



REQUEST FOR PROPOSAL

PROCUREMENT OF 2-IN-1 TOUCHSCREEN LAPTOPS
FOR HOME NURSING FOUNDATION

TENDER NUMBER: HNF/2020/01

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1. Executive Summary

Founded in 1976, Home Nursing Foundation (HNF) is one of the oldest and most established charities that provides home healthcare services in Singapore. We deliver comprehensive and patient-centric programmes that address patients' clinical, financial and psychosocial needs, via a multi-disciplinary team approach. The intent is to care and support them in the comfort of their own homes for as long as possible.

HNF has a sizeable mobile workforce who are equipped with laptops and tablets for their daily operation. As part of technology refresh initiatives, we are replacing bulk of the older laptops and tablets with the new 2-in-1 Touchscreen laptop. This aims to increase their productivity from a faster performance equipment and increase their mobility from a lighter-weight portable equipment as a strategy moving forward.

The proposed 2-in-1 Touchscreen laptop should run on Intel chipset with LTE support and be fully compatible with Microsoft operating environment. It should bundle with Microsoft Complete for Business warranty which includes Extends Hardware Service Coverage (EHS) and Accidental Damage Protection with limits to two claims per warranty period over a total warranty period of four years.

2. General Information

2.1 Purpose

The purpose of this Request for Proposal (RFP) is to invite prospective Bidders to submit a proposal for the supply of MICROSOFT SURFACE PRO LTE INTEL CORE I5-7300U, 7th GEN Processor Touchscreen laptop with four years hardware warranty and accidental damage. The total minimum committed quantity is Fifty-Seven [57] units across all items (excluding optional items unless HNF decide to purchase), though HNF may choose to exercise a total quantity that exceeds this quantity with a capped at maximum of Eighty [80] units. The proposed Bidders should indicate if they could quote base on Standard of Rates (SOR) for each unit over a period of one year with option to place order for more units not exceeding total of Eighty [80] units within the stipulated SOR period. Provision should be made for HNF to request delivery in batches of not less than 10 units per drawn-down from the initial order within six [6] months duration. The warranty period of the equipment will be effective from the date of delivery.

2.2 Definitions

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

2.2.1 "HNF" means Home Nursing Foundation and/or its authorized representatives;

2.2.2 "Tender" means the invitation to any potential vendors to participate in this tender and comprises all relevant documents forwarded to such potential vendor inclusive of the functional requirements and any other documents and forms enclosed;

- 2.2.3 “Bidder” means a subject (any individual, entity or consortium that has the technological, analytical and/or operational research expertise) which submits a Proposal;
- 2.2.4 “Vendor” means the successful Bidder;
- 2.2.5 “Contract” means any resultant contract and its annexes entered into between HNF and the Vendor;
- 2.2.6 “Proposal means a proposal, quotation, offer or bid submitted to HNF in response to this Tender;
- 2.2.7 All terms, expressions and words used in this RFP shall have the same meaning as defined in other documents and forms enclosed.

3. Schedule of Events

The following is a tentative schedule of this Tender, but may change in accordance with HNF’s needs or unforeseen circumstances. Changes will be communicated by email to all participating Bidders.

Event	Date
Tender Notice	27 th March 2020
Tender Briefing via Web Conference Meeting	1 st April 2020, 10am
Notification to Submit Non-Disclosure Agreement	3 rd April 2020
Final Tender Clarifications/Requests/Questions	7 th April 2020
Closing Date for Tender Submission	10 th April 2020, 5pm
Selection of Vendor and Notification (vie email)	15 th April 2020
Contract Negotiation, Letter of Acceptance and Final Award	17 th April 2020

It is compulsory to attend the briefing on RFP. Failure to do so will render the Proposal invalid.

4. Instructions to Bidders

4.1 Tender and Proposal

- 4.1.1 **Tender Documents:** All the annexes listed below, which form part of this RFP, will be issued by HNF:
- ANNEX 1: Declaration of Participation
 - ANNEX 2: Eligibility Matrix
 - ANNEX 3: Pricing Template
 - ANNEX 4: Hardware Specifications and Compliance Checklist
 - ANNEX 5: Non-Disclosure Agreement
- 4.1.2 **Non-Transferable Tender Documents:** The Tender documents issued to the Bidder are non-transferable unless HNF agrees otherwise. The Bidder shall

satisfy itself on the contents of all Tender documents including those incorporated by reference.

