1. Introduction

1.1 The National Kidney Foundation ("NKF") wishes to invite vendor (the "Vendor") for the supply, delivery, installation and commissioning of 23 units of haemodialysis machines and RPOC system as described in these RequirementSpecifications in Annex A, (the "Goods"), to Toa Payoh 2 dialysis centres in Singapore.

2. Product Specification

2.1 The Goods must be registered with Health Science Authority and shall conform to the detail specifications in Annex A1, A2 and B.

3. Quantity Requirement and Delivery Schedule

3.1 Vendor shall supply the 23 units of the Goods specified in paragraph 2.1.

3.2 Delivery schedule: Goods to be delivered by April 2020.

4. Submission of ITQ bids

4.1 Each vendor should provide the price quote in the Price Schedule Part 1 to Part 3 for the number of Goods specified in paragraph 3.1 above.

4.2 Under Price Schedule, Part 1, item 1, the vendors are required to indicate the manufacturer’s guideline on replacement of backup and internal battery set per machine.

4.3 Under Price Schedule, Part 1, item 1, the vendors are required to indicate the number of Engineers dedicated to support NKF in the provision of technical services during the warranty period and ensure preventive maintenance completed in scheduled month.

4.4 Under Price Schedule, Part 3, item 1, the vendors are required to provide the breakdown list of components for software, hardware and installation.

4.5 The quotation may be submitted by hand or post in a sealed envelope and endorsed with the words "Invitation to Quote Ref No NKF/AL/2020/001 – For the supply, delivery, installation and commissioning of 23 units of haemodialysis machines and RPOC system." All submission should be no later than 22 January 2020, Wednesday, 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 Ann Lin

If send by post:
National Kidney Foundation
81 Kim Keat Road
Singapore 328836
Attn: Ms Ann Lin
4.6 The submitted quotation shall be irrevocable and open for acceptance and open for acceptance by NKF **90 days** from the closing date.

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

4.7.1 Extract of company/business registration from the Accounting & Corporate Regulatory Authority (ACRA), showing a full list of directors/partners of the Vendor;

4.7.2 The Vendor’s latest annual report (if applicable) or published accounts, accredited certificates

4.7.3 Names and contact details of at least two (2) reference customers

4.7.4 Product licence with Health Science Authority

4.7.5 Certificate of Product Quality

4.7.6 Any other documents relevant to the ITQ

4.7.7 Information about vendor

4.8 If you have any inquiries relating to this Invitation to quote, please contact Ms Ann at telephone no 6506 2152 or email to ann_lin@nkfs.org

5. **Purchase Terms and Conditions**

5.1 The successful vendor shall conform to the Purchase Terms and Conditions as set out in Annex D. A Purchase Order along with the Purchase Terms and Conditions will be sent to the successful vendor.

5.2 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 question. The NKF reserve the right in the exercise of its absolute discussion to accept any part or all 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.

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.
## General specification of Haemodialysis machine

<table>
<thead>
<tr>
<th>Technical information</th>
<th>Parameters</th>
<th>Specifications</th>
<th>Comply</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General parameters</strong></td>
<td>Power Supply</td>
<td>230V (±10%)</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nominal Frequency</td>
<td>47 - 63 Hz</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Current Consumption</td>
<td>Max 9 A</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inlet water pressure</td>
<td>1.5 - 6 bar max</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Water temperature range</td>
<td>5°C to 30°C</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Concentrate supplies</td>
<td>Canister / Cartridge / Bags</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Safety Standards</strong></td>
<td>General requirement for safety, class 1, type B.</td>
<td>EN 60601-1: (IEC 601-1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Requirements for safety of haemodialysis equipment</td>
<td>EN 60601-2-16: (IEC 601-2-16)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Electromagnetic compatibility</td>
<td>EN 60601-1-2: (IEC 601-1-2)</td>
<td>CE certification</td>
<td></td>
</tr>
<tr>
<td><strong>Extracorporeal circuit</strong></td>
<td>Arterial pressure range</td>
<td>-300 mmHg to +280 mmHg (wider range is acceptable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accuracy</td>
<td>±10mmHg</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Venous pressure range</td>
<td>-60 mmHg to +520 mmHg (wider range acceptable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accuracy</td>
<td>±10mmHg</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transmembrane pressure</td>
<td>-60 mmHg to +520 mmHg (wider range is acceptable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accuracy</td>
<td>±10mmHg</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Blood pump</td>
<td>Peristaltic pump</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Blood flow range</td>
<td>15 to 600 ml/min in 8mm size tube</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accuracy</td>
<td>±10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Air bubble detector</td>
<td>Ultra sound method, monitor the entire operating phase</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Alarm Indicator</td>
<td>Traffic light to indicate the status</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Dialysis Fluid system</strong></td>
<td>Dialysis fluid flow range</td>
<td>0-300 - 500-700-800ml/min, selectable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dialysis fluid temperature</td>
<td>35°C to 39°C</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Concentration of dialysate</td>
<td>12.8 to 15.7 mS/cm (25°C) (wider range is acceptable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accuracy</td>
<td>±0.2mS/cm</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Blood leak detector</td>
<td>Optical detector, colour specific</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ultrafiltration</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>UF rate</td>
<td>0 to 4.00 l / hour (higher range is acceptable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accuracy</td>
<td>±3%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dialysate fluid filter system</td>
<td>Endotoxin filter</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Disinfection and Cleaning program</strong></td>
<td>Rinse, Hot cleaning and Hot disinfection cycles are required. Use recommended chemicals at a temperature of min 84°C.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>General Feature Required</strong></td>
<td>Battery able to backup 20 mins to 30 mins during power failure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Additional Features Required</strong></td>
<td>Blood pressure monitor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Endotoxin filter</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Real time Kt/V measurement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Heparin Module</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Certification

