

## Purchase Order Terms and Conditions

1.	All the articles and clauses stipulated in the Government Law No. 24 of 2015 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).
2.	This order is issued subject to Hamad Medical Corporation's Standard Terms and Conditions of Purchase issued with either tender documents or RFQ's (Requests for Quotations) and which form part of the Contract.
3.	The Goods shall be delivered by the local Contractor carriage and freight paid in such quantities, manners, at such times and to such places as Hamad Medical Corporation may order in writing.
4.	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.
5.	Prices stated on Hamad Medical Corporation's official purchase orders will not be subject to change.
6.	Please send back to us your confirmation/ acceptance for this purchase order by email.
7.	<b>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&amp;F, CNF, CFR, CPT, etc.)</b> 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.
8.	The time of delivery is of the essence and may not be varied without the written permission of Hamad Medical Corporation.
9.	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.
10.	Please send your 'authorized' representative, with your 'Letter of Authorization' and 'Official Company Stamp' to collect the purchase order.
11.	Contractors failing to meet the delivery requirements will be subject to financial penalties which shall be calculated on the following scale: a) 1 to 4 weeks = 1% of the value of unsupplied goods per week b) 5 to 7 weeks = 2% of the value of unsupplied goods per week Should the Contractor fail to deliver after 7 weeks of the specified delivery date, Hamad Medical Corporation reserves the right to cancel the purchase order whether wholly or in part and impose upon the Contractor 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 may be received on the new purchase order from his account.
12.	HMC reserves the right to decrease the quantities or assigned work during the contract without exceeding 20% of the P.O. Value.

13.	HMC reserves the right to terminate contracts and orders at any time (after informing the vendor/ contractor), and to determine the appropriate compensation upon such termination, if applicable.
14.	Settlement of Payment will be in accordance to the signed contract's terms and conditions for this purchase order.
15.	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: a) Description of goods b) Quantity in package c) Any special directions for storage/ handling d) Expiry dates of contents (if applicable) e) Batch number f) Name of manufacturer
16.	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.
17.	For air shipments, priority shall be given to M/S. Qatar Airways (whenever possible and if that will not cause delay of the shipment).
18.	The only body authorized by the State of Qatar to legalize shipping documents is a Qatar Embassy or Consulate. 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 Hamad Medical Corporation or Opening Bank to arrange for legalization through the Qatari government's Ministry of Foreign Affairs.
19.	The contractor shall present the following forms/ documents with each and every consignment at/ before the time of delivery. <u>Local Vendor:</u> <ul style="list-style-type: none"> <li>• 1 original invoice and two copies</li> <li>• 1 original delivery note and two copies</li> </ul> <u>Overseas Contractors:</u> <ul style="list-style-type: none"> <li>• 1 original legalized (if applicable) invoice and 2 copies</li> <li>• 1 original packing list and 2 copies</li> <li>• 1 original legalized (if applicable) Certificate of Origin and 2 copies</li> <li>• 1 original Airway Bill and two copies</li> <li>• 1 Israeli Boycott Shipping Declaration (Sea freight only) and 2 copies</li> <li>• 1 original legalized (if applicable) Certificate of Health (Nutritional Products) and 2 copies</li> <li>• 1 original legalized (if applicable) Certificate of Purity and Radioactivity (drugs and pharmaceuticals) and 2 copies</li> <li>• 1 original legalized (if applicable) Certificate of Analysis (drugs &amp; pharmaceuticals) and 2 copies</li> </ul>
20.	a) Goods delivered will be subject to inspection by Hamad Medical Corporation within a reasonable time after delivery and may be rejected for defective, inferior and unspecified features of purchase order, and return expenses to/for will be vendor's responsibility. b) 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 vendor's responsibility to replace such defective batch or item by other non-defective batch or item.

