

INVITATION TO QUOTE
ITQ REF NO: NKF/PL/2018/021
DATE: 22 OCTOBER 2018

**TITLE: PROVISION OF MANAGED FIRST LEVEL IT SUPPORT SERVICES
FOR HQ AND DIALYSIS CENTRES**

1. Introduction

- 1.1 The National Kidney Foundation (“**NKF**”) wishes to invite vendor (the “**Vendor**”) for the provision of first level support services for HQ and dialysis centres, such service as described in Scope of Service (the “**Services**”).

2. Scope of Service

- 2.1 The Vendor shall perform the Services according to the Requirement Specifications.

3. Contractual period

- 3.1 The Vendor shall provide the Services over a period of **twenty (24)** months, from **January 2019 to December 2020**, with the NKF having an option to extend for further periods of twelve (12) months each on the same terms and conditions as stated in the Contract (as may be amended, varied, supplemented and/or replaced from time to time).

4. Submission of ITQ

- 4.1 Each Vendor shall provide the price quote for monthly charges and schedule of rate.
- 4.2 The quotation submitted by the Vendor shall be as in “**Price Schedule**” - **Annex C**. Full set of quotation must be submitted with Vendor’s stamp on all pages stipulated in the ITQ. The quotation may be submitted by hand or post in a sealed envelope and endorsed with the words “**Invitation to Quote Ref No: NKF/PL/2018/021 - Provision of Managed First Level IT Support Services For HQ and Dialysis Centres**”. All submission should be no later than **26 October 2018, Friday, 3pm** (the “**Closing Date**”) and delivered by:

If sent by hand

To deposit to : ITQ Box A
Security Counter
National Kidney Foundation
81 Kim Keat Road
Singapore 328836
Attn: Ms Pauline Leong

If sent by post : National Kidney Foundation
81 Kim Keat Road
Singapore 328836
Attn: Ms Pauline Leong

- 4.3 The submitted quotation shall be irrevocable and open for acceptance by NKF for **90 days** from the Closing Date.

4.4 The Vendor, at the point of submission of its bids, is required to provide the following information and/or documents to NKF:

4.4.1 Annex A to F;

4.4.2 Latest audited financial report or published accounts;

4.4.3 Extract of company/ business registration from the Accounting & Corporate Regulatory Authority (ACRA), showing a full list of directors/partners of the Vendor. The date of the extract of company/business registration from ACRA shall not be earlier than 26 October 2015; and

4.4.4 Any other documents relevant to the ITQ of service.

4.5 If you have any inquiries relating to this invitation to quote, please contact Ms Pauline Leong at telephone no 6506 2104 or email to pauline.leong@nkfs.org.

5. **Terms and Conditions**

5.1 The terms and conditions set out in **Annex E** shall form part of the binding contract between the successful Vendor and the NKF.

6 **Price Quotations**

6.1 All prices quoted by the Vendor shall be in the lawful currency of the Republic of Singapore and exclusive of GST.

6.2 All prices quoted by the Vendor shall represent the total cost to NKF.

7. **Applicable Law**

7.1 A person who is not a party to this Invitation To Quote shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of the terms herein.

7.2 This Invitation To Quote is subject to the Laws of Singapore and only the courts in Singapore shall have jurisdiction in respect of any disputes in relation to, in connection with or arising out of this Agreement.

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ITQ REF NO: NKF/PL/2018/021
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Requirement Specifications

NKF will be calling an ITQ our contract for IT Service Desk and First-Level IT Support Services with a competent managed service provider. The coverage of service includes our NKF HQ and all Dialysis Centres (DC) including all upcoming centres. There will be a transition from our existing Managed First-Level Support provider to the incumbent.

We are opening this ITQ to interested vendors for submission of quotations. Quotations should be based on monthly charge and should include all support costs valid for a duration of 2 years (24-months) with the option for a 1-year extension (12-months). The quotation should include ADHOC man-day rate for additional engineering support, if NKF requires.

