

QUOTATION REFERENCE: NPB000EAR20300176

Dear Sirs

INVITATION TO QUOTE FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF WATER BATH, DEWAR, SONICATOR AND BUNSEN BURNERS

1. You are invited to submit to the National Parks Board (the "Board") your quotation for the above as described in this Invitation to Quote.
2. You are advised to adopt National Wages Council's (NWC) recommendations on wage increment for the workers and to factor in such wage increases into your Quotation Price.
3. The closing date and time for submission of quotes is as stated in GeBIZ.
4. Any enquiry regarding this Invitation to Quote should be made directly to:

Name: Khoo-Woon Mui Hwang
Telephone: 64719929 / 91122698
Email address: Khoo-woon_mui_hwang@nparks.gov.sg

Yours faithfully

Khoo-Woon Mui Hwang
Senior Manager
National Parks Board

SECTION 1: INSTRUCTIONS ON SUBMISSION OF QUOTES

1 INTRODUCTION

- 1.1 This is an invitation to submit a quote for the supply, delivery, installation and commissioning of Water Bath, Dewar, Sonicator and Bunsen Burners.
- 1.2 Failure to comply with any of the instructions or requirements stated herein may result in the disqualification of the quotation submitted.

2 DOCUMENTS

- 2.1 This Invitation to Quote consists of the following documents:
 - (i) Section 1: Instructions on Submission of Quote;
 - (ii) Section 2: Quotation Conditions of Contract;
 - (iii) Section 3: Requirement Specifications; and
 - (iv) Attachment A: Summary of Charges.
- 2.2 The Board reserves the right to amend any terms in, or to issue supplementary terms to the Invitation to Quote at any time prior to the closing date and time for submission. Please check GeBIZ for any Corrigendum issued by the Board. All offers submitted will be deemed to have taken into account and incorporated the contents of the Corrigendum and no appeals on this basis shall be entertained.
- 2.3 It is your sole responsibility to ensure that you have downloaded a complete set of the documents forming the Invitation to Quote. If any discrepancy is found, or if you are in doubt as to the true meaning or intent of any part of the documents, you may seek clarification in writing from the Board up until three (3) working days before the closing date for submission of quotations, failing which the Board may disregard any such queries. Details of the contact person for clarification can be found in GeBIZ. No appeal will be entertained on the basis of any incomplete documents or misunderstanding of the documents. No oral representation shall be construed to modify or vary any of the provisions, terms or conditions of the Invitation to Quote.
- 2.4 For the avoidance of doubt, any reference to any particular trademark or trade name, patent design or type, or specific origin producer or supplier in this Invitation to Quote shall in no way be construed as an endorsement of the same, and shall be deemed to be a reference to its equivalent.

3 SUBMISSION OF OFFER

- 3.1 You should submit the following documents and/or samples (where applicable) as part of your offer before the closing date and time for submission as stated in GeBIZ:
 - (i) Attachment A (Summary of Charges);
 - (ii) Technical specifications of the supplied items;
 - (iii) Company track records; and
 - (iv) any other supporting documents, brochures, catalogues etc.

4. EVALUATION CRITERIA

- 4.1 Offers shall be evaluated based on price. In the event of a tie, the offer with the strongest track record shall be considered for award.

5 MODE OF SUBMISSION

- 5.1 All documents shall only be submitted via the Government Electronic Business System ("GeBIZ"). All supporting documents that you wish to submit must also be uploaded via GeBIZ.
- 5.2 Not in use
- 5.3 Offers that are not submitted in accordance with these Instructions on Submission of Quotes are liable to be rejected by the Board.

6 SUBMISSION AND VALIDITY OF OFFERS

- 6.1 The closing date and time for submission is as stated in GeBIZ. Any offer submitted after the closing date and time shall be automatically rejected. The Board shall not be liable for any failure of receipt of the offer, regardless of the reason for such failure. Please contact the helpline at GeBIZ for assistance or clarification where necessary.
- 6.2 Offers submitted are not allowed to be amended or withdrawn after the closing date for submission of offers.
- 6.3 Offers submitted shall remain valid for acceptance for 90 days from the closing date of submission, and shall not be withdrawn during that period.

