The National Kidney Foundation 全国肾脏基金会
81 Kim Keat Road, Singapore 328836 Tel: 1800-KIDNEYS (5436397) contact_us@nkfs.org www.nkfs.org

RFP NO: 20261102

CONDITIONS OF REQUEST FOR PROPOSAL

1. Definitions

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

2. General Requirements

2.1 All RFP's bid shall be made strictly in accordance with the requirements of the Invitation to Request For Proposal and these Conditions of Request For Proposal. The NKF reserves the right to reject any RFP bid that has not been completed in the required format.

2.2 All RFP bids and supporting information, documents and materials shall be submitted in the English language.

2.3 Individuals submitting a RFP bid must have the requisite legal capacity, be at least twenty-one (21) years of age and not be an undischarged bankrupt. Companies submitting a RFP bid must have the legal capacity and authorisation and be an ongoing business that is solvent.

2.4 RFP bids are to comply with all applicable laws and/or regulations in respect of the underlying goods and/or services and where licences and/or permits may be required, Vendor represent and warrant that they have obtained all requisite licences and/or permits, and such are in full force and effect.

3. Partial and Conditional RFP Bids

3.1 The NKF reserves the right not to consider and/or to reject RFP bids which are subject to conditions and/or qualifications or for part only of the goods and/or services required.

4. Delivery of RFP bids

4.1 All RFP bids must be delivered no later than the deadline stated in the Invitation to Request For Proposal to the address stated in the Invitation to Request For Proposal. The NKF reserves the right not to consider and/or to reject RFP bids which fail to follow these instructions.

5. Validity Periods

5.1 RFP bids may be withdrawn by submitting a written withdrawal request to the same address to which the bid was submitted prior to the Closing Date. RFP bids shall only be deemed to have been withdrawn when you receive written acknowledgement from us of such withdrawal.

5.2 RFP bids are irrevocable and valid for acceptance by NKF from the Closing Date until the expiry of the Request For Proposal Period.

Authorised Signature: _____ Vendor's stamp : _____

5.3 All RFP bids shall be opened by NKF on or after the Closing Date and thereafter the NKF may accept any RFP on or before the expiry of the RFP Period. The date of an acceptance letter from NKF to a Vendor shall be the date on which a RFP bid has been accepted.

5.4 The NKF shall have the right at its absolute discretion and any time before issuing a Letter of Acceptance withdraw the Invitation to Request For Proposal without being liable to the Vendor for interest, damages or costs for its RFP bid nor offer any reason for the withdrawal.

6. Evaluation of RFP Bids

6.1 Where the Invitation to Request For Proposal specifies evaluation criteria, the RFP bids may be checked against such criteria prior to being formally evaluated.

7. Acceptance of RFP Bid

7.1 Neither the Invitation to Request For Proposal nor the submission of a RFP bid shall in any way bind the NKF to any obligations and/or liabilities, to enter into a contract with the Vendor, and/or bind the NKF to any financial commitment whatsoever.

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

7.3 The Vendor whose RFP bid has been selected for acceptance shall be informed by a letter from the NKF sent to the Vendor by hand, by email, by AR Registered post or certified mail, return receipt requested, postage prepaid and addressed to the Vendor at the address and contact particulars as set out in the Information about Vendor. Such acceptance letter shall be deemed delivered to the Vendor, if by hand, when delivered to the recipient's address, at the time of transmission if delivered by email 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 of Singapore.

7.4 Upon NKF's acceptance of a RFP bid, the successful Vendor agrees and acknowledges that shall have been appointed a Contractor of NKF and the Letter of Acceptance, Conditions of Request For Proposal, Conditions of Contract, Requirement Specifications, duly completed Price Schedule and any other documents referred to therein shall constitute a binding Contract between the Contractor and the NKF. Any amendments, modifications and/or additions to such Contract shall be mutually agreed to in writing between the Contractor and the NKF.

8. No Return of RFP Bid

8.1 No part of any RFP bid submitted shall be returned to the Vendor.

9. Price Quotations

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

Authorised Signature: _____ Vendor's stamp : _____

9.2 All prices quoted by the Vendor shall represent the total cost to NKF and the Contractor shall not be entitled to any additional payment of any costs and expenses, levies, duties and/or taxes it may incur in the discharge of its obligations under the Contract, whether such are incurred and/or known at the time of submitting the RFP bid or subsequently.

9.3 For the avoidance of doubt, all prices quoted by the Vendor shall be inclusive, including but not limited to, of all transport, lifting, packing, freight, handling, delivery, insurance, customs clearances, import and export duties, Goods and Services Tax (GST), and/or any other levies, duties and/or taxes that may be incurred and/or levied by any governmental authority.

9.4 The Vendor shall be deemed to have satisfied itself as to the accuracy and sufficiency of all amounts quoted and on all matters and all things necessary for the proper submission of its RFP bid and the subsequent provision of goods and/or services to the NKF in the event that the Vendor's RFP bid is accepted by the NKF.

10. Variations, Modifications and Amendments

10.1 The NKF reserves the right to vary, modify and amend any information, document or material issued by the NKF in connection with any RFP upon written notice, at any time prior to the Closing Date. NKF shall use commercially reasonable efforts in notifying Vendors who have submitted prior RFP bids of such variation, medication and/or amendment.

11. Cost of RFP Bid

11.1 The NKF shall not be responsible for any costs or expenses incurred by the Vendor in connection with evaluating, preparing, submitting and delivering a RFP bid.

12. Confidentiality

12.1 The Vendor shall keep confidential all documents and/or information in connection with the Invitation to Request For Proposal ("**Confidential Information**") and shall not disclose any such Confidential Information, including without limitation any specifications, plans, drawings, samples issued by the NKF and any documents prepared by the Vendor in connection with a RFP bid (including price quotes), except with the prior written consent of the NKF.

13. RFP Documents, Materials and/or Information

13.1 All documents, materials and/or information disclosed by NKF in connection the Invitation to Request For Proposal ("**NKF RFP Documents**") and all copies thereof are and shall remain the property of the NKF and must not be copied or reproduced in whole or in part and must be returned to the NKF upon demand. NKF RFP Documents are disclosed to the Vendor strictly for the purpose of a Vendor submitting a RFP bid and the Vendor undertakes not to use the NKF RFP Documents for any other purpose.

Authorised Signature: _____ Vendor's stamp : _____

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14. Disclaimers

14.1 In no event shall the NKF be accept any liability or responsibility for the adequacy, accuracy or completeness of the NKF RFP Documents. The NKF makes no representation or warranty (whether express or implied) with respect to the NKF RFP Documents or with respect to any written or oral information made or to be made available to Vendors, their employees, agents and/or professional advisors. The NKF shall use best efforts in ensuring that the same documents, material and/or information are made available to each Vendor. Each Vendor is responsible for making its own independent evaluation before submitting a RFP bid.

15. Governing Law and Jurisdiction

15.1 This RFP and all associated terms and conditions thereof shall be governed by Singapore law and Vendors as well as the NKF hereby to the exclusive jurisdiction of the Singapore courts in respect of any dispute arising out of this RFP and/or its associated terms and conditions.

Accepted By:

Authorised Signature : _____ Date: _____

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

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