INVITATION TO QUOTE
ITQ Ref No: NKF/PL/2018/018
Date: 26 September 2018

AIR-CON REPLACEMENT WORK FOR THE NATIONAL KIDNEY FOUNDATION AT 81 KIM KEAT ROAD LEVELS 5, 6 & 7

1. Introduction

The National Kidney Foundation ("NKF") wishes to invite vendor (the “Vendor”) to quote for Provision, replacement and installation of air con system for The National Kidney Foundation at 81 Kim Keat Road.

2. Requirement Specification

2.1 Please refer to Annex A and Existing As Built Plans for details.

2.2 The replacement work will be carried out floor by floor and has to be completed within 3 weeks (one week per floor inclusive Saturday, Sunday and Public Holiday).

2.3 For any enquiries pertaining to the requirement, please contact Ms Pauline Leong, at email: pauline.leong@nkfs.org or Tel: 6506-2104.

3. Submission of ITQ

3.1 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 in a sealed envelope and endorsed with the words “Invitation to Quote Ref No. NKF/PL/2018/018 – Air-con replacement work for The National Kidney Foundation at 81 Kim Keat Road Levels 5, 6 & 7”. All submissions should be received no later than:

9 October 2018, Tuesday, 3 pm (the “Closing Date”) and delivered by hand to:

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

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

3.3 The Vendor, at the point of submission of its bid is required to provide an original copy of the information on the latest business profile by the Accounting and Corporate Regulatory Authority (ACRA). The date of the business profile should be no more than thirty (30) days from the date of submission.
4. **Briefing on Proposal Bids**

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

**Date:** 28 September 2018, Friday  
**Time:** 11.00 am  
**Venue:** 81 Kim Keat Road Singapore 328836 Level 1 court yard

4.2 ITQ submitted by vendors who did not attend the compulsory briefing will not be considered.

5. **Terms and Conditions**

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

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

5.3 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.

6. **Price Quotations**

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

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

Requirement Specification & Price Schedule

ITQ No: NKF/PL/2018/018

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Qty</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td><strong>1 Preliminaries</strong></td>
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<tr>
<td>1.1 As-Built drawing, OMM</td>
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<td>1.2 Testing and commissioning, project management and supervision</td>
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<td>1.3 Reconnected existing CRC and configuration</td>
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<td><strong>2 Dismantling Works</strong></td>
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<tr>
<td>2.1 Supply labour &amp; material to dismantle existing air-con equipments</td>
<td>1</td>
<td>LS</td>
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<tr>
<td>2.2 Supply labour &amp; material to dispose off unwanted air-con equipments</td>
<td>1</td>
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<td><strong>3 Air-Conditioning System</strong></td>
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<td>Supply and install new DAIKIN VRV IV S or equivalent air-con unit for the following area c/w new AC equipment, refrigerant pipe work with close cell rubber insulation, drain pipe, support bracket, final connection for ceiling ducted unit (use back existing duct work) and necessary accessories</td>
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<td>3.1 L5 Area (refer to attached As-Built)</td>
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<td>3.2 L6 Area (refer to attached As Built)</td>
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<td>3.3 L7 Area (refer to Attached As Built)</td>
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<tr>
<td>DESCRIPTION</td>
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<td><strong>Electrical Works</strong></td>
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<td>4.1 To supply and install electrical Isolator for new condensing unit job complete with replacement of existing MCB with new to DC/AC</td>
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<td><strong>General Works</strong></td>
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<td>5.1 Opening of ceiling, rectifications and make good affected ceiling and areas.</td>
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<td><strong>Other Work deem necessary for the complete installation</strong></td>
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<tr>
<td>6.1 All other works deem necessary for the complete installation but not stated. Please state:</td>
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<td>a.</td>
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<td>c.</td>
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**TOTAL (before GST)**

1) Replacement work will be carried out one floor at a time.

2) Completion of replacement to be within 3 weeks (one week per floor), inclusive of Saturday, Sunday and public holiday.

**Accepted By:**

Authorized Signature: ___________________________ Date: ___________________________

Signatory Name: ___________________________ Signatory Title: ___________________________

Telephone Number: ___________________________ Vendor’s Name: ___________________________

Email Address: ___________________________ Vendor’s Stamp: ___________________________
Annex – B

Terms and Conditions

1. Confidentiality

1.1 The Vendor agree to treat as confidential all information received from NKF where NKF has indicated in writing or labelled to be “Confidential”, “Proprietary Information” or with any other comparable legend to similar effect, at the time of disclosure (or if disclosed orally, confirmed in writing by NKF as such within fifteen (15) days after its disclosure), which it may acquire in relation to NKF, including but without any limitation whatsoever, all business information, strategic and development plans, any matter concerning NKF, its affairs, business, shareholders, directors, officers, business associates, clients, patients or any other person or entity having dealings with NKF; information relating to the financial condition of NKF, its accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever whether electronic or otherwise, and all records indicative of the financial health and status of NKF; technical information in any form whatsoever whether electronic or otherwise; information in any form whether electronic or otherwise, relating to methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, software, development codes and research projects; business plans, co-developer/collaborator identities, data, business records of every nature, customer lists and client or patient database, pricing data, project records, market reports, sources of supply, employee lists, business manuals, policies and procedures, information relating to technologies or theory and all other information which may be disclosed by NKF to the Vendor which the Vendor may be provided access by NKF whether stored electronically or otherwise; all information which is deemed by NKF to be confidential or which is generated as a result of or in connection with the business of NKF and which is not generally available to the public; and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part, together with any other property of NKF made or acquired by the Vendor or coming into their possession or control in any manner whatsoever (the “Confidential Information”), which shall be and remain the sole property of NKF and shall be returned to NKF forthwith on demand at any time.