- a) Is HSA registration required? Yes / No
- b) Has the product been registered? Yes / No / Pending
- c) If yes, the registration no. is
- d) The HSA classification is Class A / B / C / D

Vendor shall provide the following documents to support the certification of the product:

- e) Product licence with Health Science Authority
- f) Manufacturing licence with Health Science Authority
- g) Certificate of Product Quality
- h) Any other relevant licence necessary for the tender

Accepted By:

Authorized Signature: _____________________

Signatory’s name: _____________________ Signatory’s title: _____________________

Vendor’s name: _____________________ Vendor’s stamp: _____________________
**ADDITIONAL REQUIREMENT**

The Objectives of the Renal Point-Of-Care (RPOC) System are as follows:

- To enable the capture of patient information during every dialysis treatment so as to provide a comprehensive medical record of all our patients inclusive of pre & post dialysis treatment parameters, medication ordered and prescribed, clinical notes, session alerts etc.
- To automate the download of clinical data from the dialysis machines during the treatment sessions at periodic intervals to our back-end main Clinical System.
- To provide online monitoring during the dialysis sessions with the necessary alerts and reminders.
- To provide online access of our patient information by our doctors and clinicians anytime anywhere so as to enable timely intervention of patient treatment.
- To enable bi-directional data exchange with external systems via XML.

<table>
<thead>
<tr>
<th>Renal Point-Of-Care (RPOC) system requirements</th>
<th>Comply/No</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>The dialysis machines must be equipped with the patient card reader and the ability to transmit dialysis machine readings and settings to and from NKF’s selected RPOC System.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The communication protocol must be provided to NKF to enable the transfer of the dialysis machine readings and settings to and from NKF’s selected RPOC System.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The system must be able to communicate with the weighing scales used by NKF to capture pre and post weight data.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The system must be configurable to allow NKF to customise its own checklists, pre and post dialysis assessments with data validation and mandatory field options.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The system must support the entry of Nurses notes (both during dialysis and independently) in the form of a clinical diary.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The system must allow NKF to maintain and manage its own master data.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The system must provide all the data captured during the dialysis process to NKF’s Clinical System.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The system must be customisable to allow NKF’s data to be updated to the RPOC System.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The reports produced by the RPOC system must be customisable to our requirements.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The RPOC system must be able to integrate with existing NKF Clinical System.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Include 5 concurrent licenses per DC plus 1 concurrent license for every 4 machines or part thereof. Eg. 20 machines must include 10 concurrent licenses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The RPOC licence must be transferrable to the next purchase of the same brand of HD machine.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>There must be 6 patient cards included for every machine purchased. Example: 20 machines must include 120 patient cards.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Contractor must be able to provide local application and technical support.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Local application and technical support coverage must be as follows:  
  - Monday to Saturday (including Public Holidays) 7am to 11pm  
  - Response time within 4 hours (acknowledge and commence investigation)  
  - Issues resolved within 72 hours | | |