- 4.1.3 **Due Diligence:** The Bidders are expected to examine all instructions, forms, contract conditions, terms and specifications contained in the Tender documents. Failure to do so will be at the Bidder's own risk and responsibility, with no rights to modify or withdraw a Proposal after the closing date set out in Clause 4.1.5.
- 4.1.4 **Withdrawal or Modification of Proposal:** The Bidders may withdraw, replace or modify their Proposal before the closing date set out in Clause 4.1.5, provided that HNF is informed in writing. Any modification or replacement of a Proposal must be done in accordance with the provisions of this RFP.
- 4.1.5 **Closing Date:** All Proposals must be submitted by **10th April 2020, 5pm**. Any Proposals received after that WILL NOT BE CONSIDERED.
- 4.1.6 **Validity of Proposal:** A Proposal shall remain valid for acceptance for a period of at least 180 days from the closing date indicated in Clause 4.1.5, unless otherwise stated by HNF. Any extension of the closing date may afterwards be agreed to in writing by HNF at the Bidder's request.
- 4.1.7 **Amendment of Tender Documents:** HNF may, for any reason, whether at its own initiative or in response to a Bidder's clarification, modify the Tender documents by the issuance of a corrigendum, which will be sent via email to all Bidders. The Bidders shall promptly acknowledge receipt of the corrigendum to HNF in writing. A Bidder who does not acknowledge receipt of any corrigendum will not be permitted to submit its Proposal.
- 4.1.8 **No Hidden Cost:** The Tender price shall include all relevant costs including but not limited to incidental or contingent expenses. No adjustment shall be made to the tender sum for any error after the closing date, unless otherwise agreed in writing between HNF and the Bidder.
- 4.1.9 **No Obligation to Contract:** The issue of this RFP does not commit HNF to award a Contract as a result of the Tender process. HNF will not pay any costs incurred in the preparation or submission of a Proposal. Any Proposal submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by HNF.
- 4.1.10 **Original Form of Tender Documents:** HNF retains the RFP and all related terms and conditions, exhibits, and other attachments in original form in an archival copy. Any modification of its original contents, contexts or intends in the Bidder's submission shall be treated as immediate disqualification.
- 4.1.11 **Clarifications:** In response to this RFP, the Bidder accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to HNF as may be necessary to gain such understanding. HNF reserves the right to disqualify any Bidder who demonstrates less than such understanding. Further,

HNF reserves the right to determine, at its sole discretion, whether the Bidder has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to HNF.

4.1.12 Best Personnel and Final Offer: The Bidder shall act as if it is the last and final chance to win the Contract. The Bidder shall have all necessary decision makers and skilled personnel available during the negotiation in order to conclude the deal. HNF reserves the rights to embark on further rounds of negotiation through a Best and Final Offer (“BAFO”) process with the Bidders.

4.1.13 Corrupt Practices: The Bidder shall not at any time in the course of the procurement process, be it before or after the award of the Contract, grant or promise any direct or indirect benefit, whether of financial or other nature, to any officer, agent or employee of, or any person otherwise engaged by HNF.

4.1.14 Debarment: The following entities are debarred from participating in this RFP:

- Entities/persons who has previously been debarred by HNF or is currently on HNF list of debarred entities;
- Entities/persons whose directors/partners/sole-proprietors are directors/partners/sole-proprietors of any debarred entities; and
- Existing and new subsidiaries of debarred entities (that is, any entity in which a debarred company has 50% or more ownership directly or indirectly).

In view of this Clause 4.1.14, each Vendor shall provide full information on:

The names and addresses of any person, company or corporation which own, directly or indirectly, at least 50% of the total number of shares in the Bidder;

The number, percentage and class of shares held by such person, company or corporation.

If a Proposal is submitted without explicitly mentioning that the Vendor is currently debarred, such submission of the Proposal shall be deemed to be an express continuing declaration by the Vendor that the Vendor is not debarred and is in fact eligible to participate in this RFP. If such declaration is discovered to be false, HNF will be entitled to rescind all contracts entered into pursuant to such a Proposal, without HNF being liable therefore in damages or compensation, and HNF hereby reserves all its rights relating thereto.

4.1.15 Conflict of Interest: The Bidder must ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does give rise to an actual, potential or perceived conflict of interest between HNF’s and the Bidder’s interests during the Tender process. *Conflict of interest* means having an interest (whether personal, financial or otherwise), which interferes or may be perceived as interfering with the Bidder’s ability to submit a fair and objective Proposal.

- 4.1.16 Clarifications of Proposal:** To assist in the examination, evaluation and comparison of Proposals, HNF may at its discretion, ask the Bidder for clarification about the Proposal's content. The request for clarification and response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or accepted after the closing date, unless otherwise agreed in writing between HNF and the Bidder.
- 4.1.17 Errors in the Proposal:** Arithmetical errors that are discovered during the examination of a Proposal will be corrected by HNF. If the correction affects the Tender price, the Bidder will be informed of such correction. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of arithmetical errors, its Proposal will be rejected.
- 4.1.18 Confidentiality:** Subject to applicable laws and any disclosure made to HNF's employees, officers, advisers or agents, all Proposals and any communications with the Bidders will be kept strictly confidential by HNF before, during and after the award. All Tender documentation is proprietary to HNF; no part thereof, or any information contained therein may be published, used or copied without the prior written consent of HNF. The Non-Disclosure Agreement (NDA), in the form as set out in Annex 5, shall be signed and returned to HNF by 3rd April 2020.
- 4.1.19 Ownership of Proposal:** By submitting a Proposal, you agree that your Proposal becomes the property of HNF and will not be returned. HNF reserves the right to utilize all Proposals, including, but not limited to: any ideas, information, and/or concepts found therein, for any purpose. HNF may disclose all or parts of the Proposals to those consultants and professional advisors who will assist us with the Proposals' evaluation.
- 4.1.20 Discrepancies:** In the event of any discrepancies in the RFP documentation (including, without limitation, its provisions, specifications, plans, drawings, patterns, samples, or information issued by HNF from time to time), such discrepancies shall be resolved by HNF in its sole and absolute discretion. The interpretation and/or decision of HNF shall be final and binding.
- 4.1.21 Canvassing:** Any act of canvassing shall render a Proposal invalid. In the event of any canvassing is discovered (even if it is discovered after the Proposal has been accepted), HNF shall be entitled to rescind the contract entered into with the successful Vendor.
- 4.1.22 Novation:** The Vendor's attention is drawn to the fact that the Vendor may be required to enter into a novation agreement between HNF, the Vendor and any third party(ies) as may be nominated by HNF. HNF is entitled to novate all benefits, obligations and/or its rights to any third party(ies).

