

INVITATION TO QUOTE
ITQ REF NO: NKF/AL/2020/006
Date: 16 June 2020

TITLE : FOR THE SUPPLY AND DELIVERY OF NEEDLE FREE HAEMODIALYSIS CONNECTOR :

1. Introduction

- 1.1 The National Kidney Foundation (“**NKF**”) wishes to invite contractor (the “Contractor”) for the supply and delivery of needle free haemodialysis connector to NKF as described in **Annex A** (the “**Goods**”), to its Forty (40) dialysis centres in Singapore.

2. Product Specification

- 2.1 The Goods must be registered with Health Science Authority and shall conform to the detail specification in **Annex A**.

3. Quantity requirements and delivery schedule

- 3.1 NKF’s estimated consumption for the Goods over a period of twelve/twenty-four (12/24) months are detailed in **Annex C**.
- 3.2 The Goods shall be delivered monthly to such of NKF’s dialysis centres or medical store as NKF shall stipulate from time to time. Please refer to **Annex B1-B2** for the detail listing of NKF’s dialysis centres (as at date of this invitation to quote). For the avoidance of doubt, NKF reserves the right at any time to increase or decrease the number of and to vary and /or change the location of any or all of the listed dialysis centres.

4. Term of Contract

- 4.1 Contractual period: One (1) year from **October 2020 to September 2021**.
- 4.2 Contractual period: Two (2) years from **October 2020 to September 2022**.
- 4.3 This Contract shall commence on the date stated in the ITQ document and shall remain in force for a period of twelve/twenty-four (12/24) months with the NKF having an option to extend for further periods of twelve (12) months each on the same terms and conditions as stated in the Contract (as may be amended, varied, supplemented and/or replaced from time to time).
- 4.4 Unless otherwise stipulated by the NKF, all purchases for the Goods made during the extended period of this Contract shall be subject to the terms and conditions hereof (as may be amended, varied, supplemented and/or replaced from time to time), and the Goods purchased during such extended period shall be deemed to be Goods as defined in this Contract.

5. Orders for Goods

- 5.1 The Goods shall be provided by the Contractor to the NKF as and when ordered by the NKF. Where the Contractor receives any Order for the Goods, the Contractor shall proceed to supply the Goods in accordance with the delivery dates and other details of the Order.
- 5.2 The Contractor shall submit an invoice to the NKF for the Goods ordered upon satisfactory completion of the supply thereof to the NKF.

6. DELAY IN DELIVERY OR PERFORMANCE

6.1 If the Contractor fails to deliver any item of Goods by the date(s) specified in this Contract or otherwise in accordance with the requirements of this Contract, NKF shall, in addition to any other remedies which it may have under this Contract or otherwise, have the right to:

- (a) cancel all or any such items of Goods from this Contract without being liable therefore in damages, obtain them from other sources and deduct all increased costs thereby incurred from any moneys due or to become due to the Contractor or recover such increased costs from the Contractor as damages; or
- (b) deduct from any moneys due or to become due to the Contractor or require the Contractor to pay, as and for liquidated damages a sum to be calculated at the rate of **one-half percent (1/2%)** of the Contract Price in relation to such Goods that are delayed for each day (including Sundays and Public Holidays) which may elapse between the date of delivery of such Goods specified in this Contract and the actual date of delivery, provided that the maximum liquidated damages payable by the Contractor in respect of all incidents of delay or failure described in this Clause shall not exceed **fifteen percent (15%)** of the Contract Price. The Contractor agrees that the amount of payable under this Clause 6.1(b) is a genuine pre-estimate of the loss suffered or incurred by NKF and not a penalty.

6.2 Notwithstanding Clause 6.1 above, in the event the Contractor fails to comply with its obligations under Clause 9 and the failure remains unremedied for thirty (30) days after being called to its attention by written notice from NKF, even after the maximum amount of total liquidated damages has been paid by the Contractor to NKF, NKF shall have the right to terminate this Contract forthwith without compensation and without being liable therefore to the Contractor in damages and the Contractor shall indemnify NKF for any loss, expense or damage suffered or incurred by NKF in accordance with Clause 15.