**Accepted By:**

Authorised Signature: ________________________

Signatory’s name: _________________________ Signatory’s title: _________________________

Vendor’s name: _________________________ Vendor’s stamp: _________________________

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Annex B
ITQ FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 23 UNITS OF HAEMODIALYSIS MACHINES AND RPOC SYSTEM TO NKF

PRICE SCHEDULE – PART 1

<table>
<thead>
<tr>
<th>No.</th>
<th>Item Description</th>
<th>Quantity Required</th>
<th>a) Brand/Model</th>
<th>b) Year of Manufacture</th>
<th>Country of Origin</th>
<th>Unit Price (exclusive of GST)</th>
<th>Total Price (exclusive of GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply and commissioning of Haemodialysis machines with 8 years warranty and inclusive of replacement of backup and internal battery set (Please refer to “Requirement Specification”, Annex A1-A2 for details of specification of haemodialysis machine)</td>
<td>23 units</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

No of engineers dedicated to support technical services during warranty period: __________

Authorised Signature: __________________________
Signatory’s name : ____________________________  Signatory’s title : ____________________________
Vendor’s name : ____________________________  Vendor’s stamp : ____________________________
Date : __________________________

6
ITQ FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 23 UNITS OF HAEMODIALYSIS MACHINES AND RPOC SYSTEM TO NKF

PRICE SCHEDULE – PART 2

Price List for Common Spare Parts

<table>
<thead>
<tr>
<th>No</th>
<th>Item Description</th>
<th>Part Number</th>
<th>**Unit Price (exclusive of GST)</th>
</tr>
</thead>
</table>

- **Contractor shall indicate the validity period for the quoted unit price of the above listed common spare parts.

Authorised Signature: __________________________

Signatory’s name : __________________________  Signatory’s title : __________________________

Vendor’s name : __________________________  Vendor’s stamp : __________________________

Date : __________________________
**PRICE SCHEDULE – PART 3**

**Price of Renal Point-of-Care (RPOC) System**

<table>
<thead>
<tr>
<th>No</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit Price (exclusive of GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Renal Point-Of-Care (RPOC) system (Please refer to “Requirement Specification”, Annex B for details of Specification of RPOC system)</td>
<td>23 units</td>
<td>i) Software cost :</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ii) Hardware cost :</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>iii) Installation cost :</td>
</tr>
<tr>
<td>2</td>
<td>Annual Licence fees for RPOC system</td>
<td>Year 1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 3</td>
<td></td>
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<td></td>
<td></td>
<td>Year 4</td>
<td></td>
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<td></td>
<td></td>
<td>Year 5</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Year 6</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 7</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year 8</td>
<td></td>
</tr>
</tbody>
</table>

**Contractor shall provide the breakdown list of components for software, hardware and installation.**

**Authorised Signature: __________________________**

Signatory’s name : __________________________   Signatory’s title : __________________________

Tenderer’s name : __________________________   Tenderer’s stamp : __________________________

Date : __________________________
ADDITIONAL TERMS AND CONDITIONS

ITQ FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF 23 UNITS OF HAEMODIALYSIS MACHINES AND RPOC SYSTEM TO NKF

1. Training Programmes
   1.1 Training to Bio-Medical Engineers: All NKF’s Bio-Medical Engineers to be trained and certified by the Contractor Free of Charge (“FOC”) to perform routine services and planned preventive maintenance on the machine after the warranty period.
   1.2 Training to NKF’s Nursing Staff: Provision of training to all nurses at the concerned Dialysis Centres to familiarise them with all machine features and competency in operating the machines. All training and trained nurses to be certified by the Contractor FOC.
   1.3 The Contractor shall from time to time provide NKF with the latest developments and availability (whether on the market or from the Contractor) of new technology and/or upgraded or improved machine(s) and/or parts which are relevant and/or related to the machine for the intended use of the machine at no additional cost to NKF.

2. Warranties
   2.1 The Contractor undertakes and guarantees that the consumables specific to the model of the machine shall be made available throughout the warranty period.
   2.2 Warranty period shall mean 8 (eight) years from date of successful commissioning of each individual machine.

3. Conditions and requirement for comprehensive maintenance
   3.1 The Contractor shall provide free comprehensive maintenance throughout the warranty period.
   3.2 Comprehensive maintenance shall include replacement of all part(s) including but not limited to backup battery, internal battery (PCB), concentrate connector, blood pump roller, RPOC connection data cable and the provision of labour.