7 PRICING AND GST

- 7.1 All prices submitted shall include any miscellaneous fees or charges including without limitation, custom fees, duties, levies, assessments, delivery charges, Electronic Road Pricing (ERP), transport, parking charges and overtime work. No additional claims in relation thereto will be entertained.
- 7.2 All rates or prices submitted shall exclude the Goods and Services Tax (GST) chargeable on the supply of Goods and/ or performance of Services required in this quotation.
- 7.3 If the Supplier is a taxable person under the GST Act, the Board will pay the Supplier, in addition to the rates and prices submitted, the GST chargeable on the supply of Goods and/or performance of Services provided pursuant to this quotation.
- 7.4 The Supplier shall declare his GST status in his submission. The Supplier shall clearly indicate whether he is, or whether he will be a taxable person under the GST Act and shall, if available, furnish the GST registration number to the Board.
- 7.5 A Supplier who declares himself to be a non-taxable person under the GST Act but who becomes a taxable person after the award of the quotation shall forthwith inform the Board of his change in GST status. The Supplier shall be entitled to claim from the Board any GST charged on the supply of Goods and/or performance of Services made by him after his change in GST status.

- 7.6 In the event that you submit an offer that is not in Singapore Dollars, the interbank cross rates shall apply to convert the offer into Singapore Dollars and the converted figure in Singapore Dollars shall be considered the offer submitted for the Board's consideration. The conversion rate used shall be the rate retrieved from the website of the Monetary Authority of Singapore on the closing date of this Invitation to Quote.
- 7.7 A Supplier who is not a resident in Singapore as defined under the Income Tax Act shall take note of the tax payable on all Singapore-sourced income to the Inland Revenue of Singapore ("Withholding Tax"). All fees payable to the Supplier shall be deemed to include the Withholding Tax and non-resident Suppliers need to price this into their offer. The Board shall compute and pay the Withholding Tax payable by the Supplier on their behalf. Non-resident Supplier are liable for all applicable taxes in Singapore and shall factor this in their offer.

8 ACCEPTANCE OF OFFER

- 8.1 The Board shall be under no obligation to accept the lowest or any offer.
- 8.2 If an offer is accepted, a Letter of Acceptance will be issued to the successful Supplier through GeBIZ. Such issuance of the Letter of Acceptance shall be deemed effective communication of acceptance and shall create a binding contract between the Board and the successful Supplier. The terms and conditions set out in the Quotation Conditions of Contract and the terms and conditions in the GeBIZ Terms and Conditions shall govern this Contract between the Board and the successful Supplier.
- 8.3 The Board reserves the right, unless the supplier expressly stipulates to the contrary in the quotation, of accepting such portion of each quotation as the Board may decide.
- 8.4 The quantity or value of Goods and/or Services stated herein is only an estimate and is without prejudice to the Board's right to purchase any quantity or value depending upon its requirement. The Supplier shall supply the quantity as stipulated in each Purchase Order issued by the Board based on the rates and prices submitted in his offer.
- 8.5 For the avoidance of doubt, until the Board issues the Letter of Acceptance, this document is not a contract and shall in no way be construed as creating any legally binding obligation to purchase any Goods and/or Services from any supplier; and shall not be construed as providing or implying that a contract will be entered into with any supplier.
- 8.6 In the event that an alternative offer which complies with the requirements of this Invitation to Quote is submitted, the Board may in its discretion evaluate such an alternative offer and accept the alternative offer in accordance with this Clause 8.

9 COMPLIANCE WITH INSTRUCTIONS

- 9.1 Any quotation which attempts to vary any of the terms and conditions in the Invitation to Quote (including the Quotation Conditions of Contract) shall be liable to be rejected. In consideration of the supplier agreeing to abide by these Instructions on Submission of Quotes, the Board agrees to evaluate the quotations fairly and in accordance with the said Instructions on Submission of Quotes.

