



هيئة الاتصالات وتقنية المعلومات
Communications & Information
Technology Commission

Regulations for Delivery Service Provision via E-Platforms

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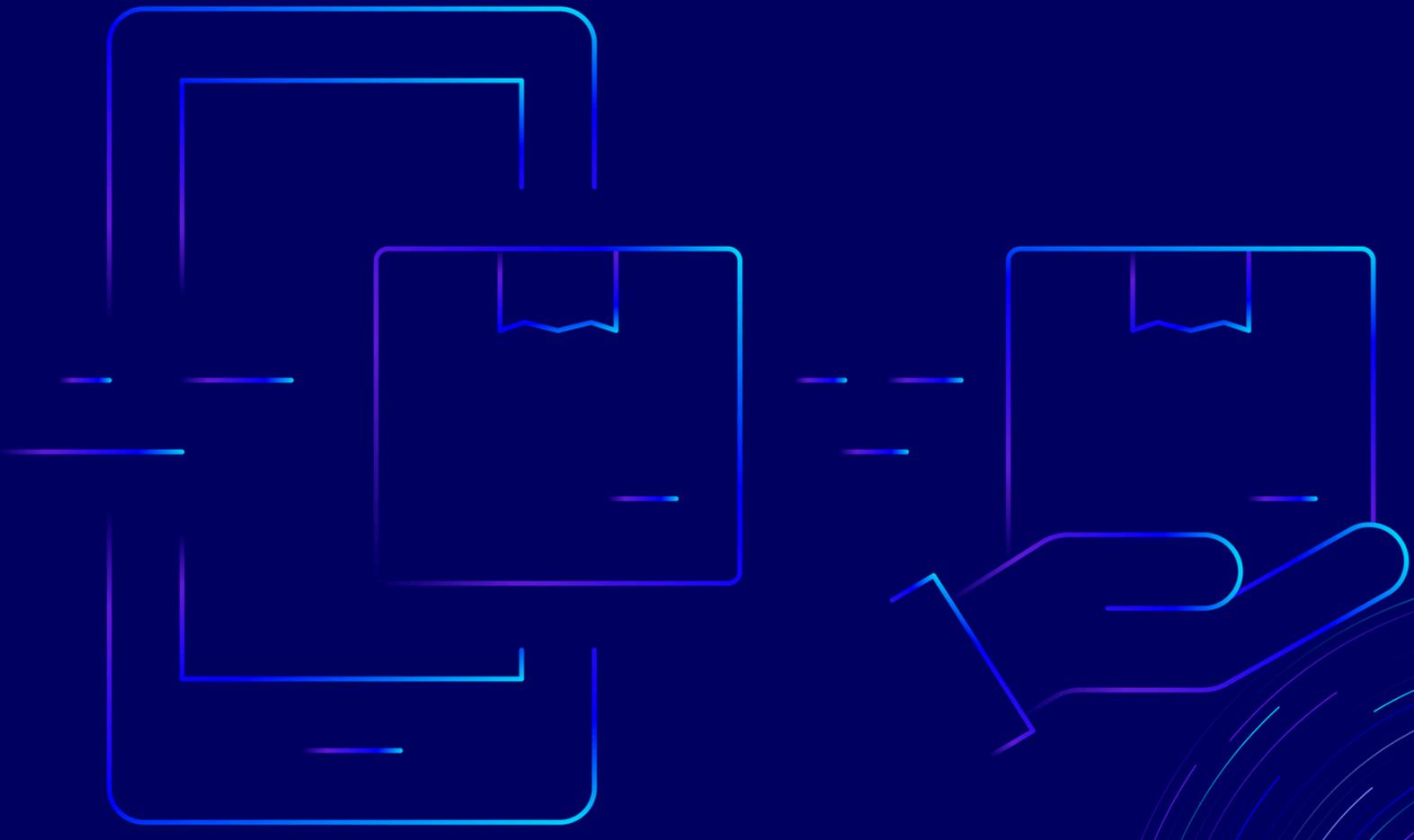


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Introduction:

CITC issued this document to regulate the delivery service across e-platforms in the Kingdom of Saudi Arabia, based on Cabinet Resolution No. (403) dated 12.07.1440 AH, which stipulates that CITC takes over the regulatory and supervisory powers over the postal sector, and CITC aims through this document to organize the e-platform delivery service, without prejudice to what is issued by the relevant competent authorities, and by the regulations and principles applied in the field of protecting the rights of the beneficiaries.

