INVITATION TO QUOTE
Date: 23 October 2026

Invitation to Quote (ITQ) for Supply and Delivery of Automated External Defibrillator

1. Introduction

1.1. The National Kidney Foundation ("NKF") wishes to invite vendor (the "Vendor") to quote for the supply and delivery of Automated External Defibrillator to NKF Dialysis Centres ("DC"), NKF Centre (HQ), NKF Integrated Centre (IRC), for a period of eighteen (18) months.

1.2. This **INVITATION TO QUOTE** incorporates the following documents:

- Annex A: Requirement Specifications
- Annex B: List of Selected Dialysis Centres
- Annex C: Price Schedule
- Annex D: Information About Vendor
- Annex E: ITQ Terms and Conditions
- Annex F: Agreement to Terms and Conditions
- Annex G: Environmental, Social and Governance (ESG)
- Annex H: NKF Code of Conduct

2. Term of Contract

2.1 Contractual Period: Eighteen months from 1 January 2027 to 30 June 2028

3. Requirement Specification

3.1 Please refer to **Annexes A to C** for details.

4. *Compulsory Briefing Session on Proposal Bids*

4.1 There will be a **compulsory** briefing conducted at the specific time and location below:

Date:	**28 October 2026 (Wednesday)**
Time:	2.30pm *(Gather at Venue 1)*
Venue 1:	**NKF Centre (HQ)** 81 Kim Keat Road, Singapore 328836

5. Submission of ITQ

5.1 If you wish to submit the ITQ for the above requirement, you must complete and submit the documents mentioned in paragraph 1.2 above. All supporting documents and materials (if any) referred to in the above documents (e.g. brochures, catalogues, handbooks, artwork and samples).

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5.2 NKF requires:

- **two (2)** copies of the documents, referred to in paragraph 1.2 that is, one original copy and one duplicate copy.
- **One (1) thumbdrive** containing the same documents.

5.3 Full set of quotations / proposal must be submitted with Vendor's stamp on all pages stipulated in the ITQ. These are to be delivered in a sealed envelope which is not to bear any mark of identification of the Vendor (defined in the Conditions of Contract). The envelope is to be endorsed with the words **"Invitation to Quote Ref No: NKF/JN/2026/017 Invitation to Quote (ITQ) for** supply and delivery of Automated External Defibrillator to NKF Dialysis Centres ("DC"), NKF Centre (HQ), NKF Integrated Centre (IRC) for a period of eighteen (18) months**"** and hand delivered:

To deposit to : ITQ Box B (near Security Counter)

National Kidney Foundation
81 Kim Keat Road
Singapore 328836
Attn: Ms Jeslyn Ng

5.4 All ITQ must be received at the location specified above, no later than **11 November 2026, Wednesday**, **1500 hours (the "Closing Date")**. ITQ received after this deadline shall not be considered.

5.5 Your ITQ bid shall be irrevocable and open for acceptance by NKF for **180 days** from the Closing Date.

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

5.6.1 All documents stated in paragraph 1.2.
5.6.2 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 3 months from the point of submission.
5.6.3 Latest audited financial reports or published accounts.
5.6.4 Any other documents relevant to the ITQ.

6. Terms and Conditions

6.1 The Terms and Conditions as set out in the Conditions of Contract shall form part of the binding contract between the successful Vendor and NKF. The Vendor shall supply the goods/equipment and perform the Services in accordance with the requirements specified in Annexes A to H.

6.2 The successful Vendor may be required to submit further documentation with NKF and shall do so, if ever required by NKF.

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6.3 NKF is not obliged to accept and reserves the right to reject the lowest or any quotation, part or all of any quotation or assign any reason for rejecting any quotation.

6.4 Where any of the Terms and Conditions of the Scope of Services conflicts or at variance with Conditions of Contract, the Terms and Conditions of the Scope of Services shall prevail. Please refer to applicable annexures listed in Para 1.2.

6.5 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 or to make no award.

7. Price Quotations

7.1 The Vendor should provide the price(s) quoted as per the format in Price Schedule (Annex C).

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

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

8. Clarifications or Enquiries

8.1 For clarification or enquiries, please contact: Ms Jeslyn Ng at Jeslyn.ng@nkfs.org or Mr Raymond Thong at Raymond.Thong@nkfs.org.

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REQUIREMENT SPECIFICATIONS

Annex A

PRODUCT SPECIFICATIONS OF AUTOMATED EXTERNAL DEFIBRILLATOR (AED)

Description of function				
Automated External Defibrillator (AED) are critical life saving devices, required to revive the heart functions by delivering precisely calibrated dose of electrical shocks.				
S.N.	**General Specification**			
	Parameter	**Specification**	**Comply (Yes/No/Specify)**	**Please provide reason if not comply**
1	Power supply	AC 220V-240V, 50Hz or Battery operated		
2	Certification	1. CE or FDA certification 2. HSA certification along with class and registration number		
3	Safety	Class I or II, Type CF		
	Operating Specification			
4	Mode of operation	Automatic External Defibrillation (AED)		
5	Monitoring	ECG (Optional)		
6	Data collection	Export to USB Flash drive or In-built printer or Software based (event summary, Configuration, self-test and battery status)		
7	Shock delivery technique	Biphasic		
8	Highest energy discharge	200 Jls or above energy discharges		
9	Operating mode	Compatible with adults and pediatrics with patient contact indicator		