7. Expiry Period for Goods

7.1 Goods having an expiry date of three hundred and sixty five (365) days or less from the date of delivery by the Contractor to NKF shall be deemed Goods that are not in accordance with the Contract, and the NKF shall be entitled to require the removal or replacement of such Goods.

8. Consumption of Goods

8.1 If, at the end of the Contract period, the consumed Goods shall be less than the estimated quantity as in the Price Schedule, the parties shall discuss in good faith as to how to resolve the shortfall as between the parties, taking into account all relevant facts and circumstances.

8.2 Clause 8.1 shall not apply if the shortfall is not more than five percent (5%) of the estimated quantity as in the Price Schedule

9. Non-Performance of Goods

9.1 The submitted samples after approval shall indicate the standards to be maintained for the duration of the Contract. Goods that were supplied and did not meet the standards shall deem as defect Goods. If the defect Goods exceeding 5% of the total quantity purchased monthly, the NKF and Contractor shall discuss in good faith as to how to resolve the defective products as between the parties, taking into account all relevant facts and circumstances.

- 9.2 The Contractor shall, when so required by NKF, remove and replace within seven (7) days and at its own expense, any of the Goods which are found on delivery to be damaged, defective or in any way inferior to approved samples or not in accordance with the Contract, failing which NKF shall have the right, in addition to any other remedies which it may have under this Contract or otherwise, to purchase replacements elsewhere or make good any damage in any manner it deems fit and all costs incurred thereby shall be deducted from any monies due or which may become due to the Contractor under this Contract or shall be recoverable as a debt. A certificate by an officer of NKF as to the amount of damages caused and losses suffered by NKF shall, save for manifest error, be final and conclusive, provided always that the amount of damage caused and losses suffered by NKF shall be supported by the relevant evidentiary documentation.
- 9.3 The Contractor shall revert the rectified or enhanced product to the NKF within three (3) months. (indicative period and shall be review accordingly) During the mentioned interim period of three (3) months, the Contractor shall when so required by NKF at its own expense liable for any increased cost for Goods purchase from alternative source.

10. Stockpile of Goods

- 10.1 The Contractor shall undertakes that during the term of this Contract to have at least two (2) months stock pile of the Goods to be made available to NKF. However during the last two (2) months of the Contract, the Contractor shall be entitled to utilise/supply Goods from the stock pile to NKF only and not to any other third party(ies). For the avoidance of doubt, NKF shall have no obligation/liability whatsoever to utilise and/or purchase the said two (2) months stock pile of the Goods in the event the said two (2) months stock pile is not utilised/supplied to NKF by the Contractor during the last two (2) months of the Contract.

11. Submission of ITQ

- 11.1 The quotation submitted by the Contractor shall be as in “**Price Schedule**”, **Annex C**. Full set of quotation must be submitted with Contractor’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/AL/2020/006 – For the supply and delivery of needlefree haemodialysis connector**”. All submission should be no later than **22 June 2020, Monday, 3pm** (the “**Closing Date**”) and attention to Ms Ann Lin, Purchasing Department. ITQ received after this deadline shall not be considered.

If sent by hand

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

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

- 11.2 The Contractor, at the point of submission of its bids, is required to provide the following information and/or documents to NKF:
- 11.2.1 Extract of company/business registration from the Accounting & Corporate Regulatory Authority (ACRA), showing a full list of directors/partners of the Contractor;
 - 11.2.2 The Contractor's latest annual report (if applicable) or published accounts and credit bureau report
 - 11.2.3 Names and contact details of at least two (2) reference customers
 - 11.2.4 Product licence with Health Science Authority
 - 11.2.5 Certificate of product quality
 - 11.2.6 Any other documents relevant to the ITQ
 - 11.2.7 Information about vendor
- 11.3 The submitted quotation shall be irrevocable and open for acceptance by NKF for **90 days** from the Closing Date.
- 11.4 The Contractor, at the point of submission of its ITQ bids, is required to supply at its own costs at least One (1) box sample stipulated in its ITQ bids. The NKF shall be at liberty to call for further submission of such samples as required until the samples submitted are in accordance with the requirements of the ITQ. Samples after approval shall indicate the standards to be maintained for the duration of the Contract.
- 11.5 The Contractor is required to indicate the minimum delivery lead time for the proposed product based on 1 month's quantity in the Price Schedule, **Annex C**.
- 11.6 If you have any inquiries relating to this invitation to quote, please contact Ms Ann Lin at telephone no 6506-2152 or email to ann.lin@nkfs.org

