



# SECTORIAL STANDARD BIDDING DOCUMENT

## Buying the Medical Appliance

**Contracting Entity:** Ministry of Health / Environment / The  
State Company For Marketing Drugs  
Medical Appliances (kimadia )

**Project Reference/Tender:** Contract For The Supply of  
Medical Appliances will  
arranged on the recent balance

**The Project Name/Tender:** 91/2019/ 5

**Title of the Task:** buying the medical appliance

Date: issued in date **(Wednesday) 13/ 2 / 2019.**

## **The Standard Documents of tender to specialist Sectors**

### **General Tender Buying the Medical Appliance**

Tender: 91/2019/5

**Reference Tender:** recent Iraqi Federal Budget

Date: 13/2 /2019

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**Tender / Number: 91/ 2019/5 Orthopedic Surgery Appliances**

**Contracting Entity:** Ministry of Health/Environment/The State Company For Marketing  
Drugs Medical Appliances (Kimadia)

## Invitation for Bids (IFB)

**Tender:** General Tender to Buying the Medical Appliance  
**Tender No.:** 91/2018/62/R on the recent Iraqi Federal Budget

**IFB Number:** .....

1. The Ministry of Health / Environment / The State Company For Marketing Drug Medical Appliances (kimadia ) invites the a qualified bidder to present the tenders that sealed & signer to contracting [ **Orthopedic Surgery Appliances** ]
2. Bidding will be conducted through the general Tender (GT) procedures and is open to all bidders from Eligible Countries as defined in the Bidding Document.
3. Interested eligible bidders may obtain further information from Ministry of Health / Environment / The State Company For Marketing Drug Medical Appliances (kimadia )/Drug Media Department & the Public Relations- 5<sup>th</sup> floor ,position of MOH(Ministry of Health),E-mail ([dg@kimadia.iq](mailto:dg@kimadia.iq) ) & Kimadia website is([WWW.kimadia.iq](http://WWW.kimadia.iq) ) and inspect the bidding documents at the address given below from( 8:30 AM) to (2:30 PM) at Baghdad time.
4. Bidders must fulfil qualifications requirements including: the *legal, technical, financial requirements* as state in Bidding Document. A margin of preference for the goods to National Private Sector Factories of Republic of Iraq. Additional details are provided in the Bidding Documents(see the clause(30) priority national from ITB(Instructions To Bidders)& clause (30) from Bid Data Sheet.
5. A complete set of Bidding Documents in English or Arabic Language may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non-refundable & the price of buying tender will be by lump sum as follows:  
 a- (1.000.000)one million Iraqi Dinar for the tender which charge less than (1.000.000) Dollars .

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- b- (2.000.000)two million Iraqi Dinar for the tender which charge more than (1.000.000) Dinar.
- c- (150) dollar for general tender.
- d- (1000) thousand dollar for awarded against Medical Appliances( by direct invitation or the method of tender only or other method that exception of obligate the company to present receipt buying according to execute instructions.)

Otherwise the offer will be neglect it.

The method of payment fee will be cash & the Bidding Document will be sent as state in ITB&the bidder who is previously participated in the re-announced bid to submit the previous purchasing receipt with the re-announced tender documents.

- 6.** Bids must be delivered to the address below at or before **5/3/ 2019** at **(1:00pm )** at Baghdad time &late bids will be rejected. Bids will be opened in the present of the bidders' representatives who choose to attend in person at the address below in **(6 /3 /2019)** at [9:00am]at Baghdad time . All bids must be accompanied by a Bid Security of **[insert amount in Iraqi Dinar]**atratio 1% from the estimated cost on condition issued from Iraqi dependable bank according to report issued from the central bank for the bank financial performance & it depend on :
- a- the primary insurance(Bid Bond) for the tender's applicant will not be accepted unless they are inform of guarantee letter or legalize check or svth& the swift of a guarantee letter or direct bond are not accepted.
  - b-Bid Bond should submit by the bidder or any of the share holders of the company or companies participate under contract for the benefit of contracting party as mention in attached sample in Bidding Forms/part 4<sup>th</sup>.
  - c-Public companies exempt from submitting the bid bond & letter of guarantee good execution stipulated by instruction of implementation the contracts (no.2) year 2014.
  - d-the bond issued from company which contracted with it or with its legal authorized for issuing the bond under formal & certified authorization.

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e-the submitting of bond should attached with letter of legalized issuing (private & secret) send to Ministry of Health / Environment / The State Company For Marketing Drug Medical Appliances (kimadia ) by the bank who issued the bond.

f-the bond should not conditional & for the favor of The Ministry of Health / Environment / The State Company For Marketing Drug Medical Appliances (kimadia )

g-the bond must issued by two languages (Arabic & English).

h-the primary insurance will be confiscated for who to be the successful upon his abstain for signing the contract after the notification with awarding matter & all other legal procedures will be taken against him that indicated in these instructions & confiscate the bid bonds for those who referred to him the tender when withdraw its bid during the period of validity after the closing of tender or refused correction on his calculations mistakes in tender & its reflection or awarding decision & take legal actions set forth in the instructions of implementation the Government contracts against him.

i-the duration of validity of bid bonds be valid until after the end of validity tender specified in the documents of tender.