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	Technical Specification			
	Parameter	**Specification**	**Comply (Yes/No/Specify)**	**Please provide reason if not comply**
10	Energy discharge program	Able to set min three energy level program for discharge		
11	Energy Charging Time	Less than 10 seconds to reach maximum energy		
12	Display	High-resolution LCD display		
13	Rescue prompt	Clear audible and visual prompt		
14	Real-time CPR	CPR real-time feedback system to improve quality of CPR (chest compression and depth is measured in real-time)		
15	Self-test	Capable of self-test to check complete performance of the unit on routine basis (programmable)		
16	Manuals	User, Service, Spares parts and Accessories		

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	Additional Information			
	Parameter	**Specification**	**Comply (Yes/No/Specify)**	**Please provide reason if not comply**
17	Warranty	Minimum 8 years, inclusive of yearly preventive maintenance (Please specify) 1. To provide standby unit, if unable to rectify in 24 hrs. during breakdown		
18	User training	Two sessions / year / unit		
19	Battery	Battery Scheduled replacement (Please Specify)		
20	Availability of Spare parts	To support for 8 years from date of Installation.		
21	Sustainability Initiative	Please specify sustainability initiatives associated with the AED, such as energy efficiency, long-life batteries, battery recycling, recyclable packaging, remote monitoring, product life extension through software upgrades, end-of-life recycling programs, and sustainable manufacturing practices (e.g., waste reduction, responsible sourcing, carbon footprint reduction, or water conservation initiatives).		

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Annex B

List of Dialysis Centres (By Zones)

S/N	Dialysis Centre	Address
	WEST	
1	113A Bukit Batok	BLK 113A Bukit Batok West Ave 6, #01-01 S (651113)
2	326 Clementi (Nocturnal)	BLK 326 Clementi Ave 5 #01-175 S(120326)
3	701 West Coast	BLK 701 West Coast Rd #01-323 S (120701)
4	113 Teck Whye	BLK 113 Teck Whye Lane #01-666 S (680113)
5	744 Jurong West	BLK 744 Jurong West St 73 #01-19 S (640744)
6	940 Jurong West	BLK 940 Jurong West Street 91. #01-441 S (640940)
7	240C Jurong East	BLK 240C Jurong East Ave 1 #01-01 S (603240)
8	1 Ghim Moh	BLK 1 Ghim Moh Road #01-358 S (270001)
9	55 Strathmore	BLK 55 Strathmore Ave #01-145 S (140055)
10	128 Bukit Merah	BLK 128 Bukit Merah View #01-22 S (150128)
11	274 Bangkit	BLK 274 Bangkit Rd #01-54 S (670274)
12	275 Bangkit	BLK 275 Bangkit Rd. #01-96 S (670275)
13	IRC Level 1, 2 & 3 **(Building)**	500 Corporation Road Level 1 S (649808)
	CENTRAL	
1	225 Toa Payoh	BLK 225 Toa Payoh Lorong 8. #01-54 S (310225)
2	19 Upper Boon Keng	BLK 19 Upper Boon Keng Rd #01-1220 S (380019)
3	43 Bendemeer	BLK 43 Bendemeer Rd. #01-1018 S (330043)
4	311 Ubi	BLK 311 Ubi Ave 1. #01-383 S (400311)
5	102 Aljunied	BLK 102 Aljunied Crescent. #01-265 S (380102)
6	213 Bidadari	BLK 213 Bidadari Park Dr #03-14 S (360213)
7	NKF Centre **(Building)**	Tay Choon Hye-NKF Dialysis Centre 81 Kim Keat Road S (328836)
8	Toa Payoh West CC **(Building)**	BLK 200 Toa Payoh Lorong 2 #03-01 S9319642)
9	Joo Seng Store **(Building)**	136 Joo Seng Road #03-01 S (368360)