12. Purchase Terms and Conditions

- 12.1 The successful Contractor shall conform to the Purchase Terms and Conditions as set out in **Annex D**. A Purchase Order along with the Purchase Terms and Conditions will be sent to the successful Contractor.
- 12.2 The 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. The NKF reserves the right in the exercise of its absolute discretion to accept any part or all of any quotation.

13. Price Quotations

- 13.1 All prices quoted by the Contractor shall be in the lawful currency of the Republic of Singapore.
- 13.2 All prices quoted by the Contractor shall represent the total cost to NKF.

14. Payment

- 14.1 Upon the receipt of the invoice from the Contractor, the Contractor 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.

15 Indemnity

- 15 The Contractor shall indemnify, defend and hold harmless NKF, its servants, agents, employees, officers and departments from and against all or any liability, claims, expenses, including court costs and fees of solicitors (on a full indemnity basis) and other professionals in respect of any loss or damage (including special and consequential loss or damage) suffered by any person(s) whatsoever (including but not limited to any patient or visitor) to any property or personal injury to or death of any person arising out of or in connection with or contributed to by a breach of any term or warranty of this

Contract by the Contractor, its servants or agents or the negligence or wilful default of the Contractor, its servants or agents PROVIDED THAT the Contractor may not enter into any settlement, agreement, arrangement or compromise that would have a material adverse effect on NKF.

The Contractor shall indemnify, defend and hold harmless NKF, its servants, agents, employees, officers and departments against any claims by any workmen, employee or agent or subcontractor or any workmen, employee or agent of such subcontractor of the Contractor for any personal injury and/or death suffered in connection with the performance of this Contract including but not limited to payment under the Workmen's Compensation Act (Cap. 354) and for any costs, charges or expenses incurred in respect thereof.

Accepted By:

Authorised Signature: _____

Signatory's name: _____

Signatory's title : _____

Vendor's name: _____

Vendor's stamp: _____

PRODUCT SPECIFICATIONS

1. Description of Product:

Needle free haemodialysis connector

2. Details of Product:

- Needle free connector, sterile
- Straight fluid path
- No backflow of blood when use
- Connector can be changed weekly
- Smooth septum surface for easy disinfection
- Simple design with minimal mechanical, moving parts and internal parts
- Syringes can be connected to connector for normal saline flush with tight seal
- Silicone seal remains closed when not activated, closing the fluid path and eliminating blood exposure
- Zero dead space to prevent clotting in the connector
- Meet the recommended requirement of HD flow rate
- FDA cleared for haemodialysis applications

3. Packaging Requirement:

- Each box of the packaging must have clear label indicating the batch number or lot number, manufacturing date & expiry date.
- Product information (PI) insert is required.

4. Certification Requirement:

- a) Does HSA registration required? Yes / No
- b) Has the product been registered? Yes / No / Pending
- c) If yes, the registration no. is _____
- d) The HSA classification is Class A / B / C / D

Vendor shall provide the following documents to support the certification of the product:

- e) Product licence with Health Science Authority
- f) Manufacturing licence with Health Science Authority
- g) Quality Certificate of Product
- h) Product literature
- i) Any other relevant certification or clinical papers necessary for the product