21.	<p>a) This order is issued subject to Hamad Medical Corporation's standard terms and conditions of purchase issued with either tender (quotations exceeding Qrs. 199,999 of RFQ's (Requests for Quotations) and RFP's (Requests for Proposals) which forms part of the contract).</p> <p>b) Copies of tender documentation (terms and conditions) shall be made available to the supplier/ service provider for the cases in which quotation / offer exceeds Qrs. 199,999 at any stage of purchase.</p>
22.	<p>a) All suppliers are required to take into account the compliance with the national standards approved while submitting a tender. The specifications can be obtained from the Qatar General Organization for Standards and Metrology.</p> <p>b) 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 where such exist.</p>
23.	<p>a) Please provide the Material Safety Data Sheet (MSDS) for all applicable items in the purchase order. It is the policy of the Hamad Medical Corporation (HMC) to collect and archive such data.</p> <p>b) If the MSDS is not provided with the order, the condition for receiving &amp; 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.</p> <p>c) MSDS also needs to be submitted along with the quotation, otherwise your offer might be disqualified).</p>
24.	<p>a) Controlled and Narcotic Medicines/ Drugs need to be packed and marked separately and are not to be mixed with any other medicines/ drugs and also to be shipped with a totally separate Airway Bill (AWB).</p> <p>b) Pharmaceutical vendors 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 applicable).</p> <p>c) 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), you should not handover any item that falls under these two bylaws to Hamad Medical Corporation unless you take approval (before clearance) from the Ministry of Public Health and Qatar Customs Authority otherwise the shipment will not be accepted by HMC.</p> <p>d) All pharmaceutical manufacturer plants, sites and items need to be registered at the Drug Registration Department at the Ministry of Public Health.</p>
25.	<p>a) 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.</p> <p>b) You are kindly requested to advise the number of pallets which are coming along with your 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.</p> <p>c) Shipping to be done by plastic pallets instead of wooden pallets due to safety reasons.</p>

26.	<p>a) 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 &amp; roll, temperature &amp; humidity, etc.</p> <p>b) To ensure the safety and quality of any medication 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.</p> <p>c) <b>It is mandatory for all HMC vaccines shipments that each secondary box of each shipment should contain a “Freeze-tag” indicator as a MUST.</b></p> <p>d) 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.</p>
27.	<p>In order to harmonize with regional and international requirements, the suppliers need to supply products labeled with GS1 (Global Standard) barcodes as non-compliance will most probably affect negatively on the selection/ awardation of the tender. (For more details, please contact Dr. Tarek Khary on Tel: 40253610, Email: <a href="mailto:TKHARY@hamad.qa">TKHARY@hamad.qa</a>).</p>
28.	<p>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 2/a 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 procurement value, in addition to other conditions and sanctions of the law. (Link for complete version: <a href="http://almeezan.qa/printarticle_section.aspx?lawtreesectionid=2839&amp;language=en&amp;lawid=374">http://almeezan.qa/printarticle_section.aspx?lawtreesectionid=2839&amp;language=en&amp;lawid=374</a>)</p>
29.	<p>Bidders 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, etc.), (2) Partial local manufacturing, (3) Local packaging only, (4) Complete overseas manufacturing.</p>
30.	<p>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.</p>
31.	<p>NFPA (National Fire Protection Association) codes and standards especially (NFPA 99 &amp; 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).</p>
32.	<p>All shipment 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.</p>
33.	<p><b>Warranty/ Installation/Commissioning:</b></p> <p>a) Warranty: Minimum 3 years required from date of installation/commissioning in either case whether the installation is carried out by HMC or by the vendor.</p> <p>b) Installation &amp; Commissioning charges, if any, must be mentioned separately in your quotation.</p> <p>c) Delivery of equipment where installation/ commissioning is vendor's responsibility shall be considered received on the day installation/ commissioning is completed. However, no delay is sought if (a) installation is delayed by HMC (b) vendor specifies installation period in his quotation and it is accepted by HMC.</p>