Refer to addition document - "Managed Services - IT HelpDesk - Annexure for quotation.docx" for the following:

- Annex A** for the location of NKF dialysis centres
- Annex B** for Track Record document
- Annex C** for Price Schedule
- Annex D** for Business and Compliance Requirement

The scope includes:

1. Managed IT Service Desk
2. Dedicated headcount in HQ
3. IT Incident Management
4. IT Service Request Management
5. On-site IT Support Services
6. Wall-to-wall inventory audit
7. Other ADHOC Services
8. Service Desk transition

1) Managed IT Service Desk

- To takeover and manage the hotline number from NKF current Managed First-Level Support provider
- To maintain the dedicated hot line number for logging of incidents/ problems. This dedicated hot line is equipped with customisable call-waiting and after-support hour notification message features
- The centralised Service Desk will need to differentiate calls between HQ or DCs and route related calls to NKF IT Department assigned personnel-in-charge via phone and E-Mail accordingly. A list of services and escalation templates will be provided upon the award of this contract
- IT Service Desk personnel should be competent with good ICT support and excellent customer service experience
- The IT Service Desk will perform incident/ problem logging as well as perform first-level remote troubleshooting
- NKF will provide a domain account for the IT Service Desk to resolve the issue remotely.

- NKF will also provide an email account for logging of incidents and internal communication for the selected vendor. NKF users will be logging incidents to this designated E-Mail and through the dedicated hotline number
- The IT Service Desk should have the following capabilities: -
 - o To log all incidents/ problems/ changes/ or services (templates will be provided upon award of contract)
 - o To provide a detailed report of all logged tickets upon request
 - o To track all calls, and update user on a timely manner
 - o To provide daily, weekly, monthly service reports
 - o To ensure incidents are attended to and resolved within the stipulated time based on the defined Service Level Agreement (SLA)
 - o To differential level 1 tickets and escalate level 2 ticket to relevant parties (workflow will be provided upon award of contract)
 - o To gather all necessary details prior to escalation
 - o Service Desk is expected to manage all daily incoming calls during the support hours
 - o Automated recorded voice reply message must be in place to redirect all after-support hour calls
 - o To automate e-mail notifications to users on incidents logged and status update
 - o To automate the sending of daily/ weekly/ monthly incident reports

IT Service Desk Operating Hours

Monday to Friday
From: 0700hrs to 1900hrs

Saturday
From: 0700hrs to 1900hrs

Sunday
From: NA

2) Dedicated headcount in NKF HQ

- As NKF has the largest user base at HQ, one (1) dedicated support personnel is required to be stationed here when there are no outstanding off-site cases to attend

3) IT Incident Management

- To provide incident management and reporting through an ITSM system (to be provided by the vendor)
- To assign and deploy engineer/s onsite, if service desk cannot resolve
- To update IT department immediately for all severity 1 (Serv-1) incidents
- To ensure all tickets have been attended to and resolve within the stipulated timings as follows: -

Required Service Level

| Severity | Response and Resolution | Impact |
|--------------------------|--|--|
| High Severity (Serv-1) | 1-hr onsite response and 2-hrs resolution | affects entire HQ/ DC or RPOCS-related or WAN connectivity |
| Medium Severity (Serv-2) | 2-hrs onsite response and 4-hrs resolution | affects partial HQ/ DC or more than 1 devices/ users |
| Low Severity (Serv-3) | 4-hrs onsite response and 8-hrs resolution | affects 1 device/ user |

- To provide detailed monthly incident summary report, actual incident extracts from the helpdesk system along with the raw data, and a monthly review meeting on the first week of every month;
 - o A snapshot of the monthly incoming tickets
 - o A snapshot of the monthly resolved tickets with breakdown by resolution time
 - o A snapshot of the tickets via department (HQ/ DCs)
 - o A snapshot of the severity, with open and closed tickets

Incident ticket for the past 3 months

| Jul-18 | Aug-18 | Sep-18 |
|-------------|-------------|-------------|
| 439 tickets | 469 tickets | 480 tickets |

4) IT Service Request Management

To provide support for IT Service Request. IT Department will submit requests 3 days prior to service required date. Services include (but not limited to): -

- Relocate and setup scanners, printers, desktop/ laptop, network equipment, etc.
- Install, Move, Add & Change (IMAC) services
- Standby for training support/ software installations and upgrades