LIST OF NKF DIALYSIS CENTRES

Hong Leong-NKF Dialysis Centre 102 Aljunied Cre, #01-265, S (380102) Tel: 6743 3572 / Fax: 6743 0817 ALJ	Tay Choon Hye-NKF Dialysis Centre 81 Kim Keat Rd, S (328836) Tel: 6506 2291/ Fax: 6254 9947 KKT
Western Digital-NKF Dialysis Centre 633 Ang Mo Kio Ave 6, #01-5155, S (560633) Tel: 6459 0113 / Fax: 6552 1697 AM2	Tampines Chinese Temple-NKF Dialysis Centre 180 Pasir Ris St 11, #01-06, S (510180) Tel: 6583 9500 / Fax: 6583 0779 PSR
Pei Hwa Foundation-NKF Dialysis Centre 565 Ang Mo Kio Ave 3, #01-3401, S (560565) Tel: 6552 6569 / Fax: 6552 6539 AM3	IFPAS-NKF Dialysis Centre 201 Serangoon Central, #01-30, S (550201) Tel: 6285 4113 / Fax: 6284 2553 SRG
Singapore Pools-NKF Dialysis Center 27 New Upper Changi Rd #01-694 S (462027) Tel: 6444 4278 / Fax: 6444 4978 BED	Kwan Im Tong Hood Cho Temple-NKF Dialysis Centre 101 Simei St 1, #01-892, S (520101) Tel: 6785 9882 / Fax: 6786 6268 SMI
NTUC Income-NKF Dialysis Center 103 Bt Batok Central #01-237 S (650103) Tel: 6569 2370 / Fax: 6569 7359 BBK	Sakyadhita-NKF Dialysis Centre 19 Upper Boon Keng Road, #01-1220, S(380019) Tel: 6743 1278 / Fax: 6743 1237 UBK
Woh Hup National Kidney Foundation Dialysis Centre Blk 1 Ghim Moh Road, #01-358, S (270001) Tel: 6467 9200 / Fax: 6467 9231 GMH	National Trades Union Congress (NTUC) Singapore Pools NKF Dialysis Centre 935 Tampines St 91, #01-333, S (520935) Tel: 6789 8534 / Fax: 6784 5244 TM1
New Creation Church-NKF Dialysis Centre 274 Bangkit Rd, #01-54, S (670274) Tel: 6764 6400 / Fax: 6764 2004 BPJ	Leong Hwa Chan Si Temple-NKF Dialysis Centre 113 Teck Whye Lane, #01-666, S (680113) Tel: 6769 0178 / Fax: 6769 9231 TWY
NKF Clementi Dialysis Centre 326 Clementi Ave 5, #01-175, S (120326) Tel: 6775 0668 / Fax: 6775 0891 CLE	SIA-NKF DIALYSIS CENTRE 225 Toa Payoh Lor 8 #01-54 S (310225) Tel: 62542 066 / Fax: 6251 9484 TPH
Sheng Hong Temple-NKF Dialysis Centre 744 Jurong West St 73, #01-19, S (640744) Tel: 6794 1061 / Fax: 6794 1071 JW1	Thong Teck Sian Tong Lian Sin Sia-NKF Dialysis Centre 825 Woodlands St 81, #01-30, S (730825) Tel: 6365 1810 / Fax: 6365 4179 WD1
Singapore Buddhist Welfare Services-National Kidney Foundation Dialysis Center 114 Hougang Ave 1, #01-1298, S (530114) Tel: 6382 6332 / Fax: 6383 0203 HG1	SCAL -NKF Dialysis Centre (Woodlands Branch) 365 Woodlands Ave 5, #01-490, S (730365) Tel: 6362 4905 / 6362 3956 / Fax: 6362 5849 WD2
NKF Hougang-Punggol Dialysis Centre 628, Hougang Ave 8, #01-108, S(530628) Tel: 6284 1877 / Fax: 6284 0867 HG2	Toa Payoh Seu Teck Sean Tong National Kidney Foundation Dialysis Centre 203 Yishun St 21, #01-239 S (760203) Tel: 6759 4002 / Fax: 6759 4003 YS1