34.	<p>The below requirements to be fulfilled for offers which include <b>AFTER-SALES SERVICES</b> especially for implantable devices:</p> <ol style="list-style-type: none"> <li>1- Please provide the names and contact details of the local certified product specialists who are responsible for training the end-user and responding to all their inquiries.</li> <li>2- Please provide a copy of the certificate by the manufacturing company for the local product specialists mentioned.</li> <li>3- Will the certified team be able to attend the procedures to provide the needed technical support upon any call from the end-user?</li> <li>4- Please provide the names and contact details for the manufacturing company international/regional managers and clinical specialists who are in charge of the mentioned products?</li> <li>5- Has the vendor submitted any samples for evaluation? If yes, please provide a copy of the letter sent to HMC customer service for the submitted samples.</li> <li>6- Has the local vendor 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 Please provide the list of training that will be provided by you to maintain the best practice of the mentioned items.</li> <li>7- The local vendor must be responsible for communicating the recall incidences and exchanging the recalled items at FOC. If yes, please confirm.</li> <li>8- Has the local vendor supplied the same item before? Please provide a PO number.</li> <li>9- Has the local vendor-supplied any FOC machines that will be used with the mentioned product? if yes, please provide a copy of the invoice and delivery note.</li> <li>10- Please submit the Letter Of agreement by the manufacturing company.</li> </ol>
35.	<ol style="list-style-type: none"> <li>a) 10% Performance Bond to be submitted for the purchase orders starting from Qrs. 200,000.00 &amp; above at the time of collection and it should be valid for 7 days after final completion of the purchase order.</li> <li>b) In accordance to Article # 21 of the Executive Rule of the Tenders and Bids Regulation Law No. 24 of 2015: Full performance bond shall be kept up to the time of final implementation of the contract, including the guarantee and maintenance periods.</li> <li>c) 10% Performance Bond to be returned back to the supplier's bank after three (3) months from final delivery date of goods or completion of services or installation whichever is applicable.</li> <li>d) Local and Overseas Banks issuing Guarantees/ Bid/ Performance Bonds need to be certified/ approved by the Qatar Central Bank.</li> </ol>
36.	<p>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.</p>
37.	<p>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.</p>
38.	<ol style="list-style-type: none"> <li>a) Suppliers are required to inform HMC at least one year prior if their machine/ equipment/ device is going to be obsolete/ out of service or if a new model is going to be introduced.</li> <li>b) Suppliers are required to provide (exchange/ replace) HMC, with the latest updated model/ technology of the awarded item, that would be available in the market at the time of delivery (upon end user/ vendor acceptance).</li> <li>c) All Equipment -/- Devices must be compatible with HMC's HICT system software, e.g. Cerner, Clinical Information System (CIS), etc.</li> </ol>

39.	<p>Product/ Item Recall: In case of any product/ item recall, the vendor/ supplier/ manufacturer/ local or regional area agent must inform Hamad Medical Corporation and will be further responsible to take back and replace the product/ item, this practice shall continue even if the purchase order is completely delivered and closed.</p> <p>Also in case for any medicines when internal recall for certain batch which arise as a result of manufacture defect reported by end users after distribution of medications and approved by Drug Supply Committee to consider batch/ items recall, the vendor/ supplier/ manufacturer/ local or regional area agent will be further responsible to take back and replace the item, this practice shall continue even if the purchase order is completely delivered and closed.</p>
40.	<p>Advise 'total' and 'upon receipt' shelf life. Maximum shelf life required, it is mandatory to have minimum 2/3rd shelf life to be valid upon receipt of goods. (Exceptional cases for less than 2/3rd shelf life are possible only upon approval of HMC).</p>
41.	<p>It is strongly recommended for all the local agents in Qatar to have a minimum of 3 months stock within their store in order to avoid any emergency situation.</p>
42.	<p>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: <a href="http://en.wikipedia.org/wiki/Harmonized_System/">http://en.wikipedia.org/wiki/Harmonized_System/</a></p>
43.	<p>Before delivery of any furniture, fixtures and any other assets, vendor must communicate with the below given contact for site delivery location:</p> <p>Ms. Elma T. Binabay, Assistant Head of Warehouse Fixed Asset Section – Supply &amp; Distribution Salwa Warehouse 2 – Supply Chain Management Email: <a href="mailto:EBINABAY@hamad.qa">EBINABAY@hamad.qa</a></p>
44.	<ul style="list-style-type: none"> <li>• For Overseas Vendors: The following shipping address shall be used for all the Goods that are being consigned to Hamad Medical Corporation: 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 FAX # +974 44315953 / 44391138 PO Number .....</li> <li>• NOTE: Shipping documents to be emailed to our Clearing and Receiving Section on the following address: <a href="mailto:SupplyChainManagement-Customs@hamad.qa">SupplyChainManagement-Customs@hamad.qa</a>.</li> <li>• For Local Vendors: Please refer to the other document “Delivery Locations” available on the website for detailed delivery guidelines.</li> </ul>