To provide detailed monthly Service Request report

5) On-site IT Support Services

Estimated End User Computing Devices (EUCDs) to be supported

| Sites | Number of Computers | Number of Printers | Number of Scanners |
|---------------------------|---------------------|--------------------|--------------------|
| HQ Building Level 1 - 7 | 500 | 40 | 5 |
| 34 – 36 DCs (by Jun 2020) | 400 | 80 | 40 |

The general scope of EUCD Support Services includes:

- Trouble-shooting and problem resolution of incidents
- Reinstallation of OS and related applications
- Perform data backup and restoration services
- Replacement/ Break-fix of faulty computers and/or related hardware
- Administration and Configuration of EUCD
- End User Device Hardening and Lockdown
- Asset Management (including annual wall-to-wall inventory audit)
- Preventive Hardware/ Software Maintenance for computers, printers and peripherals
- Install, Move, Add & Change (IMAC) services
- Creating and maintaining NKF base images for all EUCDs

Additional Notes

- For machines with warranty, the selected vendor will escalate to the respective manufacturer for repairs/ replacement/ quotation and follow through till they are being replaced

On-site LAN/WAN/WIFI Support

- To manage and support the LAN/WAN connectivity
- To perform first-level troubleshooting on networking devices, optics terminal, routers, serial server, hubs and switches
- To escalate to NKF's designated ISP and follow through till the problem is resolved for any WAN related issues
- To support the Dialysis centres' WIFI access points and WIFI-enabled devices
- To conduct routine testing on the various wireless network within the DC

6) Wall-to-Wall Inventory

- Vendor is required to perform a Wall-To-Wall inventory audit once every service year
- If any of the assets are found missing, vendor should escalate to IT Department immediately

7) Other ADHOC Services

The quotation should include per man-day rate for following ADHOC IT support services based on the below listed timing: -

- a) Office hours first-level EUDC support (from 0700hrs till 1900hrs Mondays to Fridays)
- b) Office hours first-level EUDC support (from 0700hrs till 1900hrs Saturdays)
- c) After-office hours first-level EUDC support (from 1900hrs till 0700hrs Mondays to Fridays)
- d) After-office hours first-level EUDC support (from 1900hrs till 2359hrs Saturdays)
- e) After-office hours first-level EUDC support (from 0000hrs till 2359hrs Sundays)

8) Service Transition

- There will be asset transfer for both IT equipment and phone line
- Vendor is required to take over the phone line from the previous vendor
- The phone line will be transferred over to the newly selected vendor
- Vendor should proactively familiarize and to retrieve or create documentation
- The transition for both parties requires a minimum time frame of 2 months