The Vendor shall, upon notification from HNF, enter into the novation agreement to release and discharge HNF from the aforesaid contract and accept the performance by such third party(ies) as the contracting party under the relevant

contract. All costs incurred arising from such novation shall be deemed to be included in the Price.

4.1.23 Language: All documents and correspondence in connection with this RFP and the Contract (defined below) shall be in the English Language and expressed in the **International** System of Units (SI Units) unless otherwise instructed.

4.1.24 Applicable Law: These terms and all Proposals submitted pursuant to this RFP shall be deemed made in Singapore, and be subject to, governed by and construed in all respects in accordance with the laws of Singapore for every intent and purpose. The Vendor agrees to submit to the exclusive jurisdiction of the Singapore courts.

4.2 Submission of Proposal

The Proposal shall be structured in a clear and straightforward manner to prevent unnecessary confusion in the evaluation and comparison of the Proposals. The Bidders shall exercise care to present only realistic and attainable commitments in their Proposal.

4.2.1 Proposal Guideline: The Proposal submitted by the Bidder shall comply with the format as listed below. The details to be included in each section are also described under the respective headings:

Section 1: Cover Letter (Introduction/Summary);

Section 2: Declaration of Participation as specified in ANNEX 1;

Section 3: Eligibility Matrix as specified in ANNEX 2;

Section 4: Proposed 2-in1 Touchscreen Laptop;

Section 5: Response to Pricing Template ANNEX 3;

Section 6: Response to Hardware Specifications and Compliance Checklist ANNEX 4;

Section 7: Delivery Schedule after Order Confirmation;

Section 8: GST Registration Certificate (if the Vendor is a taxable person under the GST Act);

Section 9: Any other relevant information.

4.2.2 Copies of Proposal Submission: 3 hardcopy sets and 1 softcopy set (in thumbdrive) of the Proposal must be delivered in a single seal envelope to Tender Box A not later than **10th April 2020, 5pm** at

Home Nursing Foundation - Reception Area

93 Toa Payoh Central

Toa Payoh Central Community Building #07-01

Singapore 319194

4.2.3 **Solution:** The Bidder must describe how the requirements of this RFP are being met in its Proposal.

4.2.4 **Compliance of Proposal:** This RFP and the Proposal, if accepted, will become part of the executed Contract. The Proposal will only be considered if submitted according to the instructions contained in this RFP. Non-compliance with any conditions in this RFP will render the Proposal liable to non-compliance and possible rejection.

4.3 Expense of The Participating Vendor

4.3.1 The Participating Vendor shall be responsible for and bear all costs relating and incidental to the preparation and its responses to this RFP (including without limitation, the cost of acquiring and/or using tools specified by HNF in the RFP documentation, costs incurred relating to any meeting, presentation and materials provided to HNF for the purposes of evaluating the RFP).

4.3.2 The Participating Vendor shall be responsible for and shall bear all costs relating and incidental to support any site visit(s) to the Vendor reference site(s), solution demonstration(s), solution proof of concept, and any other items as may be requested by HNF for the purposes of evaluating this RFP.

4.3.3 The successful Participating Vendor(s), if any, is liable to meet the cost of stamp fees and other legal costs and disbursements for the Contract.

4.4 False Information

4.4.1 Any Participating Vendor who gives false information in its Proposal may be liable for termination and/or debarment for a period to be fixed at the discretion of the Company

4.5 Communication

4.5.1 **Effective Communication:** Verbal communication shall not be effective unless formally confirmed in writing by a specified procurement official in charge of managing this Tender process.

4.5.2 **Bidders' Inquiries:** Applicable terms and conditions herein shall govern communications and inquiries between HNF and Bidders as they relate to this RFP. Inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

Name: Mr Malcolm Lau, Email: malcolm.lau@hnf.org.sg, Tel: 6854 7747

Name: Mr Pele Yap, Email: pele.yap@hnf.org.sg, Tel: 6854 7724

4.5.3 **Formal Communications:** It shall include but not limited to:

4.5.3.1 Questions concerning this RFP shall be submitted in writing and be received prior to **7th April 2020**.

4.5.3.2 Bidders shall raise with HNF any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, Bidders shall recommend to HNF any enhancements that might be in the best interests of HNF. These recommendations must be submitted in writing and be received by HNF prior to **7th April 2020**.

4.5.4 **Informal Communications:** The informal communications shall include, but are not limited to the requests from Bidders or Bidders' representatives, to any HNF employee or representative for information, comments, speculation, etc.

4.5.5 **Written Response:** HNF will make a good-faith effort to provide a written response to each question or request for clarification within 5 business days. Bidders are highly recommended to consolidate all requests or questions and send them to the persons in charge of this RFP as stated in Clause 4.3.2. HNF will not respond to any questions or requests for clarification after **7th April 2020**.