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S/N	Dialysis Centre	Address
NORTH-EAST		
1	633 Ang Mo Kio	BLK 633 Ang Mo Kio Ave 6. #01-5155 S (560633)
2	565 Ang Mo Kio	BLK 565 Ang Mo Kio Ave 3. #01-3401 S (560565)
3	628 Hougang (Nocturnal)	BLK 628, Hougang Ave 8, #01-108 S (530628)
4	114 Hougang	BLK 114 Hougang Ave 1. #01-1298 S (530114)
5	465 Fernvale	BLK 465 Fernvale Rd, #01-07 Fernvale Vines S (790465)
6	Punggol Oasis **(Building)**	BLK 681 Punggol Drive #02-02 S (820681)
7	One Punggol **(Building)**	One Punggol, 1 Punggol Dr #04-08 S (828629)
8	Sengkang Hospital **(Building)**	SKCH 1 Anchorvale St, #01-26 S (544835)
9	Serangoon Polyclinic **(Building)**	587 Upper Serangoon Road Level 3 S (534564)
NORTH		
1	365 Woodlands (Nocturnal)	BLK 365 Woodlands Ave 5. #01-490 S (730365)
2	825 Woodlands	BLK 825 Woodlands St 81. #01-30 S (730825)
3	761 Woodlands	BLK 761 Woodlands Ave 6. #01-108 S (730761)
4	204 Marsiling	BLK 204 Marsiling Drive. #01-188 S (730204)
5	203 Yishun	BLK 203 Yishun St 21. #01-239 S (760203)
6	639 Yishun	BLK 639, Yishun St 61. #01-168 S (760639)
7	840 Yishun	BLK 840 Yishun St 81. #01-382 S (760840)
8	Yishun Comm Hosp **(Building)**	YCH 2 Yishun Central 2 #03-01 S (768024)
EAST		
1	27 New Upper Changi	BLK 27 New Upper Changi Rd. #01-694 S (462027)
2	105 Bedok	BLK 105 Bedok North Ave 4. #01-2168 S (460105)
3	180 Pasir Ris	BLK 180 Pasir Ris St 11. #01-06 S (510180)
4	427 Pasir Ris	BLK 427 Pasir Ris Drive 6. #01-35/43 S (510427)
5	101 Simei	BLK 101 Simei St 1. #01-892 S (520101)
6	935 Tampines	BLK 935 Tampines St 91. #01-333 S (520935)
7	271 Tampines	BLK 271 Tampines St 21. #01-99 S (520271)

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PRICE SCHEDULE

Annex C

Invitation to Quote (ITQ) for Supply and Delivery of Automated External Defibrillator

S/No.	Description	Estimated Quantity Required	Brand/ Model	*Manufacturer / Country of Manufacture*	Year of Manufacture
1	Supply, Installation & commissioning of **Automated External Defibrillator (AED)**. Please refer to "Requirement Specification ", **Annex B1** for details of Automated External Defibrillator (AED) specifications, **Annex B2** for the Required quantity and location list	1 to 10 Units			
2		11 to 22 Units			

S/No.	Description	Estimated Quantity Required	Unit Price with 8 years warranty including yearly preventive maintenance (exclusive of GST)	Leadtime upon issue of purchase order (working days)	HSA Registration Class A/B/C/D and Number (if any)
1	Supply, Installation & commissioning of **Automated External Defibrillator (AED)**. Please refer to "Requirement Specification ", **Annex B1** for details of Automated External Defibrillator (AED) specifications, **Annex B2** for the Required quantity and location list	1 to 10 Units			
2		11 to 22 Units			

Accepted By:

Signatory Name: _____ Date: _____

Signatory Title: _____

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S/No.	Description	Estimated Quantity Required	Brand/ Model	Manufacturer / Country of Manufacture	Software Unit Price with Lifetime of the AED – 8 years (exclusive of GST)
1	Software to monitor AED status, self-test, event summary, battery management, trend analysis, etc. **Annex B2** for the Required Quantity and location list	1 to 10 Units			
2		11 to 22 Units			

S/No.	Description	Estimated Quantity Required	Leadtime upon issue of purchase order (working days)	HSA Registration Class A/B/C/D and Number (if any)
1	Software to monitor AED status, self-test, event summary, battery management, trend analysis, etc. **Annex B2** for the Required Quantity and location list	1 to 10 Units		
2		11 to 22 Units		

Accepted By:

Signatory Name: _____ Date: _____

Signatory Title: _____

Company Stamp & Signature:

Maintenance Services Information Input

S/No.	Requirement	Vendor Input	Vendor Remark (if any)
1	Frequency of Preventive Maintenance **(Yearly once mandatory)**	Yes/ No	
2	Maximum length of downtime before replacement Article is supplied/part is available.		

Accepted By:

Signatory Name: _____ Date: _____

Signatory Title: _____

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Price list for Common Accessories, Spare Parts and Components – Automated External Defibrillator (AED)

S/No	Item Description	Part Number	Country of Origin	Unit Price (exclusive of GST)	Delivery Leadtime upon purchase order (working days)	HSA Registration Class A/B/C/D And Number (If any)
1.	Battery					

Accepted By:

Signatory Name: _____ Date: _____

Signatory Title: _____

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Price of Consumables for Automated External Defibrillator (AED)

S/No	Item Description	Part Number	Unit Price	UOM (Unit of Measure)	Packaging	HSA Registration Class A/B/C/D And Number (If any)
1	Patients Pads					
2						
3						
4						
5						

*** Upon request, vendor shall submit samples for each item of the items in the full range of products set out in the requirement in respect of which vendor is quoting.**

*** Samples are FOC and non-returnable.**

Accepted By:

Signatory Name: _____ Date: _____

Signatory Title: _____

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Annex D

INFORMATION ABOUT VENDOR

Invitation to Quote (ITQ) for Supply and Delivery of Automated External Defibrillator

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 related[1] 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.

[1]Related 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.

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Annex E

Invitation-to-Quote Terms and Conditions ("ITQ Terms")

Definitions

1.1 For the purposes of this Contract (defined below), the following words and phrases shall have the following meanings unless the context otherwise requires:

(a) "**NKF**" means The National Kidney Foundation and includes any officer or other person authorized by NKF to act on its behalf.

