

Reference: WA/FG/MAR/2024
Date: 2 March'24

POLICY TITLE: Vendor Registration and Credentialing

APPLIES TO: Level 1 – Hamad Medical Corporation

I SCOPE/PURPOSE

This policy and procedure governs the registration and credentialing of all sales and service representatives who do business with Hamad Medical Corporation (HMC).

II POLICY

The responsibility of Supply Chain Management is to provide centralized purchasing, receiving, and distribution of materials and equipment. The primary objective is to procure the highest quality merchandise at the best value, and on a timely basis. Broad participation and active competition are encouraged. To accomplish this objective, Supply Chain Management will evaluate, register and credential vendors who are then authorized to compete for HMC business and are qualified to bid on specific products and services.

Each Supplier, sales or service representative must complete registration and evaluation procedures in order to be approved and considered in the tender process. Bids from Suppliers not registered and appropriately credentialed for the product or service category being tendered will not be considered.

Each registered vendor, sales or service representative will be credentialed to a specific category of Products and Services.

Category M – Medical Consumables

Category P – Pharmaceuticals

Category E – Engineering

Category G – General

Supplier credentialing will be based on the following criteria:

- Quality of products or service in category
- Ability to deliver products or services according to specifications
- Ability to meet standardized HMC terms and conditions
- Delivery lead times
- Participation in GHC contracts (for manufacturers only)
- Availability and quality of service and product support
- Financial stability

In addition, each Supplier will be assigned a Supplier level based on performance. These levels will be monitored and changed as required based on the on-going performance of the vendors. Initially, levels will be assigned based on past performance with existing vendors. Levels will be assigned as follows:

- Level 1: Good Standing
- Level 2: Incident(s) of poor service, quality or deliverability
- Level 3: Probation for poor service, quality or deliverability
- Level 4: Disqualified for poor service, quality or deliverability

All registration and credentialing decisions are at the sole discretion of Supply Chain Management. The Assistant Executive Director of Supply Chain for Procurement will conduct evaluations of registered and credentialed vendors on a regular basis. Results will be communicated with the Executive Director of Supply Chain Management. Based on these findings HMC may rescind or revise a registration or credential at any time at its discretion.

INFORMATION ON TERMS & CONDITIONS

i) General Terms & Conditions:

All orders are issued subject to Hamad Medical Corporation's (HMC) Standard Terms and Conditions that are issued with either tender documents or RFQs (Request for Quotations) and which form part of the contract. This copy of HMC's Terms and Conditions are for general information purposes only.

No information shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default, or that is a defaulter, or otherwise, upon any obligation, or has failed to perform in good faith any previous contract with HMC.

All the articles and clauses stipulated in the Government Law No. 24 of 2015 as may be amended regulating tenders are auctions are considered to be part of HMC terms and conditions (therefore, any scenario which is included in the Qatar Law but not covered within HMC terms and conditions will still be considered as valid and applicable being part of Government general terms and conditions).

ii) Contract Requirements:

Successful respondent's proposals and tender responses will be advised and a formal contract will be agreed. To avoid confusion, each proposal must state the assumptions made when preparing the proposal or tender response. Submission of a successful proposal or tender response is not the end of the contractual process; further negotiation over the contract terms and conditions will be necessary and may be pursued with multiple bidders. Additional material may be submitted with the proposal as attachments. Any attachments, documents, letters, or material submitted by vendor with its proposal shall be binding and may be included as part of the final contract.

For signing the contracts, collection of purchase orders and collection/ submission of quotations, please note that:

- Only authorized person mentioned on the Commercial Registration with full signature power (Absolute Power) can sign the contract.
- Or Person on the Commercial Registration with Absolute Power can issue a Power of Attorney certified by the Real Estate Registration Department at the Ministry of Justice for any other person to sign the contract on his behalf with HMC.

iii) Governing Law and Venue:

The validity and effect of any contract shall be determined in accordance with the laws of the State of Qatar without regard to the choice of law doctrine. Any court intervention sought by either party to the contract shall be in the State of Qatar. Any area or issue not directly addressed in these terms and conditions will revert to the law in the State of Qatar.

iv) Fair Market Value:

The parties shall agree that any amount paid by HMC to the Supplier under the contract shall be determined by the parties through good faith and arms-length bargaining to be the fair market value for the services or goods. No amount paid or to be paid is intended to be, nor shall be construed as, an offer, inducement, or payment, whether directly or indirectly, overtly or covertly, for the referral of patients by the Supplier to HMC (or vice versa), or for the recommending or arranging of the purchase, lease, or order of any item or service. In addition, the parties shall agree that no amount paid or advanced under the agreement includes any discount, rebate, kickback, or other reduction in charge. Any Supplier who violates the principles referred to in this clause iv will be referred to the appropriate authorities.

v) Collusion:

- HMC employees may not have any personal interest, direct or indirect, in contracts to be concluded or projects to be executed by HMC, or in other field of its activities and by entering into a Contract with HMC, it will be implicit that the principles in the clause v are adhered to by the Supplier.
- Supplier agrees that by submitting its response to any Purchase Request (PR), Tender, Request for Proposal (RFP) or Request for Information (RFI) that the Supplier's proposal was prepared and submitted without collusion with any other vendor or employee of HMC.

vi) Rejections:

HMC reserves the right to reject any registration, credentialing, and all proposals or tender responses received when, in its opinion, the best interests of HMC will be protected by such action.

vii) Terminations:

HMC shall have the right to terminate the Contract for breach or at will in accordance with the provisions for termination in the Contract.

viii) Assignment:

Suppliers must agree that they will not assign any rights or obligation under the contract (including, without limitation, payment) without the prior written consent of HMC.

ix) Compliance:

Supplier must comply with all applicable laws, ordinances, rules and regulations. Supplier must agree to defend, indemnify, and hold harmless HMC, its affiliates and their respective officers, directors, employees, and agents from any fine, penalty, or damage for any actual or alleged failure on the part of the Supplier to comply in any respect with its obligations pursuant to this clause. In addition, where applicable, the Vendor must comply (i) with any accreditation standards such as those of the Joint Commission International (JCI), (ii) with the rules and regulations of the Ministry of Economy and Commerce.

x) Insurance:

Supplier shall furnish HMC with a certificate or certificates of insurance, certifying that the Supplier has comprehensive general liability and professional liability insurance. Supplier must provide evidence of insurance against all claims for damages, loss of property, and for bodily injury including, without limitation, death resulting from any international or negligent act or omission of the Supplier, its employees or agents.

Hamad Medical Corporation will assume responsibility for insuring the Goods where orders are placed directly with overseas Contractors providing that insurance is not included with prices in quotation. Local Contractors shall be responsible for providing insurance cover from the point of manufacture to the warehouse (Receiving Section) of HMC at their own expense.

xi) Press Releases:

Supplier shall not make or permit any public statement or issue any press release respecting the particulars of any PR, RFP or RFI, or its response thereto, or any contract that may result there from.

REGISTRATION GUIDELINES AND GENERAL TERMS AND CONDITIONS:

1) INTRODUCTION

This vendor guide is designed to acquaint current and potential suppliers with policies and procedures that will enable sales and service representatives to effectively and appropriately coordinate their activities with Supply Chain Management and with other departments in Hamad Medical Corporation (HMC).

The responsibility of Supply Chain Management is to provide centralized purchasing, receiving and distribution of materials and equipment. The primary objective is to procure the highest quality merchandise at the best value, and on a timely basis.

In pursuit of this objective, broad participation and active competition are encouraged.

2) APPOINTMENTS

Supply Chain Management's normal business hours are 7am to 3pm, Sunday through Thursday. All appointments must be pre-scheduled directly with the concerned staff. Walk-in requests will not be accommodated.

3) REGISTRATION & IDENTIFICATION

Sales representatives visiting any hospital must report to the appropriate Security Checkpoints in order to obtain a visitor badge and to sign the Visitors' Register prior to visiting any department.

On the completion of the visit, representatives should return their badges to the Security Officer and sign out. Representatives are prohibited from being in patient care areas without a pre-scheduled appointment. In cases which violate HMC's Policy # OP4121 "Visitation of Vendors to HMC Facilities", Supply Chain Management reserves the right to:

- Eliminate and/or not allow future requests for meetings.
- Reduce HMC's future requests for quotations (i.e. tender invitations).
- Refer the repeated violations cases to Police authorities as acts of "Disturbing the Authorities".

1. **For appointments** with the end-users, you may contact the following:

(a) Mr. Thanseer Bappirampeth (Fax Operator)

Email: TBappirampeth@hamad.qa; purchasing@hamad.qa, Tel no: 44392381/ 2492, Fax No: 44423399

(b) Mr. Aaron D'souza

Email: ADSouza@hamad.qa, Tel no: 44392117/ 2890, Fax No: 44423399

2. **For items evaluation**, please contact SupplyChain-CustomerService@hamad.qa

(a) Mr. Jahfar Chalilakath

Supply Chain Coordinator, Customer Support Section

TEL: 44391235, FAX: 44391875, Email: JCHALILAKATH@hamad.qa

(b) Mr. Govindaraj Perumal

Assistant Stock Control Analyst, Customer Support Section

TEL: 44391692, FAX: 44391875, Email: GPerumal@hamad.qa

(c) Ms. Maryam Ibrahim Gabasidh

Technical Secretary, Customer Support Section

TEL: 44391691, FAX: 44391875, Email: Mgabasidh@hamad.qa

4) SAMPLES & EQUIPMENT

Any merchandises or equipment items for evaluation or loan arrangements will not be accepted by HMC without an authorized approval fax, letter or email from Supply Chain Department.