45.	<p>After receiving the purchase order officially, you are kindly requested to communicate (if required) with Expediting &amp; Accounts Section for any inquiries as they will be handling this purchase order:</p> <ul style="list-style-type: none"> <li>• For Drugs: 44394154/ 55, Email: <a href="mailto:SupplyChainManagement-DrugsProcurementSection@hamad.qa">SupplyChainManagement-DrugsProcurementSection@hamad.qa</a></li> <li>• For Medical / Non-Medical Non-Stock/ Equipment: 40324299/ 4224, Email: <a href="mailto:Mmattar@hamad.qa">Mmattar@hamad.qa</a></li> <li>• For Medical Stock: 40324240/41, Email: <a href="mailto:AShahadeh@hamad.qa">AShahadeh@hamad.qa</a>; <a href="mailto:AJehad@hamad.qa">AJehad@hamad.qa</a></li> </ul> <p>For Courier Delivery Notifications and Tracking, etc. please contact:</p> <ul style="list-style-type: none"> <li>• For Overseas Purchase Orders: <a href="mailto:SupplyChainManagement-Customs@hamad.qa">SupplyChainManagement-Customs@hamad.qa</a></li> <li>• For Non-Stock Equipment: <a href="mailto:SCM-SalwaWarehouseEquipment@hamad.qa">SCM-SalwaWarehouseEquipment@hamad.qa</a>;</li> <li>• For Non-Stock Consumables: <a href="mailto:Mchnonstockreceiving@hamad.qa">Mchnonstockreceiving@hamad.qa</a>;</li> <li>• For Stock: <a href="mailto:SCM-Centraldistributioncentre@hamad.qa">SCM-Centraldistributioncentre@hamad.qa</a></li> </ul>
46.	<p><b>Mandatory Delivery Conditions:</b></p> <ol style="list-style-type: none"> <li>a) For Stock Items: All vendors are kindly requested to provide Advanced Shipment Notice (ASN) to Distribution Center - Receiving Section via email (<a href="mailto:CWHreceiving@hamad.qa">CWHreceiving@hamad.qa</a>) <b>48 hours prior to delivery</b>. DC Receiving Section will confirm and provide delivery slot (date, time and the maximum number of trucks/ loads allowed) to the respective vendors.</li> <li>b) For Non-Stock Consumable Items: All vendors are kindly requested to provide Advanced Shipment Notice (ASN) to Medical City - Receiving Section via email (<a href="mailto:Mchnonstockreceiving@hamad.qa">Mchnonstockreceiving@hamad.qa</a>) <b>48 hours prior to delivery</b>. Medical City Receiving Section will confirm and provide delivery slot (date, time and the maximum number of trucks/ loads allowed) to the respective vendors. <b>NOTE: Failing to do so might result in rejecting your delivery.</b></li> <li>c) Purchase Order Number, Stock Number and Volume (size &amp; quantity) of Shipment to be indicated in the email.</li> <li>d) Early / Partial deliveries (except the ones requested by Hamad Medical Corporation [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)</li> <li>e) Any delays or cancellation also need to be notified via same email address.</li> <li>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/storage rates. <ul style="list-style-type: none"> <li>• For Stock Items: Email: <a href="mailto:CWHreceiving@hamad.qa">CWHreceiving@hamad.qa</a></li> <li>• For Non-Stock Consumable Items: Tel: 40253847/ Email: <a href="mailto:Mchnonstockreceiving@hamad.qa">Mchnonstockreceiving@hamad.qa</a></li> </ul> </li> <li>g) All vendors are required to observe wearing PPE (Personal Protective Equipment e.g. Clothing, Helmets, Goggles, Safety Shoes, etc.) while delivering the items.</li> <li>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.</li> </ol>

47.	<p><b>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:</b></p> <ul style="list-style-type: none"> <li>· <a href="mailto:CWHreceiving@hamad.qa">CWHreceiving@hamad.qa</a> For ALL SHIPMENTS</li> <li>· <a href="mailto:Mchnonstockreceiving@hamad.qa">Mchnonstockreceiving@hamad.qa</a> For All Non-Stock Shipments</li> <li>· <a href="mailto:AMohammed8@hamad.qa">AMohammed8@hamad.qa</a> For Medical Shipments</li> <li>· <a href="mailto:BVarkey1@hamad.qa">BVarkey1@hamad.qa</a> For Medicine Shipments</li> <li>· <a href="mailto:Akareem3@hamad.qa">Akareem3@hamad.qa</a> For ALL SHIPMENTS</li> <li>· <a href="mailto:Shiju.Annamma@gulfwarehousing.com">Shiju.Annamma@gulfwarehousing.com</a> For ALL SHIPMENTS</li> <li>· <a href="mailto:Johnson.Sebastian@gulfwarehousing.com">Johnson.Sebastian@gulfwarehousing.com</a> For ALL SHIPMENTS</li> <li>· <a href="mailto:Tinku.Varghese@gulfwarehousing.com">Tinku.Varghese@gulfwarehousing.com</a> For ALL SHIPMENTS</li> </ul> <p><b>Mandatory Documents:</b></p> <ol style="list-style-type: none"> <li>1. Shipment Pre-Alert or Delivery Advance Notification</li> <li>2. Commercial Invoices</li> <li>3. Packing Lists <ul style="list-style-type: none"> <li>- Must show the details of each item package wise.</li> <li>- The gross weight and net weight should be shown.</li> <li>- The details must match with the Airway Bill/ Bill of Lading.</li> <li>- 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.</li> </ul> </li> <li>4. PO Copy</li> <li>5. 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.</li> <li>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.</li> </ol>
48.	Cost of goods, legalization, packing and freight fee must be quoted individually.
49.	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.
50.	<p>All shippers (vendors) of Narcotic and Controlled Medicines (Drugs) must inform freight courier (clearing agents, DHL, FedEx, UPS, etc.) to kindly adhere to the following requirements:</p> <ol style="list-style-type: none"> <li>a) As per the two bylaws of the State of Qatar for Controlled and Narcotic Medicines (Drugs), while clearing any Narcotic and Controlled Drug (Medicine), Custom Department's stamp and signature are must (required before handing/ delivering the items to Hamad Medical Corporation) on the Clearance Certificate document (Import License) which is issued via the Drug Control Department (Supreme Council of Health at the State of Qatar).</li> <li>b) The procedure mentioned in Point No. (a) must be done in the presence of Hamad Medical Corporation delegated and authorized Pharmacist.</li> </ol>
51.	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).



