INVIATION TO QUOTE
ITQ REF NO: NKF/PL/2018/022
Date: 21 November 2018

TITLE : PROVISION OF WHEELCHAIR ACCESSIBLE TRANSPORTATION SERVICE FOR PATIENT’S OCCUPATIONAL THERAPY SESSION

1. Introduction

1.1 The National Kidney Foundation (“NKF”) wishes to invite vendor (the “Vendor”) for the provision of transport service for patients’ Occupational Therapy sessions, such service as described in Scope of Service (the “Services”) to all NKF Occupational Therapy centres in Singapore.

2. Scope of Service

2.1 The Vendor shall perform the Services according to the requirements specified in Annex A.

3. Requirement and Delivery Schedule

3.1 The Services shall be delivered to such of NKF’s Occupational Therapy centres as NKF shall stipulate from time to time. Please refer to Annex B for the detailed listing of NKF’s Occupational Therapy centres (as at date of this document). For the avoidance of doubt, NKF reserves the right at any time to increase or decrease the number of and to vary and/or change the location of any or all of the listed Occupational Therapy centres.

3.2 The estimated number of patients requiring transport to Occupational Therapy Sessions is up to 5 per day per centre. This number is subject to changes due to patient cancellation of therapy session due to feeling unwell, hospitalization, deceased or out of the dialysis programme.

3.3 The patient appointment schedule will be sent to the vendor approximately 1 week in advance. Vendor will inform the Occupational Therapist the pick up time for patient.

3.4 Vendors would be informed of any cancellation not lesser than 60 minutes before the appointed collection time. If such a situation arise, there would not be any cancellation fees charged.

4. Validity period

4.1 The Vendor shall provide the Services over a period of twelve (12) months, from January 2019 to December 2019, subject to extension of the period of appointment by NKF.
5. **Submission of Invitation to Quote**

5.1 The quotation submitted by the Vendor shall be as in "**Price Schedule**" - Annex E. 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/2018/022 - Provision of Wheelchair Accessible Transportation Service for Patient’s Occupational Therapy Session**”. All submissions must be received by NKF before **27 November 2018, Tuesday, 3pm** (the “**Closing Date**”). Any submission received after the Closing Date will not be considered by NKF.

**If sent by hand**

To deposit to : ITQ Box B
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

5.2 The address of all the Occupational Therapy centres have been indicated for Vendor’s reference only.

5.3 The Vendor is required to provide the following information and/or documents to NKF:

5.3.1 Vehicle registration with MOH and/or LTA;
5.3.2 Annexes A to G
5.3.3 In-house training records of drivers on how to handle wheelchair bound patients (for wheelchair accessible transport service);
5.3.4 Insurance document covering both vehicle and passenger;
5.3.5 Accredited Certificates
5.3.6 Latest annual report or published accounts;
5.3.7 Original copy of the information on the latest business profile by the Accounting and Corporate Regulatory Authority (ACRA). The date of the business profile should be no more than thirty (30) days from the date of submission;
5.3.8 Track record
5.3.9 Name and contact details of at least two (2) reference customers (Reference check may be conducted on the references provided by the Vendor)
5.3.10 Testimonials from clients
5.3.11 Public Liability insurance
5.3.12 Any other documents relevant to the tender of service

5.4 All quotations submitted by the Vendor must indicate the prices applicable for the estimated numbers of Services specified in point 3 above.
6. **Terms and Conditions**

6.1 The Terms and Conditions as set out in Annex G shall form part of the binding contract between the successful Vendor and NKF. The Vendor shall perform the Services according to the Scope of Service.

6.2 The successful Vendor may be required to enter into further documentation with NKF and shall do so, if so required by NKF.