SECTION 2: QUOTATION CONDITIONS OF CONTRACT

1 DEFINITION

Throughout this Invitation to Quote and any resultant Contract, unless the context otherwise requires, the following definitions shall apply:

- 1.1 “Board” means the National Parks Board, and includes any officer authorised to act on its behalf.
- 1.2 “Contract” means the contract between the Board and the successful Supplier formed upon the issuance of the Board’s Letter of Acceptance, and shall include Board’s ITQ Message, the Supplier’s Quote Message or offer (submitted through GeBIZ), the Instructions on Submission of Quote, Quotation Conditions of Contract, the Requirement Specifications and samples (if any), Letter of Acceptance, Purchase Order and any other documents comprising the Invitation to Quote or that the Parties expressly agree shall constitute part of the Contract, and all these documents taken together shall be deemed to form one contract and be complementary to one another.
- 1.3 “Party” means either the Board or the Supplier and “Parties” means both the Board and the Supplier.”
- 1.4 “Purchase Order” means any orders issued in writing by the Board to the Supplier for the supply of the Goods and/or performance of the Services, and the term “Purchase Order” shall be used interchangeably with the term “Invoicing Instructions”.
- 1.5 “Quotation Price” means the price exclusive of Goods and Services Tax payable to the Supplier for the full and proper performance by the Supplier of his obligations under the Contract.
- 1.6 “Goods” means all goods, including parts or units thereof, which the Supplier is required to supply under the Contract.
- 1.7 “Services” means the work which the Supplier is required to perform under the Contract.
- 1.8 “Supplier” means the person or company appointed by the Board to carry out the services or works pursuant to a quotation that has been submitted to and accepted by the Board.

2 SCOPE OF CONTRACT

- 2.1 The Contract shall come into force upon the issuance of the Letter of Acceptance. The Supplier shall commence the provision of Goods/Services from the date of award or such other date as may be specified in the Board’s Letter of Acceptance and shall continue providing the Goods/Services as specified in this Contract, unless terminated in accordance with the terms of this Contract.
- 2.2 The Supplier shall carry out and complete the supply of all items of Goods and/or perform the Services in accordance with the Contract. Unless otherwise stated in the Contract, all Goods shall be new and unused.
- 2.3 The Contract is not exclusive to the Supplier and the Board reserves the right to employ others to perform such part of the Services.
- 2.4 All orders for items of Goods to be supplied and/ or for Services to be performed under the Contract shall be given from time to time, in writing, by the Board, through the

issuance of a Purchase Order. All Purchase Orders shall clearly state the details and nature of the Goods to be supplied and/or the Services to be performed, and shall also state the amount, calculated at the rates in the Contract, that shall become due to the Supplier on the satisfactory completion of supply of all Goods and/or performance of the Services specified on such Purchase Order. On satisfactory completion of such supply the Supplier shall submit his invoice to the Board who shall certify the same for payment to the Supplier at the time and in the manner hereinafter provided.

- 2.5 On receipt of any Purchase Order the Supplier shall commence delivery of the Goods and/or performance of the Services referred to therein and complete the same within the time stipulated.

3 DELIVERY

The Supplier shall carry out and complete the supply of all items of Goods and/or perform Services in accordance with the Contract. The Board shall acknowledge receipt of delivery provided that the issuance of such receipt shall not relieve the Supplier from his responsibility for replacing defective or damaged Goods and/or rectifying deficient Services in accordance with the Contract.

4 WARRANTY

- 4.1 The Warranty Period shall commence on the date of receipt of the Goods and/or on the date of acceptance of the Services in Singapore, whichever the later. The length of the Warranty Period shall be minimum one(1) year or such period as agreed in writing.

- 4.2 Where during the Warranty Period, any Good is found to be:

- (i) defective in design, materials or workmanship; or
- (ii) not in accordance with the Contract or any specifications incorporated in the Contract by written agreement; or
- (iii) having been installed, operated, stored and maintained or otherwise used in accordance with the written instructions of the Supplier, fails to function properly or fails to meet any performance guarantees or specifications published by the Supplier;

then unless it is shown that the foregoing is caused solely by improper use or mishandling by the Board, the Supplier shall, at its own expense (including transportation costs), at the written notification of the Board, replace, rectify or completely repair the damaged or defective Good(s). The Supplier may, in lieu thereof, elect to replace the damaged or defective Good(s).

- 4.3 If any Service performed is found during the Warranty Period to be deficient, the Supplier shall at the written notification of the Board, rectify the same, at the expense of the Supplier within thirty (30) days of receipt of the Board's written notification or within such time as mutually agreed in writing between parties.