4.6 Award and Contract

4.6.1 **Evaluation Criteria:** The evaluation process will consider how completely and concisely the Bidder addresses each requirement, as an indication of the Bidder's capabilities and "know-how". The Proposals will be evaluated based on the following factors (including but not limited to):

- Overall value, i.e. cost versus benefit to the company;
- Interest (responsive and commitment to proposed duration) to provide the products and services based on the specified **Hardware Specifications and Compliance Checklist**, as stated in Clause 4;
- Capability (Financial Standing; ability to complete the project without delay or cash flow and defects);
- Quality of Products;
- Standard of Rates and Delivery Lead-time;

4.6.2 **Evaluation Process:** The evaluation process may include telephone calls, **meeting** or onsite visits to the Bidder's clients to verify the claims made by the Bidder and HNF must be able to contact these referees at their discretion. References with the closest match to HNF's requirements will be preferred.

4.6.3 **Presentation:** Only shortlisted Bidders may be requested to provide a detailed and comprehensive presentation of their Proposal, within seven (7) days after the

closing of this Tender. The Bidders who are not shortlisted for the presentation will not be notified.

- 4.6.4 **Acceptance of Proposal:** HNF is not obliged to accept a Proposal with the lowest quotation or explain to any Bidder the reasons for non-acceptance of a **Proposal**. HNF reserves the right not to award the Tender for any reason and reserves the right not to disclose such reason(s).
- 4.6.5 **Notification of Acceptance:** The issue of the Letter of Acceptance (LOA) by HNF to the whole or part of the Proposal shall create a binding contract on the part of the Bidder to supply the goods and services offered in the relevant part(s) of its Proposal to HNF. The LOA will be handed to or posted to the successful Bidder's address as given in the Proposal and such handing or posting shall be deemed good service of such notice. HNF reserves the right to conduct price negotiations until the Contract is executed.
- 4.6.6 **Written Contract:** No contractual relationship with HNF is established until a final written Contract is duly signed by HNF's and the selected Bidder's authorized representatives. Any activity undertaken or expenses incurred in preparation of a Contract before an actual Contract is signed shall be borne by the Bidder. An advance notice or information of award is not to be considered a Contract.

4.7 Payment Milestones

- 4.7.1 **Payment Schedule:** Bidder must propose the payment schedule for this RFP aligning to key milestones as per proposed project plan. HNF reserves the right to negotiate and/or decide the payment schedule.
- 4.7.2 **Price Breakdown:** All Proposal submissions shall have an itemized price breakdown for equipment and services. Any expenses incurred by the Bidder in preparation of the Proposal shall be borne by the Bidder.



Annex 1: Declaration of Participation

Note: The Bidder must declare whether any associated company and/or business partner is participating in the Tender. The Bidder must take note that any false or misleading declaration will result in grounds for disqualification in respect of the Tender.

The Bidder must complete the section which is applicable to it.

SECTION 1: Independent participation

I, _____ (Authorised Personnel), _____ (Designation) at
 _____ (Company Name) hereby declare that _____
 (Company Name) has no associated company or business partner taking part in the proposal.

Signature:

Date:

SECTION 2: Participation by Associated Company and/or Business Partner

I, _____ (Authorised Personnel), _____ (Designation) at
 _____ (Company Name) hereby declare that the following associated
 company(ies) and/or business partner(s) of _____ (Company Name) is also
 participating in the Tender.

No	Name of Associated Company / Business Partner	Relationship with Bidder

Signature:

Date:



Annex 2: Eligibility Matrix

The Bidder shall complete all the required information in the Eligibility Matrix. Additional information can be given as an attachment and / or in the relevant parts of the Proposal. The pasting of URLs in the Proposal is not acceptable.

Purpose:

- Aids HNF in deciding and shortlisting the Bidders for the project stated in the Tender documents.
- Assists HNF in assessing the Bidder's commercial capacity.

Instruction to Bidders:

- Please answer all questions.
- Please indicate N/A if the question does not apply to you.
- Failure to comply with the requirements as stated may result in the rejection of your Proposal and/or disqualification in respect of the Tender.
- The contents of this Eligibility Matrix are strictly confidential and shall not be disclosed, directly or indirectly to third parties without HNF's prior written consent.
- Prices shall be quoted in S\$ before GST.
- Please return this form in hard copy format together with the main proposal by the closing date set out in Clause 3.2.5 of the Tender document.
- The Bidder shall bear the sole risk of submitting the Eligibility Matrix by post.

1. Organization Details

Company Name		Contact Name
Address		Contact Position (Job Title)
Telephone/Fax		Contact Number
Company Registration Number (if applicable)		Email
Is your organisation a sole proprietor / partnership / limited company / public-listed company / others? (Please specify.)		

2. Business Activities

What are the main business activities of your organisation?	
How many staff does your organisation have?	

3. Financial Background

Financial turnover for the past 3 years: Year 2016: \$ Year 2017: \$ Year 2018: \$
As at _____ < Indicate date>: Cash and cash equivalents + Marketable securities + Accounts receivables = \$ Total current liabilities = \$
Has your organization met the terms of its banking facilities and loan agreements (if any) during the past year? If the answer is 'No', please indicate the reasons.
Has your organisation met all its obligations to pay its creditors (if any) and staff during the past year? If the answer is 'No', please indicate the reasons.