7. **Price Quotations**

7.1 All prices quoted by the Vendor shall be in the lawful currency of the Republic of Singapore.

7.2 All prices quoted by the Vendor shall represent the total cost to NKF.
ANNEX A - SCOPE OF SERVICE FOR WHEELCHAIR ACCESSIBLE TRANSPORTATION SERVICE FOR PATIENT’S OCCUPATIONAL THERAPY SESSION

1. Scope of Work for Wheelchair Accessible Transport

   i. To provide transport service only for NKF patients receiving Occupational Therapy Services.

   ii. The service required by each patient could be that of a single trip (patient’s home to NKF Occupational Therapy centre or NKF Occupational Therapy centre to patient’s home) or a round trip (from patient’s home to NKF Occupational Therapy centre and back).

   iii. The service required will also have to include option for Group pick ups (multiple pick ups from patients' homes to NKF Occupational Therapy centre and back). Each group pick up will cater for up to 4 patients.

   iv. For all trips, be it individual or group pickups, the service required will need to allow caregivers to travel with the patient.

   v. The service required will have to include option for pick up from patient’s home unit as well as patient’s void deck and drop off at Therapy Centre clinic or front entrance of building of Therapy centre. Return trip will likewise include option for pick up and drop off from clinic or front entrance of building to patient’s home unit or void deck.

   vi. For Group trips where a patient requires pick up from his home unit to the vehicle, the Vendor will have to ensure that there is another staff with the remaining patients in the vehicle while the patient is being escorted from home to the vehicle, and likewise for the return trip from vehicle to home.

   vii. For patients conveying on wheelchair, they must be secured by safety belt onto the wheelchair, and the wheelchair must be well secured to prevent it from stirring/moving.

   viii. In the event of any resistance from the patient with regards to the arrangement, the Vendor shall inform the Occupational Therapist of NKF. Vendor will still have to make a trip to the Occupational Therapy centre to stamp the acknowledgement slip even if the patient refuses to go for therapy. Such trip would be considered as single trip.

   ix. Vendor shall inform the respective Occupational Therapy Centre of any delays in ferrying patients.

   x. In cases where patients are ferried from the Occupational Therapy centres to the hospitals for their follow up appointment etc, such cases are not considered as within the appointed scope of service and the patients will bear the costs in such cases. For the avoidance of doubt, NKF shall not in any way be responsible for the costs of services not within this scope of service. The additional costs (if any) must be resolved with the patient direct and NKF shall not howsoever or whatsoever be responsible for the patient’s safety/well being for this part of the trip. Such trip would be considered as single trip if the vendor was scheduled to bring patient to the Occupational Therapy centre.

   xi. Must be able to accommodate changes due to medical appointments or any other unforeseen circumstances.
xi. The Vendor shall adhere to the stipulated time on ferrying patients to and fro the Occupational Therapy centre. The therapy slots for the different types of services is detailed below:

<table>
<thead>
<tr>
<th>Type of Therapy Session</th>
<th>Venue</th>
<th>Therapy slot times</th>
<th>Pick up/drop off</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>HQ, 109 Whampoa Road &amp; IRC</td>
<td>0900-1000</td>
<td>Pick up from patient’s homes must factor in travelling time to reach centre punctually at appointed therapy slot time.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1000-1100</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1100-1200</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1300-1400</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1400-1500</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1500-1600</td>
<td></td>
</tr>
<tr>
<td>Group</td>
<td>IRC</td>
<td>0900-1130</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1330-1600</td>
<td></td>
</tr>
</tbody>
</table>

xii. Vendor is required to inform the respective Occupational Therapy Centres at the soonest possible, or within 24 hours at the latest, should any incident happen to patient during their care. Subsequently, vendor is required to submit a report of this incident to NKF Purchasing department and Occupational Therapy department within 48 hours.

2. Lapse of service

i. The NKF will not tolerate any negative attitude lodged against the Vendor with evidence and such negative attitude shall be considered as a service lapse.

ii. Other service lapses include (but not limited to) delay in picking patient to and from the Occupational Therapy centre and non-compliance to the defined scope of service stated in paragraph 1 above.

3. Demerit points

i. Demerit point will be issued for each item stated in Annex C.

ii. For every three (3) demerit points incurred by the Vendor within a calendar month, a charge of $500 will be levied.

iii. The penalty shall be deducted from any payment due or becoming due to the Vendor. Alternatively NKF also has the sole discretion and right to require the Vendor to pay the charge so imposed.

iv. The Vendor agrees and acknowledges that the charge is not a penalty but an incentive for the Vendor to provide good service to NKF.