7. The address(es) referred to above is Baghdad/bab-Almadhm Ministry of Health / Environment / The State Company For Marketing Drug Medical Appliances (kimadia )/6<sup>th</sup> floor/Financial Dept. to submit the bid bond or Receipt & Opening the offers to submit the tenders

Tel.4157667, Mobil:707705419074,

switchboard:8,7,5,4158401 (switchboard with 4 line)

**Contracting Entity** The Ministry of Health / Environment / The State Company For Marketing Drug Medical Appliances (kimadia)

**Contracting Authority:** PH. Mudhafar Ali Abbas

**Title:** Director General of The State Company For Marketing Drug Medical Appliances (kimadia )

**Signature:**

**Date:** {    /    /2019 }

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**Contracting Entity:** Ministry of Health/Environment/The State Company For Marketing Drugs Medical Appliances (Kimadia)

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# PART 1

## BIDDING PROCEDURES

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**Tender / Number: 91/ 2019/5 Orthopedic Surgery Appliances**

**Contracting Entity:** Ministry of Health/Environment/The State Company For Marketing  
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**PART 1**

**BIDDING PROCEDURES**

**Section I. Instructions to Bidders**

**Instructions to Bidders**

**A. INTRODUCTION**

<b>1. Scope of Bid</b>	<p>1.1 The Contracting Entity, as specified in the <b>Bid Data Sheet (BDS)</b> and in the <b>Special Conditions of Contract (SCC)</b>, invites bids for the supply of Goods (pharmaceuticals, vaccines, contraceptives, or medical equipment) as specified in the <b>Bid Data Sheet</b> and <b>Schedule of Requirements</b>.</p> <p>1.2 Throughout these bidding documents, the terms “writing” means any typewritten or printed communication, including letters delivered by hand, telex, and facsimile transmission, and “day” means calendar day. Singular also means plural.</p>
<b>2. Fraud and Corruption</b>	<p>2.1 The Contracting Entity requires that bidders, suppliers, and contractors, their subcontractors and their staff shall observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Contracting Entity:</p> <p>(a) defines Fraud and Corruption as per the relevant applicable Iraqi laws. For the purpose of this provision, the Contracting Entity will be guided further by the definition of the terms as set forth here below:</p>
	<p>(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p>
	<p>(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p>
	<p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or</p>

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	making false statements to investigators in order to materially impede a Contracting Entity's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice in accordance with the applicable Iraqi laws; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
	(bb) acts intended to materially impede the exercise of inspection and audit rights provided for under Sub-Clause 2.1 (d) below in accordance with the applicable Iraqi laws.
	<p>(b) will reject the Bid if it determines in accordance with the applicable Iraqi laws that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;</p> <p>(c) will sanction a firm or individual in accordance with the applicable Iraqi laws, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded contract if it at any time it is determined by the competent Iraqi authorities that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Contracting Entity financed contract; and</p> <p>(d) will have the right to inspect the accounts and records and other documents relating to the bid submission and contract performance of bidders, suppliers, and contractors and their sub-contractors and to have them audited by the competent authorities in accordance to the applicable Iraqi Laws.</p>

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## B. THE BIDDING DOCUMENTS

<b>3. Content of Bidding Documents</b>	3.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 5:
	<p>Section I. Instructions to Bidders (ITB)</p> <p>Section II. Bid Data Sheet (BDS)</p> <p>Section III. Evaluation and Qualification Criteria</p> <p>Section IV. Bidding Forms</p> <p>Section V. Eligible Countries</p> <p>Section VI. Schedule of Requirements</p> <p>Section VII. General Conditions of Contract (GCC)</p> <p>Section VIII. Special Conditions of Contract (SCC)</p> <p>Section IX. Contract Forms</p>
	3.2 The "Invitation for Bids" does not form part of the Bidding Documents..
<b>4. Clarification of Bidding Documents</b>	<p>4.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the <b>Contracting Entity</b> in writing or by cable (the term "cable" is deemed to include electronic mail, telex, or facsimile) at the <b>Contracting Entity's</b> address <b>indicated in the Bid Data Sheet</b>. The <b>Contracting Entity</b> will respond <b>in writing to any request for clarification received no later than fourteen (14) calendar days</b> prior to the deadline of submission of bids. Copies of the Contracting Entity's response shall be sent to all prospective Bidders who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source.</p> <p>4.2 In order to maintain the confidentiality of the procedures during the Bid advertisement period, information about the names and addresses of Bidders and their agents shall not be disclosed to any unconcerned party.</p>
<b>5. Amendment of Bidding Documents</b>	5.1 At any time prior to the deadline for submission of bids, the <b>Contracting Entity</b> may amend the Bidding Documents by issuing Addenda.
	5.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 3.1 and shall be

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	communicated in writing to all purchasers of the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.
	5.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the <b>Contracting Entity shall extend</b> , at its discretion, the deadline for submission of bids, in which case, the Contracting Entity will notify all Bidders by cable confirmed in writing of the extended deadline. The Contracting Entity shall advertise any extension of the deadline for bid submission in same media as was done for the Short Procurement Notice of this tender.