If a representative wish to demonstrate a product in the prospective area of use, arrangements should be made with the department director or clinical manager and coordinated with the appropriate Buyer.

Equipment placed at HMC for trial or loan:

- Must be documented by an approval fax, letter or email from Supply Chain Department that specifies the trial period.
- Must be inspected by Receiving and Biomedical Engineering prior to delivery to the area of use.
- Must be accompanied by pre-use in-service training.
- Must be removed by the representative at the end of the trial period or earlier, if so advised.

For Samples:

- a) Equivalent product may be acceptable. (Size of samples should be same as requested or must be very close to the requested sizes).
- b) Provide at least 5 samples (separately 5 pcs for each size if different sizes are requested of the same item, even though the Brand or Manufacturer is the same) along with your quotations unless stated otherwise. Late samples will not be accepted.
- c) If the Supplier is providing samples for more than one item from one RFQ, then the samples must be labeled with line item number properly.
- d) Samples must be in their final shape as registered and marketed at the country of origin (please do not unpack and change the original shape of packing).
- e) Every sample must bear all necessary information of the offered item (e.g. batch number, expiry date, manufacturer's name, country of origin, etc.).
- f) Item's information must be inerasable and must be printed "in English" aside from any other language rather than being mentioned (handwritten) on the label. (Sticker label not acceptable, must be pouch printed).
- g) Samples must be STERILE where requested for sterile items.
- h) For verification, assurance, cross-reference and or crosschecking purposes, Suppliers are required to advise the reference sites and countries, customers where their product had been sold and marketed.
- i) Samples can be handed/ delivered directly to the end-users or Buyers however proof receipt of the submission of samples must be attached to the quotation (to show that the samples have already been submitted to the end-user or Buyer).
- j) Storage condition: To ensure the safety and quality of the samples (especially cold medication), temperature conditions and proper labeling and symbols (in case of hazardous, flammable material and or freeze tag, etc.) must be clearly mentioned on the technical and commercial offers as well as to be conveyed verbally and in written while submitting the sample in order to avoid any damage to the items.
- k) Any sample which is perishable, hazardous, flammable, sterile, disposable and/or consumable will not be returned to the Supplier. For any other items, Bidders can take their samples within 7 working days of the date of rejection and if not collected, such samples may be destroyed or donated by HMC.
- l) Samples not meeting the above criteria may not in the discretion of HMC be considered for evaluation.

5) SUPPLIER CATALOGS

HMC is pleased to accept a copy of the Supplier catalog. HMC does however, prefers electronic catalogs CDs whenever possible and web access information can be sent to:

Hamad Medical Corporation
Supply Chain Management
Procurement Section
P.O. Box: 3050
Doha – Qatar

6) PRODUCT DISPLAYS

Displays of commercial products will be permitted for educational purposes only and must be approved by the Executive Director or the Assistant Executive Director of Supply Chain Management and the Director of the Department where the display is to appear.

7) GROUP AFFILIATION

HMC is a member of the GHC-GCC (Gulf Health Council for Cooperation Council States) buying group. HMC will primarily support those vendors endorsed by GHC contracts.

Complete terms and conditions are available on: <http://ghc.sa/en-us/Pages/group purchasing tenders general terms conditions.aspx>

8) PERFORMANCE

The performance of Suppliers will be rated by the following standards:

- Ability to supply product or service according to specifications
- Quality of products or service
- Delivery of products or services according to specifications
- Ability to meet standardized HMC terms and conditions
- Delivery lead times
- Availability and quality of service and product support
- Financial stability of the organization

9) COMPLIANCE

Failure on the part of sales and service representatives to comply with established policies and procedures will result in:

- **First violation** – verbal warning.
- **Second violation** – written notice to representative and their supervisor that hospital call privileges have been suspended pending review and a meeting between the Executive Director of Supply Chain Management and the representative supervisor.
- **Third violation** – written notice to representative(s) and their supervisor that the representative's call privileges have been terminated.

10) ENDORSEMENTS

The use of HMC's name as an implied or explicit endorsement of a product is not permitted without the approval of HMC.

11) TERMS AND CONDITIONS

- HMC has developed Quotation and Purchase Order Terms and Conditions documents that outline the expectations of vendors and explain how HMC conducts business.
- All the articles and clauses stipulated in the Government Law No. 24 of 2015 Regulation of Tenders and Auctions "Law" are considered to be part of HMC Quotation Terms and Conditions (therefore, any scenario which is included in the Law but not covered within HMC Quotation Terms and Conditions will be valid. Any conflict of interest between the HMC Quotation Terms and Conditions and the Law, the Law shall prevail.
- **The Supplier has the responsibility to read the updated Terms and Conditions carefully, which are available on HMC website @ www.hamad.qa/vendors and also on the Ministry of Finance Monaqsat website.**

12) PRICING

- Prices must be itemized to HMC Stores/ Al Khor Hospital Stores/ The Cuban Hospital Site/ Al Wakra Hospital Site in Qatari Riyals only (both in figures and words). Grand total must also be indicated.
- For overseas vendors, the currency rate applicable will be of the day of opening the quotation however quoted price should be static and valid for 15 days from the date of opening of quotation (closing date) regardless of regular fluctuation in currency rates.
- The prices quoted in the vendor's proposal and any associated terms and conditions must remain firm for the term of the awarded contract.

13) REQUEST FOR QUOTATION

- Requests for tender quotation on contracts and capital equipment will be submitted to selected vendors. Specifications will be included, and a time frame for returning tender responses will be indicated. Where quotations are not submitted within the stated time frame, such quotations will be excluded from consideration. Contract decisions will be based on:
 - GHC contract affiliation
 - Product cost
 - Deliverability
 - Product quality
 - Serviceability
 - Vendor Registration and Credentialing
- Validity of Offer by Suppliers: Minimum 90 days.

- For Suppliers it is **MANDATORY** to quote for all items. For specific cases, HMC might not accept partial offers.
- Suppliers may submit an alternative offer however the main offer and the alternative offer both will be considered for evaluation.
- Where specified by HMC, tenders shall be submitted in two sealed envelopes, one for the Technical offer and the other for the Financial offer. The Technical envelope shall include the provisional insurance (Bid Bond) in addition to the data and documents required by HMC to verify that the Technical offer meets the required conditions and specifications, along with the technical qualification and financial ability of the tenderers that suits subject of contracting. The Financial offer shall include prices of the items required in the table of quantities.
- The technical offer must include the following:
 - a. Technical Offer Form, which includes the company's name in Arabic or English, the trade mark if any, the commercial registration number and its expiry date if any, the business activity, the classification certificate number issued by the Department if any, and a clearance certificate from the Tax, the company's partners, the responsible manager, and the company's address and data.
 - b. Catalogs, drawings, bills of quantities and data related to the types of materials, tasks, equipment, and devices required to be supplied, the method of their operation or the method of executing the works under the tender, the schedule of completion and delivery, and the period of guarantee and maintenance if stipulated in the tender documents.
 - c. A statement of the equipment and devices available to the bidder to complete the required work.
 - d. List of spare parts and operating supplies, indicating their consumption rates.
 - e. Data on the names, jobs and experiences of the cadres to be assigned to supervise the implementation of the process and the length of the company's experience in its field of work.
 - f. Name of the company manufacturing the items and the country of origin.
- As per Article (37) of Government Procurement Policy, the tenders shall be submitted in the time frame stated in the announcement, signed by the stakeholders, through the tender form sealed by the Government Agency stamp and accompanied by the tables of quantities, sealed with the company's stamp, **placed inside a plain sealed envelope (without company's logo)**, along with the subject of tender written on the envelope, tender number and the deadline for submission of the tenders, without any reference of the tenderer.
- The tenderer or his representative shall place the envelopes in the location specified for this purpose, after signature of the concerned official of all envelopes, registration of the date and time of delivery, while tenderers from outside the State may send their tenders to the Committee before the deadline, provided that recipient of the tender shall hand it over to the secretariat of the Committee on the delivery date.
- In application of provisions of law number (8) of the Year 2002 on regulating the business of Commercial Agents, a Commercial Agent who is exclusively licensed to distribute, sell products and commodities or to deliver certain services within the scope of the agency is required to be registered in the Commercial Agents register at The Competent Department in The Ministry of Commerce & Industry in order to be approved by HMC.
- **Suppliers are required to submit along with their quotation the following:**
 - 1) Agency, Sole Agency or Distributor Authorization letter from the manufacturer directly itself to supply or distribute their product(s), not from the Regional Middle East Office. (The letter is recommended to be legalized by Qatar Embassy or notarized by relevant Ministry/ Department).
 - 2) Copy of registration and classification at the Ministry of Finance.
 - 3) Certificate of Free Sales.
 - 4) Qatar In-country-value (QICV) Certificate (Reference: Ministry of Finance Circular No. 2).
- All quotations must be properly stamped and signed by duly authorized person.
- Quotations must be printed or type written, hand written quotations will not be accepted.
- All submissions must declare the Manufacturer's name and country of origin.
- Suppliers must also advise the country of origin for the RAW Materials.
- Incomplete compliance form will result in the Supplier's quotation being excluded from consideration and HMC reserves the rights to reject the offer without notification.
- In case of multiple options offered, a compliance form sheet shall be separately filled for each option.
- Any extra options or advantages in the same offered item not listed in the compliance form sheet must be clearly stated in the original offer or quotation in point by point form.
- According to the new law issued by the Ministry of Finance, Department of Government Procurement Regulation dated at 07 June 2023: HMC reserves the right to amend the quantities or size of the contracts concluded in accordance with the provisions of the law by increasing or decreasing under the same conditions and prices , at a rate not exceeding (20%) of the total contract value or its duration.
- To Overseas Vendors: In case of email quotation, the **ONLY** address you may use is Purchasing@hamad.qa. (Please do not send Supplier quotations to individual staff emails).
- Suppliers are kindly requested to inform HMC, whenever a quotation is received from HMC and such Supplier does not wish to participate in that Tender or quotation.