4. Payment

i. A receipt shall be issued by the Vendor to the Occupational Therapy centre upon completion of transfer of our patient to the Occupational Therapy centre. The receipt should be duly signed and stamped by the staff at the Occupational Therapy centre.
ii. All duplicate copies of the signed and stamped receipts along with the invoices should be provided and marked to the attention of NKF Finance Department for processing of payment.

iii. Upon the receipt of the invoice from the Vendor, the Vendor shall give NKF no less than thirty (30) days to make payment. If any invoice is not submitted to NKF within six (6) months upon the 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.

5. Conflict

i. Where any of the Terms and Conditions of this Scope of Service is in conflict or at variance with the Conditions of Contract, the Terms and Conditions of this Scope of Service shall prevail.
## ANNEX B - REQUIREMENT OF VEHICLE

<table>
<thead>
<tr>
<th>SNo</th>
<th>Description of Requirement</th>
<th>Yes</th>
<th>No</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Vehicle must be installed with wheelchair lift designed to raise and lower a patient on wheelchair to enter and exit a vehicle.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Capable of taking on minimum of 1 patient on wheelchair and up to 4 wheelchairs and caregivers.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Wheelchair Platform</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| a   | Platform size for 1 wheelchair patient:  
      Width: 700 mm (minimum)  
      Length: 1200 mm (minimum)  
      (If not please state platform dimensions) |     |    |         |
| b   | Lifting capacity: minimum 140 kg |     |    |         |
| c   | Operated with hand-held control or fully automatic |     |    |         |
| d   | With manual back-up system for raising and lowering the platform in case of electric failure. |     |    |         |
| e   | Patient and wheelchair is secured when platform is in operation with locking mechanism such as platform installed with inner roll stop and outboard roll stop to secure wheelchair etc. |     |    |         |
| f   | Minimum doorway height of 1230 mm to ensure overhead clearance between the door opening and raised lift platform.  
      (If not please state doorway height) |     |    |         |
| g   | Reflective tape to be placed at the edge of wheelchair platform to enable objects to become visible at night or in low light situations. |     |    |         |
| 4   | **Vehicle Interior**       |     |    |         |
| a   | Passenger seats must be easily foldable or remove when required. |     |    |         |
| b   | Space for at least 1 patient seated on wheelchair:  
      Length: 1130 mm (minimum)  
      Width: 690 mm (minimum)  
      Height: 1340 mm (minimum)  
      (If not please state allocated space dimensions) |     |    |         |
<p>| c   | Wheelchair must be secured facing towards the front or rear of the vehicle. |     |    |         |
| d   | Handrails or handholds installed at wheelchair area should not be extended into the wheelchair space. |     |    |         |
| e   | Wheelchair space must be fitted with wheelchair tie-down system or wheelchair restraint system. |     |    |         |
| f   | Patient travelling on wheelchair is secured with restraint system such as seat belt and/or shoulder harness. |     |    |         |
| g   | Padded head and back restraint was installed for patient on wheelchair. |     |    |         |
| h   | Seat belts are installed for seated patients. |     |    |         |
| i   | Inside cabin camera for monitoring of patient safety. |     |    |         |
| 5   | <strong>Safety Equipment</strong>       |     |    |         |</p>
<table>
<thead>
<tr>
<th>SNo</th>
<th>Description of Requirement</th>
<th>Yes</th>
<th>No</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Fire extinguisher that complies with EN3 standard and stowed safely in the vehicle.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>First Aid Kit installed and complies with the authority's recommendation.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Warning signage - an advance warning triangle that complies with the approved standard by LTA.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Automatic activation of hazard warning lights when the entrance or exit door is opened.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6 Other safety requirements

| a   | Vehicle with signage to indicate that the vehicle is wheelchair accessible.                |     |    |         |
| b   | Provided signage to wheelchair user and driver on positioning of wheelchair and the use of seat belts / restraint system for all passengers. |     |    |         |
| c   | Installed handrails and stanchions at the entrance of vehicle to assist patient in boarding the vehicle. |     |    |         |
| d   | Surface of vehicle floor area must be slip-resistant.                                      |     |    |         |
| e   | Lights should be fitted in the vehicle to allow both wheelchair users and other passengers to board and alight vehicle safely. |     |    |         |
| f   | Reflective tape on the exterior of the vehicle to ensure visibility of vehicle in low light situations. |     |    |         |
ANNEX C - LIST OF OCCUPATIONAL THERAPY CENTRES

