

Reference: WA/FG/NOV/2020 Date: 10 November'2020

REGISTRATION GUIDELINES

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. Drop-ins 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. Kayyala Andru (Fax Operator)

Email: Kandru@hamad.ga; purchasing@hamad.ga,

Tel no: 44392381, Fax No: 44423399

(b) Mr. Aaron D'souza

Email: ADsouza@hamad.qa

Tel no: 44392117/2890, Fax No: 44423399

- 2. <u>For items evaluation</u>, please contact Supply Chain Management Customer Service (SupplyChain-CustomerService@hamad.qa)
 - (a) Mr. Jahfar Chalilakath

Supply Chain Coordinator, Customer Support Section

TEL: 44391235, FAX: 44391875, Email: <u>JCHALILAKATH@hamad.qa</u>

(b) Mr. Govindaraj Perumal

Assistant Stock Control Analyst, Customer Support Section TEL: 44391692, FAX: 44391875, Email: GPerumal@hamad.ga

(c) Ms. Maryam Ibrahim Gabasidh

Technical Secretary, Customer Support Section

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

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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 wishes 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) Must provide at least 5 samples (separately <u>5 pcs for each size</u> 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 you are providing samples for more than one item from one RFQ, then the samples must be labeled with line item number properly.
- d) The 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) The provided samples are non-returnable.
- i) Samples not meeting the above criteria might not be considered for evaluation.
- j) For verification, assurance, cross-reference and/or crosschecking purposes, vendors are required to advise the reference sites and countries/ customers where their product had been sold and marketed.
- k) 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/ Buyer).
- 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.

5) 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:

 $\underline{\text{http://ghc.sa/en-us/Pages/grouppurchasingtendersgeneralterms} conditions.aspx}$

6) TERMS AND CONDITIONS

HMC has developed a Terms and Conditions document that outlines the expectations of vendors and explains how HMC conducts business. It is the responsibility of each vendor to request a copy of these Terms and Conditions from their respective buyer.



7) 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. Those not submitted within the stated time frame will be excluded from consideration. Contract decisions will be based on:

- GHC contract affiliation
- Product cost
- Deliverability
- Product quality
- Serviceability
- Vendor Registration
- Vendor Credentialing
- It is MANDATORY for the suppliers to quote for all items. For specific cases, HMC might not accept partial offers.
- Vendors may submit alternative offer however, the Main offer and the Alternative offer both will be considered for evaluation (both the offers will be evaluated).
- > For certain cases, the 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 the Competent Department 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.
- 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, <u>without any reference of the tenderer</u>.
- 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.

Bidders need to submit along with their <u>every</u> offer/ quotation:

- 1- Agency, Sole Agency or Distributor Authorization letter from the manufacturer directly itself to supply/distribute their product(s) and 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.

8) PURCHASE ORDERS

In general, purchase orders issued by HMC are the sole recognized authorization to ship merchandise or complete 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.

Please send your 'authorized' representative, with your 'Letter of Authorization' and 'Official Company Stamp' to collect the purchase order.

9) INVOICES

Invoices must reference a purchase order number. Payment will be made on the basis of invoices submitted in accordance with the terms of the Purchase Order.



10) 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/ Contractor will be responsible for transporting the delivered items (whether medical or general
 furniture) throughout the contract period as and when required by HMC, from the Warehouse to the EndUser Department, or from the End-User Department to the Warehouse or to any other department.
- 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.
- Suppliers are required to provide/ exchange/ replace HMC, with the latest updated model/ technology of the awarded item that is available in the market at the time of delivery (upon end user/ vendor acceptance).
- 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.

Early Delivery:

- 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.
- 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.
- 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.

11) SUPPLIER CATALOGS

HMC appreciates a current copy of the vendor catalog. HMC 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

12) RETURNED GOODS

A return authorization form will accompany returned goods. Vendors 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.

13) PERFORMANCE

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

- Ability to supply product/ service according to specifications
- Quality of products/ service
- Delivery of products/ 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



14) PRODUCT DISPLAYS

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

15) COMPLIANCE

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

- First violation verbal warning.
- <u>Second violation</u> written notice to representative and his/her 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.
- <u>Third violation</u> written notice to representative and his/her supervisor that the representative's call privileges have been terminated.