### C. PREPARATION OF BIDS

<b>6. Eligibility</b>	6.1 This bidding process is <b>open to qualified firms from any Eligible country as specified in Section - V. The Firms may be excluded from bidding if:</b>
	<p>1.1 (a) the firms have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :</p> <ul style="list-style-type: none"> <li>(i) they have a controlling partner in common; or</li> <li>(ii) they receive or have received any direct or indirect subsidy from any of them; or</li> <li>(ii) they have the same legal representative for purposes of this bid; or</li> <li>(iii) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Contracting Entity regarding this bidding process; or</li> <li>(iv) a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one bid.or</li> <li>(v) a firm has been engaged by the Contracting Entity - or a</li> </ul>

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	Purchasing Agent that has been duly authorized to act on behalf of the Contracting Entity - to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in these Bidding Documents. Or
	(b) Government-owned entities in the Republic of Iraq, if they cannot establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Contracting Entity.
	6.2 Staff of the Government and Public Sector cannot participate directly or indirectly in Public Tenders
	6.3 A firm declared Black listed or Suspended by the competent authorities shall be ineligible to bid during the period of time determined. A list in this regard is available on the website <b>specified in BDS</b> .
<b>7. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents</b>	7.1 Pursuant to ITB Clause 12, the Bidder shall furnish, as part of its bid, documents establishing, to the Contracting Entity's satisfaction, the eligibility of the Health Sector Goods and Medical Equipment and services to be supplied under the Contract. 7.2 The documentary evidence of the eligibility of the Goods and Services shall consist of a statement in the Price Schedule of the country of origin of the Goods and Services offered that shall be confirmed by a certificate of origin to be issued at the time of shipment and approved by the competent Iraqi authorities in the country of origin; such an approval is waived for items of certified Arab origin.
	7.3 The documentary evidence of conformity of the Goods and Services as <b>specified in Section VI Schedule of Requirements</b> may be in the form of literature, drawings, and data and shall consist of:
	(a) a detailed description of the essential technical and performance characteristics of the Goods;
	(b) an item-by-item commentary on the Contracting Entity's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
	(c) any other procurement-specific documentation requirement as stated in the <b>Bid Data Sheet</b> .

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	<p>7.4 Unless the <b>Bid Data Sheet</b> stipulates otherwise, the Goods to be supplied under the Contract shall be registered with the competent authority in Iraq. A Bidder who has already registered its Goods by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Contracting Entity either:</p> <ul style="list-style-type: none"> <li>(a) a copy of the Registration Certificate of the Goods for use in the Iraq.</li> <li>OR, if such Registration Certificate has not yet been obtained,</li> <li>(b) evidence establishing to the Contracting Entity's satisfaction that the Bidder has complied with all the documentary requirements for registration as specified in the <b>Bid Data Sheet</b>.</li> <li>(c) it is permitted to take excepting by the health minister.</li> </ul> <p>7.4.1 The Contracting Entity shall at all times cooperate with the successful Bidder to facilitate the registration process within Iraq. The agency and contact person able to provide additional information about registration are identified in the <b>Bid Data Sheet</b>.</p> <p>7.4.2 (a): If the Goods of the successful Bidder have not been registered in Iraq at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained.</p> <p>(b) : minister of health has the right to take exception for the winner bidder from submitting registration certificate at the time of signing contract.</p>
	<p>7.5 For purposes of the commentary to be furnished pursuant to ITB Sub-Clause 7.3 (b) above, the Bidder shall note that standards as well as references to brand names designated by the Contracting Entity in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalog numbers in its bid, provided that it demonstrates to the Contracting Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
<p><b>8. Qualifications of the Bidder</b></p>	<p>8.1 The Bidder shall provide documentary evidence to establish to the Contracting Entity's satisfaction that:</p>

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	(a) the Bidder has the financial, technical, and production capability necessary to perform the Contract, meets the Qualification Criteria <b>specified in Section III Evaluation and Qualification Criteria</b> .
	(b) in the case of a Bidder offering to supply Goods, identified in the Bid Data Sheet, that the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the manufacturer or producer of such Goods to supply the Goods in Iraq as per format of Manufacturer's Authorization Form in Section IV;
	(c) in the case of a Bidder who is not doing business within Iraq (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the Contract) represented by a local service/maintenance provider in Iraq equipped and able to carry out the Bidder's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
	(d) the Bidder meets the qualification criteria listed in the <b>specified in Section III Evaluation and Qualification Criteria</b> (see additional clauses of <b>Section III</b> for pharmaceuticals, vaccines and medical equipment).
<b>9. One Bid per Bidder</b>	9.1 A firm shall submit only one bid as an individual Bidder and in accordance with ITB 6.1.a.
<b>10. Cost of Bidding</b>	10.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Contracting Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<b>11. Language of Bid</b>	11.1 The bid, <b>as well as all correspondence</b> and documents <b>relating to</b> the bid exchanged by the Bidder and the <b>Contracting Entity</b> , shall be written in the language specified in the <b>Bid Data Sheet</b> . Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages <b>in the language specified</b> , in which case, for purposes of interpretation of the Bid, the translation shall <b>govern</b> .
<b>12. Documents Constituting the Bid</b>	12.1 The bid submitted by the Bidder shall comprise the following:

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	<ul style="list-style-type: none"> <li>(a) duly filled-in Bid Form and Price Schedule, in accordance with the forms indicated in Section IV;</li> <li>(b) original form of bid security in accordance with the provisions of ITB Clause 17 (Bid Security);</li> <li>(c) written power of attorney authorizing the signatory of the bid to commit the Bidder;</li> <li>(d) documentary evidence establishing to the Contracting Entity's satisfaction, and in accordance with Documents required as per ITB Clause 7 and that they conform to the Bidding Documents;</li> <li>(e) documentary evidence establishing to the Contracting Entity's satisfaction, and in accordance with Qualification of the Bidder as per ITB Clause 8 that the Bidder is qualified to perform the Contract if its bid is accepted.</li> <li>(f) Bidder's voucher of purchasing the Bidding Document.</li> <li>(g) if applicable as per ITB Sub-clause 8.1(b), Manufacturer's Authorization Form as per format in Section IV</li> <li>(h) <b>Bidder's voucher of purchasing the Tender Document.</b> Any other required document shall be <b>specified in the Bid Data Sheet.</b></li> </ul>
<b>13. Bid Form</b>	<p>13.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule <b>provided under Section – IV</b> indicating the Goods to be supplied, a brief description of the Goods, their country of origin, quantity, and prices.</p>
<b>14. Bid Prices and Discounts</b>	<p>14.1 The Bidder shall quote their prices as per format of Price Schedule provided under <b>Section IV</b> all the specified components of prices shown therein. All the columns shown in the Price Schedule should be filled up as required. If any column does not apply to a Bidder, same should be clarified as "NA" (means Not Applicable) by the Bidder.</p> <p>14.2 The quoted prices for goods offered for domestic goods or goods of foreign origin located in Iraq shall be quoted in the Price Schedule given under <b>Section IV</b> (2). The quoted prices for goods to be imported from abroad, shall be quoted in the Price Schedule given under <b>Section IV</b> (3).</p> <p>14.3 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:</p> <p>14.3.1 For domestic goods or goods of foreign origin located in Iraq, the prices under column 5 in the corresponding Price Schedule in at <b>Section IV</b> (2) shall be entered separately in the following manner:</p> <p style="padding-left: 40px;">Column 5(a): The price of goods, quoted ex-factory/ ex-</p>

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	<p>showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like Sales Tax, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc. This will also include charges towards Packing &amp; Forwarding,</p> <p>Column 5(b): Any sales and other taxes and duties like Excise Duty, Sales Tax etc., which will be payable on the goods in Iraq if the Contract is awarded;</p> <p>Column 5(c): Inland Transportation, Insurance, Loading/ Unloading and other incidental costs till to delivery of the goods to their final destination as specified in the Schedule of Requirements.</p> <p>Column 5(d): The Price of Incidental Services including installation, demonstration and onsite training at End-users' site, if applicable, as mentioned in Schedule of Requirements.</p> <p>14.3.2 For goods offered from abroad, the prices under Column 5 in the corresponding Price Schedule as per format in <b>Section IV (3)</b> shall be entered separately in the following manner:</p> <p>Column 5(a): The price of goods quoted CIP at port/airport of destination;</p> <p>Column 5(b): The price of goods quoted DDP (Delivery Duty Paid) at End-user site in Iraq as specified in the Schedule of Requirements.</p> <p>Column 5(c): The price of Incidental Services including installation, demonstration and onsite training at End-users' site, if applicable, as mentioned in Schedule of Requirements;</p> <p>14.3.3 For Medical Equipment, Annual Maintenance Contract (AMC) at End-users' site for the stipulated years after warranty period in the Price Schedule as per format in <b>Section IV (4)</b>, if applicable as specified in Schedule of Requirements. The cost of AMC may be quoted along with taxes applicable on the date of Bid Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later. During AMC contract period the Supplier shall keep sufficient stock of spares required during and will to attend to the break down calls promptly. An UPTIME warranty of 'x'% per</p>
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	year during Annual Maintenance Contract, if applicable, <b>as specified in Section VI Schedule of Requirements</b> should be provided. In such cases if the Down Time exceeds (100-x) % per year during AMC period, it will extend the AMC period by double the down time period.
	14.4 The terms EXW, FCA, FOB, CIF, CIP, DDP, etc., shall be governed by the international rules for interpreting trading terms as prescribed in the current edition of INCOTERMS® published by the International Chamber of Commerce, Paris.
	14.5 The Bidder's separation of price components in accordance with ITB Sub clause 14.3 above will be solely for the purpose of facilitating the comparison of bids by the Contracting Entity and will not in any way limit the Contracting Entity's right to contract on any of the terms offered.
	14.6 Price quoted by Bidder shall be fixed during the currency of the Contract and not subject to any variation on any account.
	14.7 If more than one schedule (or lot) has been <b>specified in Section VI Schedule of Requirements</b> , these Bidding Documents allow Bidders to quote separate prices for one or more schedules (or lots). The Bidder may quote for one or more schedules (or lots) but are required to quote for all items and its full quantity of the goods of that schedule. The Schedules (or lots) must be listed and priced separately in the Price Schedules. Bids shall be evaluated for each schedule (or lot) separately.
<b>15. Currencies of Bid</b>	15.1 Prices shall be quoted in the following currencies: (a) The Bidder shall express its prices for such goods to be supplied from Iraq in the Iraqi Dinar. (b) The Bidder may express the bid price of the Goods to be supplied from abroad as indicated in the <b>Bid Data Sheet</b> .
<b>16. Period of Validity of Bids</b>	16.1 Bids shall remain valid for the period stipulated in the <b>Bid Data Sheet</b> after the date of bid submission specified in ITB Clause 20. A bid valid for a shorter period shall be rejected by the Contracting Entity as nonresponsive.
	16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Contracting Entity may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. The Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