1. Definitions:

The terms and expressions used in this document have the meanings expressed next to it unless the context requires otherwise:

1.1 Kingdom: Kingdom of Saudi Arabia.

1.2 CITC: Communication and Information Technology Commission

1.3 E-platform delivery service: Delivering the order to the beneficiary by linking it with the representative via the e-platform.

1.4 Service provider: Provider of the e-platform delivery service registered with CITC.

1.5 E-Platform: The website or electronic application through which the service provider offers and provides its services to the beneficiary.

1.6 Terms and conditions of service provision: The terms and conditions set by the service provider to regulate the contractual relationship between it and the beneficiary and include rights and obligations.

1.7 Store: Commodity sale outlets of all types (for example: Stores for selling foodstuffs, restaurants, e-stores , and their equivalent).

1.8 Service contract: The agreement concluded between the service provider and the beneficiary through the e-platform to obtain the delivery service of whatever form.

1.9 Beneficiary: Who uses the e-platform to benefit from the request for delivery services through the e-platform.

1.10 Agent: Who the service provider links with the beneficiary to deliver the order.

1.11 CITC delivery application platform: The approved CITC platform is related to the service provider.

2. Document Scope of Application

2.1 This document applies to the provider of delivery service via e-platforms inside the Kingdom.

2.2 The application scope of this document does not include the order subject to delivery. This does not prejudice any requirements required by the competent authorities in the Kingdom, significantly without limitation, about requirements for the delivery of medicines, animals, food, and dangerous materials.

2.3 The scope does not include the case when the store delivers its products to its customers through its distribution network.

2.4 This document does not restrict the work of any laws, regulations, or other decisions in force in the Kingdom.

3. Service Provision Regulations:

3.1 General Provisions on Service Providers:

3.1.1 Anyone who wishes to provide an e-platform delivery service by the provisions contained herein within the Kingdom must register with CITC according to the registration requirements published on the CITC website.

3.1.2 The regulations and decisions issued by CITC must be adhered to, including but not limited to the document "General rules for maintaining the privacy of data for users in the telecommunications, information technology, and postal sectors."

3.1.3 It is obligatory to provide CITC with any report or information requested within the requirements for the application of this document during the period specified for that and as stated in the CITC application, and the service provider shall be responsible before CITC for any failure that may ensue. In addition, CITC will treat these documentations-documents , and information with complete confidentiality, according to its absolute discretion.

3.1.4 The electronic link of the CITC platform for delivery applications must be adhered to by the mechanism and specifications specified in the relevant document while adhering to the improvements or modifications that occur to the linking process in the future.

3.1.5 A database must be created that includes all basic information for delivery agents, including the dates of their joining the service provider and the actions taken towards them related to deletion or ban from the platform and the dates for the same, in addition to the registered orders:The service provider must keep this data for a period of no less than six (6) months from the date it was entered.

3.1.6 An electronic payment method must be available to the beneficiary.

3.1.7 The agent registration requirements must be adhered to by Annex No. (1).

3.1.8 All conditions and requirements issued by the concerned authorities, such as the Ministry of Health and the Ministry of Municipal and Rural Affairs, must be adhered to.

3.1.9 All procedures must be taken to verify the agent's commitment to the precautionary practices and preventive measures issued by CITC and the relevant authorities, including the implementation of a preparation program for the agent before starting work.

3.1.10 A free means of communication must be provided and published to serve the beneficiaries inside the Kingdom.

3.1.11 An administrative unit should be designated to receive, manage and handle beneficiaries' complaints.

3.1.12 The e-platform must include a form for submitting the beneficiaries' complaints, where its number, date, and what is done in connection with it are recorded, along with the preparation and publication of complaint handling procedures and their duration.

3.1.13 It should be possible to track the order for the beneficiary as much as possible and communicate with the delivery agent.