- All Suppliers are kindly requested to submit a copy [both Arabic and English versions] of the following along with their quotations:
 - Company's Commercial Registration.
 - Detailed Commercial Registration of the partner companies.
 - All Commercial Registrations to include not only the authorized signature but also the percentage of ownership (i.e. 49% vs. 51% showing the owner's names), please submit for both main company and related subsidiary branch or company.
 - The commercial activity [specialty] needs to be included in the Commercial Registration of the company.
 - Details of Tax card if applicable.
- Non-compliance to any of the above requirements may disqualify your offer.

Fees:

➤ For General Local, Limited Tenders and Direct Purchases:

(Reference: As per Article No. 2 of the Government Procurement Bylaw Circular from Ministry of Finance ref: 892/2017/10/19/10 dated 11.7.2017)

Quotation Value			Applicable Fees/ Non-Refundable (Qrs.)
	From (Qrs.)	To (Qrs.)	
1	200,000.00 (Two Hundred Thousand only)	Unlimited	For Limited and General Tenders: Document fee is equal to 1% of the Interim/ Bid Bond Value OR from (not less than) minimum Qatari Riyals Five Hundred (500.00) up to maximum Qatari Riyals One Hundred Thousand (100,000).
2	<ul style="list-style-type: none"> • For any value less than Qrs. 200,000.00 • Request for Information (RFI) • Pre-Qualification (PQ) • Sole Source (Direct Purchase - DP) 		NO FEES
3	If the quoted offer reaches or exceeds Qrs. 200,000.00 at the time of opening the quotation, then the Quotation Fees and Interim/ Bid Bond both will be applicable (as per the criteria explained in Point No. (1) 'Quotation Value' of this tabulation and in the following point no. 16 'Interim/ Bid Bond').		

- HMC will not pay rental or user fees. HMC will not pay instrumentation fees.

14) PURCHASE ORDERS

- Purchase Orders issued by HMC are the sole recognized authorization to provide goods or services. The Purchase Order number must appear on all packing lists, invoices, and correspondence relating to the items ordered. Verbal and telephoned orders are not authorized unless accompanied by a purchase order number issued by the Supply Chain Management.
- Suppliers must send the 'authorized' representative, with a 'Letter of Authorization' and 'Official Company Stamp' to collect the purchase order.
- HMC reserves the right to award a partial order.

15) PAYMENTS

Invoices:

- Invoices must have reference of Purchase Order number. Payment will be made on the basis of invoices submitted in accordance with the terms of the Purchase Order.
- In order to expedite payment and to assist in monitoring and tracking efforts, the product descriptions, items numbers, pricing, quantity and PO number on Vendor invoices must match that of HMC purchase orders.

Terms of Payment:

- Payment Terms: Telex Transfer upon receipt of Goods. Please advise your Bank Details. (Overseas Vendors).

- HMC will not be able to pay any bank charges (fees and interests) for any bank outside the state of Qatar, unless these charges were already indicated (mentioned) in the quotation and unless it is mentioned clearly in the purchase order.
- Any Overseas Supplier requesting a Pre-Payment must be aware that only 20% of the total amount of the items will be paid in advance after the Supplier submits Bank Guarantee of the same value (20%) to HMC.
- 10% Retention: The payment of retention money amounting to 10% of contract sum will be made after expiry of warranty period and after the issuance of certificate of completion. All necessary and applicable service must have been done up to the satisfaction of the Technical Evaluation Department before the payment is made.
- For all new Supply, Installation and Commissioning contracts, payment terms to be read as follows:
 - B. 30% of order value will be released upon receipt of items/equipment with submission of bank guarantee (if applicable)
 - C. 60% will be released upon completion of installation & commissioning
 - D. 10% will be paid upon completion of warranty and training.
- HMC encourages Suppliers to bring a debit, credit or an e-cash card (instead of submitting cash deposits) in order to pay the registration or documents collection fees.
 - a) The Suppliers must submit invoices within 30 days of completion of the work or supply.
 - b) The Suppliers entitlement shall be payable based on the invoices to be submitted by the Supplier to HMC for each delivery and the acceptance of the items delivered by HMC. Payment shall be made within up to (60) working days following the submission by the Supplier of the invoice and after its audit by HMC OR in accordance with the signed Contract's terms and conditions for the Purchase Order.
 - c) As per the Circular from the Ministry of Finance dated 25.6.2023, the following supporting documents to be provided by all the suppliers in order to release their payment:
 - Original copy of invoice containing vendor name, invoice reference number, user/ HMC facility name with address, items/ work process descriptions, quantity, unit price, total value and withholding tax if applicable.
 - Approved work completion certificate with user approval.
 - Matching works scope stated on work completion report/ certificate with PO work description/ items/ quantity.
 - Approved payment must be matching with the contract terms.

16) INTERIM OR BID/ PERFORMANCE BOND REQUIREMENTS:

a) INTERIM/BID BOND:

- Interim/Bid Bond not to exceed 5% (percentage to be determined by HMC) to be submitted for any offer with value of Qrs. 200,000.00 and above with validity of 120 days from the date of submission of bids.
- Interim/Bid Bond for Sole Source is not required.
- Interim/Bid Bond to be submitted along with the Technical offer and not the Commercial offer.
- The Interim Bond shall be unconditional and should be provided to HMC by a Bank Guarantee from a Qatar based Bank or accredited Bank, or by certified Check.
- In the case of rejected bids, the Interim Bond shall be returned within seven (7) working days from the date of the decision to reject the bid.
- For a successful Bidder, the Interim Bond shall be returned within seven (7) working days of receiving the Performance Bond.

b) PERFORMANCE BOND:

As per Article 21 of the Government Procurement Policy, an unconditional and irrecoverable Performance Bond of not less than 10% of the Contract value (such additional percentage value to be solely determined by HMC), to be submitted for Purchase Orders with the value of Qrs. 200,000.00 and above.

- The Performance Bond must remain valid and will be retained by HMC until Certified Completion of the Contract (which includes any applicable warranty or maintenance period), after which it shall be returned to the Supplier's Bank within 7 working days.
- The Performance Bond to be deposited by a Bank Guarantee letter from a Bank based in the State of Qatar or accredited Bank.

- c) Local and Overseas Banks issuing Guarantees, Performance Bonds need to be approved by the Qatar Central Bank.
- d) Bank Guarantees from external Banks not within the State of Qatar maybe accepted if the Bank Guarantee is marked with an acceptance from a Bank based in the State of Qatar or an accredited Bank, on the provision that the Qatar based Bank or the accredited Bank is legally obligated to pay the Bank Guarantee upon request from HMC without any objection from the Bidder.
- e) **10% RETENTION:**
The return of retention money amounting to 10% of Contract Value will be made after expiry of warranty period and upon issuance of Certificate of Completion by HMC.

17) DELIVERIES

- Hospital deliveries should be directed to the Shipping/ Receiving area located at the hospital loading dock. Shipments will be accepted from 7:30am to 2:30pm, Sunday through Thursday. Deliveries will not be accepted unless accompanied by appropriate documentation including a packing slip, invoice and an authorized Purchase Order number.
- Supplier will be responsible to transport the delivered items (whether medical or general furniture) throughout the Contract period as and when required by HMC, from the Warehouse to the End-User Department, or from the End-User Department to the Warehouse or to any other department as may be advised by HMC.
- Suppliers are required to:
 - a) Inform HMC at least one year prior if their machine, equipment, device is going to be obsolete or out of service or if a new model is going to be introduced.
 - b) Exchange or replace with the latest updated model or technology of the Awarded item that is available in the market at the time of delivery upon HMC acceptance.
- Suppliers are required to cease any shipment through any other different distributors who are not considered as a sister company, branch or agent of the main vendor, as shipment shipped directly to HMC through any third party (not beneficiary) will be rejected.

18) EARLY DELIVERY:

- a) For Local Suppliers: Delivery may be made on or up to 7 days before the date specified on the purchase order subject to HMC acceptance.
- b) For Overseas & Overland Suppliers: Can be made 15 days before the date specified on the purchase order subject to HMC acceptance. Please fax or email information of dispatch details.

19) RETURNED GOODS

A return authorization form will accompany returned goods. Suppliers will be notified of all over-shipments and will have three working days from notification to claim goods. If the over-shipment is not cleared within this period, Supply Chain Management will dispose of it as it sees fit.

20) CANCELLATION OF CONTRACT:

HMC shall have the right to terminate or cancel the Contract for breach or at will in accordance with the provisions for termination in the Contract in any of the following cases, without prejudice to any of the legally established liability:

- Death of the contractor, in case of his character has a legal consideration.
- Bankruptcy or insolvency of the contractor.
- Expiration of the contracting company or the organization in accordance with provisions of the law.
- If the public interest requires so, based on justified decision of the Chairman, on recommendation of the Committee.
- If it is proven that the contractor had used fraud or manipulation in the execution of the contract, or in order to get it.
- If the contractor proceeded by himself or by others, directly or indirectly, to bribe a State employee or to complicit with him to damage the Corporation.