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<b>17. Bid Security</b>	<p>17.1 The Bidder shall furnish as part of its bid a bid security in the form of an unconditional guarantee and payable upon first demand and in any of the following modes:</p> <p>(a) a bank guarantee as per format in <b>Section IV</b> ; or</p> <p>(b) a cashier's or certified check; or</p> <p>(c) <b>or any mode depended by the contracting entity in data sheet.</b></p> <p>The amount of the Bid Security shall be as stipulated <b>in the Bid Data Sheet</b> and in the <b>Schedule of Requirements in Section VI.</b></p>
	<p>17.2 The bid security shall be addressed to the Contracting Entity stating the number and title of the IFB and shall remain valid for a period of 28 days beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-Clause 16.2.</p>
	<p>17.3 The bid security shall, at the Bidder's option, be in the form of either or a Bank Guarantee from an accredited bank in Iraq and in accordance with the instructions of Central Bank of Iraq or certified check in the format provided in the Bidding Documents <b>or any mode depended by the contracting entity in data sheet..</b> In the case of Bank Guarantee furnished from the banks outside Iraq, it should be endorsed and countersigned by accredited bank in Iraq by way of back-to-back counter guarantee.</p>
	<p>17.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Contracting Entity as nonresponsive <b>excepting that of the producing drugs company or medical equipment manufacturing companies which are cover by the valid exeption of the minister of health</b> .</p>
	<p>17.5 Upon the approval of the Contracting Authority, the Contracting Entity has the right to release the Bid Securities of the unsuccessful Bidders that are unlikely to be awarded the Contract before the end of the Bid Validity and after the referral recommendation has been made. In such a case, the Bid Securities of the first three (3) candidates Bidders shall be retained in view of ITB Sub-Clause 38.2</p>
	<p>17.6 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract and furnished the required performance security.</p>
	<p>17.7 The bid security may be forfeited</p> <p>(a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 16.2 and 22.3; or</p>

	<p>(b) in the case of a successful bidder, if the Bidder fails within the specified time limit to:</p> <p>(i) sign the contract, or</p> <p>(ii) furnish the required performance security.</p>
	<p>(c) In the case of Complaint and Appeal as per Clause 36 by an unsuccessful Bidder and when this complaint or appeal is found by the competent authorities to be for false or unjustified reasons. The amount of damage resulting from delaying the contract signature will be recovered from the Bid Security of the here above unsuccessful Bidder. However, such amount <b>which forfeited from Bid Security which equale to the penalties value limited</b> in accordance with the applicable Iraqi laws and procedures.</p>
	<p>1.2 17.8 If the bid security is not provided by some Bidders, due to exemption provided by the Iraqi applicable laws, as in the case of Public Companies or others as specified in <b>Bid Data Sheet Sub-Clause 17.1</b>, and</p> <p>a) if such a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2, or</p> <p>b) if such a Bidder is nominated as a successful Bidder and fails to: sign the Contract in accordance with ITB Clause 37; or furnish a performance security in accordance with ITB Clause 38;</p> <p>the Contracting Entity may, if provided for in the <b>Bid Data Sheet</b>, declare the Bidder disqualified to be awarded a contract by the Contracting Entity and proceed with the administrative actions as stated in the <b>Bid Data Sheet</b>.</p>
<b>18. Format and Signing of Bid</b>	<p>18.1 <b>The Bidder shall prepare an original and it is permitted to be as ( compact disk ) with the technical bid , while the financial bid should be submitted in one written original copy .</b></p>
	<p>18.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 12.1, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The authorization shall be indicated as specified in the <b>Bid Data Sheet</b> by those legally authorized to signed, which pursuant to ITB Sub-Clause 12.1 (c) shall accompany the bid. The Bidder has to ensure the signature of the Bid Submission Form and of every page of the Price Schedules and the attached documents to the Bid by the person signing the Bid. Noting that all pages of the bid</p>

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	where entries or corrections on entries have been made by the Bidder shall be signed or initialled by the person signing the bid. Prices shall be incorporated by the Bidder in words and figures as required in the Price Schedules. Any other requirement is specified in the <b>Bid Data Sheet</b> .
	18.3 The Bid shall contain no interlineations, erasures, or modifications to the Bidding Documents, except to correct errors made by the Bidder in preparing the Bid Forms and where accordingly such corrections should be signed and initialled by the authorised person or persons signing the bid.

