 1.1 The National Kidney Foundation (“**NKF**”) wishes to invite vendor (the “**Vendor**”) for the supply of Dynamics 365 and Windows 10 Enterprise licenses as described in Annex A (the “**Goods**”), to NKF.

2. Requirement Specification

- 2.1 Please refer to **Annex A** for details.

3. Delivery Schedule

- 3.1 Delivery date: One month from the date of order

4. Submission of ITQ

- 4.1 The quotation submitted by the Vendor shall be as in “**Price Schedule**” - **Annex A**. Full set of quotation must be submitted with Vendor’s stamp on all pages stipulated in the ITQ. The quotation may be submitted by hand or post in a sealed envelope and endorsed with the words “**Invitation to Quote Ref No: NKF/PL/2019/002 – For the supply of Dynamics 365 and Windows 10 Enterprise Licenses**”. All submission should be no later than **25 February 2019, Monday, 3pm** (the “**Closing Date**”) and delivered by:

If sent by hand

To deposit to : ITQ Box A
Security Counter
National Kidney Foundation
81 Kim Keat Road
Singapore 328836
Attn: Ms Berlyn Liw

If sent by post : National Kidney Foundation
81 Kim Keat Road
Singapore 328836
Attn: Ms Berlyn Liw

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

- 4.3 If you have any inquiries relating to this invitation to quote, please contact Ms Pauline Leong (Tel no: 6506 2104) or email to pauline.leong@nkfs.org.

5. Terms and Conditions

- 5.1 The terms and conditions set out in **Annex B** shall form part of the binding contract between the successful Vendor and the NKF.

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

6. Price Quotations

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

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

7. Payment

- 7.1 Upon the receipt of the invoice from the Vendor, the Vendor shall give NKF no less than thirty (30) days to make payment. If any invoice is not submitted to NKF within six (6) months upon the completion of the delivery of Goods, NKF shall be released and discharged from any liability to make any payment of the debt in relation to such invoice.

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PRICE SCHEDULE

S/N	Title	Quantity	Unit Price (exclusive of GST)
1	Microsoft Windows 10 Enterprise with Software Assurance	600 units	
2	Microsoft Dynamics 365 for Customer Service (On-Premises) Device CAL with Software Assurance	250 units	

Note:

TechSoup Validation Token: adf98289@NtnlKdnyFndtn696
(For new vendors to request for Charity Pricing for NKF)

Authorized Signature: _____ Date: _____

Signatory Name: _____ Signatory Title: _____

Vendor's Name: _____ Vendor's Stamp: _____

Terms & Conditions

1. Offer to Purchase
 - This is an offer to purchase goods/services/works described herein based on the terms and conditions herein stated. This offer may be revoked at anytime before it is accepted. When accepted by the Seller, this Purchase Order shall be a binding Contract ("Contract").
2. Modification & Rescission
 - This Contract can be varied, modified or rescinded only by agreement in writing between the duly authorized agents of the Buyer and the Seller.
3. Packing and Delivery
 - All goods/works shall be suitably packed, marked and shipped/transported to the Buyer at 81, Kim Keat Road, Singapore 388336 (unless otherwise stated), and unless otherwise specified, no additional charges shall be made for such packing, marking and shipping/transportation to the Buyer. The Seller shall repair free of charge goods/works damaged in transit.
 - The Seller shall forward the original Bill of Lading and other shipping/transportation documents promptly to the Buyer. Shipments/Transportations shall be routed according to instructions issued by the Buyer. The Buyer may change delivery schedules from time to time. The Buyer shall have no liability to pay for goods/works delivered in excess of the quantities specified in the delivery schedules. The Seller shall be responsible for any loss or damage occurring during the transit, whenever he is obliged to deliver the goods/works. Prices quoted shall be CIF Singapore (unless otherwise stated). Lien of goods/works passes to the Buyer on delivery. Unless otherwise agreed the goods/services/works ordered must be delivered within the specified time of delivery and if the goods/services/works or any portion thereof are not delivered within the time or times specified in the Contract, the Buyer shall be entitled to determine the Contract forthwith.
4. Termination
 - On the determination of the Contract for any reason by the Buyer, the Buyer shall be entitled:
 - a) to return to the Seller at the Seller's risk and expense any of the goods/works already delivered and to recover from Seller any monies paid; and
 - b) to recover from the Seller any expenditure incurred by the Buyer in obtaining other goods/works in replacement of those in respect of which the Contract has been determined; and
 - c) to recover from the Seller all losses and damages suffered as a result of the breach of the Contract by the Seller