16) ENDORSEMENTS

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



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 vendor, sales or service representative must complete registration and evaluation procedures in order to be approved and considered in the tender process. Bids from vendors not registered and appropriately credentialed for the product/ 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

Vendor credentialing will be based on the following criteria:

- Quality of products/ service in category
- Ability to deliver products/ 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 vendor will be assigned a vendor 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, as surety or otherwise, upon any obligation, or has failed to perform faithful any previous contract with HMC.

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).

ii) Contract Requirements:

Successful respondent's proposals and tender responses will become part of a final contract. To avoid confusion, each proposal must state the assumptions made when preparing the proposal/ tender response. Submission of a successful proposal/tender response is not the end of the contractual process; further negotiation over the contract terms and conditions will be necessary, and may be pursed 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.

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 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 Vendor 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 Vendor 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.

v) Collusion:

- **a)** All 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.
- **b)** Vendor agrees that by submitting its response to any Purchase Request (PR), Tender, Request for Proposal (RFP) or Request for Information (RFI) that the vendor'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/tender responses received when, in its opinion, the best interests of HMC will be protected by such action.

vii) Terminations:

HMC reserves the right to cancel, without notice; any contract negotiation when HMC determines that it is in the best interest of HMC. HMC will not be liable for any cost or expense incurred by the Vendor or any supplier or subcontractor for any work performed prior to the formal execution of a contract. HMC shall have the right to terminate the contract if the Vendor is in default of any obligation or representation which default is incapable of being cured or which, being capable of a cure has not been cured within 30 days after the receipt of notice.

HMC retains the right to terminate the contract, for any reason, upon 30-days prior written notice.



viii) Assignment:

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

ix) Compliance:

Vendor must comply with all applicable laws, ordinances, rules and regulations. Vendor 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 vendor 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:

Vendor shall furnish HMC with a certificate or certificates of insurance, certifying that the vendor has comprehensive general liability and professional liability insurance. Vendor 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 vendor, its employees or agents. HMC will assume responsibility for insuring the goods where orders are placed directly with overseas vendors provided that insurance is not included with prices in the quotation.

xi) Press Releases:

Vendor 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.

PRODUCT DELIVERY

Packaging:

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

- Name of manufacturer
- Description of the products/ equipment
- Batch number
- Quantity in package
- Any special directions for storage/ handling
- Expiration dates of contents (if applicable)
- a) Confirm item(s) must carry Full Description, Batch/ Lot Nos., Production and Expiry dates, proper 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/box must be printed outside each box.
- d) Packing must remain as per the manufacturer standard quantity.
- e) 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.
- f) Shipping to be done by plastic pallets instead of wooden pallets due to safety reasons.
- g) 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: TKHARY@hamad.qa).

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 be valid upon receipt of goods. (Exceptional cases for less than 2/3rd shelf life are possible only upon approval of HMC).

Emergency Stock:

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.

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 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.
- 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.

Controlled Drugs:

- 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).
- 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).
- 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.
- d) All pharmaceutical manufacturer plants, sites and items need to be registered at the Drug Registration Department at the Ministry of Public Health.

Product/ Item Recall:

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.

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.

Electrical Requirements:

All electrical equipment supplied by the Vendor must be suitable for use with a main power supply of 230 volts AC/ 50Hz without resorting to use of transformers and must have appropriate 3 prong electrical plugs.



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.

- a) Contractors 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 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 that may be incurred on the new purchase order from the Contractor's account.

b) Other conditions as per Tender/ Contract.

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 Vendor 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 Vendor 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 / Devices must be compatible with HMC's HICT system software e.g. Cerner, Clinical Information System (CIS), etc.
- The vendor 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 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.

Inspections:

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.

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.



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:

- 1. Goods/equipment subject to Israeli Boycott terms must not be quoted.
- 2. Hamad Medical Corporation 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.
- 3. 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.
- 4. Under no circumstances may a bank listed in the Arab Israeli Boycott Black List be permitted to negotiate any Documentary Credit.

Material Safety Data Sheet:

- 1. 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.
- 2. 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.
- 3. MSDS also needs to be submitted along with the quotation, otherwise your offer might be disqualified).

Legalization:

The only body authorized by the State of Qatar to legalize shipping documents is a Qatar Embassy or Consulate. Should there be no Qatari Embassy or Consulate in the country from which the goods are being exported, original documents should be forwarded to HMC to arrange for the legalization through the Qatari Government's Ministry of Foreign Affairs.