## D. SUBMISSION OF BIDS

<b>19. Sealing and Marking of Bids</b>	19.1 Bidders may always submit their bids by express mail, express courier or by hand. The Bidder shall enclose the original and each copy of the bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" or "COPY." The envelopes containing the original and copies shall then be enclosed in <b>stamped outer envelope</b> .
	19.2 The inner and outer envelopes shall: <ul style="list-style-type: none"> <li>(a) bear the name and address of the Bidder and Bidder stamp on four corners;</li> <li>(b) be addressed to the Contracting Entity at the address given in the <b>Bid Data Sheet</b>;</li> <li>(c) bear the Tender, Tender number. and IFB number indicated in the <b>Bid Data Sheet</b>; and</li> <li>(d) bear a statement "DO NOT OPEN BEFORE [date and time]" to be completed with the time and date specified in the Bid Data Sheet relating to ITB Sub-Clause 20.1.</li> </ul>
	19.3 If the outer envelope is not sealed, stamped and marked as required by ITB Sub-Clause 19.2 and in accordance with the applicable Iraqi laws, the Contracting Entity will assume no responsibility for the misplacement or premature opening of the bid.
<b>20. Deadline for Submission of Bids</b>	20.1 Bids must be received by the Contracting Entity at the address specified in ITB Sub-Clause 19.2 (b) no later than the time and date specified in the <b>Bid Data Sheet</b> . A receipt will be provided by the Contracting Entity against each Bid submitted. One copy of the receipt will be for the Bidder, and the second copy will be kept by the Contracting Entity for a further reference
	20.2 The Contracting Entity may, at its discretion and before the deadline, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-

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	Clause 5.3, in which case all rights and obligations of the Contracting Entity and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
<b>21. Late Bids</b>	21.1 Any bid received by the Contracting Entity after the deadline for submission of bids prescribed in ITB Clause 20 will be rejected and returned unopened to the Bidder.
<b>22. Modification and Withdrawal of Bids</b>	22.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative with a valid proof of the authorization, is received by the Contracting Entity prior to the deadline prescribed for submission of bids.
	<p>22.2 The Bidder's modification or substitution shall be prepared, sealed, marked, and dispatched prior to the deadline for submission of bids and as follows:</p> <ul style="list-style-type: none"> <li>(a) The Bidder shall provide an original and the number of copies specified in ITB Sub-Clause 19.1 of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATION-ORIGINAL" or "BID SUBSTITUTION-ORIGINAL" and "BID MODIFICATION-COPIES" or "BID SUBSTITUTION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID MODIFICATION" or "BID SUBSTITUTION."</li> <li>(b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 19.2 and 19.3.</li> </ul>
	<p>22.3 A Bidder wishing to withdraw its bid shall notify the Contracting Entity in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for submission of bids and shall:</p> <ul style="list-style-type: none"> <li>(a) be addressed to the Contracting Entity at the address named in ITB Sub-Clause 19.2 (b)</li> <li>(b) bear the Invitation for Bids (IFB) title and number indicated in named in ITB Sub-Clause 19.2 (c) and the words "BID WITHDRAWAL NOTICE" and</li> <li>(c) be accompanied by a valid written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.</li> </ul>
	22.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 22.3, shall be returned unopened to the Bidders.
	22.5 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of

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	the bid validity period specified in ITB Clause 16. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security, pursuant to ITB Sub-Clause 17.7.
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## E. OPENING AND EVALUATION OF BIDS

<b>23. Bid Opening</b>	<p>23.1 The Contracting Entity (Bid Opening Committee) will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the <b>Bid Data Sheet</b>. Bidders' representatives shall sign a register as proof of their attendance.</p>
	<p>23.2 Envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal notice shall be permitted unless the corresponding withdrawal notice with a valid authorization is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" with a valid authorization shall be read out and opened with the corresponding bid.</p>
	<p>23.3 All other Bids shall be opened one at a time, reading out: the name of the Bidder and the Bid Price of each item or schedule (or lot) including any discounts, and indicating whether there is: the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Contracting Entity may consider appropriate. No bid shall be rejected at bid opening except for late bids pursuant to Sub-Clause 21.1.</p> <p>All pages of the original of each Bid shall be stamped with the bid opening committee stamp and the bid opening committee members shall sign on all pages of the price schedules of the original of each Bid.</p>
	<p>23.4 Bids (and modifications sent pursuant to ITB Sub-Clause 22.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.</p>