52.	<p>a) 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)</p> <p>b) 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.</p> <p>c) Even if the Invoice is issued online from Chamber Authorities, the same should be stamped with Shipper's Ink stamp.</p> <p>d) For any online endorsement, online verification code/site details should be available on the Chambered documents.</p> <p><b>For all USA Suppliers:</b></p> <ul style="list-style-type: none"> <li>• Chamber crimped/ embossed seal on invoice and COO is acceptable by Customs if it is supported by wet ink shipper seal/ stamp. In this case, wet chamber seal/ stamp is not mandatory.</li> <li>• 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.</li> </ul>
53.	The wording "Pro-forma Invoice" is no longer accepted by Customs Department.
54.	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).
55.	For Land Shipments, individual invoice for each delivery vehicle is required. Do not make one invoice for multiple vehicles.
56.	<p>For GHC-GCC (Gulf Health Council for Gulf Cooperation Council States) shared tenders:</p> <ul style="list-style-type: none"> <li>• Note to Customs Department: This purchase order is going to be shipped into the name of local agent as they should do the clearance and not HMC.</li> <li>• Complete terms and conditions are available on: <a href="http://ghc.sa/en-us/Pages/grouppurchasingtendersgeneraltermsconditions.aspx">http://ghc.sa/en-us/Pages/grouppurchasingtendersgeneraltermsconditions.aspx</a></li> </ul>
57.	For every GHC purchase order, 2% (being "Research Fund" commitment as per Tender general terms & conditions, Chapter # 5 'Method of Payment', Article No. 7, Page No. 19) must be paid to the <b>Gulf Health Council for Cooperation Council States</b> 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 & Accounts Section at Supply Chain Management Department as failing to do so will cause suspension of your due invoice(s).
58.	<p>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.</p> <ol style="list-style-type: none"> <li>1. A certificate is required by the manufacturer or exporter stating that the items and/or any of its components/ materials have not been manufactured in and/or exported from Israel.</li> <li>2. Under no circumstances may a bank listed in the Arab Israeli Boycott Black List be permitted to negotiate any Documentary Credit.</li> </ol>
59.	Vendors 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 third party (not beneficiary) will be REJECTED.

60.	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 100% 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 back to the supplier.
61.	<b>Early Delivery:</b> 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.
62.	Supplier/ Contractor 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.
63.	Vendors who intend to do works, installation & 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.
64.	For Training Institutes / Companies, you need to comply with Ministry of Education and HMC Medical Education Center Pre-requisites and conditions concerning training and education aspects.
65.	For certain types of purchase orders and contracts, you need to get 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, etc.
66.	Sub-Contracting / Assignment to a third party needs to be pre-approved by Hamad Medical Corporation however the main contractor / vendor shall retain the obligation to guarantee the performance of the third party and his compliance with all clauses and tenets of the contract / purchase order.
67.	For all outsource manpower purchase orders and contracts, you need to submit 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.
68.	For outsourced staff (all grades/positions: Physicians & Executives, Clinical & Professional, or Administration & Support), when making the evaluation, the end-user needs to coordinate with 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).
69.	Replacement -/- exchange of outsourced staff needs to be minimized as much as possible and needs pre-approval from HMC first.
70.	For hired labor-/- outsourced staff, holiday working hours will be calculated as per Qatar Labor Law.