Documentation:

The Vendor 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:

- · One original legalized (if applicable) invoice and two copies
- One original packing list and two copies
- One (1) original air-bill and two copies (if applicable)
- One (1) Israeli Boycott shipping declaration and two (2) copies
- One (1) original legalized (if applicable) Certificate of Health (Nutritional Products and two (2) copies
- One (1) original legalized (if applicable) Certificate of Purity and Radioactivity (Drugs and Pharmaceuticals) and two (2) copies
- One (1) original legalized (if applicable) Certificate of Analysis (Drugs and Pharma.) and two (2) copies

Documents Details:

 Commercial Documents: Upon confirmation of an order, , the vendor 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 & 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.

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- In cases where fire related items are imported, the approval (fire stamp) from the Fire department should be obtained. Batteries may be exempt, 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 Ink stamp.
- For any online endorsement, online verification code/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 Department).
- 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 undertaking letter to bring originals later.
- Delay of submission of scanned legalized shipping documents further leading to delay in clearance will be subjected to penalty under Clause no. 6 of 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 item-wise and unit-wise.
- 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/ Bill of Lading (AWB/BL). Do not allocate one AWB/ BL for multiple commercial invoices. The details must match with the AWB/BL.
- For Land Shipments, individual invoices for each delivery vehicle is required. Do not make one invoice for multiple vehicles.
- 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/ BL.
 - 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.
- 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.
- 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 pls. refer to the following link: http://en.wikipedia.org/wiki/Harmonized_System
- 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 / Shipping Invoice or invoices carrying clause "for custom purposes only" are no longer accepted by Customs Department. NAME AND ADDRESS OF THE SHIPPER

 - NAME AND ADDRESS OF THE CONSIGNEE

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- COUNTRY OF ORIGIN
- INOVICE 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, CPT, etc.).
- Always indicate our <u>PO number</u> in the <u>subject of all communications</u> for easy tracking and follow up.

For all USA Suppliers:

- 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.
- 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.

Licensing/ Approvals:

- a) Vendors 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.
- b) 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.
- c) 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.
- d) 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 <u>AND no other</u> healthcare Life Safety Standards are applicable for any HMC Facilities, except the standards mandated by the Qatar Civil Defense (QCD).
- e) All necessary licenses i.e. Import, Transport, Handling, Storing, MSDS etc. ought to be maintained by the vendors in case of radioactive, nuclear, bio-hazardous items prior to sending the offers.

Freight Transportation/ Handling Charges

Shipping:

- a) 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 for delivery, (by Air, Land or Sea) (C&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.
- c) NOTE: For air shipments, priority shall be given to M/S. Qatar Airways (whenever possible and if that will not cause delay of the shipment).



Shipping Address:

For Overseas Suppliers: The following shipping address must be used for all shipments consigned to HMC:

Hamad Medical Corporation

Supply Chain Management / Customs Clearance Section / Al Rayyan Road # 150, Street # 37

P.O. Box: 3050 - Doha, State of Qatar TEL # +974 44391145/ 1896/ 2267 FAX # +974 44315953/ 44391138

Email: SupplyChainManagement-Customs@hamad.qa

Purchase Order Number:

All packages, shipping documents, and invoices will be clearly marked with the purchase order number against which the items were delivered.

Delivery Locations:

Local Suppliers: For complete delivery details, please refer to the document titled 'Delivery Locations' available on HMC Vendor's webpage. (https://www.hamad.ga/vendors)

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.ga For ALL SHIPMENTS Mchnonstockreceiving@hamad.ga For ALL Non-Stock Shipments AMohammed8@hamad.qa For Medical Shipments BVarkey1@hamad.ga For Medicine Shipments Akareem3@hamad.ga 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:

- a) Shipment Pre-Alert or Delivery Advance Notification
- b) Commercial Invoices
- c) 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/ 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.
- d) PO Copy
- e) 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.
- f) 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.

Mandatory Delivery Conditions:

- a) For Stock Items: All vendors are kindly requested to provide Advanced Shipment Notice (ASN) to Distribution Center - Receiving Section via email (<u>CWHreceiving@hamad.qa</u>) 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 vendors are kindly requested to provide Advanced Shipment Notice (ASN) to Medical City - Receiving Section via email (<u>Mchnonstockreceiving@hamad.qa</u>) 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.