(b) "**Contractor**" means a party who or which has offered to supply Goods / Services in accordance with the terms of this Contract and/or the party who has been awarded this Contract by NKF to supply the Goods / Services.

(c) "**Contract**" means this contract between NKF and the Contractor for the supply of the Goods / Services in accordance with the ITQ Cover Letter, Price Schedule, Product Specifications, ITQ Terms, Letter of Acceptance (if applicable) and Order (if applicable) as well as all documents referred to therein together with the Contractor's formal acceptance thereof, or where a separate formal agreement is entered into, such agreement between NKF and the Contractor, with any authorized variations if executed between NKF and the Contractor.

(d) "**Contract Price**" means the total price payable to the Contractor under this Contract for the supply of Goods / Services.

(e) "**Goods / Services**" means all Goods / Services, including parts and units thereof, in such quantities and with such specifications as may be stipulated under this Contract, which the Contractor is required to supply under the Contract.

(f) "**Infectious Disease**" means any disease specified in the Infectious Diseases Act (Cap. 137) and includes any other disease that is caused or suspected to be caused by a micro-organism or any agent of disease; and/or that is capable or is suspected to be capable of transmission by any means to human beings.

(g) "**ITQ Cover Letter**" means the cover letter issued by NKF in respect of an invitation-to-quote.

(h) "**Letter of Acceptance**" means the letter in a form prescribed by NKF executed by the Contractor upon being offered the Contract.

(i) "**Order**" has the meaning as set out under Clause 3.1 below.

(j) "**Price Schedule**" means the form setting out the agreed price(s) of the Goods / Services.

(k) "**Product Specifications**" means the specifications issued by NKF for the purpose of inviting the Contractor to submit its tender for the Goods / Services, with any authorized variations, if executed between NKF and the Contractor.

1.2 In this Contract:

(a) References to words incorporating the masculine gender only shall where the context so admits include the feminine and/or neuter genders and vice versa and references in this Contract to words incorporating the singular meaning shall include the plural meaning and vice versa and words denoting natural persons shall include bodies corporate, incorporate, associated partnerships, firms, trusts, associations, joint ventures, governments, governmental agencies or departments or any other entity, and all such words shall be construed interchangeably in that manner.

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(b) The clauses, paragraph or clause headings and marginal notes in this Contract have been inserted for ease of reference and convenience only and shall not affect the construction or interpretation of this Contract.

(c) References to clauses and schedules shall be references to Clauses of and the Schedule(s) to this Contract. The Schedule(s) are to have effect and be construed as an integral part of, and shall be deemed to be incorporated into this Contract.

(d) References to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and all statutory instruments or orders made pursuant to it.

(e) In the event of a conflict between any of the terms of this Contract, including its Schedule(s), the conflict will be resolved in the following order or priority:

(1) the ITQ Cover Letter;
(2) the Product Specifications;
(3) the Price Schedule;
(4) the ITQ Terms;
(5) the Letter of Acceptance;
(6) and Order;

2. Introduction

2.1 This is an invitation to quote for the provision of Goods / Services to NKF. The invitation to quote, the Contractor's quote (if any), the acceptance by NKF of a Contractor's quote (if any) and subsequent provision of Goods / Services by the Contractor (if any) is subject to and upon the terms and conditions of the Contract.

2.2 The invitation to quote may be revoked by NKF at any time prior to NKF's written acceptance of a quote received from a Contractor.

2.3 A Contractor's quote is conditional upon such Contractor complying with the terms and conditions of the Contract and in submitting a quote to NKF, such Contractor signifies their agreement to be bound by the terms and conditions of the Contract.

2.4 Provided that the invitation to quote has not been revoked by NKF, a quote submitted by a Contractor may not be modified or revoked unless requested by NKF.

2.5 If and when accepted by NKF, the Contract between NKF and the Contractor may only be varied and/or modified or only by the written agreement of both NKF and the Contractor.

3. Orders

3.1 The Goods / Services shall be provided by the Contractor to the NKF as and when ordered by the NKF via a purchase order and/or works order (including an email from NKF to the Contractor requesting for such Goods / Services making reference to the relevant subject matter) (collectively, "**Order**") submitted by NKF to the Contractor. Where the Contractor receives any Order, the Contractor shall proceed to supply the Goods / Services in accordance with the delivery dates and other details of the Order and in accordance with such Product Specifications as already stipulated by NKF.

3.2 The Contractor shall submit an invoice to the NKF for the Goods / Services ordered upon completion of the supply thereof and acceptance by NKF.

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4. Provision and delivery

4.1 All Goods / Services shall be suitably packed, marked and transported to such address as may be specified by NKF, provided in such manner as may be specified by NKF and/or in accordance with timelines as may be specified by NKF. NKF reserves the right to make reasonable changes to these from time to time. No additional charge shall apply for packing, transportation and/or delivery.

4.2 If applicable, the Contractor shall forward the original Bill of Lading and other shipping/transportation documents promptly to NKF.

4.3 NKF shall have no liability to pay for Goods / Services delivered in excess of the quantities specified. The Contractor shall be responsible for any loss or damage occurring during the transit. Where applicable, title and/or lien passes to NKF only upon delivery. If the Goods / Services or any portion thereof are not delivered within the timelines specified, NKF shall be entitled to determine the Contract forthwith.