Name and Branch of Bankers:
Address:
Contact Details:

4. Relevant Experience

Do you have relevant experience in HRIS and payroll solutions? Yes / No Number of Years of relevant experience:			
Detail	Reference 1	Reference 2	Reference 3
Customer's Company Name			
Name of Contact Person, Designation, Phone Number and Email			
Date on which Contract was Awarded			
Value (in S\$)			
Date on which Contract was Completed			
<p>Do you have any contracts which were terminated due to poor performance in the past three years, or any contracts where damages have been claimed by your clients/customers? If the answer is 'Yes', please let us have the details.</p>			

5. Quality Control and Assurance

Does your organisation hold a recognised quality management certification? If Yes, please specify.
If not, does your organisation have a quality management system? If Yes, please specify.
If your company do not have a quality management certification or system, please indicate the reasons.

6. Declaration

- (a) We hereby declare that we ***have/do not have** a record of enforcement action taken against us in the past 12 months.¹
- (b) We hereby declare that we ***are/are not** currently facing any litigation or winding-up or judicial management proceedings.²
- (c) We declare that the information provided by us on the above form is true and correct to the best of our knowledge and belief. We understand that the information will be used in the evaluation process to assess our organisation's suitability to provide the goods/services to HNF.

Name: _____

Position: _____

Signature: _____

Contact Number: _____

Date: _____

¹ If enforcement action has been taken against your organisation in the past 12 months, please provide us with the relevant details.

² If litigation or winding-up or judicial management proceedings have been taken against your organisation in the past 12 months, please provide us with the relevant details.

Annex 3: Pricing Template

Vendor shall ensure all items needed for the solution are included in this pricing template. Detailed line items shall be included by inserting new lines, where it is applicable while complying to the template provided. The solution shall include 3 years warranty in addition to the one year limited warranty.

Note: HNF is Microsoft Qualified Non-Profit Organization. Vendor shall provide Microsoft Software Licenses at Charity Rates.

S/No	Item	Unit Price (\$)	Quantity	Total Cost (\$)	SOR Unit Price (\$)	Quantity	Total Cost (\$)
1	Equipment Description						
	(i) Microsoft Surface Pro 256GB i5 8GB LTE INTEL CORE I5-7300U, 7TH GEN PROCESSOR 8GB RAM; 256GB SSD STORAGE; LTE 12.3" PIXELSENSE, 2736 X 1824 RESOLUTION ASPECT RATIO 3:2, 10 POINT MULTI-TOUCH INPUT IEEE, 802.11A/B/G/N/AC, COMPATIBLE, WIRELESS, BLUETOOTH 4.1, INTEL HD, GRAPHICS 620, TPM 1 X FULL-SIZE USB 3.0, MICROSDXC CARD READER 3.5 MM HEADPHONE JACK, MINI DISPLAYPORT COVER PORT, SURFACE CONNECT, 5.0MP FRONT-FACING CAMERA WITH 1080P SKYPE HD VIDEO, 8.0MP REAR-FACING AUTOFOCUS CAMERA WITH 1080P HD VIDEO, DUAL MICROPHONE 1.6W STEREO SPEAKERS WINDOWS 10 PRO STANDARD 1 YEAR 1-TO-1 EXCHANGE WARRANTY	\$ -		\$ -	\$ -		\$ -
	(ii) Surface Pro Type Cover - Black	\$ -		\$ -	\$ -		\$ -
	(iii) Surface Mobile Mouse SC Bluetooth Comm Black	\$ -		\$ -	\$ -		\$ -
	(iv) Sleeve Case	\$ -		\$ -	\$ -		\$ -
2	Hardware Warranty						
	(i) Microsoft Surface Pro Complete for Business and Accidental Damage Coverage NBD (+3yrs)	\$ -		\$ -	\$ -		\$ -
3	Optional Items						

S/No	Item	Unit Price (S\$)	Quantity	Total Cost (S\$)	SOR Unit Price (S\$)	Quantity	Total Cost (S\$)
	(i) Surface Pro Pen - Silver	\$ -		\$ -	\$ -		\$ -
	(ii) Microsoft Surface Pro Extended Hardware Service (+2yrs)	\$ -		\$ -	\$ -		\$ -
	(iii) Targus Microsoft Carry Bag	\$ -		\$ -	\$ -		\$ -
4	Total Cost without Optional items (Item 1 & 2 only)			\$ -			\$ -
	Total Cost without Optional items and GST (Item 1 & 2 only)			\$ -			\$ -
5	Total Cost with Optional items (Item 1 & 3(i), (ii) only)			\$ -			\$ -
	Total Cost with Optional items and GST (Item 1 & 3(i), (ii) only)			\$ -			\$ -