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	<p>23.5 The Contracting Entity will prepare minutes of the bid opening at the end of the opening session, with the here above mentioned information of ITB Sub-Clauses 23.1, 23.2, 23.3, and 23.6 and including in minimum the following information about: --</p> <ul style="list-style-type: none"> <li>- sealing and stamping of the envelopes;</li> <li>- bid prices ( unit price for each lot if it is available ) in addition to any conditional pricing or discounts based on other Bids;</li> <li>- marking (with the signature of the Chairman of Bids Opening Committee and the members) of any alteration, erasure, correction made by the Bidder on the prices schedules (while slashing un-priced items with horizontal lines);</li> <li>- Bidder's signature of the Bid Submission Form and other attached Bid Forms and of every page of the price schedules;</li> <li>- number of pages of each Bid;</li> <li>- any other relevant remarks and reservations made by the Bidder on the Bid;</li> <li>- any other remarks and general description and highlights to be made by the Committee on any attachments to the Bid. All Bid's content and attachments will be initialled by the Bids Opening Committee.</li> </ul>
	<p>23.7 The Bidder's representatives who are present shall be requested to sign the minutes with the right to add any comment on the performance of the Committee. The omission of a Bidder's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Bidders who wish to retain its copy.</p>
	<p>23.8 All Bids' prices, technical specifications, and implementation periods will be officially placed on the Contracting Authority's bill board while stating that these are to be analysed and verified further.</p>
	<p>23.9 The Bids will be referred by an official report to the Bids Evaluation Committee according to the agreement of The Contracting Entity chairman.</p>
<b>24. Clarification of Bids</b>	<p>24.1 During evaluation of the bids, only the Contracting Entity (evaluation &amp; analysis committee ) may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Contracting Entity in the evaluation of the bids, in accordance with ITB Sub-Clause 27.1.</p>

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	If a Bidder does not provide clarifications of its bid by the date and time set in the Contracting Entity's request for clarification, its bid may be rejected.
<b>25. Confidentiality</b>	25.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
	25.2 Any effort by the bidder to influence the Contracting Entity (evaluation & analysis committee) in the Contracting Entity's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
	25.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Contracting Entity on any matter related to its bid, it should do so in writing.
<b>26. Examination of Bids and Determination of Responsiveness</b>	26.1 The Contracting Entity (evaluation & analysis committee) will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
	26.2 The Contracting Entity (evaluation & analysis committee) may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
	26.3 Prior to the detailed evaluation, pursuant to ITB Clause 29, the Contracting Entity (evaluation & analysis committee) will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Contracting Entity's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

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	26.4 If a bid is not substantially responsive, it will be rejected by the Contracting Entity (evaluation & analysis committee) and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Contracting Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.
<b>27. Correction of Errors</b>	27.1 Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid security shall be forfeited.
<b>28. Conversion to Single Currency</b>	28.1 To facilitate evaluation and comparison, the Contracting Entity will convert all bid prices expressed in the various currencies in which they are payable to Iraqi Dinar at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in Iraq.
	28.2 The currency selected for converting bid prices to a common base for the purpose of evaluation to common currency in Iraqi Dinar as on the date of Bid submission.
<b>29. Evaluation and Comparison of Bids</b>	29.1 The Contracting Entity (evaluation & analysis committee) will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 26.
	29.2 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on Delivery Duty Paid (DDP) End-users' site basis / Free Delivery at End-users' Site basis. The quoted AMC (Annual Maintenance Contract) , if applicable as per Schedule of Requirements as per ITB Sub-Clause 14.3.3 for subsequent stipulated years after warranty period will also be added for comparison/ranking purpose for evaluation.

	29.3 For domestic goods or goods of foreign origin located within Iraq, the various prices as brought out in ITB Sub-Clause 14.3.1 and stipulated in Price Schedule in format in <b>Section IV(2)</b> , and for goods offered from abroad, the various prices brought out in ITB Sub-Clause 14.3.2 and stipulated in Price Schedule in format in <b>Section IV(3)</b> will be loaded for comparison/ranking purpose for evaluation. In addition, Annual Maintenance Contract (AMC) price, if applicable as per Schedule of Requirements as per ITB Sub-Clause 14.3.3 for stipulated years after Warranty period in Price Schedule in format in <b>Section IV(4)</b> will be loaded for comparison/ranking purpose for evaluation.
	29.4 The rate of quoted Annual Maintenance Contract (AMC), if applicable, as per <b>Section VI Schedule of Requirements</b> , will be loaded for comparison/ranking purpose at Net Present Value (NPV) considering discount rate as brought out in <b>Bid Data Sheet</b> .
	29.5 If more than one schedule (or lot) has been specified in Section VI Schedule of Requirements, the Bidders are required to quote as stipulated in ITB Sub-Clause 14.7. Bids shall be evaluated for each schedules (or lots) separately.
	29.6 The Contracts may be awarded Schedule wise to the lowest responsive Bidder who meets the laid down Qualification Criteria as per ITB Clause 8 subject to Margin of Preference, as per Clause- 30.
<b>30. Margin of Domestic Preference</b>	30.1 <b>As not contrary to what</b> specified in <b>Bid Data Sheet</b> . Margin of domestic preference will be depended for the domestic bidders.
<b>31. Contracting Entity's Right to Accept Any Bid and to Reject Any or All Bids</b>	31.1 The Contracting Entity reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders together with the fees of purchasing the Bidding Documents as paid by the Bidders.
<b>32. Eligibility and Qualification of bidder</b>	32.1 The Contracting Entity will determine to its satisfaction whether the Bidder that is selected as being eligible and having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-clause 8.1.

