

## CONDITIONS OF TENDER

### 1. Definitions

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

### 2. General requirements

- 2.1 All tenders shall be made strictly in accordance with the requirements of the Invitation to Tender and these Conditions of Tender. The NKF reserves the right not to consider and/or to reject any tender bid that has not been completed in the required format.
- 2.2 All tender bids and supporting information, documents and materials shall be submitted in the English language.
- 2.3 Individuals submitting a tender 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 tender bid must have the legal capacity and authorisation and be an ongoing business that is solvent.
- 2.4 Tender 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, Tenderers 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 tender bids

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

### 4. Delivery of tender bids

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

### 5. Validity periods

- 5.1 Tender bids may be withdrawn by submitting a written withdrawal request to the same address to which the bid was submitted prior to the Closing Date. Tender bids shall only be deemed to have been withdrawn when you receive written acknowledgement from us of such withdrawal.
- 5.2 Tender bids are irrevocable and valid for acceptance by NKF from the Closing Date until the expiry of the Tender Period.

5.3 Tender bids may be opened by NKF on or after the Closing Date and thereafter the NKF may accept any tender on or before the expiry of the Tender Period. The date of an acceptance letter from NKF to a Tenderer shall be the date on which a tender 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 Tender without being liable to the Tenderer for interest, damages or costs for tendering any reason for the withdrawal.

## **6. Evaluation of tender bids**

6.1 Where the Invitation to Tender specifies certain evaluation criteria, a tender bid may be checked against such criteria prior to being formally evaluated.

## **7. Acceptance of tender bid**

7.1 Neither the Invitation to Tender nor the submission of a tender bid shall in any way bind the NKF to any obligations and/or liabilities, to enter into a contract with the Tenderer, 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 tender bid, or part or all of any tender bid or assign any reason for rejecting any tender bid. The NKF reserves the right in the exercise of its absolute discretion to accept any part or all of any tender bid.

7.3 The Tenderer whose tender bid has been selected for acceptance shall be informed by a letter from the NKF sent to the Tenderer by hand, by AR Registered post or certified mail, return receipt requested, postage prepaid and addressed to the Tenderer at the address and contact particulars as set out in the Information about Tenderer. Such acceptance letter shall be deemed delivered to the Tenderer, if by hand, when delivered to the recipient's address, 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 tender bid, the successful Tenderer agrees and acknowledges that shall have been appointed a Contractor of NKF and the Letter of Acceptance, Conditions of Tender, 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 tender bid**

8.1 No part of any tender bid submitted shall be returned to the Tenderer.

## **9. Price quotations**

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

9.2 All prices quoted by the Tenderer shall represent the total cost to NKF and the Contractor shall not be entitled to any additional payment of any costs, 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 tender bid or subsequently

9.3 For the avoidance of doubt, all prices quoted by the Tenderer 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 Tenderer 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 tender bid and the subsequent provision of goods and/or services to the NKF in the event that the Tenderer's tender 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 tender upon written notice, at any time prior to the Closing Date. NKF shall use commercially reasonable efforts in notifying Tenderers who have submitted prior tender bids of such variation, modification and/or amendment.

## **11. Cost of tender bid**

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

## **12. Confidentiality**

12.1 The Tenderer shall keep confidential all documents and/or information in connection with the Invitation to Tender ("**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 Tenderer in connection with a tender bid (including price quotes), except with the prior written consent of the NKF.

## **13. Tender documents, materials and/or information**

13.1 All documents, materials and/or information disclosed by NKF in connection the Invitation to Tender ("**NKF Tender 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 Tender Documents are disclosed to the Tenderer strictly for the purpose of a Tenderer submitting a tender bid and the Tenderer undertakes not to use the NKF Tender Documents for any other purpose.

## **14. Disclaimers**

14.1 In no event shall the NKF accept any liability or responsibility for the adequacy, accuracy or completeness of the NKF Tender Documents. The NKF makes no representation or warranty (whether express or implied) with respect to the NKF Tender Documents or with respect to any written or oral information made or to be made available to Tenderers, 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 Tenderer. Each Tenderer is responsible for making its own independent evaluation before submitting a tender bid.

**15. Governing law and jurisdiction**

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

**Accepted By:**

Authorised Signature: \_\_\_\_\_

Signatory's name: \_\_\_\_\_ Signatory's title : \_\_\_\_\_

Tenderer's name: \_\_\_\_\_ Tenderer's stamp : \_\_\_\_\_