In all cases of cancellation of the contract or implementation thereof on account of the contractor, HMC shall seize the performance bond, and shall reserve the right to deduct any due fines or any incurred damage from any amounts due or shall be due to the contractor, without need to take any other action.

21) CHANGE IN COUNTRY OF ORIGIN:

The technical and commercial offers shall include the SAME manufacturer's name and the country of origin which was indicated on the sample during the evaluation stage. Moreover, the Suppliers are not allowed to change it after the purchase order is issued. HMC reserves the right to apply penalties or to take legal action in the event of non-compliance.

Other general terms and conditions:

PRODUCT DELIVERY

Packaging:

The Goods shall be securely packed in trade packages of a type normally used by the manufacturer for commercial deliveries within the State of Qatar. The following details shall be shown on the outside of every package:

- Description of goods
 - Quantity in package
 - Any special directions for storage/ handling
 - Expiry dates of contents (if applicable)
 - Batch number
 - Name of manufacturer
- a) Item(s) must carry Full Description, Batch, Lot Nos., Production and Expiry dates, correct labeling and symbols (in case of hazardous, flammable material) on all individual packing and outer cartons.
- b) Items must be packed individually, based on the standard quantity in each carton and individual lots and size (dimension) to be mentioned on both inner and outer packaging. NOTE: Items need to be packed in separate cartons for every single purchase order, please do not mix more than one purchase order in one box.
- c) Quantity of items packed in each carton or box must be printed outside each box.
- d) Packing must remain as per the manufacturer standard quantity.
- e) Suppliers should advise the number of pallets which are coming along with the shipment.
NOTE: The dimension of the pallets preferably needs to be: 1 Meter width (x) 1.20 Meter length (x) not exceeding 1.40 Meter height (x) not exceeding 1,000 Kilograms weight.
- f) While shipping, utilize plastic pallets instead of wooden pallets due to safety reasons.
- g) In order to harmonize with regional and international requirements, the Suppliers shall supply products labeled with GS1 (Global Standard) barcodes as non-compliance will affect the Award of the tender. (For more details, please contact Dr. Tarek Khary on Tel: 40253610, Email: TKHARY@hamad.qa).
- h) If the shipped item has Harmonized Code (HS) then you are kindly requested to provide this code in order to facilitate clearance. For more information please refer to the following link:
http://en.wikipedia.org/wiki/Harmonized_System

Inner Box Checking for Overseas & Overland suppliers:

In the event that they fail the HMC criteria on 100% accuracy on count and a 100% acceptance on good quality, the shipment will be rejected. The Receiving team will check the shipment and note any further discrepancies. A report will be prepared for the Supplier and the cost of the failures detected plus the cost of Labor for inspecting the shipment will be charged to the Supplier.

Substitutions:

No substitutions will be accepted without the prior approval of HMC.

Shelf Life:

Advise 'total' and 'upon receipt' shelf life. Maximum shelf life required and for most of the items, it is mandatory to have minimum 2/3rd shelf life to valid upon receipt of goods. Exceptional cases for less than 2/3rd shelf life are possible only upon approval of HMC with an Undertaking Letter (UTL) according to the following criteria:

1. The undertaking letter should have a specific period of time/ duration.

- Suppliers will be alerted 4 months before the final expiry that we wish to activate the undertaking letter agreement.
- Suppliers and or Agents must collect the agreed quantities within 14 days of notification from a central collection point, our Distribution Warehouse.
- Suppliers and or Agents should replace or credit the agreed quantities within 30 days of collection.
- In case of failure to collect and replace the expired items, the following costs will be charged to Supplier's account:
(A) Penalties, (B) Cost of expired items, (C) Storage cost, (D) Condemnation charges.
- Replacement items will be delivered to a central point, our Distribution Warehouse.

Emergency Stock:

HMC strongly recommends all the local agents in Qatar to have a minimum of 3 months stock within their store in order to avoid any emergency situation.

Temperature:

- While shipping the items, a Transportation Data Logger to be deployed in order to monitor the shipment and detect the damage in terms of shock, vibration, tilt & roll, temperature and humidity, etc.
- To ensure the safety and quality of any item especially cold medication, please ensure that the item is kept within 2-8 degree during transportation between different entities until it reaches the final destination.
- Suppliers must note it is mandatory for all HMC vaccines shipments that each secondary box of each shipment should contain a "Freeze-tag" indicator as a MUST.**
- In order to avoid any damage to the items and medications, temperature requirement (for shipping and storage) must be indicated on the Airway Bill (AWB), Bill of Lading (BL) as well as on all individual packings.
- The supplier is obligated to supply the items to the locations specified by HMC and deliver them in their warehouses. The supplier is obligated, if supplied, to use cars and refrigerated containers at temperatures appropriate to the product to ensure quality and safety and effectiveness, according to the requirements of the manufacturing companies and according to the requirements of the MOPH in terms of temperature and method of handling with attachments documents related to this, and when any of the conditions related to storage conditions are violated, the HMC have the right to reject it and not receive it, as well as the demand for a replacement within a maximum period of one week from its date.
- The supplier is obligated to put indicators to measure temperatures with the shipment to know the temperatures that it was exposed to during transportation, storage, and verification. Ensure that these are transported in the storage conditions recommended by the manufacturer.

Product/ Item Recall:

- In case of any product or item recall, the Supplier, Manufacturer or local or regional area agent must inform HMC and will be further responsible to take back and replace the product or item. This practice shall continue even if the Purchase Order is completely delivered and closed.
- If the machine or equipment is early recalled by the manufacturer and is permanently obsolete from the service and stopped, and HMC is holding any stock spare parts which belong to the machine, then the vendor needs to take back these stock items and refund HMC for these spare parts.
- In the case where medicines are recalled arising as a result of manufacture defect reported by end users after distribution of medications and approval by Drug Supply Committee, the Supplier or manufacture or local or regional area agent will be responsible to take back and replace the item. This practice shall continue even if the Purchase Order is complete.

Electrical Requirements:

All electrical equipment supplied by the Contractor must be suitable for use with a main power supply of 220-240 volts AC/50 HZ without resorting to the use of transformers.

Delivery Timelines:

Delivery of products/services/equipment will be within proposal/ tender-defined timeframes. Initial shipments will occur within 24 hours of order placement unless otherwise agreed by HMC. The timing of delivery is crucial and may not be varied without the written permission of HMC.

Penalties:

a) Suppliers failing to meet the delivery requirements will be subject to financial penalties which shall be calculated on the following scale:

- 1 to 4 weeks = 1% of the value of unsupplied goods per week
- 5 to 7 weeks = 2% of the value of unsupplied goods per week

Should the Supplier fail to deliver after 7 weeks of the specified delivery date, HMC reserves the right to cancel the Purchase Order whether wholly or in part and impose upon the Supplier a financial penalty which shall not exceed 10% of the total value of the Goods affected and purchase the unsupplied materials from other sources and deduct any extra cost that may be incurred on the new purchase order from the Supplier's account.

b) Other conditions as per Contract.

Products derived from Human Blood or Plasma:

All shipments of medicinal products derived from Human blood or plasma must be accompanied with Batch Release Certificate, certified by Local Health Regulatory Authority at country of origin.

Controlled Drugs:

- Controlled and Narcotic Medicines and Drugs need to be packed and marked separately and are not to be mixed with any other medicines and drugs and also to be shipped with a totally separate Airway Bill (AWB).
- Pharmaceutical Suppliers must hold and provide us with the copies of valid license for importing and supplying (i) Medicines and Drugs (ii) Narcotic and Psychotropic controlled drugs (whichever is applicable).
- Note to all Suppliers and Courier companies (DHL, Fedex, UPS, Aramex, etc.): As per Bylaw No. Law No. 9 of 1987 on Control and Regulation of Control and Regulation of Narcotic Drugs and Dangerous Psychotropic Substances (NDDPS) and Law No. 19 of 1993 with respect to the Regulation of Trading in Psychoactive Substances (Article # 8), there should be no handover of any item that falls under these two bylaws to HMC unless approval is obtained (before clearance) from the Ministry of Public Health and Qatar Customs Authority otherwise the shipment will not be accepted by HMC.
- Custom Department's stamp and signature are must (required before handing or delivering the items to HMC) on the Clearance Certificate document (Import License) which is issued via the Drug Control Department (Ministry of Public Health at the State of Qatar).
- The procedure mentioned in Point No. (d) must be done in the presence of Hamad Medical Corporation delegated and authorized Pharmacist or MOPH Pharmacist.
- All pharmaceutical manufacturer plants, sites and items need to be registered at the Drug Registration Department at the Ministry of Public Health.
- All supplied pharmaceutical products must be registered to be on the market in the certifying country of export, and (as well as compounding ingredients & food supplements) complying with all applicable governing laws, regulatory requirements, classifications & criteria of the Ministry of Public Health of the state of Qatar.
- In case a pharmaceutical product, food supplement or a compounding ingredient is not locally registered in Qatar, the form of "**Non-Registered Product**" available on HMC website must be filled accurately, signed by the qualified person (licensed pharmacist) and stamped by company stamp on the supplier's letterhead and provided along with quotation & supportive documents. All supportive documents must be *valid, harmonized and matching* the offered products in the quotation.

