

REQUEST FOR PROPOSAL FOR REPLACEMENT OF BLK 20 AIRCONS**SECTION 4 PART C: STATEMENTS OF COMPLIANCE****SECTION 4 PART C(1): UNDERTAKING OF COMPLIANCE WITH STANDARD CONDITIONS OF RFP**

To: Insert name of Employer ("Employer")
 Insert address

REQUEST FOR PROPOSAL NO: _____ ("RFP")

- a. We, _____ (state name of Vendor) ("**Vendor**") having our registered _____ address _____ at _____ **insert registered address of the Vendor or if the Vendor is a Consortium, the registered address of each member of the Consortium* hereby submit this Proposal upon and subject to all the terms and conditions in the RFP Documents (as defined in the RFP).
- b. We declare that our Proposal is fully consistent with and does not contradict or derogate from anything in the RFP Documents except as expressly stated herein in our submission of Parts C(2) and C(3) of **Section 4**. We acknowledge and agree that you are entitled to reject our Proposal if it is incomplete or contains inaccurate information or not duly signed or completed in the format required under the RFP Documents.
- c. Having examined and being fully familiar with all the provisions of the RFP Documents and any and all Corrigendum made to it and the nature and scope of the obligations to be undertaken by us, we offer to undertake the Project in full compliance with all requirements of the RFP Documents except as indicated in our submission of the Statements of Compliance in Parts C(2) and C(3) of **Section 4** with such revisions and amendments thereto (if any) as agreed between us and the Employer.
- d. We declare that we have read and understood the RFP Documents issued to us and we agree to fully comply with and be bound by the terms and conditions of the RFP Documents.
- e. We confirm that the information submitted by us in our Proposal is true, complete and not misleading in all respects and we have not suppressed any information or particulars required under the RFP Documents. We authorise and permit the Employer and its Advisors to make direct enquiries to any person, firm, officer or organisation named in the Proposal, and carry out investigations, to verify the information submitted and/or our financial capability and technical expertise to undertake the Project.
- f. We agree that our Proposal constitutes our firm, irrevocable offer that is binding upon us and will remain valid during the Proposal Validity Period and that the Proposal Validity Period may be extended at the request of the Employer in accordance with **Clause 6.4** of the Standard Conditions of RFP.
- g. We understand that the Employer is not obliged to accept our Proposal and may at any time
- NUHS/ALEX-RFP-22-0016/Section 4 Part C

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reject our Proposal. We further understand that Employer may terminate the RFP process or exercise any of its other rights under **Clause 6A.1** of the Standard Conditions of RFP, at its sole and absolute discretion, without providing reasons. We will accept the Employer's decision in its selection of the successful Vendor as final and we undertake not to appeal against the decision (directly or indirectly). No claims whatsoever will be made by us against the Employer and its Advisors pursuant to or arising from the RFP process (including any decision to terminate the RFP process or not to proceed with the Project) and we hereby waive all our rights to make any such claims.

- h. We undertake that we will remain bound by our Proposal during the Proposal Validity Period and will not withdraw or alter (or seek to withdraw or alter) any part of our Proposal. We understand that any withdrawal or alteration of our Proposal proposed or contemplated by us may be considered and treated by the Employer to be a withdrawal of our Proposal.
- i. In the event that we are invited by the Employer, we agree to attend any meeting(s) at our own costs with the Employer to present and clarify our Proposal and discuss in good faith any technical, commercial and legal issues of our Proposal.
- j. We undertake to use our best endeavours to pursue discussions with the Employer diligently and in good faith to resolve any outstanding issues in respect of our Proposal. We acknowledge that the Employer may pursue discussions with any other Vendors concurrently with our discussions and that at any time our discussions may be terminated.
- k. In the event we are selected as the successful Vendor, we shall:
 - (a) provide the Security Deposit or Performance Guarantee (as the case may be) in accordance with the Letter of Award; and
 - (b) execute two (2) sets of the Contract within fourteen (14) working days of the Employer's presentation to us of the Contract for signing, and we shall return one (1) duly signed and witnessed original copy of the Contract to the Employer's Materials Management Department within the same fourteen (14) working days period.
- l. However, until the formal Contract is executed, on and from the date of the Letter of Award, the Letter of Award, shall constitute a binding contract between us and the Employer. If we fail to execute the formal Contract within fourteen (14) working days of the Employer's presentation to us of the Contract for signing, the Employer shall at any time thereafter be entitled to terminate the Letter of Award by giving seven (7) days' prior written notice to us and upon such termination the Employer shall not be liable to pay us, and we hereby waive all our rights and remedies (whether under the Letter of Award, at law, in equity or otherwise) to recover from the Employer, any compensation for any losses, damages, costs and expenses (including direct or indirect loss or profits or revenue) suffered or incurred by us arising from or in connection with such termination.
- m. We understand and agree that all costs and expenses whatsoever incurred by us arising from or in connection with the preparation of our Proposal and our participation in the RFP process are to be borne by us.