4. Expectation of Service Level for machines during warranty period
   4.1 Any service call must be attended to within 1 (one) working day.
   4.2 Working day means Monday to Saturday.
   4.3 If the machine breakdown and/or malfunction cannot be rectified within 3 (three) working days from the service call, the same model of machine must be provided to NKF as replacement on the next working day FOC.
   4.4 Any parts replaced during on-call service on the machines must be returned to the staff-in-charge of the Dialysis Centre.
   4.5 A duly completed service report must be given to the staff-in-charge of the Dialysis Centre for every visit by the Contractor to the Dialysis Centre upon completion of service of the machine(s).
   4.6 Upon completion of service of the machine(s), the Contractor must display the “NKF – Ready for use” tag on the machine to show everyone that the machine is serviced and ready for use. The said tag will be available near the standby stations, otherwise the Contractor must request for the said tag from the staff-in-charge of the Dialysis Centre.
During the warranty period, yearly planned preventive maintenance should be completed within the same calendar month of the individual machine installation without any delay.

Accepted By:

Authorised Signature: ______________________

Signatory's name: ________________________ Signatory's title: ________________________

Vendor's name: __________________________ Vendor's stamp: ______________________

^Insert additional terms and conditions not contained in the standard terms and conditions.
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.
Annex D

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 any time before it is accepted. When accepted by the Seller, the Purchase Order shall be a binding Contract ("Contract").

2. Modification & Rescission
   * The Contract can be varied, modified or rescinded 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 81, Kim Keat Road, Singapore 329389 (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 any goods/works damaged in transit.
   * The Seller shall forward the original Bill of Lading and all shipping/transportation documents promptly to the Buyer. Payment/Transportation shall be made according to the instructions issued by the Buyer. The Buyer may change delivery schedules at any time and as such, the Seller shall not be liable for any extra handling or labor costs if the goods/works have to be re-packaged or re-scheduled. The Seller shall be responsible for any loss or damage occurring during the transit, whenever it is obliged to deliver the goods/services/works. Payment shall be CIP Singapore (unless otherwise stated). Lien of goods/services/works passes to the Buyer on delivery. Unless otherwise agreed the goods/services/works ordered shall be delivered within the specified time of delivery and if the goods/services/works or any part thereof are not delivered within the time or times specified in the Contract, the Buyer shall be entitled to determine the Contract forthwith.

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 and expense any of the goods/services/works already delivered and to recover from Seller the cost of such goods/services/works not delivered for that day including Sundays and Public Holidays up to a maximum of 10% of the Total Value of the goods/services/works not delivered.
     b) to recover from the Seller any advances incurred by the Buyer in obtaining other goods/services/works in replacement of those in respect of which the Contract has been determined.
     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 Acceptance
   * The Buyer reserves the right to count 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 detection-enhancing 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 bear all storage charges, if the goods/services/works involved are unsold. A sample shall be produced for approval prior to production of the whole order. Subsequent delivery will be subjected to the Buyer's Inspection. Acknowledgement of delivery or payments for goods/services/works prior to inspection shall not be deemed to constitute an acceptance of the goods/services/works or waiver of any of the Buyer's rights to reject them.

6. Prices
   * 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 this Purchase Order. Prices of such changes shall be equitably adjusted by the Buyer and the Seller.

7. Guarantee
   * The Seller shall guarantee and it is a condition of the Contract that all goods/services/works covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptive particulars 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.

8. Indemnity
   * The Seller shall indemnify the Buyer 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 Seller, his subcontractors or the performance of the Contract or by the Seller's breach of the Contract or by the Seller's negligence, in respect of the Seller's negligence.

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 incurred by the Buyer as a result of or in connection with any gifts or favours, including any money, gifts or favours, or any other advantage that has been 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 to do something in the execution or the performance of the Contract or in connection with the Contract, or in connection with any other commercial transaction for which the Seller is responsible.

10. Cancellation
    * 2. 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;

11. Patents
    * The Seller shall fully indemnify the Buyer against any claim, demand, cost, charge and expenses arising from or incurred as a result of any infringement or alleged infringement of any intellectual property rights including but not limited to patents, registered designs, trade marks or trade names by the Buyer's use or sale of the goods/services/works provided by the Seller pursuant to the Contract and against all costs incurred thereby.

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.

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