- 4.4 If the Supplier fails to comply with such written notice from the Board, the Board shall have the right to purchase replacements elsewhere or to make good the defect or other fault in the Goods and/or Services so affected in any manner it deems necessary, in which case the cost thereby incurred by the Board shall be recoverable from the Supplier by deducting from any money payable to the Supplier by the Board, and/or be recoverable as a debt from the Supplier.

5 PAYMENT

- 5.1 The Board shall pay the Supplier within **30** days from the date of delivery of the Goods and/or performance of the Services, or from the date of the receipt of the invoice from the Supplier, whichever is later, provided that no payment shall be considered as evidence of the quality of any Goods and/or Services to which such payments relate, nor shall it relieve the Supplier from his responsibilities under Clause 4 of the Quotation Conditions of Contract. The Board shall not pay for any other expenses or costs of whatsoever nature other than as set forth in this Contract.
- 5.2 Any payment made to the Supplier shall not prejudice the Board's right to reject deficient Services or the Supplier's responsibility to re-perform deficient Services. The Board reserves the right to reject any claim for payment (whether in whole or in part) that it determines in its absolute discretion not to be in accordance with the provisions of this Contract. If any item or part of an item of an invoice rendered by the Supplier is disputed or subject to question by the Board, the Board shall make payment of that part of the invoice which is not contested.
- 5.3 In the event that the Building and Construction Industry Security of Payments Act ("SOPA") applies to this Contract, payment and any disputes in relation thereto under this Contract shall be made and managed in accordance with the SOPA. The Board shall provide a payment response within 21 days upon receipt of an acceptable payment claim from the Supplier. For the avoidance of doubt, this Clause 5 shall be read together with and be complementary to the SOPA and if there is any contradiction or inconsistency between this Contract and the SOPA, the SOPA shall prevail.

6 PERFORMANCE OF CONTRACT

- 6.1 The Supplier shall perform his obligations and carry out the Services (including the supply of any Goods) in accordance with the Requirement Specifications and the Contract upon issuance of the Letter of Acceptance, and shall at his own cost and expense, re-perform deficient Services and/or replace damaged or defective Goods as may be required by the Board until the Services are completed to the Board's satisfaction. For the avoidance of doubt, the Board's decision with regard to the condition of the Goods supplied and/ or quality of the Services provided shall be final.
- 6.2 The Supplier shall not sub-contract or assign the Contract without the prior written consent of the Board.

7 TITLE AND RISK

- 7.1 Where Goods are supplied under the Contract, title to the Goods shall pass from the Supplier to the Board upon delivery.
- 7.2 Risk of loss or damage to the Goods shall be borne by the Supplier from the time the Goods are received by the Supplier for the purpose of modification, replacement, repair or rectification until the completed Goods are delivered to the Board.

8 FAILURE TO PERFORM

- 8.1 If there is delay in the delivery of any item of Goods and/or performance of Services under the Contract due to a Force Majeure event, then the Supplier shall for the duration of the Force Majeure event, be relieved of his obligation to deliver any such Goods and/ or Services thereby affected and be given such extension of time in respect of the performance of the affected obligation(s) as may be reasonable having regard to the duration of the Force Majeure event, the effect of the Force Majeure event on the Supplier's operations and the Supplier's duty to mitigate the consequences of any delay caused by the Force Majeure event. The provisions of the Contract shall remain in full force in regard to any Goods and/ or Services not affected by such circumstances aforesaid. If the extensions of time granted under this clause exceed a period of thirty (30) days in the aggregate, the Board may terminate this Contract by giving seven (7) days' prior written notice to the Supplier without being liable thereto in damages or compensation.
- 8.2 For the purposes of this clause, a "Force Majeure" event shall mean acts of God, force majeure, riots and civil commotions, strikes, lock-outs or other labour disturbances or other causes or perils beyond the Supplier's control which will operate to frustrate the Contract.
- 8.3 If the Supplier fails to deliver any item of Goods and/ or perform any Service by the date specified in the Contract or the Purchase Order, or the Supplier defaults in his performance of the Contract, or fails to complete the supply of Goods and/ or Services within the time stipulated in the Contract or the Purchase Order, or fails to comply with any of the terms or conditions of the Contract for any reason other than as stated in Clause 8.1 above, the Board shall have the right –
- (i) to cancel the Purchase Order or all or any such items of Goods and/or Services from the Contract or terminate the Contract without compensation to the Supplier and obtain them from other sources or employ other persons to supply the Goods and/or perform the Services, and all increased costs thereby incurred shall be payable by the Supplier or deducted from any moneys due or to become due to the Supplier or shall be recoverable as damages; or
 - (ii) to deduct from any moneys due or to become due to the Supplier or require the Supplier to pay, liquidated damages in accordance with Clause 8.4 below.
- 8.4 In imposing liquidated damages against the Supplier for breach or default of any of the terms of the Contract or the Purchase Order pursuant to its rights under Clause 8.3(ii), the Board shall have the right to impose liquidated damages at 1% of the affected items of the Purchase Order for every day of delay in respect of each occasion of non-compliance of any term of the Contract or the Purchase Order, including Sundays and Public Holidays, during which the Goods are not delivered and/ or the said Services remain uncompleted, or the default is not rectified, until the Goods are delivered and/ or the Services are performed to the Board's satisfaction. The cumulative amount of liquidated damages payable by the Supplier under the Contract shall not exceed ten percent (10%) of the Quotation Price.
- 8.5 The Board's right to impose liquidated damages on the Supplier under this clause shall be in addition to and without prejudice to any other rights, remedies or causes of action available to the Board.
- 8.6 In the event of termination of this Contract by the Board pursuant to Clause 8.1 or 8.3 above, the Supplier shall forthwith deliver to the Board all Goods (if any) prepared in connection with the Goods and/ or Services which have been agreed upon prior thereto up to and including the date of termination. Termination of the Contract shall not prejudice or affect the accrued rights and liabilities of either party to this Contract.

