

TENDER NO. 20160202

**SCHEDULE
ADDITIONAL TERMS AND CONDITIONSⁱ**

TENDER NO. 20160202

TENDER FOR THE SUPPLY AND DELIVERY OF:

- 1. BLOOD TUBING SET WITH DRAINAGE BAG,**
- 2. ARTERIAL VENOUS FISTULA NEEDLES, 15G and 16G &**
- 3. STERILE RECIRCULATION TUBE TO NKF**

1. Term of Contract

- 1.1 This Contract shall commence on the date stated in the Letter of Acceptance and shall remain in force for a period of twenty-four (24) months 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).
- 1.2 Unless otherwise stipulated by the NKF, all purchases for the Goods made during the extended period of this Contract shall be subject to the terms and conditions hereof (as may be amended, varied, supplemented and/or replaced from time to time), and the Goods purchased during such extended period shall be deemed to be Goods as defined in this Contract.

2. Orders for Goods

- 2.1 The Goods shall be provided by the Contractor to the NKF as and when ordered by the NKF. Where the Contractor receives any order for the Goods, the Contractor shall proceed to supply the Goods in accordance with the delivery dates and other details of the order.
- 2.2 The Contractor shall submit an invoice to the NKF for the Goods ordered upon satisfactory completion of the supply thereof to the NKF.

3. Expiry Period for Goods

- 3.1 Goods having an expiry date of three hundred and sixty five (365) days or less from the date of delivery by the Contractor to the NKF shall be deemed Goods that are not in accordance with the Contract, and NKF shall be entitled to require the removal or replacement of such Goods pursuant to Clause 3.2 of the Condition of Contract.

4. Consumption of Goods

- 4.1 If, at the end of the Contract period, the consumed Goods shall be less than the estimated quantity as in the Price Schedule, the parties shall discuss in good faith as to how to resolve the shortfall as between the parties, taking into account all relevant facts and circumstances.
- 4.2 Clause 4.1 shall not apply if the shortfall is not more than five percent (5%) of the estimated quantity as in the Price Schedule.

5. Non-Performance of Goods

- 5.1 The submitted samples after approval shall indicate the standards to be maintained for the duration of the Contract. Goods that were supplied and did not meet the standards shall be deemed as defect Goods. If the defect Goods exceeding 5% of the total quantity purchased monthly, the NKF and Contractor shall discuss in good faith as to how to resolve the defective products as between the parties, taking into account all relevant facts and circumstances.

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5.2 The Contractor shall revert the rectified or enhanced product to NKF within three (3) months. (indicative period and shall be review accordingly) During the mentioned interim period of three (3) months , the Contractor shall when so required by NKF at its own expense liable for any increased cost for Goods purchase from alternative source.

6. Stockpile of Goods

6.1 The Contractor shall undertakes that during the term of this Contract to have at least two (2) months stock pile of the Goods to be made available to NKF. However during the last two (2) months of the Contract, the Contractor shall be entitled to utilise/supply Goods from the stock pile to NKF only and not to any other third party(ies). For the avoidance of doubt, NKF shall have no obligation/liability whatsoever to utilise and/or purchase the said two (2) months stock pile of the Goods in the event the said two (2) months stock pile is not utilised/supplied to NKF by the Contractor during the last two (2) months of the Contract.

Accepted By:

Authorised Signature: _____

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

Tenderer's name : _____ Tenderer's stamp: _____

Insert additional terms and conditions not contained in the standard terms and conditions. Examples of some additional terms are stated above.