Inspections:

- Goods delivered will be subject to inspection by HMC within a reasonable time after delivery and may be rejected for defective, inferior and unspecified features of Purchase Order, and return expenses will be the Supplier's responsibility.
- If Receiving Committee for the medications finds any defect with a batch of item or if an item fails to meet the required standards during analysis at MPOH Qatar, it will be the Supplier's responsibility to replace such defective batch or item by other non-defective batch or item.

Israeli Boycott:

With reference to the State of Qatar Law No. (13) of Year 1963, Regulating the *Israel Boycott* Office in Qatar (The *Israel Boycott* Law), please find some of the requirements:

- Goods and or equipment subject to Israeli Boycott terms must not be quoted.
- HMC may also exclude any bid that does not abide by the provisions of the commercial and economic laws and the provisions of the law of boycott of Israel applicable in the state.
- A certificate is required by the manufacturer or exporter stating that the items and/or any of its components or materials have not been manufactured in and or exported from Israel.
- Under no circumstances may a bank listed in the Arab Israeli Boycott Blacklist be permitted to negotiate any Documentary Credit.

Material Safety Data Sheet:

- Suppliers must provide the Material Safety Data Sheet (MSDS) for all applicable items in the Purchase Order. It is the policy of the HMC to collect and archive such data.
- If the MSDS is not provided with the order, the condition for receiving & accepting such materials is violated and rejection and refusal to accept such materials would be in effect. The MSDS is mandatory to accept a shipment that contains any chemical, biological or radioactive materials and those items are subject to this condition.
- MSDS also needs to be submitted along with the quotation, otherwise the offer might at HMC's discretion be disqualified).

Equipment Compatibility/ Items Specifications:

- All Equipment to be connected to the HICT System must have the hardware and software capabilities to format, send (or sometimes retransmit) clinical, event and alert data through a configured data port and in a format that is predefined through an Interface Specification. The format should be consistent and machine readable as per the specification. Any encryption should be specified in detail. For each data port on each device the Supplier must provide any configuration required to connect to that device including but not limited to the Baud Rate, Parity, Stop Bit and Data Bit (For RS232 connection). The Supplier must provide details on the pin configuration of such data ports and must provide all data port adapters/ serial interfaces required to convert any proprietary data port to an RS232 connection.
- Equipment Compatibility: All Equipment and Devices must be compatible with HMC's HICT system software Cerner, Clinical Information System (CIS).
- The Supplier must provide assistance to investigate and correct any issues with connectivity and must be available to help with configuration and training of hospital staff for all data connectivity settings.
- Some LABORATORY DEVICES may have TCP/IP protocol as well as the RS232, the use of such will be investigated once it is confirmed by the vendor that the TCP/IP port is configured to work correctly.
- All Suppliers are required to take into account the compliance with the Qatar national standards approved while submitting a tender. The specifications can be obtained from the Qatar General Organization for Standards and Metrology.
- To provide:
 - ✓ Technical Brochure (should include Technical specifications, configurations, Accessories) "in English" aside from any other primary language.
 - ✓ Detail on Maintenance Program for the Medical Implanted Devices.
 - ✓ Radiation Monitoring Plan (use of dosimeter and other monitoring devices). Only for Radiation Equipment.
 - ✓ Training certificate for the Healthcare Practitioner on the Device.
- The Goods delivery shall be of the qualities and kinds described and equal in all respects to the descriptions, specifications, patterns and Contractor's samples which form part of the Contract or are otherwise relevant for the purpose of the contract. Except in so far as may be otherwise indicated by such descriptions, specifications, patterns or Contractor's samples, the Goods shall be strictly in compliance with the latest relevant British, American or German Standards.

Implantable Medical Devices:

- Implantable medical devices (IMD) are defined as the devices placed inside a human body during any medical intervention or surgical procedure, whether temporarily or permanently; for example: pacemakers,

implantable insulin pumps, hip implants, gastric balloon, coronary stents, intraocular lenses, screws and plates of orthopedics and similar devices. Please follow the below mechanism to obtain the approval to import or use Implanted medical devices.

- All facilities (medical facilities/ local agents/ distributors) in the State of Qatar are to register implantable medical devices with the Implanted Medical Devices Committee and obtain a Certificate of Registration Approval before importing an IMD into Qatar.
- To apply for registration, please send an email to the IMD Committee address (implantemdccommittee@moph.gov.qa) with filled Medical Device Registration Application Form and all the required supporting documents.
- Complete registration guidelines, details of required documents and other FAQ's can be found on the below link: <https://www.moph.gov.qa/english/derpartments/policyaffairs/facilitieslicensingandaccreditationdepartment/Pages/MemosDetails.aspx?ItemId=154>

Legalization:

- a) The only body authorized by the State of Qatar to legalize shipping documents is Qatar Embassy or Consulate.
- b) Legalization should be done at the Country of Origin.
- c) Should there be no Qatar Embassy or Consulate in the country from which the goods are being exported original documents should be forwarded to either HMC or Opening Bank to arrange for legalization through the Qatari government's Ministry of Foreign Affairs and the amount will be deducted from Supplier's account.
- d) All the import documents must be attested by the QATAR EMBASSY, in case of failure, legalization fine will be applicable as per the list of revised charges issued by Qatar Customs, please refer to the document "Tariff of Charges and Mandatory Documents required by Qatar Customs" available on HMC vendors website.

Documentation:

The Contractor shall present the following forms/documents with each and every delivery at/before the time of delivery:

Local Vendor:

- a) One original invoice and two copies
- b) One original packing list (delivery note) and two copies

Overseas Vendor:

- a) 1 original legalized (if applicable) invoice and 2 copies
- b) 1 original packing list and 2 copies
- c) 1 original legalized Certificate of Origin and 2 copies
- d) 1 original Airway Bill and two copies
- e) 1 Israeli Boycott Shipping Declaration (Sea freight only) and 2 copies
- f) 1 original legalized (if applicable) Certificate of Health (Nutritional Products) and 2 copies
- g) 1 original legalized (if applicable) Certificate of Purity & Radioactivity (drugs and pharmaceuticals) & 2 copies
- h) 1 original legalized (if applicable) Certificate of Analysis (drugs & pharmaceuticals) and 2 copies
- i) 1 original chamber of Commerce attested invoice and vendors blue wet ink stamp on the invoice.
- j) Special approval from Ministry of Interior for certain document (if needed and necessary).

Documents Details:

- **Commercial Documents:** Upon confirmation of an order, the Supplier must provide a Certificate of Origin, Manufacture and other Commercial Documents notarized by the Qatar Embassy in the country of origin or in Qatar by paying the applicable charges. These must be **ORIGINAL, STAMPED AND SIGNED** by the issuing authority of the originating country.
- **Approvals:**
 - Bricks & Cement: The Consignee must obtain approval from the Ministry of Municipal Affairs (Baladiya).
 - Chemicals & Dangerous Goods: The Consignee must obtain approval from the Supreme Council for Environment and Natural Reserves.
 - In cases where fire related items are imported, the approval (fire stamp) from the Fire department should be obtained. Batteries may be exempted but will remain subject to Customs' decision at the time of a physical inspection.
 - Telecommunication Equipment: The Consignee must obtain approval from Qatar Telecom.
 - Food Stuff: The Consignee must obtain approval from the Health Authorities.
 - Books and publication: The Consignee must obtain approval from the Ministry of Education.

- Important: It is advisable to refer to IATA TACT Rules under country variations and regulations or refer to Bin Yousef Cargo Express for assistance.
- Invoice and Certificate of Origin can be issued either from the Country of Origin or from the Port of Loading.
- As per the regulations from Qatar Customs Authority, all overseas shipments must include Certificate of Origin and/or Invoice stamped from the Chamber of Commerce of the Country of origin as a MANDATORY REQUIREMENT for further clearance purposes. (FOR OVERSEAS VENDORS)
- Commercial invoice, AWB, Packing List and other commercial documents **must be in original form on an original letterhead with the shipper's signature and the company stamp.**
- Even if the Invoice is issued online from Chamber Authorities, the same should be stamped with **Shipper's BLUE wet ink stamp.**
- For any online endorsement, online verification code and or site details should be available on the Chambered documents.
- Third country attestations are no longer accepted at Customs.
- All relevant original legalized shipping documents must be sent along with shipments and additional one set to be forwarded to Expediting & Accounts Section (Supply Chain Management).
- If original shipping documents are misplaced or not received at the time of arrival of shipment, then shipment can be cleared with the legalized scanned copies of INV+COO along with an undertaking letter to provide the originals later.
- Delay of submission of scanned legalized shipping documents which leads to delay in clearance will be subjected to penalty as per the existing standard terms and conditions of Purchase Order.
- Tracking number of the original shipping documents should be emailed to us immediately after couriering them along with a scan copy of the couriered documents.
- As per the State of Qatar's Customs Policy, failure by the vendor to provide a complete set of the original shipping documents within 90 days of the date of the arrival of each shipment will result in the fines/penalty amounts being debited to the vendors' account.
- The items in each box must be given realistic values for both items and unit.
- If an item is a temporary import, it must have a non-removable serial number on it which also indicates the item's value. Note in this event, it is vital that each commercial invoice will be allocated with one Airway Bill or Bill of Lading (AWB, BL). Do not allocate one AWB or Bill of Lading for multiple commercial invoices. The details must match with the AWB, Bill of Lading.
- For Land Shipments, individual invoices for each delivery vehicle is required. One invoice for multiple vehicles should not be made.
- **Shipper's Labels & Tags:** Country of origin (made-in) label /tag must be printed/ permanently fixed (not removable) to each item imported to Qatar.
- **License:** It is mandatory that the consignee includes four-digit import customs code in the commercial invoice, packing list and the AWB/ Bill of Lading. No import can be processed for clearance without this number. Note: This number can be obtained at the Customs Headquarters by the consignee company's PRO with the company's commercial registration. Also the Commercial Registration of the importer should show that the goods arrived are permitted to import under their name.

