

**PRODUCT EVALUATION AGREEMENT FORM (“PE FORM”)
(Consumables and Implants)**

SECTION 1 – DESCRIPTION OF PRODUCTS

Reference Number <i>(To be filled in by NTFGH)</i>	NTFGH-PEF-20- XXXX : _____																																																
<i>[FOR VENDOR TO FILL IN FROM BELOW ONWARDS]</i>																																																	
<p>1.1. Reasons for Trial of Consumables/Implants</p> <p>* Please provide the product family information and advice if they are currently in any existing ALPS GPO and/or NTFGH issued contract.</p>	<input type="checkbox"/> New <input type="checkbox"/> Enhancement* <input type="checkbox"/> Replacement* <input type="checkbox"/> Extension* <input type="checkbox"/> State any other reasons: _____																																																
1.2. Vendor Details	Company Name: Contact Person: Contact Telephone: Contact Email:																																																
1.3. Duration of Product Evaluation	The duration of product evaluation shall be for a period not exceeding 06 months and with an option to extend for further 03 months.																																																
1.4. Product Sample Details	Vendor shall supply at no cost to Ng Teng Fong General Hospital (“ NTFGH ”) as part of this product evaluation purpose, the samples of the medical products as listed below in Table 1.4.1.																																																
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<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;">S/N</th> <th style="width:25%;">Description of Medical Product(s)</th> <th style="width:15%;">System Type (for implants)</th> <th style="width:10%;">Brand Name</th> <th style="width:5%;">Qty</th> <th style="width:10%;">Pack Size</th> <th style="width:10%;">Lot/Batch Number</th> <th style="width:10%;">Expiry Date (min 6 mths)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	S/N	Description of Medical Product(s)	System Type (for implants)	Brand Name	Qty	Pack Size	Lot/Batch Number	Expiry Date (min 6 mths)																																									
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Note: Please attach annex if there are more than 05 products to be evaluated.																																																	

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1.5. Health and Safety	
(a) Is Health Sciences Authority Singapore (HSA) registration required for sale and supply of the consumables/implants?	Yes / No (<i>Delete where applicable</i>)
(b) If registration is required, has it been registered? If Yes, please state HSA registration number and attach supporting documents of the Registration under HSA. If No, please attach the approved application of GN27.	Yes / No (<i>Delete where applicable</i>) <i>HSA Registration number:</i> <i>Registration Classification (A / B / C / D):</i> GN27 Reference number:
(c) If an application for registration has been submitted to HSA, has the application been withdrawn or rejected?	Yes / No (<i>Delete where applicable</i>)
1.6. Requestor	
* If this Product Evaluation is requested by NUHS's/Institution's clinician, please provide his/her particulars.	Name of Clinician:
	Designation:
	Department:
	Contact No./Email:

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SECTION 2 – VENDOR’S DECLARATION

Declaration by Vendor’s Authorized Representative:

1. I/We* am/are authorized to sign this form and make this declaration on behalf of the Vendor’s Company.
2. I/We* declare that the Consumables/Implants has been registered with the Health Sciences Authority Singapore.
3. I/We* declare that the information stated in this Agreement Form is true and accurate to the best of my/our knowledge.
4. I/We* agree that submission of this Agreement Form is subject to the Terms and Conditions contained herein and does not guarantee NUHS’s/Institution’s approval or agreement to evaluate the Consumables/Implants. Nothing in this Form shall be construed as creating any obligation or any expectation on the part of either party to enter into any commitment or relationship regarding any further business or transaction with the other party.
5. The following documents are attached in support of this Declaration:
 - (1) _____
 - (2) _____

SIGNED BY AUTHORISED REPRESENTATIVE OF VENDOR

Name:	Designation:
Signature / Date:	Contact Number:
	Email Address:
Company Name:	
Company Official Stamp:	

- The processing time for this application will take around 4 weeks. Vendor will be informed if the application is approved.
- Vendor shall email the completed *Product Evaluation Agreement Form* with any supporting document(s) to NTFGH MMD Procurement Department: JHCampus_Info_MMD@nuhs.edu.sg.