3.1.14 Any practices that may prejudice competition must be refrained from.

3.1.15 The beneficiary should not be forced to accept the refunded amounts as a balance in its e-wallet for the delivery platform.

3.1.16 The request to return the paid amount must be submitted within an hour of canceling the service (order) and notifying the beneficiary of the same.

3.1.17 The laws, regulations and decisions applied in the Kingdom that regulate the operations of receiving, collecting, and returning amounts of money must be adhered to.

3.1.18 It is a must to grant full cooperation to the CITC inspectors, facilitate their tasks and make available all possible resources of the service provider to carry out the inspection process, including It is a must to review the service provider's systems and provide the inspector with all the required documentation and documents that would confirm the service provider's commitment to the CITC systems. CITC will treat these documentations, documents and information with complete confidentiality.

3.1.19 All agents-registered with the service provider must be informed of all the controls, conditions and regulations approved by CITC and other relevant authorities, and any updates to it .The service provider bears responsibility for failure to do so.

3.2 Obligations of the Service Provider regarding the Service

Agreement with the Beneficiary:

3.2.1 The service provider must display to the beneficiary in the e-platform the service information and prices, whether from one or several stores, promotional offers, if any, and the terms and conditions for providing the service, in a clear manner and without ambiguity or vagueness, and the service provider must adhere to what is declared.

3.2.2 The service provider must obtain the approval of the beneficiary on the service provided, the prices, the payment, cancellation and refund mechanism before executing its order, or upon subscribing to the service and the updates that may occur to that. The service provider bears the burden of proof of the same.

3.2.4 The service provider must provide the beneficiary with an electronic invoice or text message explaining the details of the order and the details of the amount paid by the beneficiary, including delivery fees, tax, any discounts and the like.

3.2.5 The upper limit of the expected time that it will take to deliver the order must be made clear to the beneficiary.

4. Service Provision Guidelines

This article contains rules that can guide the service provider to raise its service provision level, improve the experience of its beneficiaries, and increase the level of competitiveness to provide better services, according to the following:

4.1 Providing appropriate means of communication for people with special needs.

4.2 Preparing and publishing rules and procedures for compensation, when breaching one of the obligations, such as loss or delay of the order, or a mistake in delivery.

4.3 Preparing and publishing standards to ensure service quality and providing a service level agreement (SLA), which includes clarifying the implications for breaching or failure of the service provider or the beneficiary to implement their obligations.

4.4 Preparing and publishing rules and procedures for handling undeliverable orders.

4.5 Preparing and publishing procedures to verify receipt of the beneficiary to its order.

4.6 Setting standards to raise the quality of the beneficiaries' experience, measure it, and improve its level based on the results of the measurements and the beneficiaries' evaluations.

4.7 Allowing the beneficiary to cancel the delivery request, and publishing the conditions for accepting the cancellation request and its fees, if any.

4.8 Notifying the beneficiary in the event that the request cancellation is accepted via an email or text message.

5. Requirements from the Service Beneficiary

5.1 The beneficiary must review the terms and conditions of the service, the contract, the payment mechanism, and the refund before agreeing to submit the application or register on the platform.

5.2 The beneficiary must pay the fee to the service provider as agreed upon in the service agreement.

5.3 The beneficiary is responsible for the correctness of the information and the data entered by it for any dealings that take place through or because of the platform.

6. Compliance

The service provider complies hereby to put the provisions hereof into effect. Failure to adhere to this document is deemed a breach of the provisions of registration with CITC, and CITC may take what it deems appropriate against those who did not stick to it. This includes, without limitation, warning the service provider, suspending or canceling the registration of the service provider with CITC or requesting the blocking of the service provider's e-platform.

Annex (1): Delivery Agent Registration Controls

Version No. (1.1)

Without prejudice to any regulations in force in the Kingdom, the provider of delivery service via e-platforms must adhere to the following requirements when registering an agent, unless CITC declares otherwise:

1. The agent must have a valid national or resident ID card.
2. The agent must have a valid driver's license.
3. It is prohibited to register or use motorcycles for delivery.
4. The vehicle driving document used in the delivery process must be valid.
5. The agent undertakes not to disclose or misuse the beneficiary information.