71.	For outsourced -/- outside contracted staff, you need to comply/adhere to HMC Human Resources job descriptions and credentialing requirements/ policy.																					
72.	If the vendor/ contractor is providing Hamad Medical Corporation with outsourced staff/ manpower, then those staff should not supervise or involve in any kind of activity related to any of the projects/ contracts that are awarded to the same vendor.																					
73.	<p>All of 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:</p> <table border="1" data-bbox="253 567 1276 827"> <thead> <tr> <th>Course Name</th> <th>Fee</th> <th>Validity Period</th> </tr> </thead> <tbody> <tr> <td>BLS/AED (Classroom Training)</td> <td>200</td> <td>Every two years</td> </tr> <tr> <td>Fire Safety 50</td> <td>50</td> <td>Every year</td> </tr> <tr> <td>Major Incident / Disaster 50</td> <td>50</td> <td>Once</td> </tr> <tr> <td>Infection Controls (Video) 50</td> <td>50</td> <td>Every two years</td> </tr> <tr> <td>Hazardous Materials 50</td> <td>50</td> <td>Every year</td> </tr> <tr> <td>Total Price:</td> <td colspan="2">QAR 400 per head</td> </tr> </tbody> </table> <p>Other mandatory requirements:</p> <ul style="list-style-type: none"> <li>• Staff Health Certificate Clearance (Every six months).</li> <li>• Life/Casualty Insurance for employees covering life risk/ death reimbursement, infectious disease, injuries and accidents.</li> <li>• 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).</li> </ul> <p>For further coordination, clarifications/ inquiries regarding the subject, you may directly contact: Dr. Khalid Abdulnoor Saifeldien – FCEM (UK) Director, Hamad International Training Centre (HITC) Tel: (+974) 44397670 / 7396 Fax: (+974) 44397763 Email: <a href="mailto:KSaifeldien@hamad.qa">KSaifeldien@hamad.qa</a>; <a href="mailto:hitc@hamad.qa">hitc@hamad.qa</a></p>	Course Name	Fee	Validity Period	BLS/AED (Classroom Training)	200	Every two years	Fire Safety 50	50	Every year	Major Incident / Disaster 50	50	Once	Infection Controls (Video) 50	50	Every two years	Hazardous Materials 50	50	Every year	Total Price:	QAR 400 per head	
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Infection Controls (Video) 50	50	Every two years																				
Hazardous Materials 50	50	Every year																				
Total Price:	QAR 400 per head																					
74.	<p>If goods are accompanied with an Undertaking Letter:</p> <ol style="list-style-type: none"> <li>1. Suppliers will be alerted 4 months before final expiry that we wish to activate the undertaking letter agreement.</li> <li>2. Suppliers/Agents must collect the agreed quantities within 14 days of notification from a central collection point, our Distribution Warehouse.</li> <li>3. Suppliers/Agents should replace/credit the agreed quantities within 30 days of collection.</li> <li>4. Replacement items will be delivered to a central point, our Distribution Warehouse.</li> </ol>																					

75.	<p>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.</p> <p>(b) 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:</p> <ul style="list-style-type: none"> <li>• Computer services including software development.</li> <li>• Engineers in various fields.</li> <li>• Design provided by engineers and consultants.</li> <li>• Maintenance of industrial equipment.</li> <li>• Consultant services and auditing in law and financial.</li> <li>• IT accesses service online &amp; journals online or any other services online.</li> <li>• Proof reading, drafting and analysis.</li> <li>• Marketing and advertising.</li> <li>• Intermediary.</li> <li>• Commercial Representation.</li> <li>• Employment.</li> <li>• Road Transport.</li> <li>• Customs Clearance.</li> <li>• Cleaning.</li> <li>• Event Planning.</li> <li>• Administration.</li> <li>• Lab Works where samples collected in Qatar and processed overseas.</li> <li>• Data collected in Qatar and sent to an overseas data server.</li> <li>• Licenses if payment for use is considered to be a Royalty.</li> <li>• Training.</li> </ul> <p>(c) 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.</p> <p>(d) HMC is not in the position to advise on Withholding Tax or Income Tax in the State of Qatar and Bidders should seek their own independent advice when conducting business with HMC.</p> <p>NOTE: Bidders are not allowed to add any tax costs into their quotations or prices once the quotation is submitted to HMC <u>as such action is contravening the Qatar Income Tax Law and subject to a penalty.</u></p>
76.	<p>Whenever applicable/ available, vendors are required to submit:</p> <p>a) Copy of Food and Drug Administration (FDA) Export Certificate from Foreign Government (for Overseas Suppliers) <b>OR</b></p> <p>b) Copy of Good Distribution Practices 'GDP' Certificate. (For all categories e.g. Medical, General, Engineering, Pharmaceutical, etc.) <b>OR</b></p> <p>c) Copy of ISO/ CE (European Conformity) Mark Certification. <b>OR</b></p> <p>d) Copy of TGA (Therapeutic Goods Administration) Certification.</p>

77.