ANNEX A

NKF Dialysis Centre Locations

| NKF DC ADDRESS LIST | | | |
|---------------------|--|------------|--|
| ADT | The Hour Glass-NKF Dialysis Centre (Admiralty Branch) BLK 761 Woodlands Ave 6. #01-108. S (730761) | KLA | Kwan Im Thong Hood Cho Temple-NKF Dialysis Centre (Kolam Ayer Branch) BLK 43 Bendemeer Rd. #01-1018. S (330043) |
| ALJ | Hong Leong-NKF Dialysis Centre BLK 102 Aljunied Crescent. #01-265. S (380102) | MSD | Jo & Gerry Essery NKF Dialysis Centre BLK 204 Marsiling Drive. #01-188. S (730204) |
| AM1 | Japan Airlines-NKF Dialysis Centre 17 Ang Mo Kio Ave 9. #03-01. S (569766) | PSR | Tampines Chinese Temple-NKF Dialysis Centre BLK 180 Pasir Ris St 11. #01-06. S (510180) |
| AM2 | Western Digital-NKF Dialysis Centre BLK 633 Ang Mo Kio Ave 6. #01-5155. S (560633) | QT1 | Queenstown-NKF Dialysis Centre BLK 55 Strathmore Ave. #01-145. S (140055) |
| AM3 | Pei Hwa Foundation-NKF Dialysis Centre BLK 565 Ang Mo Kio Ave 3. #01-3401. S (560565) | SRG | IFPAS-NKF Dialysis Centre BLK 201 Serangoon Central. #01-30. S (550201) |
| BBK | NTUC Income-NKF Dialysis Centre BLK 103 Bt Batok Central. #01-237. S (650103) | SMI | Kwan Im Thong Hood Cho Temple-NKF Dialysis Centre (Simei Branch) BLK 101 Simei St 1. #01-892. S (520101) |
| BED | Singapore Pools-NKF Dialysis Centre BLK 27 New Upper Changi Rd. #01-694 S (462027) | TM1 | NTUC / Spore Pools - NKF Dialysis Centre BLK 935 Tampines St 91. #01-333. S (520935) |
| BM2 | The Singapore Buddhist Lodge-NKF Dialysis Centre BLK 128 Bukit Merah View. #01-22 S (150128) | TM2 | Wong Sui Ha Edna NKF Dialysis Centre BLK 271 Tampines St 21. #01-99. S (520271) |
| BPJ | New Creation Church-NKF Dialysis Centre BLK 274 Bangkit Rd. #01-54. S (670274) | TWY | Leong Hwa Chan Si Temple-NKF Dialysis Centre BLK 113 Teck Whye Lane. #01-666. S (680113) |
| BP2 | Le Champ - NKF Dialysis Centre (Bukit Panjang Branch) BLK 275 Bangkit Rd. #01-96. S(670275) | TPH | Singapore Airlines-NKF Dialysis Centre BLK 225 Toa Payoh Lor 8. #01-54. S (310225) |
| CLE | NKF Clementi Dialysis Centre BLK 326 Clementi Ave 5. #01-175. S (120326) | URD | Foo Hai-NKF Dialysis Centre BLK 311 Ubi Ave 1. #01-383 S (400311) |
| CP1 | NKF Integrated Renal Centre 500 Corporation Road Level 1 S (649808) | UBK | Sakyadhita-NKF Dialysis Centre Blk 19 Upper Boon Keng Rd #01-1220. S (380019) |
| GMH | Woh Hup NKF Dialysis Centre 1 Ghim Moh Road.#01-358. S (270001) | WCR | The Hour Glass-NKF Dialysis Centre (West Coast Branch) Blk 701 West Coast Rd #01-323. S (120701) |
| HG1 | Spore Buddhist Welfare Services NKF Dialysis Centre BLK 114 Hougang Ave 1. #01-1298. S (530114) | WD1 | Thong Teck Sian Tong Lian Sin Sia-NKF Dialysis Centre BLK 825 Woodlands St 81. #01-30. S (730825) |
| HG2 | NKF Hougang-Punggol Dialysis Centre BLK 628. Hougang Ave 8. #01-108. S (530628) | WD2 | SCAL -NKF Dialysis Centre (Woodlands Branch) BLK 365 Woodlands Ave 5. #01-490. S (730365) |
| JW1 | Sheng Hong Temple -NKF Dialysis Centre BLK 744 Jurong West St 73. #01-19. S (640744) | YS1 | Toa Payoh Seu Teck Sean Tong NKF Dialysis Centre BLK 203 Yishun St 21. #01-239. S (760203) |
| JW2 | NKF Dialysis Centre, Supported by The Sirivadhanabhakdi Foundation Blk 940 Jurong West Street 91. #01-441. S (640940) | YS2 | Le Champ - NKF Dialysis Centre (Yishun Branch) BLK 639, Yishun St 61. #01-168, S (760639) |
| KKT | Tay Choon Hye-NKF Dialysis Centre 81 Kim Keat Rd. S (328836) | YS3 | SCAL - NKF Dialysis Centre (Yishun Branch) BLK 840 Yishun St 81. #01-382 , S(760840) |
| | | | |

* NL - Nurse Led Centre

As at 02nd Aug 2018

*CP2 to be up and running in November 2018.

