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

1. Introduction

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

2. Requirement Specification

2.1 Please refer to Annex A for details.

3. Delivery Schedule

3.1 Delivery date: One month from the date of order

4. Submission of ITQ

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

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

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

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

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

5. Terms and Conditions

5.1 The terms and conditions set out in Annex B shall form part of the binding contract between the successful Vendor and the NKF.
5.2 The NKF is not obliged to accept and reserves the right to reject the lowest or any quotation bid, or part or all of any quotation bid or assign any reason for rejecting any quotation bid. The NKF reserves the right in the exercise of its absolute discretion to accept any part or all of any quotation bid.

6. **Price Quotations**

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

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

7. **Payment**

7.1 Upon the receipt of the invoice from the Vendor, the Vendor shall give NKF no less than thirty (30) days to make payment. If any invoice is not submitted to NKF within six (6) months upon the completion of the delivery of Goods, NKF shall be released and discharged from any liability to make any payment of the debt in relation to such invoice.
ITQ REF NO.: NKF/PL/2019/002  
Date: 19 February 2019

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

**PRICE SCHEDULE**

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

**Note:**  
TechSoup Validation Token: adf98289@NtnIkdenyFndtn696  
(For new vendors to request for Charity Pricing for NKF)

Authorized Signature: _________________________  
Date: _______________________________

Signatory Name: _____________________________  
Signatory Title: ____________________________

Vendor’s Name: _____________________________  
Vendor’s Stamp: ____________________________
 Terms & Conditions

1. Offer to Purchase
   a. 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").
   b. Modification or Rescission
      i. The Contract can be modified, modified or rescinded only by agreement in writing between the duly authorized agents of the Buyer and the Seller.
   c. Packaging and Delivery
      i. All goods/works shall be suitably packed, marked and shipped/transported to the Buyer at 81, Kim Keat Road, Singapore 328306. (unless otherwise stated), and unless otherwise specified, no additional charges shall be made for such packing, marking and transportation in the Contract.
   d. The Seller shall forward the original Bill of Lading and other shipping/transportation documents promptly to the Buyer. Shipping arrangements shall be made according to instructions issued by the Buyer. The Buyer may change delivery schedules from time to time. The Buyer shall have the right to pay for goods/works delivered in excess of the quantity specified in the delivery schedules. The Seller shall be responsible for any loss or damage occurring during the transit, thereafter he is obliged to deliver the goods/works. Prices quoted shall be CIF Singapore (unless otherwise stated). Limit of 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.

2. Termination
   a. On the determination of the Contract for any reason by the Buyer, the Buyer shall be entitled to recover from the Seller all losses and damages suffered as a result of the breach of the Contract by the Seller.
   b. Provided that the Buyer in his absolute discretion may extend the time of delivery and provided further that the Seller pays a liquidated damage of 1% of the Contract Price of the goods/services/works not delivered for every day including Sundays and Public Holidays and against all delayed delivery and damages up to a maximum of 15% of the Total Value of the goods/services/works not delivered.

3. Inspection, Testing and Rejection
   a. The Buyer reserves the right to inspect and inspect all the goods/services/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 or non-complying goods/services/works and shall have no obligation to pay for such goods/services/works, which will be held for Seller's inspection 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 subject to the Buyer's inspection. Acknowledgement of delivery or payment of invoice by the Buyer for inspection shall not be deemed to constitute an acceptance of the goods/services/works or waiver of the Buyer's right to reject them.

4. Prices
   a. The prices specified herein are the FIXED prices. The Buyer reserves the right to make changes to the specification of the goods/services/works or services covered by the Purchase Order. Prices of such changes shall be equitable adjusted by the Buyer and the Seller.

5. Guarantee
   a. The Seller guarantees and it is a condition of the Contract that all goods/services/works covered by this Purchase Order are consistent with the specifications, drawings, samples or other descriptions furnished by the Buyer and that the goods/services/works are of good materials and workmanship and free from defects and are sufficiently safe for the use intended.
   b. 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 date of delivery and the time of acceptance of the consumer by the Committee of the goods/services/works (if applicable) or the Buyer's usage of the goods/services/works (as the case may be). The Seller shall be responsible for any possible risk or repair or replace the goods/services/works so as to remove such defect or damage and return the defective goods/services/works to the Buyer or the Seller when such a defect shall be so as to prevent the Buyer or any person having such a defect or damage, recover the defective goods/services/works or parts thereof to the Seller at Seller's risk and expense unless it has been agreed in writing that the necessary replacement or repair shall be carried out by the Seller on the Buyer's premises.

6. Insurance
   a. The Seller shall indemnify the Buyer in respect of all damages and/or injuries to any person or property and against all actions, suits, claims, demands, costs, charges or expenses arising in connection therewith that have been caused or occasioned by the Seller or his servants or agents in the performance of the Contract or by the Seller's breach of the Contract.

7. Gifts, Inducements and Favours
   a. The Buyer shall be entitled to determine the Contract forthwith and to recover from the Seller the amount of any damages or losses suffered by the Seller, and it is hereby declared that the Seller have charged such persons to give 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 forbearing to do any action to the obtaining or execution of the Contract with the Buyer for the Seller or for any other person in respect of the Buyer or, if the topic shall have been done by any person employed by the Buyer 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 loan 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.

8. Cancellation
   a. 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;
   b. any distress or execution shall be levied upon the Seller's property or assets;
   c. the Seller being an individual (or, where the Seller is a limited company, any partner or individual (or, where the Seller is a limited company, any partner) in the 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 make any conveyance or assignment for the benefit of his creditors or shall purport to do so;
   d. the Seller being a corporation, in pursuance of (whether voluntarily or otherwise), or any resolution passed or taken on or any act done or omitted to be done or done or omitted to be done on the instructions or for the benefit of the Buyer, or the Buyer or the Seller shall be at liberty in any one of the above circumstances (without prejudice to any other rights that it may have at law and equity) to:
      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 the clause shall not prejudice or affect any right of action of remedy that shall have accrued or shall accrue thereafter to the Buyer.
   e. the Seller shall fully indemnify the Buyer against any action, claim, demand, costs, charges or expenses arising from or incurred by reason of any negligence or alleged negligence of any individual property rights including but not limited to tenancy, assessment, registration, design, trade mark or trade name by the Buyer in order to identify any goods/services/works provided by the Seller pursuant to the Contract and against all costs incurred thereto.

10. Patents
   a. The Seller shall make sure that any inventions made or purchased shall not infringe or affect any right of action or remedy that shall have accrued or shall accrue thereafter to the Buyer.
   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 the clause shall not prejudice or affect any right of action of remedy that shall have accrued or shall accrue thereafter to the Buyer.

11. Drawings and Technical Data
   a. The Seller shall furnish free of charge to the Buyer drawings and technical information within the agreed period if applicable after the Seller's receipt and acceptance of Buyer's Purchase Order.

12. Assignment
   a. The Seller shall not assign the contract of the Buyer assign or transfer the Contract or any part thereof to any other person.
   b. The Seller shall not assign the assignment or any part thereof to any other person.

13. Jurisdiction
   a. Unless otherwise agreed, this Contract shall be subject to and constr Interpreted 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 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.