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- n. All correspondence may be sent to us by hand, courier or email to the address and attention to the person set out below:

****Note: Vendor to insert address, email address and name of person to whom the correspondence is to be addressed.***

- o. We confirm that our Lead Member _____
**insert name* is fully authorised by each of the undersigned entities, to act and agree on all matters relating to our Proposal (including agreeing to all or any part of the Letter of Award or Contract).

****Note: Vendor to include this statement where the Vendor is a Consortium.***

- p. Unless the context otherwise requires, capitalised terms herein shall have the meanings attributed to them in the RFP Documents.

Name/ Signature:

Date:

Vendor:

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SECTION 4 PART C: STATEMENTS OF COMPLIANCE

SECTION 4 PART C(2): COMPLIANCE WITH CONDITIONS OF CONTRACT

To: **Insert name of Employer ("Employer")**

Insert address

We, _____ (state name of Vendor) ("**Vendor**") having our registered address _____ at _____

____ **insert registered address of the Vendor or if the Vendor is a Consortium, the registered address of each member of the Consortium* hereby acknowledge, agree and confirm our acceptance of, and that our Proposal shall be subject to, the terms and conditions of the Conditions of Contract except as noted below. *(If none, indicate "NONE". However, if you fail to indicate "NONE", it shall be deemed that you comply and the proposal shall be evaluated accordingly. List specific exceptions, if any, below by page, paragraph, and line references. Attach additional pages as necessary. Do not submit Vendor's terms and conditions as blanket replacement of the Conditions of Contract.)*

Name/ Signature:

Date:

Designation of Office held:

Vendor:

REQUEST FOR PROPOSAL FOR REPLACEMENT OF BLK 20 AIRCONS**SECTION 4 PART C: STATEMENTS OF COMPLIANCE****SECTION 4 PART C(3): COMPLIANCE WITH REQUIREMENTS AND SPECIFICATIONS**

1. Please indicate clearly below your compliance/non-compliance with each clause of the Requirements and Specifications. Any non-compliance with the Requirements and Specifications is as stated in the table below, together with accompanying reasons for such non-compliance in the 'Remarks' column or in a separate sheet attached to this Section.
2. Where the non-compliance is in relation to technical, procedural or methodological requirements, the Vendor has proposed alternatives and will satisfy the Employer that the alternative technical specifications, procedures or methodologies proposed are equivalent to or better than the specifications required and that they are interchangeable. Where the Vendor fails to satisfy the Employer in the manner above, the Proposal is liable to be rejected.

Requirements and Specification Sections	Yes	No	Remarks
Section 3A.1: Requirements and Specifications (Employer)			
Section 3A.2: Preliminaries (Standard Preliminaries and Supplementary Preliminaries)			
Section 3A.3: Preambles			
Section 3A.4: Employer's House Rules			
Section 3A-5: Infection Control Requirements			

 Signature

 Full Name in BLOCKS

 Designation

 Date

 Name of Vendor Company

REQUEST FOR PROPOSAL FOR REPLACEMENT OF BLK 20 AIRCONS**SECTION 4 PART C: STATEMENTS OF COMPLIANCE****SECTION 4 PART C(4): UNDERTAKING TO SAFEGUARD CONFIDENTIAL INFORMATION****To: Insert name of Employer ("Employer")**