<table>
<thead>
<tr>
<th>SNo</th>
<th>Name &amp; Address of centre</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Occupational Therapy Level 4, NKF HQ 81 Kim Keat Rd, S (328836) Tel: 6506 2285</td>
</tr>
<tr>
<td>2</td>
<td>Occupational Therapy NKF Peritoneal Dialysis Activity Centre #01-09, 109 Whampoa Road, S(321109)</td>
</tr>
<tr>
<td>3</td>
<td>Occupational Therapy NKF Integrated Renal Centre 500 Corporation Road S(649808)</td>
</tr>
</tbody>
</table>

ACCEPTED BY

AUTHORISED SIGNATURE : ________________________________

SIGNATORY’S NAME : ________________________________

SIGNATORY’S DESIGNATION : ________________________________

CONTACT NO. : ________________________________

VENDOR’S NAME : ________________________________

VENDOR’S STAMP : ________________________________
## ANNEX D - DEMERIT POINTS

<table>
<thead>
<tr>
<th>SNo</th>
<th>Description</th>
<th>Demerit Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Staffs are reported to be rude and non-comforming to the required competencies.</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Fail to adhere to the stipulated time on ferrying patient to and fro of the Occupational Therapy center and non compliance to the defined Scope of Work stated in paragraph 1 above.</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>More than 2 complaints from Occupational Therapist in a month.</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Fail to report incident happen within 24 hours to Occupational Therapist within their care.</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Medical transport provided is not clean and free from pests, fail to ensure infection control is adequately performed.</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Adverse incident on patients that is found to be a direct result of the vendor's deficiency or negligence in service provision.</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Patients are found unattended while in the vehicle.</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Drivers are found leaving the vehicle running and unattended.</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>Drivers fail to enforce the use of seat belts by all vehicle occupants.</td>
<td>2</td>
</tr>
<tr>
<td>10</td>
<td>Drivers exceed speed limits while ferrying patients.</td>
<td>2</td>
</tr>
<tr>
<td>11</td>
<td>Vendors fail to ensure that the vehicle is in good condition by conducting daily inspection according to checklist and require to do wipe down after every patient has been dispatched.</td>
<td>2</td>
</tr>
</tbody>
</table>

**ACCEPTED BY**

**AUTHORISED SIGNATURE :**

**SIGNATORY’S NAME :**

**SIGNATORY’S DESIGNATION :**

**CONTACT NO. :**

**VENDOR’S NAME :**

**VENDOR’S STAMP :**
ANNEX E

PROVISION OF TRANSPORTATION SERVICE FOR PATIENT’S OCCUPATIONAL THERAPY SESSION

PRICE SCHEDULE

VALIDITY OF QUOTE: January to December 2019

<table>
<thead>
<tr>
<th>Wheelchair accessible vehicle</th>
<th>Unit Price (exclusive of GST)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Trip</td>
<td></td>
</tr>
<tr>
<td>Round Trip</td>
<td></td>
</tr>
<tr>
<td>Group Trip:</td>
<td>-</td>
</tr>
<tr>
<td>Cost of first patient</td>
<td></td>
</tr>
<tr>
<td>Cost of second patient</td>
<td></td>
</tr>
<tr>
<td>Cost of third patient</td>
<td></td>
</tr>
<tr>
<td>Cost of fourth patient</td>
<td></td>
</tr>
<tr>
<td>Lease of vehicle for whole day 8am – 5pm</td>
<td></td>
</tr>
<tr>
<td>Cancellation of trip (less than 1 hour notice before the appointed collection time)</td>
<td></td>
</tr>
</tbody>
</table>

*Note: The price quoted should be inclusive of caregiver, time, location, public holiday etc. There should be no further change in charges.*

ACCEPTED BY

AUTHORISED SIGNATURE :

SIGNATORY’S NAME :

SIGNATORY’S DESIGNATION :

CONTACT NO. :

VENDOR’S NAME :

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 related 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.
Annex G

**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: _______________________

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