Annex 4: Requirement Specifications and Compliance Checklist

S/no	Requirement Specifications	Compliance Checklist	
		Responses* (MR/PR/NM/V)	Remarks
1	Hardware Description		
1.1	MICROSOFT SURFACE PRO 256GB i5 8GB LTE INTEL CORE I5-7300U, 7TH GEN PROCESSOR 8GB RAM; 256GB SSD STORAGE; LTE 12.3" PIXELSENSE, 2736 X 1824 RESOLUTION ASPECT RATIO 3:2, 10 POINT MULTI-TOUCH INPUT IEEE, 802.11A/B/G/N/AC, COMPATIBLE, WIRELESS BLUETOOTH 4.1, INTEL HD, GRAPHICS 620, TPM 1 X FULL-SIZE USB 3.0, MICROSDXC CARD READER 3.5 MM HEADPHONE JACK, MINI DISPLAYPORT COVER PORT, SURFACE CONNECT, 5.0MP FRONT-FACING CAMERA WITH 1080P SKYPE HD VIDEO, 8.0MP REAR-FACING AUTOFOCUS CAMERA WITH 1080P HD VIDEO, DUAL MICROPHONE 1.6W STEREO SPEAKERS WINDOWS 10 PRO STANDARD 1 YEAR 1-TO-1 EXCHANGE WARRANTY		
2	Accessories and Peripherals		
2.1	Surface Pro Type Cover - Black		
2.2	Surface Mobile Mouse SC Bluetooth Comm Black		
2.3	Surface Sleeve Case		
3	Hardware Warranty		
3.1	Microsoft Surface Pro Complete for Business and Accidental Damage Coverage NBD (+3yrs)		
4	Optional Items		
4.1	Surface Pro Pen - Silver		
4.2	Targus Microsoft Carry Bag		
4.3	Microsoft Surface Pro Extended Hardware Service (+2yrs)		

*Respones	Definition
"MR" Meet requirements	The system and/or the required work fully meet all requirements without any customisation. Configuration with no additional cost is considered as meet requirements.
"PR" Partially meet requirements	The system and/or the required work is able to meet the requirements partially. Non-met requirements can be delivered with customisation. The extend of customisation should be indicated in the "Remarks" column, and the customisation should be included in the pricing template
"NM" No meet requirements	The system and/or the required work cannot fully meet the requirements
"V" Variations	The system and/or the required work does not meet the requirements but meet other requirements which are of a higher quality than the required specifications. Bidder shall provide details at the "Remarks" column.

Annex 5: Non-Disclosure Agreement

LETTER OF CONFIDENTIALITY

Date: _____

To: **[insert entity name]**
[insert address]

Dear Sirs

1. Introduction

For the purposes of aiding discussions, cooperation and business dealings between you and Home Nursing Foundation ("**HNF**"), or performing obligations under any agreement, or evaluating, preparing for or establishing a business relationship in respect of the provision of goods or services by you to HNF or a collaboration (collectively, "**Purposes**"), it is anticipated that HNF and/or its Representatives (as defined below) will provide Confidential Information (as defined below) to you and/or your Representatives. In consideration for and as a condition to HNF and/or its Representatives furnishing such Confidential Information to you and/or your Representatives, you agree and undertake to hold and keep the Confidential Information confidential pursuant to the terms of this letter of confidentiality (the "**Letter**").

2. Definitions

For the purposes of this Letter:

- (a) "**Confidential Information**" means any information which is proprietary or confidential in nature to HNF, marked proprietary or confidential or on the face of it would be considered by any reasonable person to be confidential, including but not limited to Personal Data, all information (whether transmitted orally, in writing, electronically or in any other form) and documents concerning HNF, its business, affairs, operations, assets, software, marketing plans, dealings, customers, patients, employees, officers and financial and other information of HNF, including without limitation, all information contained in, and documents enclosed with, any introductory document relating to the Purposes provided to you and/or your Representatives and the terms of this Letter;
- (b) "**Intellectual Property**" means patents, trade marks, service marks, logos, get-up, trade names, internet domain names and other internet locators referenced via any specific uniform resource locator, rights in designs, copyright (including rights in computer software) and moral rights, database rights, business processes, semi-conductor topography rights, integrated circuit layout design rights, utility models, rights in Know-How, inventions, formats, rights protecting trade secrets and confidential information, other intellectual property rights together with all goodwill associated with the foregoing, in each case whether registered or unregistered (and including applications for registration), and all rights or forms of protection having equivalent or similar effect anywhere in the world and for the full duration of such rights (including any extensions and renewals and rights of priority) and all applications and rights to apply for the protection of any of the foregoing rights;
- (c) "**PDPA**" means the Personal Data Protection Act (No. 26 of 2012 of Singapore);
- (d) "**Personal Data**" has the meaning as defined under the PDPA;
- (e) "**Representative**" means, in relation to any person, such person's subsidiaries and related

corporations and their respective directors, officers, employees, agents and advisers; and

- (f) "**subsidiary**" and "**related corporation**" shall have the meanings ascribed to them in Sections 5 and 6 of the Companies Act (Chapter 50 of Singapore).