Insert address

1. We understand that the information contained in this RFP including any specifications, plans, drawings, patterns, samples and all Project Information (the "**Confidential Information**") is of a strictly secret and confidential nature and shall be strictly for the purpose of enabling us to assess the opportunity to participate in the RFP, and should our Proposal be successful, undertake the Project ("**Authorised Purpose**").
2. We undertake to use the Confidential Information for the Authorised Purpose only and shall not copy, duplicate, reproduce, adapt, modify, disclose, divulge, publish, circulate, distribute or in any way sell, license or permit the use of the contents of the Confidential Information, whether in whole or in part without the prior written consent of the Employer.
3. We undertake not to use any of the Confidential Information in any way either for our own benefit or for the benefit of any person, organisation or company except for the Authorised Purpose only.
4. We shall not:
 - (a) disclose, provide or otherwise make available any Confidential Information to any person, organisation or company other than to our designated officers, employees, and advisors (collectively, "**Recipient's Employees**") to whom such disclosure is necessary for the Authorised Purpose, provided that they are first advised of this undertaking and the Recipient's Employees agree to be bound thereby, as the recipient of such Confidential Information; and
 - (b) whether for profit or otherwise, without the prior written consent of the Employer, make any announcement or disclose to any person either the fact that we are considering or that discussions or negotiations are taking place concerning our participation or potential participation in the Project, or any terms, conditions or arrangements discussed for or in relation to such participation or potential participation and/or the Authorised Purpose. We agree that we will adhere to the requirements and instructions of the Employer as to the timing, contents and manner of making any such announcement or disclosure.
5. In the event that we and/or the Recipient's Employees are obligated to disclose any Confidential Information as a result of a court order or pursuant to governmental action or requirement of any competent governmental or statutory authority, we shall immediately inform the Employer so that the Employer is given an opportunity to raise to the relevant authority requiring such disclosure the Employer's objections to such disclosures and/or to seek an appropriate protective order or other remedy. We shall provide such cooperation to the Employer and shall consult with the Employer in respect of any steps to be taken to narrow the scope of such request or legal process. Should any such objection, application for protective order or remedy be unsuccessful, we and/or Recipient's Employees so obligated to disclose Confidential Information may disclose such Confidential Information but only to the limited extent required by the relevant court order, governmental action, requirement or rules or regulations.

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6. We acknowledge and agree that the Confidential Information is the sole property of the Employer and all title, rights and interest in the Confidential Information remain vested in the Employer.
7. Nothing contained in this undertaking shall be construed as granting or conferring any rights, title, interest, licenses or otherwise in the Confidential Information except for the use of such Confidential Information solely for the Authorised Purpose.
8. The provision to us of any Confidential Information does not imply any obligation, legal or otherwise, on the part of the Employer to enter into or complete the transaction with us with respect to our proposed participation in the bid for the Project and should our bid be successful, the Project or any other transaction whatsoever.
9. Upon written demand by the Employer, we shall immediately deliver and return all copies of the Confidential Information that are in tangible form to the Employer and/or destroy all copies of the Confidential Information that are in intangible form and certify in writing to the Employer the destruction of all such copies.
10. Such return or destruction will not affect our obligations to keep the Confidential Information confidential under the terms of this undertaking.
11. We hereby accept full responsibility and liability for and will fully indemnify the Employer from and against all claims, actions, judgements, losses, costs, expenses, losses or damages (including, without limitation to, legal expenses on a full indemnity basis) which may arise directly or indirectly from or in connection with any breach of this undertaking by us and/or each and any of the Recipient's Employees.
12. It is agreed and understood that in the event of a breach of this undertaking, damages may not be an adequate remedy and the Employer shall be entitled to injunctive relief or specific performance as well as any other applicable remedies at law or in equity to restrain any such breach (threatened or actual).
13. This undertaking shall commence from the date hereof and shall be in force for a duration of six (6) years from the date of this undertaking. Notwithstanding the aforesaid, paragraphs 6 to 8 (including the undertakings therein) and 11 shall survive the termination of the RFP.
14. We acknowledge that the Employer does not make any representation or warranty, express or implied, in respect of the completeness, relevancy, reliability, accuracy and/or adequacy of the Confidential Information. We further acknowledge that the Employer does not accept responsibility or liability (express or implied) relating to or resulting from the use of or reliance on the Confidential Information by us and/or any Recipient's Employees or for any errors, inaccuracies, omissions, mis-statements, mis-interpretation, negligence or otherwise, with respect to the Confidential Information and that the Employer expressly disclaims any and all such responsibility and liability (including, but not limited to, any direct, indirect or consequential loss or damage suffered by us and/or Recipient's Employees).

 Signature

 Full Name in BLOCKS

 Designation

 Date

 Name of Vendor Company