1.2 The Vendor shall use all reasonable steps to ensure that any information marked as confidential or proprietary to NKF shall not be disclosed to third (3rd) parties.

1.3 The Vendor shall not, without the prior written consent of NKF, disclose any Confidential Information relating to this Contract or any of the contents hereof whether directly or indirectly to any third (3rd) party, which consent shall not be unreasonably withheld, except:-

(a) for the purpose contemplated in this Contract;

(b) with the consent of the other Party and then only to the extent specified in such consent;

(c) in accordance with the order of a court of competent jurisdiction; or

(d) to the extent as may be required by law, regulation, effective government policy or by any regulatory authority arising out of this Contract or relating to or in connection with the Vendor provided that the Vendor so required must give NKF prompt written notice and make a reasonable effort to obtain a protective order.
1.4 The restrictions on disclosure of Confidential Information described in this Clause 1 do not extend to any information that (i) already exists in the public domain at the time of its disclosure; (ii) is already in the Vendor’s possession without restriction on disclosure, as evidenced by written records; (iii) is independently developed by the Vendor outside the scope of this Contract; or (iv) is rightfully obtained from third (3rd) parties.

1.5 The Vendor hereby agrees that it shall:

(a) take all reasonably necessary steps to limit access to Confidential Information of the other Party to those principals, directors, officers, agents, employees, representatives, consultants, independent contractors and professional advisors who are directly concerned with the purposes contemplated by this Contract and are made aware of its confidential status, to the extent reasonably required for the performance of this Contract, and ensure that they do not disclose or make public or authorise any disclosure or publication of any Confidential Information in violation of this Contract; and

(b) not to use any Confidential Information for any purpose other than the purposes for which it is intended, pursuant to and in accordance with the terms of this Contract.

1.6 The Vendor must promptly inform NKF about any unauthorised disclosure of NKF’s Confidential Information.

2. Payment

2.1 Unless otherwise specifically provided in this Contract or otherwise agreed between the parties, NKF’s obligation to pay is conditional upon its receiving an invoice from the Vendor for the amount payable, giving NKF no less than thirty (30) days from receipt of such invoice to make payment.

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

2.3 Payment by NKF of any invoices shall not affect NKF’s right to reject any of the Services or Deliverables or the Vendor’s responsibility to re-perform any Services or re-deliver any Deliverables that do not conform to this Contract. NKF shall have no obligation to pay for any such Services or Deliverables which have not been re-performed or re-delivered by the Vendor in accordance with Requirement Specification in Annex A. Such non-payment shall not constitute a default or breach of this Contract by NKF. In the event of any dispute between NKF and the Contractor with respect to the invoiced Services and/or other related matters, NKF shall pay the undisputed amount and NKF and the Contractor shall promptly seek to resolve the disputed matters with the Vendor.

2.4 The Vendor shall submit such invoices or other documents as NKF may require for the purpose of making payment.

2.5 NKF shall not pay for expenses or cost of whatever nature other than those expressly set forth in this Contract.

2.6 There will be no late payment service charge of any kind.
3. **Termination**

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

4. **Personal Data**

4.1 Without prejudice to Clause 1 herein, the Vendor shall take all reasonable measures to ensure:

(a) that any personal data (as defined in the Personal Data Protection Act 2012 (“Act”) as may be amended from time to time) belonging to NKF which is held by the Vendor pursuant to this Contract is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with the provisions of the Act and/or its regulations etc, and that only authorised personnel have access to that personal data;

(b) that, to the extent that the personal data is no longer required by the Vendor for legal or business purposes, that personal data is destroyed or re-delivered to NKF in accordance with this Contract;

(c) that NKF is immediately alerted in writing (with full particulars) of any unauthorised access, disclosure or other breach of this Clause 4 and the Vendor shall take, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of this Clause 4 (including providing NKF with such reports or information concerning such steps as and when requested by NKF); and

(d) it keeps itself appraised of any and all notices and circulars which NKF may from time to time notify to the Vendor, including without limitation any policies, guidelines, circulars or notices relating to personal data (“Documentation”), and to perform its duties or discharge its liabilities pursuant to this Contract in a manner which is consistent with Documentation, and will not cause NKF to be in breach of the same.

4.2 For the purposes of (c) above, the Vendor hereby expressly acknowledges and agrees that it has read the Documentation and is aware of and will compensate NKF for any and all potential loss and damage caused to NKF arising from or in connection with any breach of the above. The Vendor will indemnify and hold NKF harmless from claims or proceedings by third parties and any proceedings, investigations, orders, directions, judgments issued by a court, statutory body or regulatory authority, in connection with any breach of this obligation.

4.3 Notwithstanding and further to anything stated elsewhere in this Contract, NKF reserves the right and the Vendor agrees that NKF may conduct (or appoint a qualified, independent third party to conduct) an audit and/or assessment of the standard of compliance or non-compliance by the Vendor with the obligations under this Clause 4.

4.4 To the extent that the Vendor sub-contracts its obligations under this Contract to a sub-contractor, such sub-contracting shall be subject to NKF’s prior written approval and the Vendor agrees and acknowledges that it shall ensure that this Clause 4 is incorporated into the sub-contractor’s contract.
Subject to the foregoing, the Vendor’s confidentiality obligations under this Clause 4 shall survive the expiry or termination of this Contract

Accepted By:

Authorised Signature: ______________________

Signatory’s name: ______________________  Signatory’s title: ______________________

Vendor’s name: ______________________  Vendor’s stamp: ______________________
Annex - C

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 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.

Authorised Signature: ________________________________

Signatory’s name: ___________________________ Signatory’s title: ___________________________

Vendor’s name: ___________________________ Vendor’s stamp: ___________________________

\(^1\)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.