4.4 Where applicable, Goods / Services 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 non-compliant and/or defective, and the NKF shall be entitled to require the removal, replacement and/or rectification of such Goods / Services.

5. Inspection, testing and rejection

5.1 NKF reserves the right to count and/or inspect all of the Goods / Services in terms of quality and/or quantity and to reject defective and/or non-conforming Goods / Services without any obligation to pay for such. In such an event, the Contractor shall also be liable for all storage charges. If the Goods / Services involve manufacture, a sample shall be produced for approval prior to production of the whole order. Acknowledgement of delivery or payments for Goods / Services shall not be deemed to constitute an acceptance of the Goods / Services or waiver of NKF's right to reject them.

6. Prices

6.1 Prices quoted by the Contractor, to the extent possible, are to be FIXED prices which should clearly set out any taxes as may be applicable. Such prices quoted shall include the cost of delivery to NKF's dialysis centre(s) and/or warehouse(s) as may be set out in the Order.

6.2 NKF reserves the right to make reasonable alterations/changes to the specification of the Goods / Services. The prices and timelines for of the Goods / Services in respect of such changes shall in good faith be equitably adjusted between NKF and the Contractor.

7. Payment

7.1 Unless otherwise agreed between NKF and the Contractor, NKF’s obligation to pay is conditional upon its receiving an invoice from the Contractor for the amount payable, giving NKF no less than thirty (30) days from receipt of such invoice to make payment.

7.2 If any invoice is not submitted to NKF within six (6) months upon completion and/or acceptance by NKF of the Goods / Services, NKF shall be released and discharged from any liability to make any payment of the debt in relation to such invoice.

7.3 Payment by NKF of an invoice shall not affect NKF’s right to reject any of the Goods / Services or the Contractor's responsibility to remedy, replace and/or re-perform Goods / Services which are defective or

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do not conform to NKF's requirements under the Contract. NKF shall have no obligation to pay any additional amount for any such Goods / Services which have been remedied, replaced and/or re-performed.

7.4 NKF shall not pay for expenses or cost of whatever nature other than those expressly set forth in the Contract with the Contractor.

7.5 NKF expressly disclaims any late payment charge(s) and/or default interest charge(s) of any kind whatsoever.

7.6 Without prejudice to any other rights and remedies of NKF, the amount of any payment or debt owed by the Contractor to NKF under this Contract may be deducted by NKF from any monies payable by NKF to the Contractor under this Contract.

8. Guarantee

8.1 The Contractor guarantees and it is a condition to the submission of a quote by the Contractor that all Goods / Services will conform to the specifications and/or requirements stipulated by NKF and that the Goods / Services are of good quality, free from all defects and fit and sufficient for the use intended.

8.2 The Contractor undertakes to promptly remedy and/or replace any defect howsoever arising for a period of twelve (12) months from the NKF's written advice of the acceptance of the Goods / Services without any cost to NKF. NKF shall, as soon as reasonably practicable, after discovering any such defect, inform the Contractor in writing, and the means of remedy and/or replacement shall in good faith be equitable discussed and agreed to between NKF and the Contractor.

9. Indemnity

9.1 The Contractor shall indemnify NKF (and its agents, officers and/or employees) 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 Contractor, its agents, officers and/or employees in the performance of the Contract or by the Contractor's breach of the Contract.

10. Limitation of liability

10.1 Without prejudice to the remaining provisions of this Clause, the Contractor acknowledges and agrees that the provision of Goods / Services and/or performance of their obligations under this Contract is entirely at the Contractor's own risk.

10.2 Neither NKF nor any of its personnel shall be liable for any direct, indirect and/or consequential damage, loss, expense and/or injury suffered by the Contractor, the Contractor's personnel and/or any other third party, arising out of the Contractor's provision of Goods / Services and/or the Contractor's performance of their obligations under this Contract. For the avoidance of doubt, this exclusion of liability shall apply to and include instances where the Contractor, the Contractor's personnel and/or any other third party contracts an Infectious Disease arising out of the Contractor's provision of Goods / Services and/or the Contractor's performance of their obligations under this Contract.

10.3 If, in spite of Clauses 10.1 and 10.2, NKF is held liable by a court of competent jurisdiction, the Contractor acknowledges and agrees that NKF's liability shall in any event be limited to the sum of payments which NKF has made to the Contractor in the six (6) month period preceding the date on which the claim arose or the aggregate amount of S$100,000 (Singapore Dollars One Hundred Thousand Only), whichever is lesser.

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11. Compliance with law, rules and regulations

11.1 The Contractor shall, at its own cost and expense, obtain and maintain all licences, authorisations, permits, and certifications required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfil all its obligations under this Contract.

12. Delay in delivery or performance

12.1 If the Contractor fails to deliver any item of Goods / Services 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 / Services 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 / Services that are delayed for each day (including Sundays and Public Holidays) which may elapse between the date of delivery of such Goods / Services 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 12.1(b) is a genuine pre-estimate of the loss suffered or incurred by NKF and not a penalty.