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

**1- Overseas suppliers only:**

- A) Please register with Ministry of Economy & Commerce via <http://www.mec.gov.qa/en#>.  
B) If you will not register with Ministry of Economy & Commerce then you need to 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 vendors will no longer be considered eligible. Therefore, you 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](mailto:SCMSupplierMgmtReceiptOffice@hamad.qa).
- B) An equivalent international certificate of classification is accepted in the absence of local representation i.e. in case you have already classification issued from your 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/ 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 Bidders/ Companies 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:** Hamad Medical Corporation is announcing its tenders on the Ministry of Finance website (<https://monaqasat.mof.gov.qa>). Interested vendors are therefore requested to check the website on a regular basis. However, 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 Procurement Section).
- G) **Note:** You are kindly requested to visit HMC website @ <https://www.hamad.qa/vendors> for detailed 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](mailto: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](mailto:monaqasat@mof.gov.qa)

- 1- يخضع أمر الشراء هذا للشروط العامة للشراء المعمول بها بمؤسسة حمد الطبية المرفقة مع مستندات المناقصة أو طلبات عروض بيانات الأسعار و التي تعتبر جزءاً لا يتجزأ من العقد.
- 2- يلتزم المورد المحلي بتسليم البضاعة خالصة من جميع مصاريف و رسوم الشحن و مطابقة من حيث الكميات و الأساليب و المواعيد و الأماكن المحددة من قبل المؤسسة.
- 3- تتحمل مؤسسة حمد الطبية مسؤولية تأمين البضاعة في حالات الشراء من الموردين الخارجيين مباشرة مالم يكن ذلك مشملاً مع التكلفة، و يتحمل الموردون المحليون مسؤولية تأمين البضاعة من موقع التصنيع إلي مخازن مؤسسة حمد الطبية (قسم الاستلام).
- 4- الأسعار المحددة في أوامر الشراء الرسمية لمؤسسة حمد الطبية لن تخضع لأي تغيير أو تعديل.
- 5- مواعيد التسليم تعتبر أمرٌ جوهرياً و لا يجوز تغييرها إلا بالموافقة الخطية من قبل مؤسسة حمد الطبية.
- 6- الموردون الذين يفشلون في تسليم البضائع في المواعيد المحددة يكونون عرضة لتوقيع عقوبات مالية ضدهم تحتسب على النحو التالي:

- من 1 إلى 4 أسابيع تأخير – خصم 1% من قيمة البضاعة المتأخرة عن كل أسبوع
- من 5 إلى 7 أسابيع تأخير – خصم 2% من قيمة البضاعة المتأخرة عن كل أسبوع

بعد 7 أسابيع من الموعد المحدد للتسليم تحتفظ مؤسسة حمد الطبية بحقها في الغاء أمر الشراء كلياً أو جزئياً و فرض عقوبة مالية على المورد لا تتجاوز 10% من قيمة البضاعة التي يتأخر تسليمها و شراء الأصناف التي لم يقم المورد بتوريدها و يتحمل أي زيادة في سعر المواد عن السعر السابق.

- 7- عندما يكون التركيب و التشغيل مسؤولية المورد تعتبر عملية التسليم كاملة بعد الانتهاء من التركيب و التشغيل و يستثنى من ذلك:
  - أ- عندما يكون تأخير التركيب و التشغيل بطلب من مؤسسة حمد الطبية و تحسب فترة التأخير بدأ من تاريخ كون المكان جاهز لاستقبال المعدات
  - ب- عندما يحدد المورد الفترة التي يحتاجها للتركيب و التشغيل عندها يحسب التأخير بدأ من انقضاء الفترة الممنوحة.
- 8- يلتزم المورد بتعبئة و تغليف البضاعة بشكل يضمن سلامتها و وفقاً لنوع التعبئة المستخدمة عادة من قبل الشركة المصنعة للتصدير داخل دولة قطر على أن تدوين التفاصيل التالية خارج كل صندوق:

- نوع البضاعة
- بيانات الكميات
- أي تعليمات خاصة عن كيفية التخزين/ التعامل مع البضاعة
- تاريخ انتهاء صلاحية المحتويات (إن وجد)
- رقم التشغيل
- اسم الشركة المصنعة
- رقم الصندوق