The following fields/entries are MANDATORY to be indicated on the invoices:

- Clearly mark **COMMERCIAL INVOICE on top of the shipper's invoice.** (The wording Proforma or Shipping Invoice(s) carrying clause "for custom purposes only" are no longer accepted by the Customs Department.
- NAME AND ADDRESS OF THE SHIPPER
- NAME AND ADDRESS OF THE CONSIGNEE
- COUNTRY OF ORIGIN
- INVOICE NUMBER AND DATE
- SPECIFIC DESCRIPTION OF ITEMS
- QUANTITY
- CURRENCY IN WORDS OR STANDARD INTERNATIONAL CURRENCY CODE (for FOC items, C&F value must be stated for customs purpose and clearance)
- HS CODE OF THE ITEMS
- UNIT PRICE AND TOTAL PRICE PER ITEM
- GRAND TOTAL OF PRICES
- PACKING INFORMATION: TOTAL NUMBER OF PACKAGES + GROSS WEIGHT
- FREIGHT CHARGES, INSURANCE CHARGES and OTHER OVERHEAD FEES must be stated individually, if the invoice is not showing the freight amount then the same should be shown in AWB (rated AWB).

- SHIPPING TERMS: HMC requires the mode of shipment to be Warehouse to Warehouse / Door to Door (including Customs fees), if this is not so then please specify your price for delivery, (by Air, Land, or Sea) (C&F, CNF, CFR, and CPT as applicable).
- Always indicate our **PO number** in the **subject of all communications** for easy tracking and follow up.

For all USA Suppliers:

- Chamber crimped or embossed seal on invoice and COO is acceptable by Customs if it is supported by wet ink shipper seal or stamp. In this case, wet chamber seal or stamp is not mandatory.
- If documents are attested with wet ink chamber and shipper seal, but without crimped/ embossed chamber seal, these will not be accepted as original by Customs.

NOTE: FAILING TO COMPLY WITH THE ABOVE REQUIREMENTS WILL RESULT IN A CUSTOMS PENALTY OF QR. 500 OR 1% OF THE COMMERCIAL INVOICE VALUE, WHICHEVER IS HIGHER.

Whichever is applicable, Suppliers are required to submit:

- a) Copy of Food and Drug Administration (FDA) Export Certificate from Foreign Government (for Overseas Suppliers) **OR**
- b) Copy of Good Distribution Practices 'GDP' Certificate. (For all categories e.g. Medical, General, Engineering, Pharmaceutical, etc.) **OR**
- c) Copy of ISO/ CE (European Conformity) Mark Certification **OR**
- d) Copy of TGA (Therapeutic Goods Administration) Certification
- e) Copy of Certificate of Pharmaceutical Products

Licensing/ Approvals:

- Suppliers who intend to do works, installation and commissioning, testing, inspections & treatment, consultations, trainings & others, etc. in the fields of 1) Fire Safety and or 2) Electrical & Water require license & approval from Qatar Civil Defense Department and/or Qatar General Electricity and Water Corporation (KAHRAMAA), M/S. Woqood, Ministry of Energy & Industry or from any other Government Ministry/ Authority.
- For Training Institutes / Companies, there is a requirement to comply with Ministry of Education and HMC Medical Education Center Pre-requisites and conditions concerning training and education aspects.
- For certain types of Purchase Orders and Contracts, Suppliers may need to obtain other licenses (if required) from any other Government entities, Ministry of Interior, Ministry of Environment, Ministry of Labor, Qatar Telecom (Ooredoo), Ashghal, Municipality, Ministry of Education & Higher Education, as appropriate.
- NFPA (National Fire Protection Association) codes and standards especially (NFPA 99 & NFPA 101) or in rare instance QCD (Qatar Civil Defense) approved safety equivalent standards to be followed for all new construction, renovations and building repair projects and for all Life Safety upgrading projects planned or underway **AND no other** healthcare Life Safety Standards are applicable for any HMC Facilities, except the standards mandated by the Qatar Civil Defense (QCD).
- All necessary licenses i.e. Import, Transport, Handling, Storing, MSDS shall be maintained by the Supplier in case of radioactive, nuclear, bio-hazardous items prior to sending the offers.

Freight Transportation/ Handling Charges

Shipping:

- **HMC requires the mode of shipment to be Warehouse to Warehouse / Door to Door (including Customs fees), if it is not so then, please specify your price delivery, (by Air, Land, or Sea) (C&F, CNF, CFR, CPT, etc.)**
- As per the Customs rules & regulations of the State of Qatar, Commercial Invoice should clearly state the terms of shipment.
- For the cases where terms of shipment are mentioned as 'Ex-works' or 'FOB', freight cost **MUST** be indicated **SEPARATELY**.
- Cost of goods, legalization, packing and freight fee, insurance charges, and other overhead fees must be stated individually.
- If the invoice is not showing the freight amount, then the same should be shown in AWB (rated AWB).
- For air shipments, priority shall be given to M/S. Qatar Airways (whenever possible provided the route is served by Qatar Airways and would not cause delay of the shipment).

Shipping Address:

- For Overseas Suppliers: The following shipping address shall be used for all the Goods that are being consigned to Hamad Medical Corporation:

<p>Hamad Medical Corporation Supply Chain Department (Customs Clearance Section) P. O. Box # 3050, Doha - State of Qatar Al Rayyan Road # 37, Street # 150 TEL # +974 44391145/1896/ 2267 /94299 FAX # +974 44315953 / 44391138 Purchase Order No.</p>	<p>مؤسسة حمد الطبية إدارة الإمداد و التجهيز، قسم الإستلام ص.ب: 3050، الدوحة - دولة قطر طريق الريان: 37، شارع # 150 فاكس: +974 44391145/1896/ 2267 /94299 هاتف: +974 44315953 / 44391138 أمر الشراء رقم:</p>
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- All packages, shipping documents, delivery notes and invoices must be clearly marked with the purchase order number against which the items were delivered.
- NOTE: Shipping documents to be emailed to our Clearing and Receiving Section on the following address: SupplyChainManagement-Customs@hamad.qa.

Shipment Pre-Alert:

All overseas suppliers are required to send the below indicated documents to the following addresses in advance, prior to release the shipment from their side:

- CWHreceiving@hamad.qa For ALL SHIPMENTS
- Mchnonstockreceiving@hamad.qa For All Non-Stock Shipments
- AMohammed8@hamad.qa For Medical Shipments
- BVarkey1@hamad.qa For Medicine Shipments
- Akareem3@hamad.qa For ALL SHIPMENTS
- Shiju.Annamma@gulfwarehousing.com For ALL SHIPMENTS
- Johnson.Sebastian@gulfwarehousing.com For ALL SHIPMENTS
- Tinku.Varghese@gulfwarehousing.com For ALL SHIPMENTS

Mandatory Documents:

- Shipment Pre-Alert or Delivery Advance Notification
- Commercial Invoices
- Packing Lists
 - Must show the details of each item package wise.
 - The gross weight and net weight should be shown.
 - The details must match with the Airway Bill and or Bill of Lading.
 - As per Qatar Customs Authorities, a packing list is a mandatory requirement for all Doha terminating cargo. This must be attached to the air waybill for each consignment.
- PO Copy
- In addition to sending (by courier) a complete set of attested and chambered shipping documents to HMC's Receiving and Clearing Section, please also attach one (1) set of complete original documents to the shipment itself for clearance purposes. Please note that the supplier must bear the Courier charges as HMC will not pay for it.

6. Any penalty or demurrage fees imposed by the Customs Clearance Authority due to the failure of receiving complete shipping documents upon arrival of the shipment will be charged to the vendor's account. Please find complete details of handling and storage charges issued by Qatar Aviation on our website.
7. As per the State of Qatar's Customs Policy, failure by the vendor to provide a complete set of the original shipping documents within 90 days of the date of the arrival of each shipment will result in the fines/penalty amounts being debited to the vendors' account. (1% of the invoice CIF value or a minimum of QRS. 500/- (Qatari Riyals Five Hundred) whichever is higher).

Mandatory Delivery Conditions:

- a) For Stock Items: All Suppliers are kindly requested to provide Advanced Shipment Notice (ASN) to Distribution Center - Receiving Section via email (CWHreceiving@hamad.qa) **48 hours prior to delivery**. DC Receiving Section will confirm and provide delivery slot (date, time and the maximum number of trucks, loads allowed) to the respective vendors.
- b) For Non-Stock Consumable Items: All Suppliers are kindly requested to provide Advanced Shipment Notice (ASN) to Medical City - Receiving Section via email (Mchnonstockreceiving@hamad.qa) **48 hours prior to delivery**. Medical City Receiving Section will confirm and provide delivery slot (date, time and the maximum number of trucks, loads allowed) to the respective vendors.
NOTE: Failing to do so might result in rejecting your delivery.
- c) Purchase Order Number, Stock Number and Volume (size & quantity) of shipment to be indicated in the email.
- d) Early or Partial deliveries (except the ones requested by HMC [with prior acceptance by end user if necessary] to be delivered early i.e. ahead of time) might be refused or else storage rates will be applied. (Both for Stock and Non-Stock items)
- e) Any delays or cancellation also need to be notified via same email address.
- f) All delivery related communication to be done through the below given contacts ONLY and our staff will assist you with the contact details, location maps, redirection to respective facilities, acceptance and or early delivery refusal or storage rates.
 - For Stock Items: Email: CWHreceiving@hamad.qa
 - For Non-Stock Consumable Items: Tel: 40253847/ Email: Mchnonstockreceiving@hamad.qa
- g) All Suppliers are required to observe wearing PPE (Personal Protective Equipment e.g. Clothing, Helmets, Goggles, Safety Shoes, etc.) while delivering the items.
- h) Proper storage conditions of medical products to be maintained while delivering the items, please note that during the high temperature and humidity, it is strictly prohibited to deliver the items in an open truck.

