



Annex 1

General Terms and Conditions

1. ACCEPTANCE OF THE CONTRACT

This Contract may only be accepted by the hospital's signing and returning an acknowledgement copy of it or by timely our required service in accordance with the terms of this Contract, as herein specified. Acceptance of this Contract shall affect a contract between the Service provider under which the rights and obligations of the Service provider shall be governed solely by the terms and conditions of this Contract, including these General Conditions. No additional or inconsistent provisions proposed by the Hospital shall bind KMSS unless agreed to in writing by a duly authorized official of KMSS.

2. PAYMENT

2.1 KMSS shall, on fulfillment of the Delivery Terms & ensure proper health service according to KMSS, unless otherwise provided in this Contract, make payment within 30 days of receipt of the Private/NGO Health Facilities and Pharmacy invoice for the goods specified in this Contract.

2.2 Unless authorized by KMSS, the Private/NGO Health Facilities and Pharmacy authority shall submit one invoice in respect of this Contract, and such invoice must indicate the Contract's identification number.

2.3 The prices shown in this Contract may not be increased except by express written agreement of KMSS.

2.4 This payment would be transfer through BFTN to the respective Private/NGO Health Facilities and Pharmacy on monthly basis by 10th calendar day of next month.

3. TAX EXEMPTION

3.1 In the event any tax exemption of Private/NGO Health Facilities and Pharmacy, the Private/NGO Health Facilities and Pharmacy should submit appropriate document which needs to be complied with existing governmental law and should determine a mutually acceptable procedure.

Accordingly, the Private/NGO Health Facilities and Pharmacy authorizes KMSS to deduct from the Private/NGO Health Facilities and Pharmacy invoice any amount representing such taxes, duties or charges, unless the Agency has consulted with KMSS before the payment thereof and KMSS has, in each instance, specifically authorized the Agency to pay such taxes, duties or charges under protest.

4. INTELLECTUAL PROPERTY INFRINGEMENT

The Agency warrants that the use or supply by KMSS of the goods supplied under this Contract does not infringe any patent, design, trade-name or trade-mark. In addition, the Private/NGO Health Facilities and Pharmacy shall, pursuant to this warranty, indemnify, defend and hold KMSS and the Concern worldwide harmless from any actions or claims brought against KMSS or the Concern worldwide pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods supplied under this Contract.



5. RIGHTS OF KMSS

In case of failure by the Agency to fulfill its obligations under the terms and conditions of this Contract, including but not limited to failure to supply by the agreed ensure all of health service date or dates, KMSS may, after giving the Private/NGO Health Facilities and Pharmacy agency reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

5.1 Procure all or part of the deliverable from other sources, in which event KMSS may hold the Agency responsible for any excess cost occasioned thereby.

5.2 Refuse to accept delivery of all or part of the deliverable.

5.3 Cancel this Contract without any liability for termination charges or any other liability of any kind of KMSS.

6. USE OF KMSS OR CONCERN WORLDWIDE

The Private/NGO Health Facilities and Pharmacy shall not use the name, emblem or official seal of KMSS or Concern Worldwide for any purpose. If they want to use it then they should inform first respective authority of KMSS & after getting the proper approval then they can use it.

7. PROHIBITION ON ADVERTISING

The Private/NGO Health Facilities and Pharmacy shall not advertise or otherwise make public that it is furnishing goods or services to KMSS without specific permission of KMSS in each instance.

8. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of KMSS, only the KMSS Authorized Official possess the authority to agree on behalf of KMSS to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Private/NGO Health Facilities and Pharmacy authority. Accordingly, no modification or change in this Contract shall be valid and enforceable against KMSS unless provided by an amendment to this Agreement signed by the Contractor and jointly by the KMSS Authorized Official.