

Reference: MN/FG/JUL/2024  
Date: 31 July'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:**

a) 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.

b) 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".

**For appointments** with the end-users, please contact [SupplyChain-CustomerService@hamad.qa](mailto:SupplyChain-CustomerService@hamad.qa):

(a) Mr. Govindaraj Perumal

Assistant Stock Control Analyst, Customer Support Section  
TEL: 44391692, FAX: 44391875, Email: [GPerumal@hamad.qa](mailto:GPerumal@hamad.qa)

(b) Ms. Maryam Ibrahim Gabasidh

Technical Secretary, Customer Support Section  
TEL: 44391691, FAX: 44391875, Email: [Mgabasidh@hamad.qa](mailto: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) 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.

### **12) 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

### **13) 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.

### **14) 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 detailed Terms and Conditions carefully, which are available on HMC website @ [www.hamad.qa/vendors](http://www.hamad.qa/vendors) and on the Ministry of Finance Monaqsat website.**