3. Undertakings

3.1 In consideration of HNF agreeing to make available to you and/or your Representatives Confidential Information for the Purposes, you, by your acknowledgement and consent to this Letter (signifying your unconditional acceptance of the terms of this Letter) hereby represent, undertake and acknowledge to and agree with HNF as follows:

- (a) you shall not, and shall procure that each of your Representatives will not, (directly or indirectly) now or at any time, permit or cause to be used, any Confidential Information for any purpose other than utilising the Confidential Information exclusively for the Purposes;
- (b) you shall, and shall procure that each of your Representatives shall, keep the Confidential Information and any information relating to the Purposes in complete confidence;
- (c) you shall not, and shall procure that each of your Representatives shall not, without the prior written consent of HNF, at any time now or hereafter, directly or indirectly, disclose, copy, reproduce, distribute or supply the Confidential Information, in whole or in part, to any other person, or not use any of the Confidential Information, other than for the Purposes, or use the same to secure a competitive advantage over HNF or cause, suffer or permit to be done any of the foregoing acts;
- (d) notwithstanding anything herein to the contrary, the Confidential Information may only be disclosed to such of the Representatives who are directly concerned with the Purposes on a strictly need-to-know basis with the prior written consent of HNF and who (prior to such disclosure) have read and understand the confidentiality obligations under this Letter. You shall cause your Representatives to observe and be similarly bound by the terms of this Letter. You shall remain liable for the actions or omissions of your Representatives in relation to any Confidential Information as if they were your actions or omissions;
- (e) no announcement of the Purposes or of any discussions, negotiations or other facts with respect to the Purposes or disclosure of any Confidential Information will be made or solicited by you or on your behalf at any time, whether to the public or otherwise, in any place, without the prior written consent of HNF;
- (f) without the prior written consent of HNF, neither you nor your Representatives will, directly or indirectly, initiate or accept or engage in any contact of any kind with the officers, employees, staff, consultants, advisers, clients and customers of HNF;
- (g) no right or licence is granted to you or any of your Representatives in relation to any Confidential Information except as expressly set forth in this Letter;
- (h) the Confidential Information and any copies thereof shall remain the property of HNF and its disclosure shall not confer on you and/or your Representatives rights over the Confidential Information whatsoever beyond those contained in this Letter. Upon the termination or completion of the Purposes for whatever reason, or upon termination of this Letter, or upon HNF's request at any time, you and/or your Representatives shall not make further use of the Confidential Information. Subject to applicable laws, you shall, at the discretion of HNF and immediately on demand by HNF: (i) return, and/or procure to be returned, to HNF all Confidential Information in whatever form (whether prepared by

or supplied to you and/or any of your Representatives or on their respective behalf) in your or your Representatives' possession; and (ii) to the extent practicable, delete and remove all Confidential Information from any database or document retrieval system into which it has been placed. Upon the written request of HNF, you will provide a certificate signed by one of your directors to the effect that all Confidential Information has been returned in accordance with this paragraph and/or has been destroyed and/or removed from any database or document retrieval system into which it has been placed in accordance with this paragraph;

- (i) you acknowledge the competitive value and confidential nature of the Confidential Information and that damage could result to HNF if information contained therein is disclosed to any third party by you or any of your Representatives in breach of this Letter or used by you or any of your Representatives other than for the Purposes. You shall inform HNF immediately upon any suspected or actual unauthorised use or disclosure of the Confidential Information, and co-operate with HNF to regain the Confidential Information and/or prevent further unauthorised use or disclosure of the Confidential Information. You further acknowledge that HNF shall be entitled to equitable relief, including an injunction, in the event of any breach or threatened breach of the provisions of this Letter and that you and each of your Representatives unconditionally agree to waive any rights which you or any of your Representatives may have to the granting of such relief and you shall not, and shall procure that none of your Representatives shall, oppose the granting of such relief;
- (j) no failure or delay by HNF in exercising any right, remedy, power or privilege under or pursuant to this Letter shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege by HNF. The rights provided in this Letter are cumulative and not exclusive of any rights or remedies provided by law;
- (k) while the restrictions contained in the foregoing paragraphs are considered by you to be reasonable in all circumstances, it is recognised that such restrictions may fail for technical reasons unforeseen and accordingly, it is hereby agreed and declared that if any such restrictions shall be adjudged to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of HNF but would be valid if part of the wording thereof were deleted or the periods (if any) thereof were reduced or the range of activities or areas dealt with thereby were reduced in scope, the said restrictions shall apply with such modifications as may be necessary to make them valid and effective;
- (l) the Confidential Information shall be kept in a secure place at all times and shall be properly protected against theft, damage, loss or unauthorised access; and
- (m) you shall in requesting for Confidential Information make contact only with the following persons (or such other person as HNF may from time to time designate in writing) and not with any other officers or employees of HNF:

Name : Malcolm Lau

E-mail Address : Malcolm.Lau@hnf.org.sg

Contact No : +65-68547747

Name : Pele Yap

E-mail Address : Pele.Yap@hnf.org.sg

Contact No : +65-68547724

- (n) all Confidential Information delivered to you and/or your Representatives is delivered "as is". You acknowledge that (i) HNF does not have any obligation to provide you with Confidential Information; (ii) HNF does not make any representation or warranty with respect to the accuracy or completeness of the Confidential Information; and (iii) HNF shall not be liable to you for any loss or damage resulting from the use of, or reliance on, any of the Confidential Information, except as otherwise agreed in writing between HNF and yourself.

3.2 The confidentiality obligations under Clause 3.1 shall not apply to any information to the extent:

- (a) it was already known to or in the possession of you or your Representatives prior to disclosure by HNF;
- (b) it is independently learned or developed by you or your Representatives without the use of any Confidential Information;
- (c) it is received by you or your Representatives from a third party who has the right to disclose such Confidential Information and/or who is not bound by duties or obligations of confidentiality to HNF;
- (d) it is or becomes publicly available without your breach of this Agreement;
- (e) HNF has given or gives its written authorisation for release or use; and
- (f) it is required to be disclosed by law, any competent court or any competent authority.