ANNEX B**Vendor's Experience in Similar Projects**

*All requirement mentioned herewith are mandatory

| S/N | Item | Numbers |
|------------|--|----------------|
| 1 | Total number of similar equipment supported in last 2 years | |
| 2 | Total number of companies supported in the last 2 years - Please provide the list of company names - Please provide list of companies for reference checks | |
| 3 | Total number of years providing this service | |

Vendor's Support Resource Capability

*All requirement mentioned herewith are mandatory

| S/N | Item | Numbers |
|------------|--|----------------|
| 1 | Quantity of dedicated headcount allocated | |
| 2 | Experience of team lead (Please attached resume and supporting document separately) | N.A. |
| 3 | Additional standby resource pool during emergency | |

ANNEX C

INVITATION TO QUOTE
ITQ REF NO: NKF/PL/2018/021
DATE: 22 OCTOBER 2018

TITLE: PROVISION OF MANAGED FIRST LEVEL SUPPORT FOR NKF

PRICE SCHEDULE

| S/N | ITEM | PRICE (exclusive of GST) |
|-----|--|--------------------------|
| 1 | Monthly Recurring First Level Support Cost | |

SCHEDULE OF RATE

| S/N | ITEM | PRICE (exclusive of GST) |
|--|---|--------------------------|
| <u>Per man-day rate (8hrs) for ADHOC IT support services (Support engineer)</u> | | |
| 1 | Office hours from 0700hrs till 1900hrs Mondays to Fridays | |
| 2 | Office hours from 0700hrs till 1900hrs Saturdays | |
| 3 | After-office hours from 1900hrs till 0700hrs Mondays to Fridays | |
| 4 | After-office hours from 1900hrs till 2359hrs Saturdays | |
| 5 | After-office hours from 0000hrs till 2359hrs Sundays | |

Accepted By:

Authorized Signature: _____ Date: _____

Signatory Name: _____ Signatory Title: _____

Telephone Number: _____ Vendor's Name: _____

Email Address: _____ Vendor's Stamp: _____

ANNEX D

**NKF: Managed First Level Support NKF - Business and Compliance Requirement
Professional Customer Service, Configuration, Testing, and Technical Support**

*All requirement mentioned herewith are mandatory

| S/N | Requirement | Comply (Yes / No) | Remarks |
|-----|--|-------------------|---------|
| 1 | <u>Managed IT Service Desk</u> As specified in Requirement 1. | | |
| 2 | <u>Dedicated headcount in HQ</u> As specified in Requirement 2. | | |
| 3 | <u>IT Incident Management</u> As specified in Requirement 3. | | |
| 4 | <u>IT Service Request Management</u> As specified in Requirement 4. | | |
| 5 | <u>On-site IT Support Services</u> As specified in Requirement 5. | | |
| 6 | <u>Wall-to-wall inventory audit</u> As specified in Requirement 6. | | |
| 7 | <u>Other ADHOC Services</u> As specified in Requirement 7. | | |
| 8 | <u>Service Desk Transition</u> As specified in Requirement 8. | | |
| 9 | <u>Support</u> The vendor agrees to provide the support from Monday to Saturday (7am to 7pm) with the current hotline number in accordance to the Expected Service Level as stated for the entire duration of service. | | |
| 10 | <u>Service Level Agreement</u> NKF reserves the right to terminate this SOW in writing at any time, if 95% SLA is not met for 3 months within this service period with a notice period of 60 days. | | |

Vendor Requirement

| S/N | Requirement | Comply (Yes / No) | Remarks |
|-----|---|----------------------|---------|
| 1 | <u>Track Record</u> Please provide details listed in Annex B. | | |
| 2 | <u>Support Team</u> Please provide details listed in Annex B. | | |
| 3 | <u>Single Point-Of-Contact</u> Please provide a Single Point-Of-Contact with relevant decision-making ability for this service. | | |

Accepted By:

Authorized Signature: _____ Date: _____

Signatory Name: _____ Signatory Title: _____

Telephone Number: _____ Vendor's Name: _____

Email Address: _____ Vendor's Stamp: _____

Terms and Conditions**1. Confidentiality**

- 1.1 The Vendor agree to treat as confidential all information received from NKF where NKF has indicated in writing or labelled to be “Confidential”, “Proprietary Information” or with any other comparable legend to similar effect, at the time of disclosure (or if disclosed orally, confirmed in writing by NKF as such within fifteen (15) days after its disclosure), which it may acquire in relation to NKF, including but without any limitation whatsoever, all business information, strategic and development plans, any matter concerning NKF, its affairs, business, shareholders, directors, officers, business associates, clients, patients or any other person or entity having dealings with NKF; information relating to the financial condition of NKF, its accounts, audited or otherwise, notes, memoranda, documents and/or records in any form whatsoever whether electronic or otherwise, and all records indicative of the financial health and status of NKF; technical information in any form whatsoever whether electronic or otherwise; information in any form whether electronic or otherwise, relating to methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs, software, development codes and research projects; business plans, co-developer/collaborator identities, data, business records of every nature, customer lists and client or patient database, pricing data, project records, market reports, sources of supply, employee lists, business manuals, policies and procedures, information relating to technologies or theory and all other information which may be disclosed by NKF to the Vendor which the Vendor may be provided access by NKF whether stored electronically or otherwise; all information which is deemed by NKF to be confidential or which is generated as a result of or in connection with the business of NKF and which is not generally available to the public; and all copies, reproductions and extracts thereof, in any format or manner of storage, whether in whole or in part, together with any other property of NKF made or acquired by the Vendor or coming into their possession or control in any manner whatsoever (the “**Confidential Information**”), which shall be and remain the sole property of NKF and shall be returned to NKF forthwith on demand at any time.
- 1.2 The Vendor shall use all reasonable steps to ensure that any information marked as confidential or proprietary to NKF shall not be disclosed to third (3rd) parties.
- 1.3 The Vendor shall not, without the prior written consent of NKF, disclose any Confidential Information relating to this Contract or any of the contents hereof whether directly or indirectly to any third (3rd) party, which consent shall not be unreasonably withheld, except:-
- (a) for the purpose contemplated in this Contract;
 - (b) with the consent of the other Party and then only to the extent specified in such consent;
 - (c) in accordance with the order of a court of competent jurisdiction; or
 - (d) to the extent as may be required by law, regulation, effective government policy or by any regulatory authority arising out of this Contract or relating to or in connection with the Vendor provided that the Vendor so required must give NKF prompt written notice and make a reasonable effort to obtain a protective order.
- 1.4 The restrictions on disclosure of Confidential Information described in this Clause 1 do not extend to any information that (i) already exists in the public domain at the time of its disclosure; (ii) is already in the Vendor’s possession without restriction on disclosure, as evidenced by written records; (iii) is independently developed by the Vendor outside the scope of this Contract; or (iv) is rightfully obtained from third (3rd) parties.

- 1.5 The Vendor hereby agrees that it shall:
- (a) take all reasonably necessary steps to limit access to Confidential Information of the other Party to those principals, directors, officers, agents, employees, representatives, consultants, independent contractors and professional advisors who are directly concerned with the purposes contemplated by this Contract and are made aware of its confidential status, to the extent reasonably required for the performance of this Contract, and ensure that they do not disclose or make public or authorise any disclosure or publication of any Confidential Information in violation of this Contract; and
 - (b) not to use any Confidential Information for any purpose other than the purposes for which it is intended, pursuant to and in accordance with the terms of this Contract.

1.6 The Vendor must promptly inform NKF about any unauthorised disclosure of NKF's Confidential Information.

2. Payment

- 2.1 Unless otherwise specifically provided in this Contract or otherwise agreed between the parties, NKF's obligation to pay is conditional upon its receiving an invoice from the Vendor for the amount payable, giving NKF no less than thirty (30) days from receipt of such invoice to make payment.
- 2.2 If any invoice is not submitted to NKF within six (6) months upon completion of the Services, NKF shall be released and discharged from any liability to make any payment of the debt in relation to such invoice.
- 2.3 Payment by NKF of any invoices shall not affect NKF's right to reject any of the Services or Deliverables or the Vendor's responsibility to re-perform any Services or re-deliver any Deliverables that do not conform to this Contract. NKF shall have no obligation to pay for any such Services or Deliverables which have not been re-performed or re-delivered by the Vendor in accordance with Requirement Specification in Annex A. Such non-payment shall not constitute a default or breach of this Contract by NKF. In the event of any dispute between NKF and the Vendor with respect to the invoiced Services and/or other related matters, NKF shall pay the undisputed amount and NKF and the Vendor shall promptly seek to resolve the disputed matters with the Vendor.
- 2.4 The Vendor shall submit such invoices or other documents as NKF may require for the purpose of making payment.
- 2.5 NKF shall not pay for expenses or cost of whatever nature other than those expressly set forth in this Contract.
- 2.6 There will be no late payment service charge of any kind.