9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 Nothing in this Contract shall affect any person's right to own or licence Background Intellectual Property ("Background IP"). For the avoidance of doubt, all Background IP in the Contract documentation, including the documents forming part of the Invitation to Quote, is and shall remain owned by the Board solely. For the purpose of this Contract, "Background IP" means intellectual property which is created prior to or independently of this Contract and "Foreground Intellectual Property" or "Foreground IP" means intellectual property which results from or is generated pursuant to or for the purpose of this Contract.
- 9.2 All Foreground IP created by the Supplier, its subcontractor or supplier shall vest solely in the Board. For the avoidance of doubt, the IP in all documents prepared by the Supplier in connection with the Contract either in their original form or in a form, which is the result of modification made to the original form shall belong to the Board. The Supplier shall, by way of present assignment of future intellectual property, do all things necessary to ensure that all Foreground IP is assigned to the Board absolutely. The Supplier shall do all such things and to sign and execute all such documents as may reasonably be required in order to perfect, protect or enforce any of the Foreground IP assigned and granted to the Board.
- 9.3 The Supplier shall obtain for and grant to the Board and its agent, free of any additional charge, a perpetual, non-exclusive licence, to use in Singapore all Background IP owned by or licensed to the Supplier, its subcontractor or supplier.
- 9.4 For the avoidance of doubt, any intellectual property in any results, report, data or information generated or produced by the Board or another person on behalf of the Board as a result of this Contract shall be owned by the Board.
- 9.5 If the Supplier, its subcontractor or supplier intends to sell or transfer their Background IP, the Supplier shall ensure that the purchaser of the Background IP and every successor in title to the interest in the Background IP has prior written notice of the licence that the Supplier, its subcontractor or supplier has granted to the Board.
- 9.6 If any licence granted or obtained for Background IP under this clause is registrable under any intellectual property registration system in Singapore, the Supplier shall:
- (i) register the licence under the intellectual property registration system in Singapore; and
 - (ii) deliver copies of documentary proof of such licence registration to the Board as soon as possible.
- 9.7 All intellectual property rights, including without limitation all copyrights, design rights, trade marks and trade names of the Board which are used or reproduced in relation to the supply of Goods and/ or performance of Services hereunder (including without limitation any adaptation or derivative works), are and shall remain the exclusive property of the Board. The Supplier undertakes to use the Board's intellectual property rights only in the manner and style approved by the Board in writing in connection with the supply of Goods and/or performance of Services and not to use or reproduce such intellectual property rights for any other purpose or allow or assist any other person in doing so without the prior written approval of the Board.