12.2 Notwithstanding Clause 12.1 above, in the event the Contractor fails to comply with its obligations under Clause 4 and such failure has not been remedied to NKF's satisfaction within thirty (30) days of it being called to the Contractor's attention by written notice from NKF, and notwithstanding that the maximum amount of total liquidated damages may have been paid by the Contractor to NKF, NKF shall have the right to terminate this Contract forthwith without compensation and without any liability whatsoever in respect of the Contractor. Clause 9 shall survive any such termination of this Contract by NKF.

13. Remedies for intellectual property infringement

13.1 The Contractor shall fully indemnify NKF 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 NKF's use or sale of the Goods / Services provided by the Contractor pursuant to the Contract and against all costs incurred thereto.

14. Drawings and technical documents

14.1 The Contractor shall furnish free of charge to NKF drawings and technical information as may pertain to the Goods / Services purchased by NKF.

Company Stamp & Signature:

15. Confidentiality

15.1 The Contractor shall treat as strictly confidential the business or affairs of NKF obtained in connection with the provision of a quote and/or provision of Goods / Services pursuant to such quote, and the Contractor shall not at any time thereafter make use of or disclose or divulge to any person any such information and shall use its best endeavours to prevent the publication or disclosure of any such information.

15.2 This Clause 15 shall continue to apply after the expiration or termination of the Contract without limit in time.

16. Personal data

16.1 If, where and when the provision of Goods / Services by the Contractor necessitates the receipt of personal data from NKF, the Contractor represents and warrants that it shall, in addition to its confidentiality obligations under Clause 15 above, comply with the provisions of the Personal Data Protection Act 2012 (and associated regulations) ("**PDPA**") in respect of such personal data.

16.2 In particular, the Contractor agrees and undertakes that when dealing with any personal data received from NKF, it shall:

(a) only use personal data in accordance with NKF's instructions and the purposes for which the personal data was disclosed;

(b) protect the personal data in its possession or under its control by making reasonable security arrangements to prevent any accidental loss or unauthorized access, disclosure, destruction, disposal, copying and modification of the personal data;

(c) put in place adequate measures to ensure that the personal data in its possession or under its control is otherwise accurate and complete. In any case, the Contractor shall take steps to correct any personal data related errors, as soon as practicable upon NKF's written request;

(d) immediately notify NKF in the event of any known unauthorised, unlawful, and/or unintended use, access, disclosure, alteration, loss, or destruction of personal data received from NKF and cooperate with NKF's requests to investigate and remediate such incidents and provide appropriate response and redress;

(e) not retain any personal data for any period longer than is necessary for the purposes for which the personal data was disclosed by NKF;

(f) limit disclosure of such personal data to its employees on a need to know basis and only for the purposes for which such personal data was disclosed by NKF; and

(g) shall not transfer the personal data outside Singapore, without NKF's prior written consent.

16.3 The Contractor agrees and undertakes to indemnify NKF and its officers, employees and agents against all actions, claims, demands, losses, damages, statutory penalties, expenses and cost (including legal costs on an indemnity basis) in respect of any breach by the Contractor of the provisions of the PDPA and/or of this Clause 16.

16.4 This Clause 16 shall continue to apply after the expiration or termination of the Contract without limit in time.

Company Stamp & Signature:

17. Force Majeure

17.1 Neither party shall be liable for any loss, damage or penalty resulting from delays or failures in performance of their obligations under this Contract if the delay or failure results from events beyond the reasonable control of either Party (each a "**Force Majeure Event**").

17.2 For the purposes of this Contract, force majeure events include, but are not limited to, acts of God, war, hostility, invasion, act of foreign enemies, rebellion, revolution, riots, civil war, disturbances, requisitioning or other acts of civil or military authority, laws, regulations, acts or orders of any governmental authority, body, agency or official, fires, inclement weather, rain or floods (however caused), strikes, lock-outs or other labour disputes, embargoes or other catastrophes affecting the availability of materials or labour necessary for the performance of this Contract.

17.3 For the avoidance of doubt, the failure to obtain the approval or the withdrawal of approval from the relevant government authorities or other governing bodies shall not be considered a Force Majeure Event and the provisions of this clause shall not apply to such an event.

17.4 For the further avoidance of doubt, and due to the nature of NKF's business, the occurrence of an outbreak, epidemic and/or Infectious Disease shall not be considered a Force Majeure Event and the provisions of this clause shall not apply to such an event.

17.5 The parties hereto agree to notify the other party promptly of any such circumstances delaying its performance and to resume performance as soon thereafter as is reasonably practicable.

17.6 If any Force Majeure Event shall continue for a period exceeding one hundred and twenty (120) days, then either Party may at any time thereafter, upon giving notice to the other, elect to terminate this Contract.

17.7 The parties shall for the duration of a Force Majeure Event be relieved of any obligation under this Contract as is affected by the event except that the provisions of this Contract shall remain in force with regard to all other obligations under this Contract which are not affected by the event.

18. Termination

18.1 In addition to NKF's rights under Clause 12, NKF shall be entitled to terminate the Contract, giving the Contractor not less than one (1) months' notice in writing and thereupon the 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 the Contract by the other. For the avoidance of doubt, no reason needs to be given for the said notice and any Goods / Services which have been scheduled for performance or delivery after the date of termination shall be deemed to have cancelled without payment due on the part of NKF.