3. Termination

- 3.1 NKF shall be entitled to terminate this Contract, giving the other not less than two (2) months' notice in writing and thereupon this Contract shall come to end but without prejudice to any right of action of either party against the other in respect of any antecedent breach of the terms and conditions of this Contract by the other. For the avoidance of doubt, no reason needs to be given for the said notice.

4. Personal Data

4.1 Without prejudice to Clause 1 herein, the Vendor shall take all reasonable measures to ensure:

- (a) that any personal data (as defined in the Personal Data Protection Act 2012 (“Act”) as may be amended from time to time) belonging to NKF which is held by the Vendor pursuant to this Contract is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with the provisions of the Act and/or its regulations etc, and that only authorised personnel have access to that personal data;
- (b) that, to the extent that the personal data is no longer required by the Vendor for legal or business purposes, that personal data is destroyed or re-delivered to NKF in accordance with this Contract;
- (c) that NKF is immediately alerted in writing (with full particulars) of any unauthorised access, disclosure or other breach of this Clause 4 and the Vendor shall take, as soon as reasonably practicable, all steps to prevent further unauthorised access, disclosure or other breach of this Clause 4 (including providing NKF with such reports or information concerning such steps as and when requested by NKF); and
- (d) it keeps itself appraised of any and all notices and circulars which NKF may from time to time notify to the Vendor, including without limitation any policies, guidelines, circulars or notices relating to personal data (“**Documentation**”), and to perform its duties or discharge its liabilities pursuant to this Contract in a manner which is consistent with Documentation, and will not cause NKF to be in breach of the same.

4.2 For the purposes of (c) above, the Vendor hereby expressly acknowledges and agrees that it has read the Documentation and is aware of and will compensate NKF for any and all potential loss and damage caused to NKF arising from or in connection with any breach of the above. The Vendor will indemnify and hold NKF harmless from claims or proceedings by third parties and any proceedings, investigations, orders, directions, judgments issued by a court, statutory body or regulatory authority, in connection with any breach of this obligation.

4.3 Notwithstanding and further to anything stated elsewhere in this Contract, NKF reserves the right and the Vendor agrees that NKF may conduct (or appoint a qualified, independent third party to conduct) an audit and/or assessment of the standard of compliance or non-compliance by the Vendor with the obligations under this Clause 4.

4.4 To the extent that the Vendor sub-contracts its obligations under this Contract to a sub-contractor, such sub-contracting shall be subject to NKF’s prior written approval and the Vendor agrees and acknowledges that it shall ensure that this Clause 4 is incorporated into the sub-contractor’s contract.

4.5 Subject to the foregoing, the Vendor’s confidentiality obligations under this Clause 4 shall survive the expiry or termination of this Contract

Accepted By:

Authorized Signature: _____ Date: _____

Signatory Name: _____ Signatory Title: _____

Telephone Number: _____ Vendor’s Name: _____

Email Address: _____ Vendor’s Stamp: _____

ANNEX F

INFORMATION ABOUT VENDOR

ITQ REF NO. _____

ITQ FOR _____

1. Vendor's name: _____

2. Company/Business registration no.: _____

3. Registered address: _____

4. GST registration no. (if applicable): _____

5. Type of business (please select)

() Sole proprietorship () Private company (limited by shares)

() Partnership () Public company (limited by shares)

() Others (please specify): _____

6. Contact person

Name: _____

Title: _____

Tel No.: _____

Fax No.: _____

Email: _____

7. **I declare that I/the Vendor is not related¹ to any person in NKF who is involved in this ITQ howsoever and whatsoever.**

8. The above named Vendor certifies and declares that all information, documents and materials provided in connection with its quotation bid are true and accurate to the best of its knowledge.

Authorised Signature: _____

Signatory's name: _____ Signatory's title: _____

Vendor's name: _____ Vendor's stamp : _____

¹Related refers to the following: Spouse, domestic partner, child, mother, father, brother or sister or close associates; any corporation, business or non-profit organization of which you are serving as staff, officer, board member, partner, participate in management or are employed by; any trust or other estate in which you have a substantial interest or as to which you serve as a trustee or in a similar capacity.