10 CONFIDENTIALITY

- 10.1 Except with the written consent of the Board, the Supplier shall not disclose the Contract or any purchases made and/or services rendered pursuant to this Contract and any provisions thereof or any information issued or furnished by or on behalf of the Board in connection therewith to any person.
- 10.2 In addition to the foregoing, the Supplier shall not make use of any information obtained directly or indirectly from the Board or compiled or generated by the Supplier in the course of this Contract which pertains to or is derived from such information, other than for the purposes of this Contract, without the prior written consent of the Board.
- 10.3 The Supplier shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the Board.

11 BOARD TO BE INDEMNIFIED AGAINST CLAIMS

- 11.1 Without prejudice to his liabilities in regard to completing the Services, the Supplier shall be liable for and shall indemnify and keep the Board fully indemnified against any claims, proceedings, damages, expenses, liabilities, losses or costs (including legal costs) whether direct, indirect or consequential, in respect of the following:
- (i) Any personal injury to or death of any person (including the employees of the Board and any staff, employee, servant or agent of the Supplier) howsoever arising out of, in the course of or by reason of the performance of the Services;
 - (ii) Damage to or loss of any kind to any property real or personal (including any property of the Board and any statutory or public authorities) insofar as such damage or loss arises out of or in the course of or by reason of the performance of the Services; and
 - (iii) Infringement or alleged infringement or violation of any intellectual property rights in the Goods and/or Services. In this respect, the Supplier warrants that the Goods and/or Services provided and processes used in such provision do not infringe any confidentiality undertaking or intellectual property rights.

PROVIDED ALWAYS that the same is not due solely to any gross negligence or wilful default of the Board or of any person for whom the Board is responsible.

12 INSURANCE

- 12.1 Without prejudice to his liabilities to indemnify the Board, the Supplier shall, at his own cost and expense, before commencing any work under this Contract, take out and maintain any insurance which he considers necessary to cover any risks that may be present in the delivery of the Goods and/or performance of the Services.
- 12.2 In the event that the Supplier or any sub-contractor, directly or indirectly defaults in insuring (including any deficiency of any insurance amount) or continuing to insure as provided in this Contract hereof, the Board shall not be under any liability to the Supplier for any loss or damage to the Supplier that may arise therefrom and the Board shall have the right to insure itself against any risk with respect to which the default

shall have occurred and all costs and expenses thereof shall be recoverable from the Supplier in accordance with this Contract.

13 SUSPENSION OR TERMINATION

- 13.1 The Board shall, after giving seven (7) days prior written notice to the Supplier, have the right to suspend or terminate the Contract if the Board is affected by any state of war, Act of God or other circumstances seriously disrupting public safety, peace or good order of the Republic of Singapore. Neither the Board nor the Supplier shall be liable to the other by reason of such suspension or termination save that the Board shall pay the Supplier the price of the Goods delivered and/or Services performed and as accepted by the Board up to and including the date of written notice of termination or suspension. The Board shall have title to such Goods delivered and accepted. The Supplier shall refund the balance of any payments or deposits made after deducting any outstanding sums owing by the Board to the Supplier by reason of this clause.

14 GIFTS, INDUCEMENTS AND REWARDS

- 14.1 The Board may terminate the Contract and recover from the Supplier the amount of any loss resulting from such termination, if the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract with the Board or for showing or forbearing to show any favour to any person in relation to any Contract with the Board, or if the like acts shall have been done by any person employed by the Supplier or acting on his behalf (whether with or without the knowledge of the Supplier) or if in relation to any Contract with the Board the Supplier or any person employed by him or acting on his behalf shall have committed any offence under Chapter IX of the Penal Code or Prevention of Corruption Act or shall have abetted or attempted to commit such an offence or shall have given any fee or reward the receipt of which is an offence under Chapter IX of the Penal Code or the Prevention of Corruption Act.

15 RIGHTS OF THIRD PARTIES

- 15.1 Save as expressly provided in the Contract, any person who is not a party to the Contract shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of its terms.

16 VARIATION

- 16.1 No variation whether oral or otherwise, to the terms of this Contract shall apply thereto unless such variation shall have first been expressly accepted in writing by the Board and the Supplier.

17 SURVIVAL

- 17.1 Without prejudice to such provisions which survive the termination of this Contract by operation of law, the provisions of Clauses 4, 5, 8, 9, 10 and 11 shall continue in force in accordance with their terms, notwithstanding the termination of this Contract for any reason.