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- 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)
- 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/storage rates.
 - For Stock Items: Email: CWHreceiving@hamad.ga
 - For Non-Stock Consumable Items: Tel: 40253847/ Email: Mchnonstockreceiving@hamad.ga
- g) All vendors 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, you 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: <u>SupplyChainManagement-DrugsProcurementSection@hamad.qa</u>
- For Medical / Non-Medical Non-Stock/ Equipment: 40324299/ 4224, Email: Mmattar@hamad.qa
- For Medical Stock: 40324240/ 41, Email: <u>AShahadeh@hamad.qa</u>; <u>AJehad@hamad.qa</u>

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

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

Payments

Invoices:

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.

Fees:

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

Terms of Payment:

- a) Payment Terms: Telex Transfer upon receipt of Goods. Please advise your Bank Details. (Overseas Vendors).
- b) 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.
- c) 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.
- d) For all new Supply, Installation and Commissioning contracts, payment terms to be read as follows:
 - 30% of order value will be released upon receipt of items/equipment with submission of bank guarantee (if applicable)
 - 60% will be released upon completion of installation & commissioning
 - 10% will be paid upon completion of warranty and training.

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Pricing:

The prices quoted in the vendor's proposal and any associated terms and conditions must remain firm for the term of the awarded contract. Settlement of payment will be in accordance with the signed contract terms by individual PO.

HMC reserves the right to increase or decrease the quantities of items or assigned works, during the contract period, in accordance with the terms and conditions of the contract, provided that the decrease shall not exceed 20% of the total estimated value of the contract whereas the increase can be unlimited depending on the supplier's ability to supply.

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:

Vendor 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) Warranty/Guarantee period. Minimum 3 years required from date of final completion of installation/commissioning in either case whether the installation is carried out by HMC or by the vendor.

Aftersales Services:

The below requirements to be fulfilled for offers which include <u>AFTER-SALES SERVICES</u> especially for implantable devices:

- 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.
- 2. Please provide a copy of the certificate by the manufacturing company for the local product specialists mentioned.
- 3. Will the certified team be able to attend the procedures to provide the needed technical support upon any call from the end-user?
- 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?
- 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.
- 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.
- 7. The local vendor must be responsible for communicating the recall incidences and exchanging the recalled items at FOC. If yes, please confirm.
- 8. Has the local vendor supplied the same item before? Please provide a PO number.
- 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.
- 10. Please submit the Letter Of agreement by the manufacturing company.

Undertaking Letter:

If goods are accompanied with an Undertaking Letter:

- 1. Suppliers will be alerted 4 months before final expiry that we wish to activate the undertaking letter agreement.
- 2. Suppliers/Agents must collect the agreed quantities within 14 days of notification from a central collection point, our Distribution Warehouse.
- 3. Suppliers/Agents should replace/credit the agreed quantities within 30 days of collection.
- 4. Replacement items will be delivered to a central point, our Distribution Warehouse.

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:

Tel: (+974) 44392867/4796/ 2117 :هاتف:

SCMSupplierMgmtReceiptOffice@hamad.qa

فاكس: 44423399 (+974)

- Computer services including software development.
- Engineers in various fields.
- Design provided by engineers and consultants.

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- 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 Bidders should seek their own independent advice when conducting business with HMC.
- (d) 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>

Outsourcing Requirements:

- a) 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.
- b) If the vendor/ contractor is providing Hamad Medical Corporation with outsourced staff/ manpower, then those staff should not supervise or be involved in any kind of activity related to any of the projects/ contracts that are awarded to the same vendor.
- c) For outsourced / outside contracted staff, you need to comply/adhere to HMC Human Resources job descriptions and credentialing requirements/policies.
- d) For all outsourced 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.
- e) 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).
- f) Replacement/exchange of outsourced staff needs to be minimized as much as possible and needs preapproval from HMC first.
- g) For hired labor/outsourced staff, holiday working hours will be calculated as per Qatar Labor Law.
- h) 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:

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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/ Casualty Insurance for employees covering life risk/ 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:

Dr. Khalid Abdulnoor Saifeldeen – FCEM (UK)
Director, Hamad International Training Centre (HITC)

Tel: (+974) 44397670 / 7396 Fax: (+974) 44397763

Email: KSaifeldeen@hamad.qa; hitc@hamad.qa

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 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: 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) 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.
- d) Please advise the country of origin for the RAW Materials.