Purchase Order/ Delivery/ Courier Tracking:

After receiving the Purchase Order officially, Suppliers are kindly requested to communicate (if required) with Expediting & Accounts Section for any inquiries as they will be handling this purchase order:

- For Drugs: 44394154/ 55, Email: SupplyChainManagement-DrugsProcurementSection@hamad.qa
- For Medical / Non-Medical Non-Stock/ Equipment: 40324299/ 4224, Email: Mmattar@hamad.qa
- For Medical Stock: 40324228, Email: Asewailam@hamad.qa

For Courier Delivery Notifications and Tracking, etc. please contact:

- For Overseas Purchase Orders: SupplyChainManagement-Customs@hamad.qa
- For Non-Stock Equipment: SCM-SalwaWarehouseEquipment@hamad.qa;
- For Non-Stock Consumables: Mchnonstockreceiving@hamad.qa;
- For Stock: SCM-Centraldistributioncentre@hamad.qa

Delivery Locations:

- For Local Vendors: For complete delivery details, please refer to the document titled 'Delivery Locations' available on HMC Vendor's webpage. (<https://www.hamad.qa/vendors>)
- Before delivery of any furniture, fixtures and any other assets, Suppliers must communicate with the below given contact for site delivery location:
Mr. Mubarak Al-Marri, Warehouse Manager
Fixed Asset Section – Supply & Distribution
Salwa Warehouse 2 – Supply Chain Management
Email: MAIMarri65@hamad.qa

Vendor Performance

Risk

Vendor representatives must follow HMC affiliated hospital guidelines for minimizing risk factors including adherence to policies related to asepsis, patient confidentiality, and providing support services to the physicians. Vendor representatives must follow appropriate dress code including the display of hospital issued identification badge. Vendor representatives must agree that all information gained or provided about HMC, its physicians, staff or patients is confidential without limitation. No selling of products will be allowed except as approved by HMC's Supply Chain Management.

Vendor Representation:

Sufficient representation will be maintained to provide assistance with product selection, order and invoice discrepancies and returns of damages or mis-shipped items. Because the performance of this individual may be critical to the success of this venture HMC reserves the right to discuss the qualifications of the individual selected to represent the awarded vendor.

Equipment Installation:

Delivery of equipment where installation/commissioning is the Vendor's responsibility shall be considered received on the day installation/commissioning is completed. However, no penalty is sought if:

- a) Installation is delayed by HMC.
- b) If Vendor specifies a separate installation period in his quotation that is accepted by HMC.

Installation and commissioning charges, if any, must be mentioned separately in your quotation.

Warranties/ Installation/ Commissioning:

- a) Warranty: Minimum 3 years required from date of commissioning in either case whether the installation is carried out by HMC or by the Supplier.
- b) Supplier must provide Warranty Certificate for each equipment (clearly specifying the warranty period starting from the date of commissioning).
- c) Installation & commissioning charges, if any, must be mentioned separately in your quotation.
- d) Delivery of equipment where installation and commissioning are the Suppliers responsibility shall be considered received on the day installation and commissioning is completed. There is no delay if (a) installation is delayed by HMC (b) Supplier specifies installation period in his quotation and it is accepted by HMC.

Supplier must represent and warrant to HMC:

- (1) Vendor shall comply with the descriptions, specifications, patterns and Contractor's samples made to HMC with respect to the goods and service provided under the contract.
- (2) The goods and services provided by Vendor under the contract will conform, at least, to the highest degree of professional care observed in the industry for similar goods and services.
- (3) Vendor, its employee, agents, and representatives shall comply with all security, safety, information systems access, and other applicable rules, regulations, and accreditation standards of HMC.
- (4) Vendor shall provide the goods and services in a timely and competent manner by professionals qualified to render such services.
- (5) The goods and services provided under the contract shall be free from defect in material and workmanship under normal use and operation. Vendor guarantees that all services performed by the vendor or goods provided by the vendor, its employees, agents, and representatives under the contract shall be free from defect in material and workmanship for a period of twelve (12) months after final inspection and acceptance thereof by HMC. HMC will notify Vendor promptly if and to what respect any of said guarantees have not been met and Vendor shall promptly, at its own expense, re-perform such

services and/or make such alteration, repair, or replacement of the goods as may be necessary to meet these guarantees.

- (6) The services and any goods provided under the contract are not, and will not, be in violation of any applicable law, rule, or regulation and shall be free and clear of all liens and encumbrances.
- (7) Vendor shall have obtained all consents, permits, and approvals required to comply with all applicable laws and regulations.
- (8) Vendor has the full right, power, and authority to enter into the contract and to provide the services and goods and grant HMC the rights as will be provided under the contract.
- (9) Except in so far as may be otherwise indicated products/ equipment shall be strictly in compliance with the latest relevant British, American and/or German standards where such exist.
- (10) In the event of an order vendors should provide Operating/ Service Manuals and Spare Parts/ Consumables Price Lists free of cost (F.O.C).
- (11) Supplier must provide 3 copies of original catalogues or literatures. (In English in addition to any other primary language)

Aftersales Services:

The requirements mentioned below must be provided for offers which include **AFTER-SALES SERVICES** for machines and equipment items, especially for implantable devices:

- Names and contact details of the local certified product specialists who are responsible for training the end-user and responding to all their inquiries.
- Please submit the Letter of agreement by the manufacturing company.
- Copies of certificate by the manufacturing company for the local product specialists mentioned. (The Bidders needs to provide a certificate from the manufacturer stating that they as a local agent are certified and authorized to do the awarded job (maintenance/ training/ any other after-sales services) for the delivered item).
- Confirmation if the certified team be able to attend the procedures to provide the needed technical support upon any call from the end-user?
- Names and contact details of the manufacturing company international, regional managers and clinical specialists who are in charge of the mentioned products?
- If the Supplier has submitted any samples for evaluation, a copy of the letter sent to HMC Customer Service for the submitted samples.
- Advise if the local Supplier trained or will train the end-user on the preparation and handling of the mentioned products? If yes, please submit a list of the activities done or provide the list of training that will be provided in order to maintain the best practice of the mentioned items.
- The local Supplier must be responsible for communicating the recall incidences and exchanging the recalled items at FOC.
- If the local Supplier supplied the same item before a PO number must be provided.
- If the local Supplier -supplied any FOC machines that will be used with the mentioned product a copy of the invoice and delivery note must be provided.

For Equipment Comprehensive Service/ Maintenance Contract:

- Comprehensive service/ maintenance contract (Labour + Spare parts) for three (3) years period.
- All the preventive maintenance and repair work should be carried out **by a factory trained engineer who is available in Doha.** (Authorization certificate from the manufacturer to carry out the required maintenance to be provided as indicated in the above point).
- For addressing situation where a technical support from the manufacturer is required an escalation matrix with time frame for issue resolution has to be prepared and shared with Bio-Medical Engineering Department.
- Engineers response time for any call should be minimum and he should be available on the site within 1 hour.
- For any breakdown call, repair must be done within 4 hours. If the equipment repair is delayed be 1 week, penalty as per HMC's terms and conditions will be imposed. If the equipment is partially

functional, the impact (major or minor) will be decided by Biomedical Engineering department in consultation with the user.

- It is mandatory for all the recommended spare parts to be available locally in Qatar to enhance support and repair of the systems. List of parts (with price) available locally and in the region should be submitted to Biomedical Engineering Dept.
- Software and hardware updates and upgrades must be done FOC whenever it is announced by the manufacturer.
- Preventive maintenance (Including applicable PM Kits) must be carried out as per Manufacturer recommended frequency (please specify).
- All hazard or recall notice issued in relation to any of the equipment included in the contract must be immediately reported to user/Biomedical engineering dept and acted upon (or alternative arrangements made) so as not to compromise safety.
- Quality control calibration must be done during each PM and reports must be submitted to the Biomedical Engineering department with the PPM checklist.
- Yearly checking of the mechanical anchoring of the floor/ceiling/wall mounted equipment must be carried out and a separate report must be submitted to the Biomedical Engineering department.
- HMC reserves the right for early termination of the contract and contract period whenever it deemed to be necessary.
- Vendor to renew access letter/permits (as and when required) with the respective Security dept.

2% GHC Research Fund:

For every GHC purchase order, 2% (being "Research Fund" commitment as per Tender general terms and conditions, Chapter 5 'Method of Payment', Article No. 7, Page No. 19) must be paid to the **Gulf Health Council for Cooperation Council States** at the Headquarter Office at Kingdom of Saudi Arabia (Riyadh) by the manufacturers or their Saudi agent and original or copy of this settlement receipt must be sent to Expediting and Accounts Section at Supply Chain Management Department as failing to do so will cause suspension of your due invoice(s).