- 9- يلتزم المورد بتقديم النماذج/ المستندات التالية مع كل شحنة عند وصول البضاعة أو قبلها:

#### المورد المحلي:

- الفاتورة (النسخة الأصلية) و نسختين غير أصليتين
- أشعار التسليم (النسخ الأصلية) و نسختين غير أصليتين

#### المورد الخارجي:

- الفاتورة الأصلية من ثلاث نسخ و احدى أصلية مصدقة من قبل سفارة دولة قطر (إذا كان ذلك ينطبق)
- قوائم بيانات الشحنات من ثلاث نسخ و احدى أصلية
- شهادة المنشأ للشركة المصنعة من ثلاث نسخ و احدى أصلية مصدقة من قبل سفارة دولة قطر (إذا كان ذلك ينطبق)
- ثلاثة نسخ و احدى أصلية من بيان و فاتورة الشحن الجوي أو البحري
- ثلاث نسخ و احدى أصلية من اقرار مقاطعة إسرائيل (الشحن البحري فقط)
- ثلاث نسخ و احدى أصلية للشهادة الصحية (للمنتجات الغذائية)
- ثلاث نسخ و احدى أصلية من شهادة خلو الشحنات من المواد المشعة في حالة الأدوية و العقاقير
- ثلاث نسخ و احدى أصلية من شهادة تحليل مكونات الأدوية و المستحضرات الصيدلانية

- 10- تعتبر السفارة أو القنصلية القطرية هي الجهة الوحيدة المحولة من قبل دولة قطر بالتصديق على مستندات الشحن، و في حالة عدم وجود سفارة أو قنصلية بالدولة التي تتم فيها عملية تصدير البضاعة يتوجب ارسال المستندات الأصلية إما إلى مؤسسة حمد الطبية أو إلى المصرف المعمد لاتخاذ الترتيبات اللازمة للحصول على التصديق من قبل وزارة الخارجية القطرية.
- 11- تخضع جميع البضائع التي يتم تسليمها للتفتيش من قبل مؤسسة حمد الطبية خلال مدة معقولة بعد التسليم و يجوز رفضها إذا كانت غير مطابقة للمواصفات المحددة في العقد أو الشروط المنصوص عليها في العقد/ أمر الشراء، و يتحمل المورد نفقات ترحيل البضاعة المرفوضة من الجهتين.
- 12- البضاعة التي يتم تسليمها ينبغي أن تكون مطابقة للمواصفات من حيث الكمية و النوعية و العينات المقدمة من قبل المورد و التي تعتبر جزءاً لا يتجزأ من أمر الشراء و يشترط أن تكون البضاعة مطابقة تماماً لأحدث المواصفات الأمريكية و البريطانية و الألمانية ما لم يرد نص بخلاف ذلك.
- 13- ينبغي أن يكون العنوان على بطاقات الشحن لكافة البضائع إلى أن يتم شحنها لمؤسسة حمد الطبية البيانات التالية:

مؤسسة حمد الطبية  
إدارة الإمداد و التجهيز، قسم الإستلام  
ص.ب: 3050، الدوحة - دولة قطر  
طريق الريان: 37، شارع # 150  
هاتف: +974 44391145/1896/2267 / فاكس: +974 44315953 / 44391138  
أمر الشراء رقم: .....

- 14- يشترط أن تكون جميع المعدات الكهربائية التي يقوم المورد بتوريدها بموجب العقد صالحة للتوصيل بأخذ كهربائي (كامل رئيسي) ذي جهد كهربائي مقداره 220-240 فولت و يتردد مقداره 50 هرتز بدون اللجوء لاستخدام المحولات الكهربائية.
- 15- يتم سداد الفواتير حسب ما يرد في نصوص العقد المبرم لأمر الشراء هذا.
- 16- يحق للمؤسسة خفض مقادير الأصناف أو الأعمال أثناء مدة العقد بنسبة لا تزيد على 20% من قيمة العقد.
- 17- يحق للمؤسسة إنهاء العقود و أوامر الشراء في أي وقت، مع تحديد طريقة احتساب التعويض المناسب لإنهاء تلك العقود، إذا كان ذلك مطلوباً.
- 18- أ- في حال أن قيمة عرض الأسعار يفوق مبلغ ( 199,999 ريال) فإنه سيتم تطبيق شروط لجنة المناقصات و العقود بمؤسسة حمد الطبية، و التي تعتبر جزءاً من العقد.  
ب- عند الحاجة لذلك، بالإمكان الإطلاع على شروط لجنة المناقصات و العقود.