Bid/ Performance Bond Requirements

a) BID BOND:

- Bid Bond (from 1% up to maximum 5%) or with the same value as mentioned in the tender documents, to be submitted for any offer with value Qrs. 200,000.00 and above with validity of 120 days from the date of submission.
- Bid Bond for Sole Source is not required.
- Bid Bond to be submitted along with the technical offer and not the commercial offer.

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b) PERFORMANCE BOND:

- 10% Performance Bond to be submitted for the purchase orders starting from Qrs. 200,000.00 and above at the time of collection and it should be valid for 7 days after final completion of the purchase order.
- As per 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, in accordance with the tender conditions.
- 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.
- c) Local and Overseas Banks issuing Guarantees/ Bid/ Performance Bonds need to be certified/ approved by the Qatar Central Bank.

2% GHC Research Fund:

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 Gulf Health Council for Cooperation Council States (GHC/GCC) 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).

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.ga/en#.
- B) If you do not register with Ministry of Economy and 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.ga.
- 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://monagasat.mof.gov.ga/default.aspx.

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<u>Announcement of Tenders</u>: 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).

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	ادارة تنظيم المشتريات الحكومية، وزارة المالية. شارع مجلس التعاون / برج التعاون / الدوحة – قطر الهاتف: 44461333
E-mail: monaqasat@mof.gov.qa	البريد الإلكتروني: <u>monaqasat@mof.gov.qa</u>

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

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GENERAL TERMS & CONDITIONS

1.	Advise Manufacturer's name and country of origin.		
2.	Validity of Offer: Minimum 90 days.		
3.	We reserve the right to award a partial order.		
4.	Must provide 3 copies of original catalogues/ literatures. (In English in addition to any other primary language) a) 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.		
5.	b) 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.		
6.	All quotations must be properly stamped and signed by authorized person.		
7.	Hand written quotations will not be accepted. These must be typed.		
8.	Incomplete compliance form will result in the vendor's quotation being excluded from consideration and HMC reserves the rights to reject the offer without notification.		
9.	In case of multiple options, offered, a compliance form -/- sheet shall be separately filled for each option		
10.	Any extra options -/- advantages of the same offered item and that not listed in the compliance form -/- sheet must be clearly stated in the original offer -/- quotation in point by point form.		
11.	At Hamad Medical Corp., in line with other government agencies, we are encouraging suppliers to bring a debit, credit of an e-cash card (instead of submitting cash deposits) in order to pay the registration or documents collection fees.		
	 All bidders 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 name/s), please submit for both main company & related subsidiary branch/ co. 		
12.	The commercial activity [specialty] needs to be included in the Commercial Registration of the company. You are big it is a second of the company.		
13.	You are kindly requested to inform us back every time, whenever you receive our quotation and you are not interested in participating or bidding for that tender/ quotation.		
	Note to Overseas Vendors: In case of email quotation, you may use the following address ONLY:		
14.	Purchasing@hamad.qa (Please do not send your quotations to individual staff emails)		
15.	HMC has the right to cancel the P.O. or contract.		
16.	Non-compliance to any of the above requirements may disqualify your offer.		
	QUOTATION FEES FOR AUCTIONS AND TENDERS		

QUOTATION I LEG FOR AUCTIONS AND TENDERS	
FOR GENERAL LOCAL, LIMITED TENDERS AND DIRECT PURCHASES	3:
(Reference: As per Article No. 2 of the Government Procurement Bylaw Cir.	cul

(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		tation Value	Applicable Fees/ Non-Refundable (Qrs.)
	From (Qrs.) To (Qrs.)		Applicable rees/ Non-Refulldable (Qrs.)
1	200,000.00 (Two Hundred Thousand only)	Unlimited	For Limited and General Tenders: Document fee is equal to 1% of the Bid Bond Value <u>OR</u> from (not less than) minimum Qatari Riyals Five Hundred (500.00) up to maximum Qatari Riyals One Hundred Thousand (100,000).
2	 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 Bid Bond both will be applicable (as per the criteria explained in Point No. 15 (1) of the 'Quotation Value' and on Page 19 of the 'Bid Bond').		

WA/FG/10.11.2020 22-22

17.