



Ministry of Health of Kingdom Saudi Arabia

Order #: **1162599**

Created: **2021-02-20 06:46:08**

Due Date: **2021-02-25 06:46:08**

Destination: **TESTAZ**

Vendor: **Nupco**

Contact Person: **Mohammed Alqahtani**

Mobile: **+966 55 086 0179**

Email: **m.hmoud.alqahtani@ascend.com.sa**

Products / Count: 1

Code	Product Name	Category	Quantity	UOM
Consum 2zzzz	azzerreeezzzzzzz	Pharma supplies	115.0	BOX787878

**Ministry of Health (MOH)**  
**Terms and Conditions**

<p><b>1. Purpose:</b></p> <p>1.1 The purpose is to define Terms and Conditions whereby Ministry of Health located in Kingdom of Saudi Arabia (KSA) places order with the National Unified Procurement Company (NUPCO) to supply goods, equipment's and services.</p> <p><b>2. Compliance:</b></p> <p>2.1 All the goods must be received in good condition to the end user.</p> <p>2.2 All the information mentioned on the invoice should all match with the actual goods shipped (manufacturing date, expiry date, price, country of origin etc).</p> <p>2.3 All Goods shall be received with remaining minimum shelf life of 70%.</p> <p>2.4 Failing to comply with any of the above (unless agreed otherwise in writing), Ministry of Health (MOH) reserves the right to claim compensation for the financial losses and other costs such as penalties, shipping cost, storage charges etc. from NUPCO.</p> <p>2.5 The claimed compensation and other costs mentioned above will be transferred directly into NUPCO account.</p> <p><b>3. Non Compliance:</b></p> <p>3.1 NUPCO shall be responsible if any penalty is imposed by MOH clients or the authorities due to non-compliance by NUPCO during (5) years from the date of delivery.</p> <p>3.2 MOH also reserves the rights to (i) Reject the goods (ii) re-export the goods (i) Cancel the order (iv) claim financial losses and other costs and expenses suffered by MOH as a result of non-compliance by NUPCO. Any penalties and all financial consequences will be charged to NUPCO.</p> <p>3.3 In addition to the above, NUPCO shall also be charged 2% from the invoice total value for the administrative and miscellaneous expenses incurred due to non-compliance.</p> <p><b>4. Transportation &amp; Packaging:</b></p> <p>4.1 Goods shall be packed in a best suitable material for the nature of the goods according to the shipping and storage conditions (of desert climate) to guarantee safety and security of the goods till they are delivered to MOH.</p> <p>4.2 Goods shall be shipped and delivered at the destination as instructed by MOH.</p> <p>4.3 All goods shall be accompanied with 2 data loggers with LCD display of temperature, start/stop function, long battery life, Temp. &amp; Humidity record for at least 180 Days, Integrated USB connector, Temp Range minus 30 to +70, waterproof and long battery life of at least 6 months.</p> <p>4.4 Goods shall be received based on the requirements of MOH with proper label on the products or units.</p> <p>4.5 Goods shall have the required information printed on the product itself (Country of Origin, Batch no, Expiry date etc.)</p> <p>4.6 Goods shall not be dispatched until notified or approved by MOH to ship.</p> <p>4.7 Failing to comply with any of the criteria above, MOH reserves the rights to claim if any financial losses and other costs and expenses are suffered by MOH as a result of non-compliance by NUPCO.</p>	<p><b>5. Hazardous Goods:</b></p> <p>5.1 NUPCO shall inform MOH in advance if goods contain any hazardous substances in order to obtain landing approval prior to the arrival of such goods.</p> <p>5.2 No hazardous goods shall arrive without MOH approval.</p> <p>5.3 The required safety precautions shall be taken during handling, transportation and storage of such goods.</p> <p>5.4 NUPCO shall provide in writing any precautions, indications, instructions and warnings necessary in order to comply with the legislative or regulatory provisions applicable for health and safety considerations in Saudi Arabia.</p> <p>5.2 NUPCO shall provide the required authorizations, permission and other documents to SFDA or Saudi government if needed.</p> <p><b>6. Delivery Date and Lead Time:</b></p> <p>6.1 Delivery date or the deadline for the arrival of the goods shall be strictly adhered to.</p> <p>6.2 NUPCO shall give MOH prior notice in writing if any delay is foreseen.</p> <p>6.3 Goods shall not arrive without prior notification and shipping details.</p> <p>6.4 NUPCO shall be responsible if any financial loss and other costs and expenses are suffered by MOH as a result of late and/or non-delivery of goods due to the fault of NUPCO.</p> <p><b>7. Warranty:</b> Not applicable</p> <p><b>8. Documentations:</b></p> <p>8.1 NUPCO shall provide the copy of the official invoice to MOH before the arrival/delivery of the goods.