Annex B2

<p>Wong Sui Ha Edha NKF Dialysis Centre 271, Tampines St 21, #01-99 S (520271) Tel: 6789 9878 / 6789 6965 / Fax: 6789 7336 TM2</p>	<p>Le Champ - NKF Dialysis Centre (Yi 639 Yishun Street 61, #01-168, S(760639) Tel: 6257 1860 / Fax: 6257 1650 YS2</p>
<p>NKF Dialysis Centre supported by The Sirivadhanabhakdi Foundation Blk 940 Jurong West Street 91, #01-441, S(640940) Tel: 6316 6246 / Fax: 6316 6194 JW2</p>	<p>Kwan Im Thong Hood Cho Temple-NKF Dialysis Centre (Kolam Ayer Branch) Blk 43 Bendemeer Road #01-1018, S(330043) Tel: 6291 3946 / Fax: 6291 3969 KLA</p>
<p>The Singapore Buddhist Lodge-NKF Dialysis Centre Blk 128 Bukit Merah View #01-22, S(150128) Tel: 6878 0552 / Fax: 6878 0021 BM2</p>	<p>Le Champ - NKF Dialysis Centre (Bukit Panjang Branch) Blk 275 Bangkit Road #01-96, S(670275) Tel: 6891 2782 / Fax: 6891 2592 BP2</p>
<p>SCAL - NKF Dialysis Centre (Yishun Branch) Blk 840 Yishun St 81 #01-382, S(760840) Tel: 6481 3006 / Fax: 64813076 YS3</p>	<p>The Hour Glass NKF Dialysis Centre (Admiralty Branch) Blk 761 Woodlands Ave 6 #01-108, S(730761) Tel: 6362 2153 / Fax: 6362 2360 ADT</p>
<p>Queenstown Dialysis Centre Blk 55 Strathmore Avenue #01-145 S(140055) Tel: 6778 0330 / Fax: 6777 6155 QT1</p>	<p>The Hour Glass NKF Dialysis Centre (West Coast Branch) Blk 701 West Coast Road #01-323, S(120701) Tel: 6560 1184 / Fax: 6560 1076 WCR</p>
<p>NKF Integrated Renal Centre supported by The Sirivadhanabhakdi Foundation 500 Corporation Road, Level 1 S(649808) Tel: 6359 3610 / Fax : 6251 4174 CP1</p>	<p>Jo & Gerry Essery NKF Dialysis Centre Blk 204 Marsiling Drive #01-188 S(730204) Tel: 6368 0291 / Fax: 6368 0266 MSD</p>
<p>NKF Integrated Renal Centre supported by The Sirivadhanabhakdi Foundation 500 Corporation Road, Level 2 S(649808) Tel: 6359 3620 / Fax : 6251 4174 CP2</p>	<p>Foo Hai – NKF Dialysis Centre Blk 311 Ubi Ave 1 #01-383 S(400311) Tel: 6747 8864 / Fax: 6747 8823 URD</p>
<p>Jurong East Dialysis Centre supported by Yuhua Grassroots Organisations Block 240C Jurong East Ave 1 #01-01 S(603240) Tel: 6970 1847/ Fax : 6970 1849 JE1</p>	<p>Ngiam Kia Hum & Family -NKF Dialysis Centre Blk 681 Punggol Drive #02-02 S(820681) Tel: 6506 2291 / Fax : 6243 7022 PNG</p>
New Dialysis Centres	
<p>Toa Payoh West Dialysis Centre 200 Lorong 2 Toa Payoh, Toa Payoh West Community Club, Level 3, Singapore 319642 (Estimated date of operation in 2020)</p>	<p>YCH Dialysis Centre Yishun Community Hospital 2 Yishun Central 2 (Estimated date of operation in 2020)</p>

Accepted By:

Authorised Signature: _____

Signatory's name: _____

Signatory's title : _____

Vendor's name: _____

Vendor's stamp: _____

TITLE : FOR THE SUPPLY AND DELIVERY OF NEEDLE FREE HAEMODIALYSIS CONNECTOR

ITQ REF NO: NKF/AL/2020/006

PRICE SCHEDULE

No.	Item Description	Estimated Quantity for 1 year	Unit Price (exclusive of GST)
1.	Needlefree Haemodialysis connector	55,400 pcs	

No.	Item Description	Estimated Quantity for 2 years	Unit Price (exclusive of GST)
2.	Needlefree Haemodialysis connector	113,500 pcs	

The **minimum lead time** for the proposed product based on 1 month quantity is _____.

Accepted By:

Authorised Signature : _____

Signatory's name: _____ Signatory's 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 328836 (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 ½% 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 forborne 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.