18 APPLICABLE LAW

- 18.1 The Contract shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose.
- 18.2 No failure or delay by the Board in exercising any right, power or remedy under the Contract shall operate as a waiver of that or any other right, power or remedy.

19. OPTION TO PURCHASE

- 19.1 Where there are optional item(s) specified in Attachment A of this Contract, the Supplier shall grant the Board the option to purchase the said item(s) ("the Option to Purchase"). The Option to Purchase shall be solely exercisable by the Board through the issuance of a Purchase Order to the Supplier within the duration of the Contract. If the Board exercises the Option to Purchase, the item(s) purchased shall form part of the Goods/Services defined in the Contract and unless specifically agreed between the Board and the Supplier, shall be subject to the same terms and conditions (inclusive of any amendments).
- 19.2 The Option to Purchase may be exercisable by the Board in whole or in part.
- 19.3 The Board may exercise the Option to Purchase in as many phases as it deems fit as long as the Board exercises any phase within the duration of the Contract, and the cumulative quantity of the item(s) purchased does not exceed the maximum quantity specified in Attachment A of this Contract.

SECTION 3: REQUIREMENT SPECIFICATIONS

SPECIFICATIONS FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF WATER BATH, DEWAR, SONICATOR AND BUNSEN BURNERS

1. SCOPE OF WORK

- 1.1 The Supplier shall commence the provision of Goods/Services from the date of award or such other date as may be specified in the Board's Letter of Acceptance and shall continue providing the Goods/Services as specified in this Contract unless terminated in accordance with the terms of this Contract.
- 1.2 The services required by the Board include the supply, delivery, installation and commissioning of:
 - i) Water bath
 - ii) Dewar
 - iii) Sonicator
 - iv) Bunsen burners

2. MATERIALS SPECIFICATIONS

i) Water Bath

- a. The water bath shall be made of corrosion-resistant stainless steel material with heating elements located underneath deep-drawn ribs to eliminate lime deposits on heating elements.
- b. The water bath shall have heating from three sides to ensure optimal temperature uniformity.
- c. External dimensions shall not be more than 600(W) x 450(D) x 450(H) mm inclusive of cover.
- d. Internal dimensions shall be at least 350(W) x 250(D) x 200(H) mm.
- e. The water bath shall have a capacity of 20 to 25 Litres.
- f. The water bath shall have a working temperature range of between 5°C above ambient up to +95°C with additional boiling mode.
- g. The water bath shall have safety features such as switching off the heating element at approximately 10°C above set temperature and shut down the system if temperature exceeds 135°C+/-1°C.
- h. The water bath shall have digital display (LED) of set and actual temperature.
- i. The water bath shall come with a stainless steel gable cover and a drainage outlet for discharging of water.
- j. Supplier shall provide qualified and competent technical personnel for any repair services and/or rectification work during the warranty period.

ii) Dewar

- a. The cryogenic liquid dewar shall be suitable for both vapour shipment and liquid storage.
- b. The dewar shall be made of strong, lightweight aluminium construction.
- c. The dewar shall have a hydrophobic liquid nitrogen absorbent system within the tank for absorbing and preventing spillage of nitrogen.
- d. The dewar shall not be larger than 550(H) and 260(Diameter) mm.
- e. The dewar shall be able to accommodate at least 6 canisters. Each canister shall hold 1 to 2 or more centrifuge tubes of 50ml each.

- f. The dewar shall have a liquid nitrogen capacity of at least 10Litres and vapor capacity of at least 3Litres with static evaporation rate of not more than 0.2Litre per day.
- g. The dewar shall weigh not more than 15kg when fully filled with liquid nitrogen or not more than 9kg when fully charged with vapor.
- h. The working duration (hold time) for liquid and vapor shall be at least 35 days or 15 days respectively.
- i. The dewar shall be mounted with a data logger for monitoring of temperature.
- j. The data logger shall have LCD display and connector for remote PT100 sensor with a temperature range of -200 to +120°C and visual alarm.
- k. The dewar shall have a protector cover and padded shoulder strap backpack for easy carrying.
- l. Supplier shall provide qualified and competent technical personnel for any repair services and/or rectification work during the warranty period.