Provided that the Buyer in his absolute discretion may extend the time of delivery and provided further that the Seller pays a liquidated damage of 1% of the Contract Price of the goods/works not delivered for every day including Sundays and Public Holidays up to a maximum of 15% of the Total Value of the goods/works not delivered.
 - Delivery Order(s), if any, for goods/services/works shall also be subject to the terms and conditions herein.
5. Inspection, Testing and Rejection
 - The Buyer reserves the right to count and inspect all the goods/works and to have the quality of the materials used and the parts of the equipment inspected and checked by its authorized representatives. The Buyer may reject defective/non-conforming goods/works and shall have no obligation to pay for such goods/works, which will be held for Seller's instruction at Seller's cost and risk. In such an event, the Seller shall also be liable for all storage charges. If the goods/services/works involved manufacture, a sample shall be produced for approval prior to production of the whole order. Subsequent delivery will be subjected to the Buyer's inspection. Acknowledgement of delivery or payments for goods/services/works prior to inspection shall not be deemed to constitute an acceptance of the goods/services/works or waiver of the Buyer's right to reject them.
6. Prices
 - The prices specified herein are the FIXED prices. The Buyer reserves the right to make changes to the specification of the goods/works or services covered by this Purchase Order. Prices of such changes shall be equitably adjusted by the Buyer and the Seller.
7. Guarantee
 - The Seller guarantees and it is a condition of the Contract that all goods/services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions, furnished by the Buyer and that the goods/works are of good materials and workmanship and free from all defects and fit and sufficient for the use intended.
 - The Seller undertakes to remedy any defect arising from faulty design (if applicable), materials or workmanship. The guarantee period shall be for twelve (12) months from the Buyer's written advice of the commissioning of the goods/works (if applicable) or from the Buyer's usage of the goods/works, as the case may be. The Seller shall with all possible speed replace or repair the goods/works so as to remedy the defects without cost to the Buyer. The Buyer shall as soon as possible after discovering any such defect or failure, return the defective goods/works or parts thereof to the Seller at the Seller's risk and expense unless it has been agreed between the parties that the necessary replacement or repair shall be carried out by the Seller on the Buyer's premises.
8. Indemnity
 - The Seller shall indemnify the Buyer in respect of all damages and/or injuries to any person or any property and against all actions, suits, claims, demands, costs, charges or expenses arising in connection therewith that have been caused howsoever by the Seller, his servants or agents in the performance of the Contract or by the Seller's breach of the Contract.
9. Gifts, Inducements and Rewards
 - The Buyer shall be entitled to determine the Contract forthwith and to recover from the Seller the amount of any damages or losses suffered if it is established that the Seller have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forbore to do any action to the obtaining or execution of the Contract with the Buyer or for showing or forbearing to show favour to any person in relation to any other contract(s) with the Buyer, or if the like acts shall have been done by any person employed by the Seller or acting on its behalf (whether with or without the knowledge of the Seller) or if the Seller or any person employed by it or acting on its behalf shall have committed any offence under the Penal Code (Cap 224) or the Prevention of Corruption Act (Cap 241) or shall have given any fee or reward the receipt of which is an offence under the said Penal Code or the said Prevention of Corruption Act of the Republic of Singapore.
10. Cancellation
 - If:
 - the Seller breaches the delivery schedules or any other terms of the Purchase Order or is in breach of any other obligations to the Buyer;
 - any distress or execution shall be levied upon the Seller's property or assets;
 - the Seller being an individual (or, when the Seller is a firm, any partner in that firm) shall at any time have any bankruptcy proceedings commenced against him, or a bankruptcy order made against him, or shall have a receiving order made against him or shall make any composition or arrangement with, or for the benefit of his creditors, or shall made any conveyance or assignment for the benefit of his creditors or shall purport to do so;
 - the Seller being a corporation, is wound up (whether voluntarily or otherwise), or any resolution or petition to wind up such corporation's business (other than for the purpose of amalgamation or reconstruction) is passed or presented, or a judicial management order is made against the Seller or if a Receiver, or a manager on behalf of a creditor, is appointed or if circumstances shall arise which entitle the Court or creditor to appoint a Receiver or manager of such corporation's undertaking, property or assets or any part thereof, then the Buyer shall be at liberty in any one of the above circumstances (without prejudice to any other rights that it may have at law and in equity) to forthwith:
 - a) cancel all or any part of the undelivered portion of the Contract by notice in writing without compensation to the Seller;
 - b) give any such Receiver or Liquidator or other person the option of carrying out the Contract. Provided that the exercise of any of the rights granted to the Buyer in this clause shall not prejudice or affect any right of action of remedy that shall have accrued or shall accrue thereafter to the Buyer.
11. Patents
 - The Seller shall fully indemnify the Buyer against any action, claim, demand, cost, charge and expenses arising from or incurred by reason of any infringement or alleged infringement of any intellectual property rights including but not limited to letters patent, registered design, trade mark or trade name by the Buyer's use or sale of the goods/services/works provided by the Seller pursuant to the Contract and against all costs incurred thereto.
12. Drawings and Technical Documents
 - The Seller shall furnish free of charge to the Buyer drawings and technical information within the agreed specified period (if applicable) after the Seller's receipt and acceptance of Buyer's Purchase Order.
13. Assignment
 - The Seller shall not without the consent in writing of the Buyer assign or transfer the Contract or any part thereof to any other person.
 - The Seller shall not without the consent of the Buyer sub-contract the Contract or any part thereof.
14. Jurisdiction Clause
 - Unless otherwise agreed, this Contract shall be subject to and construed in accordance with the laws of Singapore

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.