Withholding Tax:

In accordance to the new State of Qatar Income Tax Law No. 24 of Year 2018, Withholding Tax is applied to non-residents either entities or individuals who do not have a Permanent Establishment (PE) in Qatar as defined by the Qatar Income Tax Law.

(a) 5% on gross value of royalties, interest, commissions, payments for services carried out either wholly or partially in Qatar and where the service is consumed and used in Qatar for the following services but not limited to:

- Computer services including software development.
- Engineers in various fields.
- Design provided by engineers and consultants.
- Maintenance of industrial equipment.
- Consultant services and auditing in law and financial.
- IT accesses service online & journals online or any other services online.
- Proof reading, drafting and analysis.
- Marketing and advertising.
- Intermediary.
- Commercial Representation.
- Employment.
- Road Transport.
- Customs Clearance.
- Cleaning.
- Event Planning.
- Administration.
- Lab Works where samples collected in Qatar and processed overseas.

- Data collected in Qatar and sent to an overseas data server.
 - Licenses if payment for use is considered to be a Royalty.
 - Training.
- (b) If the Criteria in accordance with the Qatar Income Tax law for Withholding Tax is met, 5% of the gross contract value shall be deducted from the supplier invoice prior to payment.
- (c) HMC is not in the position to advise on Withholding Tax or Income Tax in the State of Qatar and Suppliers should seek their own independent advice when conducting business with the State of Qatar.
- (d) NOTE: Suppliers are not allowed to add any tax costs into their quotations or prices once the quotation is submitted to HMC as such action is contravening the Qatar Income Tax Law and subject to a penalty.

Giving priority to national products/ resources:

- a) As per Article No. 4 of Law No. 6 of 1987 concerning the unified rules for giving priority in Government Procurement to national products and products of National Origin in the GCC States: for all procurement, public works, maintenance, operation or other contracts, supplier or contractor has to commit to purchase their material or equipment requirements from the national products or from products of national origin in accordance with Article 2a of this Law. Failure to abide by the above provisions of this article shall be considered as a breach of Contract and shall be penalized by a fine of 20% of the Contract value, in addition to other conditions and sanctions prescribed by the law. (Link for complete version: http://almeezan.qa/printarticle_section.aspx?lawtreesectionid=2839&language=en&lawid=374)
- b) As per the Ministry of Finance Circular No. 3/2013 dated 15.9.2013 and based on H.E. the Prime Minister's decision dated 8.10.2017, all local and overseas contractors need to use 100% local (State of Qatar) resources while doing their business activities, as long as it complies with the customers' requirements.
- c) Suppliers need to declare the percentage of national origin of the product they are quoting for example:
- (1) 100% local national manufacturing (raw material manufacturing plus packaging),
 - (2) Partial local manufacturing,
 - (3) Local packaging only,
 - (4) Complete overseas manufacturing.

Outsourcing Requirements:

- a. Sub-Contracting or assignment to a third party needs to be pre-approved by HMC however, the Supplier shall retain the obligation to guarantee the performance of the third party and their compliance with all clauses and terms of the Contract and Purchase Order.
- b. If the Supplier is providing HMC with outsourced staff or manpower, then those staff should not supervise or be involved in any kind of activity related to any of the projects or contracts that are awarded to the same Supplier.
- c. ID cards issued for outsourced contracted employee and vendors by their own company, must have the following information in English:
- Recent employee's photograph
 - Full Name
 - Current Job title
 - Employee number as applicable
 - Assigned HMC location or department (as applicable)
 - Name and address of contracted company (as applicable)
 - Expiry date of contract with HMC
 - Contact phone number in case of lost or found ID
- d. For outsourced or outside contracted staff, Suppliers need to comply with HMC Human Resources job descriptions and credentialing requirements/ policy.
- e. For all outsource manpower Purchase Orders and Contracts, Suppliers need to submit the necessary credentials i.e. copies of Qatari Identification Card (QID), Curriculum Vitae (CV), Academic, Training & Experience Certificates, valid Licenses and Confidentiality Acknowledgement Form for each staff member.
- f. For outsourced staff (all grades or positions: Physicians & Executives, Clinical & Professional, or Administration & Support), when making the evaluation, the end-user needs to coordinate with HMC Human Resources Department (Credentialing Section) in order to verify and confirm that the selected candidate's qualification, skills and experience matches the job description and is fulfilling other

requirements. (Healthcare professionals to pass Credentialing and then start Qatar Council for Healthcare Practitioners (QCHP) licensing process).

- g. Replacement or exchange of outsourced staff should be minimized and requires pre-approval from HMC prior to implementation.
- h. For hired labor or outsourced staff, holiday working hours will be calculated as per Qatar Labor Law.
- i. All the outsourced HMC services staff will need to undertake specific e-learning modules conducted by Hamad International Training Center as part of their work with HMC with the following rates for contractors to receive training:

Course Name	Fee	Validity Period
BLS/AED (Classroom Training)	200	Every two years
Fire Safety	50	Every year
Major Incident / Disaster	50	Once
Infection Controls (Video)	50	Every two years
Hazardous Materials	50	Every year
Total Price:	QAR 400 per head	

Other mandatory requirements:

- Staff Health Certificate Clearance (Every six months).
- Life and Casualty Insurance for employees covering life risk or death reimbursement, infectious disease, injuries and accidents.
- Property Insurance to provide protection against risks to HMC property, such as fire, theft, any other damage, etc. (to be paid by the vendor or vendor's insurance company if the damage is caused by the outsourced staff).
- **For further coordination, clarifications/ inquiries regarding the subject, you may directly contact:**

<p>For Technical Staff: Dr. Abdulhakeem Saif I Abbass Acting Director, Hamad International Training Center Tel: (+974) 40251321, Fax: (+974) 443 97763 Email: abbass@hamad.qa; hitcsupport@hamad.qa</p>	<p>For Administrative Staff: Dr. Huda Mohd Al Naomi Executive Director Occupational Health and Safety Tel: (+974) 44395030, Fax: (+974) 44395033, Email: Halnaomi@hamad.qa</p>
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Registration/Classification with the Ministry of Economy and Commerce and the Ministry of Finance:

The following applies to all suppliers/ purchase orders regardless of the value:

1 - Overseas suppliers only:

- A) Please register with the Ministry of Economy and Commerce via <http://www.mec.gov.qa/en#>.
- B) If a Supplier does not register with the Ministry of Economy & Commerce, then the Supplier must appoint a local agent in Qatar.

2 - For all local and overseas suppliers:

- A) As per the instructions from the Ministry of Finance and in accordance with Bylaw # 24 of 2015, it is mandatory for all suppliers to get classified through the Ministry of Finance (Government Procurement Regulatory Department). This is in addition to being registered with HMC, in order to receive invitations for HMC tenders and purchase orders/ contracts awards. Please note that non-classified Suppliers will no longer be considered eligible. Therefore, Suppliers are kindly requested to approach the concerned authority to take necessary steps in order to get into their classification list and provide the copy of these documents to:
 - (I) The sender of this email/ fax/ letter.
 - (II) Suppliers Management Office, Tel: 4439 4796/ 2867, Fax: 44423399,
Email: SCMSupplierMgmtReceiptOffice@hamad.qa.
- B) An equivalent international certificate of classification is accepted in the absence of local representation i.e. in case a Supplier has already classification issued from his country then please provide a copy to the Ministry of Finance and also to Hamad Medical Corporation (as indicated in Point A), this classification might have similar categories with other alternative names/ identical titles. Documents from overseas suppliers need to be attested by Qatar Embassy or Chamber of Commerce.

- C) The issued certificate will be valid for 3 years however the provided data or information needs to be updated by the company on yearly basis at the Government Procurement Regulatory Department. The certificate shall be deemed null and void if the company fails to comply with the specified date.
- D) All Suppliers need to submit (in each tender) the proper required classification (specialty and value limit) each one as per the related item or service.
- E) Classification Link: <https://monaqasat.mof.gov.qa/default.aspx>.
- F) **Announcement of Tenders:** HMC is announcing its tenders on the Ministry of Finance website (<https://monaqasat.mof.gov.qa/Pages/TenderSearch.aspx>). Interested Suppliers are therefore requested to check the website on a regular basis. Kindly note that the processes for payments and the collection of documents will continue to be facilitated through HMC's Supply Chain Department (either at the Tender and Contracts Section or at the Supply Chain Dept). For Tender inquiries, Monaqasat Hotline is: 16020.
- G) **Note:** Suppliers are kindly requested to visit both HMC website @ <https://www.hamad.qa/vendors> and Ministry of Finance Monaqasat website for the detailed Vendors Registration Guidelines, Quotation and Purchase Order terms and conditions.

For any further clarifications/ queries, please directly contact:

Government Procurement Regulatory Department, Ministry of Finance, Majlis Al Taawon Street, Burj Al Taawon / Doha - Qatar Tel: 44461333 E-mail: monaqasat@mof.gov.qa	ادارة تنظيم المشتريات الحكومية، وزارة المالية. شارع مجلس التعاون / برج التعاون / الدوحة - قطر الهاتف: 44461333 البريد الإلكتروني: monaqasat@mof.gov.qa
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- As per the directive from His Excellency, the Prime Minister's Office, please note that official company's email address to be always used for communication and registration purposes. Personal email ID's with Hotmail, Yahoo, Gmail and other similar domains are not acceptable.

NOTE: Vendor Registration Form needs to be submitted online (www.hamad.qa/vendors).