18.2 In addition to NKF's rights under Clause 12 and 18.1, NKF may, without prejudice to any other rights it may have, by written notice, forthwith terminate this Contract or suspend the Contractor's performance of all or any of its obligations under it immediately (including, cancelling all or any part of the undelivered portion of the Contract by notice in writing without compensation to the Contractor) and without liability on the part of NKF for any compensation and/or damages and to recover from the Contractor the amount of any damages or losses suffered, if:

(a) it is established that the Contractor has 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 NKF or for showing or forbearing to show favour to any person in relation to any other Contract(s) with NKF, or if the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or if the Contractor 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;

(b) any circumstances arise which give reasonable grounds in NKF's opinion for its belief that the Contractor has obtained any unfair advantage or conducted itself in a way is improper, unfair, unethical, unscrupulous and/or fraudulent in obtaining its Contract with NKF;

(c) any circumstances arise which give reasonable grounds in NKF's opinion for its belief that the Contractor has acted in a manner incompatible, inconsistent and/or prejudicial to the image and/or public perception of NKF;

(d) the Contractor breaches the delivery schedules or any other terms of the Contract or is in breach of any other obligations to NKF;

(e) any distress or execution shall be levied upon the Contractor's property or assets;

(f) the Contractor being an individual (or, when the Contractor 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; and/or

(g) the Contractor being a corporation, is wound up (whether voluntarily or otherwise), or an 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 Contractor 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.

In the event of Clauses 18.2(e),(f) and/or (g) above, NKF may also elect to give any such receiver or liquidator or other person the option of carrying out the Contract.

18.3 Notwithstanding any confidentiality provisions, NKF further reserves the right to report any matters related to Clauses 18.2(a),(b) and/or (c) above to the Singapore authorities.

19. Notices

19.1 Except as otherwise provided in this Contract, notices which are required to be given in or under this Contract shall be in writing (unless expressly stated otherwise) and sent to the address of the recipient set out in this Contract or to the e-mail address of the recipient as notified in writing to the sending party. All notices may be sent by hand or by AR Registered post or certified mail, return receipt requested, postage prepaid and properly addressed to the offices of the parties as specified in this Contract or to such other address as the receiving party may later specify. All notices sent by e-mail must be sent to the e-mail of the recipient as notified to the sending party in writing or to such other e-mail address as the receiving party may later specify.

19.2 Every notice or communication so sent shall be deemed to have been properly served and validly made, 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, if posted to an address outside Singapore, notwithstanding the fact that the letter may be returned by the Post Office undelivered. An email is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message that the email has not been delivered.

Company Stamp & Signature:

20. General

20.1 The Contract (including any terms incorporated by reference) constitutes the entire agreement between NKF and the Contractor in relation to the Contractor's quote and subsequent provision of Goods / Services (if any) and supersedes all prior agreements, negotiations and discussions between NKF and the Contractor relating to the same.

20.2 Headings in these ITQ Terms are solely for convenience, and shall have no legal meaning or effect.

20.3 An entity who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce and/or enjoy the benefit of any provision and/or term of the Contract.

20.4 The Contract is governed by and construed in accordance with the laws of the Republic of Singapore. Any dispute concerning the Contract shall be subject to the exclusive jurisdiction of the Courts of Singapore.

20.5 If any provision of the Contract is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Contract, which shall remain in full force and effect.

20.6 Neither NKF nor the Contractor may transfer, assign, sub-license and/or transfer any of its rights or obligations under the Contract to another party, save with the other party's prior written consent.

20.7 Failure or neglect by NKF to enforce at any time any of the provisions in the Contract shall not be construed or deemed to be a waiver of NKF's rights hereunder, nor in any way affect the validity of the whole or any part of the Contract or prejudice NKF's right to take subsequent action.

21. Information Security

21.1 NKF regards its systems, applications and all information and data as highly valuable and critical assets to its business that need to be protected appropriately. “Information” include all documents and/or information received from NKF and in any form whether electronic or otherwise, such as:

(a) Any information in connection with the ITQ, including any specifications, plans, drawings, samples issued by NKF and any documents prepared by the Contractor in connection with the ITQ; and

(b) Any other information it may acquire in relation to NKF at any point, as stated in Clause 15.1 of the accompanying ITQ Terms.

21.2 Accordingly, the Contractor shall agree to comply with NKF’s information security requirements including but not limited to access controls, safeguard and encryption of sensitive and personally identifiable information (PII), sharing them securely and with permitted recipients only, and carrying out security patches promptly for servers or devices holding NKF data.

21.3 The Contractor shall also ensure that cybersecurity, incident response, disaster recovery procedures and insurance are put in place where NKF data is withheld by the Contractor.