</p> <p>8.2 NUPCO shall mention the price on the face of the invoice as per the Purchase Order.</p> <p>8.3 Payment terms shall be mentioned on the invoice.</p> <p>8.4 Any other necessary document, if required, shall be provided by NUPCO.</p> <p>8.5 Any discrepancy in the documents or delay in supplying the documents, NUPCO shall be responsible if any financial loss and other costs and expenses are suffered by MOH.</p> <p><b>9. Delivery Term:</b></p> <p>9.1 Delivery date should be based on the client PO and MOH quotation or agreed "Incoterms" between the two parties.</p> <p><b>10. Insurance:</b></p> <p>10.1 Insurance shall be borne by NUPCO or MOH as per the agreed contractual incoterms.</p> <p><b>11. Payment Terms:</b></p> <p>11.1 Payment as the agreed contractual terms. Payment shall be effective in accordance with the agreed terms and condition by the two parties. In case that shipment is missing, damaged MOH have the right to hold the payment until the issue is resolved &amp; agreed with NUPCO or send a replacement, etc. by NUPCO.</p>	<p><b>12. Suspension - Cancellation:</b></p> <p>12.1 MOH reserves the right to suspend the performance of any purchase order at any time by issuing a notification sent by either fax, e-mail or letter dispatched through courier to the supplier. In such case supplier may claim compensation that shall be restricted duly proven additional expenditure that has been caused directly due to suspension, to the exclusion of any indirect damage including loss or profit.</p> <p>12.2 MOH will give one (1) month notice before the agreed date of shipment for Suspension or Cancellation of purchase order.</p> <p><b>13. Taxes and Duties:</b></p> <p>13.1 The NUPCO shall be responsible for the payment of all taxes, duties levies of any kind for which it may be liable due to delivery of goods and/or services outside KSA.</p> <p><b>14. Applicable Law &amp; Place of Jurisdiction</b></p> <p>14.1 In case of any dispute arises between MOH and NUPCO as a result of performance by either party, it shall be settled amicably or through arbitration before a Saudi arbitration authority or referred to judging before the Grievances Board.</p> <p>14.2 The language of the arbitration proceedings shall be in English and Arabic.</p> <p>14.3 The arbitration shall take place as per the agreement by both parties.</p> <p>14.4 The arbitral award shall be final and binding on the parties. The Parties hereby undertake to follow and carry out the arbitral award.</p> <p><b>15. Anti-Corruption:</b></p> <p>15.1 Service Provider agrees to comply with Saudi Arabia Anti-Bribery Law the International Anti-corruption laws, other compliance requirements guidance for interaction with Healthcare Providers or Government Officials which MOH may provide in good faith to Service Provider time to time.</p> <p>15.2 Service Provider further agrees not to carry out any act or omission which may cause MOH and/or any of its employees, agents or representatives to violate applicable Anti-Bribery Laws or MOH Anti-Bribery policy.</p> <p>15.3 Service Provider warrants that it shall not, directly or indirectly, make offer, promise, or authorize the payment or giving of any money or gift of value to any Third Party (which is defined to include a Government Official or any Healthcare Provider or other person) for the purpose of obtaining any improper business advantage. Such purpose shall be deemed to exist if a payment or gift is made, offered, promised or authorized with the intent to or with the knowledge that it is likely to:</p> <ul style="list-style-type: none"><li>• Corruptly affect or influence any act or decision of a Third Party including a decision to fail to perform his or her lawful duty, or</li><li>• Induce a Third Party to corruptly affect or influence any act or decision of any Public Authority or customer in order to assist MOH or Service Provider in connection with the use or sale of its Products.</li></ul> <p>15.4 Service Provider acknowledges that the failure of Service Provider, its employees, agents, sub-Service Providers or other representatives to comply strictly with the foregoing terms and conditions shall be ground for immediate unilateral termination of this Agreement by MOH. In addition, such failure may subject the Service Provider and its Affiliate employees, agents and other representatives to substantial fines, penalties, damages, expenses, the loss of business opportunities, including those which are sought in connection with this Agreement, other consequential losses, damages and expenses. Ministry of Health retains the right to take any legal action it deems appropriate.</p>
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