ACKNOWLEDGMENT BY NTFGH MMD (FOR OFFICIAL USE)

Reminder <i>Please indicate the Reference Number on Page 1</i>	
Signature & Date	Name & Designation

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TERMS AND CONDITIONS

1. Purpose, Definitions and Interpretations

- 1.1 All Vendors who would like to invite NUHS and/or any or more of its Institutions to evaluate their Samples are required to fill up **Section 1** (Description of Products) and **Section 2** (Vendor’s Declaration) and submit to MMD.
- 1.2 The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:
- (a) **“Evaluation”** means the testing and evaluation of the Consumables/Implants by Institutions on these Terms & Conditions;
 - (b) **“Institutions”** means the medical institutions of NUHS including but not limited to National University Hospital; Ng Teng Fong General Hospital; Jurong Medical Centre, Jurong Community Hospital, Alex Integrated Hospital and National University Polyclinics and any other medical institution that might be registered as a NUHS medical institution from time to time,
 - (c) **“NUHS”** means National University Health System Pte. Ltd.
 - (d) **“MMD”** means the relevant NUHS/Institution Material Management Department;
 - (e) **“Samples”** shall mean the sample consumables and/or implants that the Vendor would provide to Institutions by the Vendor for Evaluation as described in **Section 1**.
- 1.3 A reference to the whole includes any part thereof and a reference to the word “include” or “including” shall not be construed as having any limiting effect.

2. Submission of Samples for Evaluation

- 2.1 Submission of this Agreement Form does not guarantee NUHS’s/Institution’s approval or agreement to evaluate or use the samples. Nothing in this Agreement Form shall be construed as creating any obligation or any expectation on the part of either party to enter into any commitment or relationship regarding any further business or transaction with the other party. Any business relationship arising from this Evaluation shall be recorded in a separate agreement. Neither Party shall have any authority whatsoever to bind the other Party.
- 2.2 Only the original copy of this Agreement Form with MMD’s stamp and authorized signature shall be considered valid. Attachment of the Vendor’s name card and original copy of the Delivery Order to this Agreement Form shall be proof of delivery of sample(s).

3. Obligations of the vendor

- 3.1 The Vendor undertakes the following:
- (a) to supply at no cost to Institutions, the samples as listed in **Section 1**, including rental, transportation charges, customs duties, or for loss relating to the use of the samples. Any costs incurred in the use shall be at the Vendor’s own expense.
 - (b) to deliver the specified quantity of samples at the locations requested by MMD.
 - (c) where necessary to train the employees assigned by MMD on the correct usage of the sample.
 - (d) understand that the samples are non-returnable.
 - (e) to exercise due care in carrying any activities within the respective Institutions to prevent injury to persons and damage to property.

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4. Obligations of Institutions

MMD shall provide a suitable location for the delivery of samples.

5. Removal of Consumables/Implants

Institutions shall dispose of unused samples, if any at expiry of the validity period of this Agreement Form.

6. Term and Termination

- 6.1 The validity of this Agreement Form shall commence from the date of receipt of the first sample and will remain valid for a period of six months.
- 6.2 Either Party may terminate the Agreement Form at any time by giving one month's prior written notice to the other Party.
- 6.3 Any termination shall be without prejudice to any rights or obligations NUHS/Institution may have accrued on or before termination, including in respect of an antecedent breach.

7. Indemnity

The Vendor shall fully indemnify NUHS, the Institution and/or the Institution's employees, servant and agents against all claims (including third party claims) proceedings, actions, damages, costs, expenses (including legal costs) and any other liabilities in relation to death, personal injury, loss of or damage to property which may arise out of or in the course of the performance of this Agreement or the use of the Samples, or the Contractor's (or Contractor's Personnel) acts, default, omission or negligence (including negligence in the manufacture, packaging or delivery of the samples) or due to fraud, fraudulent misrepresentation, criminal act, breach of any statutory obligations, infringement of third party intellectual property rights.

8. Governing Law

These Terms & Conditions shall be construed in accordance with the laws of Singapore.

9. Amendments

No amendment, change or modification of these Terms & Conditions shall be valid unless it is in writing and signed by both Parties.