Accepted By:

Signatory’s name: _____ Date: _____

Signatory Tile: _____

Company Stamp & Signature:

Annex F

AGREEMENT TO TERMS AND CONDITIONS

Invitation to Quote (ITQ) for Supply and Delivery of Automated External Defibrillator

Please indicate clearly below your agreement to each clause of the Terms and Conditions. Where you are not in agreement, you should give your counter-proposal in the "Remarks" column or in a separate sheet to be attached to this form. Where you fail to expressly indicate disagreement against any clause, it shall be deemed that you agree to the same and the Request for Proposal shall be evaluated accordingly.

Title of Document: **ITQ Terms**

S/N	Heading of Clause	Please tick to confirm having read and agreed to the same	Remarks
1	Definitions	/	
2	Introduction		
3	Orders		
4	Provision and delivery		
5	Inspection, testing and rejection		
6	Prices		
7	Payment		
8	Guarantee		
9	Indemnity		
10	Limitation of liability		
11	Compliance with law, rules and regulations		
12	Delay in delivery or performance		
13	Remedies for intellectual property infringement		
14	Drawings and technical documents		
15	Confidentiality		
16	Personal data		
17	Force Majeure		
18	Termination		
19	Notices		
20	General		
21	Information Security		

Accepted By:

Signatory's name: _____ Date: _____

Signatory Tile: _____

Company Stamp & Signature:

Title of Document: **ITQ Terms and Conditions - Termination**

S/N	Heading of Clause	Please tick to confirm having read and agreed to	Remarks
1	Clause 18.2 (b)		
2	Clause 18.2 (c)		

Declarations:

S/N	Heading of Clause	Please input Yes if comply and No if not comply.	Remarks
1	Meeting relevant regulatory requirements (HSA, BCA, NEA, MOM, FDA, EC, etc) in line with the nature of the supplies		
2	No qualification on auditor's statement on going concern or insolvent as shown in ACRA report		
3	Not under investigation or conviction for bribery or corruption-related offences for the last 3 years		
4	Employment practices are in line with all applicable local laws and regulations		
5	Should products or services be sourced from overseas, to declare that no knowledge of bribery issues or employment issues at the source countries		
6	Any past rejections by NKF due to poor performance from internal records over 3 years		

Accepted By:

Signatory's name: _____ Date: _____

Signatory Tile: _____

Company Stamp & Signature:

Annex G

ENVIRONMENTAL SOCIAL AND GOVERNANCE (ESG)

S/N	Item Description	Tenderer's Input	Remarks/Comments (if any)
1	**Environmental Social and Governance (ESG)**		
1.1	Does your company and/or your products/services adopt on ESG framework? Examples of ESG initiatives include efficient resource use, reducing carbon emission and minimising environmental impact.		
1.1.1	If yes, please elaborate your ESG efforts and kindly share any relevant material such as certificates, brochures or reports.		

Company Stamp & Signature:

Annex H

NKF VENDOR CODE OF CONDUCT

At The National Kidney Foundation (NKF), we are committed to upholding the highest standards of integrity, transparency, and ethical behaviour in all our operations.

This Vendor Code of Conduct outlines the principles and expectations we have for all our vendors, suppliers, and partners. It is designed to ensure that our values are reflected in every aspect of our supply chain and that we work together to promote a culture of respect, and sustainability.

We expect our vendors to adhere to the following guidelines and to conduct their business in a manner that aligns with our commitment to ethical practices, legal compliance, and social responsibility. By working with us, you agree to uphold these standards and contribute to our mission of making a positive impact on the communities we serve.

1.0. Labour and Human Rights

1.1. Vendors must not engage in or support the use of forced or involuntary labour.

1.2. Vendors must comply with the applicable child labour laws and the minimum age for employment requirements in the country in which they operate.

1.3. Vendors must treat their employees with dignity and respect, including prohibiting harassment, abuse or any form of inhumane treatment.

2.0. Workplace, Safety and Health (WSH)

2.1. Vendors must ensure that employees can work in a safe and healthy environment, including adopting measures to prevent workplace accidents and injuries.

3.0. Protection of Personal Data

3.1. Vendors are expected to comply with all data security and data protection laws and legislation of the Republic of Singapore and/or the countries in which they operate.

4.0. Anti-Corruption & Anti-Bribery

4.1. NKF has zero-tolerance for any form of corruption or bribery and is committed to conducting business fairly and ethically.

4.2. Vendors must disclose any actual or potential conflict of interest as soon as they arise.

4.3. Vendors are prohibited from offering anything of value to NKF or any external parties for the purpose of directly or indirectly advancing their business interests with NKF.

4.4. Vendors must comply with all requirements on applicable laws and regulations for anti-corruption, anti-bribery and fraud in the country in which they operate.

5.0. Anti-Money Laundering & Counter Terrorist Financing

5.1. Vendors are not to engage or attempt to engage in any transaction involving proceeds derived from unlawful activities and/or dealings with individuals/entities who are the subject of international sanctions.

5.2. Vendors must comply with all applicable Anti-Money Laundering (AML) and Terrorist-Financing (TF) laws of the Republic of Singapore and/or the countries in which they operate.

6.0. Commitment to Sustainability Efforts

6.1. Vendors should strive to use resources efficiently, reduce carbon emissions and minimise environmental impact.

6.2. Vendors must comply with the applicable environmental laws, regulations and standards in the countries in which they operate.

Company Stamp & Signature: