INVITATION TO QUOTE
ITQ REF NO: NKF/PL/2019/014
Date: 20 September 2019

TITLE: Invitation to quote on Supply & Replace including installation and disposal of existing Auditorium Chairs

1. Introduction

1.1 The National Kidney Foundation ("NKF") wishes to invite vendor (the "Vendor") for the supply and delivery of 298 Auditorium Chairs as detailed in Annex A.

2. Details of Product Specification

2.1 The Goods shall conform to the detail specifications in Annex A

3. Quantity Requirement and Delivery Schedule

3.1 Quantity requirement for Auditorium Chairs: 298
3.2 Delivery Date: December 2019

4. Submission of ITQ

4.1 The quotation submitted by the Vendor shall be as in "Price Schedule", Annex B. Full set of quotation must be submitted with vendor’s stamp on all pages stipulated in the ITQ.

4.2 The quotation may be submitted by hand or post in a sealed envelope and endorsed with the words “ITQ Ref No NKF/PL/2019/014 – Invitation to quote on Supply & Replace including installation and disposal of existing Auditorium Chairs”. All submission should be no later than 26 September 2019, Thursday, 3pm (the "Closing Date") and attention to Ms Pauline Leong, Purchasing Department. Any submission received after the Closing Date will not be considered by NKF.

If sent by hand: ITQ Box A
Security Counter
National Kidney Foundation
81 Kim Keat Road
Singapore 328836
Attn: Ms Pauline Leong

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

4.3 The Vendor, at the point of submission of its bids, is required to provide the following information and/or documents to NKF:
4.3.1 Names and contact details of current customers using quoted product.
4.3.2 The Vendor’s latest annual report (if applicable) or published accounts.
4.3.3 Details of the quoted product.
4.3.4 Products past project references

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

5. Acceptance of Quotation
5.1 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. Purchase Terms and Conditions
6.1 The successful vendor shall conform to the Purchase Terms and Conditions as set out in Annex C. A Purchase Order along with the Purchase Terms and Conditions will be sent to the successful vendor.

7. Price Quotations
7.1 All prices quoted by the vendor shall be in the lawful currency of the Republic of Singapore.
7.2 All prices quoted by the vendor shall represent the total cost to NKF.
Annex A

SPECIFICATION

1. Backrest : Moulded Polyurethane Foam Upholstered In Fabric Attached To 12mm Plywood With Moulded Polypropylene Backrest Cover.
2. Seat : Moulded Polyurethane Foam Upholstered In Fabric Attached To 12mm Plywood With Moulded Polypropylene Seat Cover
5. Metal Parts : All Parts Shall Have Smooth Surfaces And Be Free From Burrs Sharp Edges And Shall Be Sufficient Gauge Thickness To Stand Strains Of Normal Use Abuse Standard (And Frame) Shall Be Chemically Cleaned, And Oven Baked.
7. Writing Tablet : Black Moulded Abs Writing Tablet With Aluminum Writing Tablet : Black Moulded Abs Writing Tablet With Aluminum
8. Tablet Size : 290mm X 250mm
Picture of existing chairs

Accepted By:

Authorized Signature: ___________________________  Date: ___________________________

Signatory Name: ___________________________  Signatory Title: ___________________________

Telephone Number: ___________________________  Vendor's Name: ___________________________

Email Address: ___________________________  Vendor's Stamp: ___________________________
Annex B

ITQ REF NO: NKF/PL/2019/014

TITLE: Invitation to quote on Supply & Replace including installation and disposal of existing Auditorium Chairs

PRICE SCHEDULE

<table>
<thead>
<tr>
<th>S/N</th>
<th>Item Description</th>
<th>Quantity</th>
<th>a) Brand/Model</th>
<th>b) Country of Origin</th>
<th>Warranty period</th>
<th>Total Price (exclusive of GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Auditorium Chair</td>
<td>298 units</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Disposal of existing Auditorium Chairs</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Total Quotation Amount: $ ________________

Accepted By:

Authorized Signature: ______________________ Date: ______________________

Signatory Name: ______________________ Signatory Title: ______________________

Telephone Number: ______________________ Vendor’s Name: ______________________

Email Address: ______________________ Vendor’s Stamp: ______________________
Annex C

Terms & Conditions

1. Offer to Purchase
   - This is an offer to purchase goods/services/works described herein based on the terms and conditions herein stated. This offer may be revoked at anytime before it is accepted. When accepted by the Seller, this Purchase Order shall be a binding Contract ("Contract").

2. Modification & Rescission
   - This Contract can be varied, modified or rescinded only by agreement in writing between the duly authorized agents of the Buyer and the Seller.

3. Packing and Delivery
   - All goods/works shall be suitably packed, marked and shipped/transported to the Buyer at 15, Jln Raya, Singapore 123456 (unless otherwise stated), and unless otherwise specified, no additional charges shall be made for such packing, marking and shipping/transportation to the Buyer. The Seller shall repair free of charge goods/works damaged in transit.
   - The Seller shall forward the original Bill of Lading and other shipping/transportation documents promptly to the Buyer. At the Seller's request, the Buyer may be responsible for insurance against transit losses.
   - The Seller shall forward the original Bill of Lading and other shipping/transportation documents promptly to the Buyer. The Buyer shall send shipping instructions in writing to the Seller. The Seller shall repair free of charge goods/works damaged in transit.
   - Additional charges may be incurred for goods/works delivered in excess of the quantities specified in the delivery schedules. The Seller shall be responsible for any loss or damage occurring during the transit, whenever it is entitled to deliver the goods/works. Prices quoted shall be CIF Singapore (unless otherwise stated). If the goods/services/works pass to the Buyer on delivery, unless otherwise agreed the goods/services/works ordered are subject to the conditions of delivery specified herein.

4. Termination
   - On the determination of the Contract for any reason by the Buyer, the Buyer shall be entitled:
     a) to return to the Seller at the Seller's risk any expense of any of the goods/services/works already delivered and to recover from Seller any money paid; and
     b) to recover from the Seller any expenditure incurred by the Buyer in obtaining other goods/services/works in replacement of those in respect of which the Contract has been determined;
   - and
c) to recover from the Seller all losses and damages suffered as a result of the breach of the Contract by the Seller.

5. Inspection, Testing and Rejection
   - Provided that the Buyer is satisfied, the Buyer reserves the right to inspect and reject all the goods/services/works and to have the right to refuse to accept any lot of goods/services/works which is found to be defective, non-conforming, of insufficient quality, or otherwise does not conform to the specifications, drawings, specifications, or other descriptions, furnished by the Buyer and that the goods/services/works are of good materials and workmanship and free from all defects and fit and sufficient for the use intended.

6. Delivery
   - Delivery shall be made to the Buyer at the Buyer's premises or at such other place as the Seller and the Buyer shall agree.

7. Guarantee
   - The Seller guarantees that the goods/services/works shall be as follows:
     - that the goods/services/works shall be of the quality specified in the Contract; and
     - that the goods/services/works shall be free from defects in design, material and workmanship at the time of delivery and for a period of twelve (12) months from the date of delivery.

8. Incidents
   - That the Seller shall indemnify the Buyer in respect of all damages and/or losses 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 or induced by the Seller, his servants or agents in the performance of the Contract or by the Seller's breach of the Contract.

9. Gifts, Inducements and Rewards
   - The Buyer shall be entitled to determine the Contract forthwith and to recover from the Seller the amount of any damages or losses suffered if it is established that the Buyer has offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for his having done or forbearance to do or not to do anything in the obtaining or execution of the Contract with the Buyer for or on the latter's account or representing or having such or any other agreement or contract with the Buyer, or if in the latter's act there is induced, induced by or acting on its behalf (whether with or without the knowledge of the Seller) or if the Seller or any person employed by it acting on its behalf has committed any offence under the Penal Code (Cap 211) or the Prevention of Corruption Act (Cap 244) or shall have given any bribe or reward or the receipt of which is an offence under the said Penal Code or the said Prevention of Corruption Act of the Republic of Singapore.

10. Cancellation
    - If:
      a) the Seller breaches the delivery schedules or any other terms of the Purchase Order or fails in breach of any other obligations to the Buyer;
      b) any mischief or execution shall be levied upon the Seller's property or earnings;
      c) the Seller being an individual (or, when the Seller is a firm, any partner in that firm) shall at any time have any bankruptcy proceedings commenced against him, or a bankruptcy order made against him, or shall have a receiving order made against him or shall make any composition or arrangement with, or for the benefit of, his creditors, or shall make any conveyance or assignment for the benefit of his creditors or shall exhibit the property or any thereof to his creditor;
      d) the Seller being a corporation, is wound up (whether voluntarily or otherwise), or any resolution or petition to wind up such corporation's business is or are passed or presented in the company or on behalf of the company for the purpose of insolvency or composition or reconstruction is passed or presented, or a judicial management order is made against the Seller or if a Receiver, or a manager on behalf of a creditor, is appointed or if circumstances arise which entitle the Court or creditor to appoint a Receiver or Manager in the case of such corporation's bankruptcy, property or assets or any part thereof, then the Buyer shall be at liberty in any one of the above circumstances (without prejudice to any other rights that it may have at law and in equity) to terminate:
         a) cancel all or any part of the undelivered portion of the Contract by notice in writing without compensation to the Seller;
         b) give any such Receiver or Liquidator or other person the option of carrying out the Contract. Provided that the exercise of any of the rights granted to the Buyer in this clause shall not prejudice or affect any right of action of remedy that shall have accrued or shall accrue hereafter to the Buyer.

11. Penalties
    - The Seller shall fully indemnify the Buyer against any action, claim, damage, cost, charge and expenses arising from or incurred by reason of any infringement of any industrial or intellectual property rights including but not limited to patent, registered design, trade mark or trade name by the Buyer's use of or sale of the goods/services/works provided by the Seller pursuant to the Contract against all costs incurred in defending the same.

12. Drawings and Technical Documents
    - The Seller shall furnish free of charge to the Buyer drawings and technical information within the agreed specified period (if applicable) after the Seller's receipt and acceptance of Buyer's Purchase Order.

13. Assignment
    - The Seller shall not without the consent in writing of the Buyer assign or transfer the Contract or any part thereof to any other person.
    - The Seller shall not without the consent of the Buyer sub-contract the Contract or any part thereof.

14. Jurisdiction
    - Unless otherwise agreed, this Contract shall be subject to and construed in accordance with the laws of Singapore.
Annex D

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.