3.3 You agree and acknowledge that HNF and you shall retain all rights, title and interest in and to Intellectual Property belonging to HNF or you respectively and that this Letter does not transfer any ownership of any rights, title and interest in and to Intellectual Property of a party to the other party.

3.4 All rights, title and interest in and to Intellectual Property created, generated or produced (whether jointly or independently by either you or HNF) in connection with any of the Purposes shall, unless otherwise expressly agreed, be owned by HNF. You shall promptly and fully disclose to HNF in writing any Intellectual Property that you may have developed in connection with any of the Purposes.

4. Personal Data Protection

4.1 To the extent the Confidential Information contains any Personal Data, you and your Representatives shall only use the Confidential Information for the Purposes (the "**Permitted Purpose**") and no other purpose. You further agree and undertake to HNF that all of your Representatives and service providers accessing the Confidential Information in connection with the Purposes are aware of the Permitted Purpose and will not handle any Confidential Information in a manner exceeding the Permitted Purpose. You represent and warrant to HNF that you have at all times complied with and will continue to comply with the requirements of the PDPA and applicable data protection laws in respect of the collection, use, disclosure and other handling of the Confidential Information. In the event that you and/or your Representatives collect, use or disclose the Confidential Information for any purpose outside of the Permitted Purpose, you and/or your Representatives acknowledge and agree that you do so at your own risk and shall be fully responsible for ensuring that all requirements at law relating to the PDPA and applicable data protection laws (whether applicable to you and/or HNF) have been

complied with.

- 4.2 You agree and acknowledge that HNF may impose such further terms and conditions in respect of the collection, use, disclosure and/or processing of Personal Data in connection with the Purposes and/or this Letter as may be required for compliance with law, and undertakes to cooperate with HNF in connection therewith.

5. Term

The Letter takes effect from the date on which you execute the Acknowledgement and Consent to this Letter and shall remain in full force and effect in perpetuity (notwithstanding the completion, abandonment or termination of the Purposes) unless terminated by our mutual agreement.

6. Indemnity

- 6.1 You irrevocably undertake to keep HNF and its Representatives fully and effectively indemnified against any and all losses, costs, damages, claims, demands, actions, proceedings, liabilities and expenses of whatsoever nature (including but not limited to all legal costs or attorney's fees on a full indemnity basis) that HNF and/or its Representatives may incur or suffer in connection with or arising from any breach (actual or alleged) of this Letter and/or any default by you of your obligations hereunder. The rights of HNF hereunder are in addition to (and not in substitution of) all other rights and remedies available to HNF either at law, in equity, under contract or otherwise, for such breach or threatened breach, including specific performance and recovery of monetary damages.
- 6.2 This Clause 6 shall survive the expiry, suspension or termination of this Letter for any reason whatsoever and shall continue in full force and effect.

7. Communications

Each and every communication under this Letter shall be made in writing. Each and every communication to be delivered to you or HNF shall be sent to that party at the electronic mailing address or physical address (as the case may be) and marked for the attention of the person, from time to time designated by that party for the purpose of this Letter. The initial address and electronic mailing address of HNF are:

HNF

Address	:	Home Nursing Foundation, 93 Toa Payoh Central, Toa Payoh Central Community Building #07-01 S(319194)
E-mail Address	:	Malcolm.Lau@hnf.org.sg
Attention	:	Malcolm Lau

Each and every communication made or given by one party to the other in accordance with this Clause shall be effected and deemed to be duly served:

- (a) if it is delivered by hand, when left at the address required by this Clause;
- (b) if it is sent by prepaid post (air-mail, if international), two (2) days after it is posted; or
- (c) if it is sent by electronic mail, on the day of despatch.

In proving such service it shall be sufficient to prove that delivery by hand was made or that the envelope containing such notice or document was properly addressed and posted as a prepaid ordinary mail letter (or air-mail letter, as the case may be) or that the electronic mail confirmation indicates the transmission was successful.

8. Assignment

This Letter shall benefit and be binding on HNF and its successors and permitted assigns. You may not assign or transfer all or part of your rights and obligations under this Letter without the prior written consent of HNF.

9. Variation

No variation to this Letter shall be effective unless made in writing and signed by or on behalf of you and HNF.

10. Illegality

The illegality, invalidity or unenforceability of any provision of this Letter under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

11. Governing Law

This Letter shall be governed by, and construed in accordance with, the laws of Singapore. You agree to submit to the non-exclusive jurisdiction of the courts of Singapore.

Sincerely,

Name:
Title:
Home Nursing Foundation

ACKNOWLEDGEMENT AND CONSENT

Date : _____

To : Home Nursing Foundation
93 Toa Payoh Central
Toa Payoh Central Community Building, #07-01
Singapore 319194

Attention: Mr. Malcolm Lau / Pele Yap

We, **[insert entity name]** refer to your letter dated _____ (the "**Letter**") and confirm our acceptance and agreement to the matters set out in the Letter. With regard to Clause 7 of the Letter, our initial address and electronic mailing address are as follows:

Address : _____

E-mail Address : _____

Attention : _____

Yours faithfully

Name:
Designation:
For and on behalf of
[insert entity name]