iii) Sonicator

- a. The sonicator's external dimension shall not be more than 390(W) X 330(D) X 350(H) mm.
- b. The tank size shall not be less than 330(W) X 300(D) X 150(H) mm.
- c. The net weight shall not be more than 12kg.
- e. The sonicator shall have adjustable timer; Range of 0 to 99 mins or higher.
- f. The sonicator shall have a capacity of at least 15L.
- g. The sonicator shall be able to cover the temperature range of 40°F above ambient up to 155°F or better
- h. The system frequencies range shall be range between 30 kHz to 60 kHz. Adjustable frequency (low and high) is preferred.
- i. The sonicator shall come with a drain valve and one soft hose tubing for the drainage valve.
- j. The sonicator shall come with a cover.
- k. The sonicator shall have support rack and basket for it to be fully functional for our usage.
- l. The sonicator is preferred to have a de-gas function.
- m. A demo unit shall preferably be available for viewing/evaluation when requested
- n. Supplier shall provide qualified and competent technical personnel for any repair services and/or rectification work during the warranty period.

iv) Bunsen Burners

- a. The Bunsen Burner shall be equipped with graphical user interface, flame monitor and overheating protection.
- b. The burner shall have options for three operation modes such as foot switch, button or sensor.
- c. The burner shall be certified with the appropriate safety standards by relevant authority where applicable.
- d. The burner shall have adjustable burning time and removable burner head.
- e. The burner shall be supplied together with mains adapter, nozzles compatible for City gas usage and adapter for standard gas hose with inner diameter 10mm.
- f. The burner shall automatically shut off after a user-defined maximum burning time is reached to eliminate any danger if the unit is unintentionally left on.
- g. The burner shall come with windshield.
- h. Supplier shall provide qualified and competent technical personnel for any repair services and/or rectification work during the warranty period.
- i. Vendor must be certified and authorised to install the burner to the laboratory's City gas system and provide the necessary documentation if applicable.
- i. A demo unit shall preferably be available for viewing/evaluation when requested.

3. INSTALLATION

- 3.1 The supplier shall provide all necessary test equipment, instruments and labour for the delivery, installation, testing and commissioning of the proposed items.
- 3.2 The supplier shall provide qualified and competent technical personnel during all installation and commissioning work.
- 3.3 The supplier shall complete the installation, testing and commissioning of the system within TWELVE (12) weeks upon issuance of PO.

4. WARRANTY AND GUARANTEE

- 4.1 All equipment shall have a minimum one (1) year warranty.
- 4.2 Supplier shall provide qualified and competent technical personnel for any repair services and/or rectification work during the warranty period.

ATTACHMENT A TO THE INVITATION TO QUOTE
SUMMARY OF CHARGES AND DELIVERY SCHEDULE

Name of Firm/ Company: _____

We have adopted National Wages Council's (NWC) recommendations on wage increment and have factored in such wage increases into our Offer, if applicable.

We declare we are a taxable / non-taxable* person within the meaning of the Goods and Services Tax Act. (**please delete accordingly*)

The fees and charges of the Supplier are as follows:

ITEM	DESCRIPTION	DELIVERY DATE BY	QUANTITY	UNIT RATE** (S\$)	TOTAL PRICE** (S\$)
1.	Supply, Delivery, Installation and Commissioning of Water bath	As stated in Section 3 /Clause 3.3	1 number	S\$	S\$
2.	Supply, Delivery, Installation and Commissioning of Dewar		1 number	S\$	S\$
3.	Supply, Delivery, Installation and Commissioning of Sonicator		1 number	S\$	S\$
4.	Supply, Delivery, Installation and Commissioning of Bunsen Burners		2 numbers	S\$	S\$
5.	OTHER ITEM OF WORK AND/OR SERVICE NOT INCLUDED IN ITEMS ABOVE BUT WHICH ARE NECESSARY FOR THE FULL AND SATISFACTORY COMPLETION OF THE WORKS. (Supplier to submit itemised breakdown of cost for this item, if applicable)				S\$
			TOTAL SUM		S\$

**All amounts quoted shall be exclusive of GST.

PLEASE FILL IN AND COMPLETE ATTACHMENT A AND SUBMIT IT TOGETHER WITH YOUR RESPONSE VIA GEBIZ.