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	32.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 8.1, as well as other information the Contracting Entity deems necessary and appropriate.
	32.3 An affirmative Qualification of bidder determination will be a prerequisite for award of the contract to the eligible and lowest evaluated Bidder schedule wise. A negative determination will result in rejection of the Bidder's bid, in which event the Contracting Entity will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

## F. AWARD OF CONTRACT

<b>33. Award Criteria</b>	<p>33.1 Pursuant to ITB Clauses 29, 30 and 32, the Contracting Entity will award the Contract to the eligible Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p> <p>33.2 Before the award, the Contracting Entity has to verify from the competent authorities the validation of the substantial forms provided in the Bids including the Bid Security..</p>
<b>34. Contracting Entity's Right to Vary Quantities at Time of Award</b>	34.1 The Contracting Entity reserves the right at the time of Contract award to increase or decrease, by the percentage of 20% the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
<b>35. Notification of Award</b>	35.1 Prior to the expiration of the period of bid validity, the Contracting Entity will notify the successful Bidder in writing or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted. At the same time, the Contracting Entity shall also notify all other Bidders of the results of the bidding, and shall publish the results as per the applicable Iraqi Laws identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the Price and currency it offered, as

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	well as the duration and summary scope of the contract awarded.
	35.2 The notification of award will constitute the formation of the Contract subject to settlement of Appeal by unsuccessful bidder as per ITB Clause 36.
	35.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 38, the Contracting Entity will promptly discharge the bid securities of the unsuccessful Bidders, pursuant to ITB Clause 17.
	35.4 If, after notification of award, an unsuccessful Bidder wishes to ascertain the grounds on which its bid was not selected, which are not in pursuant to ITB Clause 36, it should address its request to the Contracting Entity. The Contracting Entity will promptly respond in writing to the unsuccessful Bidder.
<b>36. Complaints and Appeals</b>	Validation general government implementation contracts procedures represent the dependable criteria in viewing the complaints bidders.
<b>37. Signing of Contract</b>	37.1 Promptly after the Contracting Entity notifies the successful Bidder that its bid has been accepted and after lapse of the standstill period and settlement of Appeals as per ITB Clause 36 (as the case may be), the Contracting Entity will send the Bidder the Contract Form provided in <b>Section IX</b> of the Bidding Documents, incorporating all agreements between the parties and as indicated in <b>Bid Data Sheet</b> . The Contract has to be endorsed as indicated in <b>Bid Data Sheet</b> .
	37.2 the successful Bidder shall sign, date, and return the Contract Agreement to the Contracting Entity within the permitted period. In case of an unsuccessful Bidder's appeal as per ITB 36.2, the Contracting Entity has still the right to proceed with the Contract with the Successful Bidder upon finding that the contract is fully compliant and it is in the public interest not to delay the commencement of the Contract and where the cancellation of the Contract will impose great damages on the public interest. Nevertheless, the Contracting Entity has to notify the relevant Administrative Court of such a decision with all above justifications. The Contracting Entity has the authority to implement the Contract after providing to the approval of the relevant Administrative Court a signed commitment for compensating the future damages resulting from implementing the Contract in case the ruling of the relevant Administrative Court was unfavourable to its decision.

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<b>38. Performance Security</b>	38.1 Within fourteen (14) days of the receipt of notification of award from the Contracting Entity, or twenty nine (29) days) in case of complaints as per ITB 36.1, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, using the Performance Security Form provided under Contract Forms in <b>Section IX</b> of. If rules and regulation of Republic of Iraq grants exemption to Public Companies of the state and public sectors, they are accordingly exempted of submitting Performance Security.
	38.2 Upon the failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract within the period specified under ITB 37.2, the Contracting Entity will send an official notice for the successful Bidder to sign the Contract within fifteen (15) days from receiving this notice, after which the Contracting Entity has sufficient grounds to proceed with the annulment of the award and forfeiture of the bid security of the here above declined Bidder. In that event the Contracting Entity may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Contracting Entity to be qualified to perform the Contract satisfactorily. In that case the declined Bidder will be responsible for paying the difference in the bids prices in addition to forfeiture of the bid security. These actions will be taken against the declined bidders provided they decline during their Bid validity.

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## **SECTION II. BID DATA SHEET**



## Bid Data Sheet (BDS)

The following specific data for the Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB

### A. GENERAL

ITB 1.1	<p><b>Name of Contracting Entity:</b> The Ministry of Health / Environment / The State Company For Marketing Drug Medical Appliances (kimadia)</p> <p><b>Name of Purchasing Agent authorized by Contracting Entity:</b> none</p> <p><b>Type of goods in IFB :</b> Medical Appliances as state in tender List</p> <p><b>Tender:</b> buying a medical appliances</p> <p><b>Tender Number:</b> 91/2019/5 as listed in recent Iraqi Federal Budget</p> <p><b>IFB Number:</b> [ ]</p> <p><b>The number and identification of schedules (lots) comprising this IFB is detailed in Schedule of Requirements are:</b> table no. (1,2,4).</p> <p>the year of the Federal Budget as endorsed by competent authorities is (2017) specialize to buying the medical appliances for benefit The Ministry of Health / Environment / The State Company For Marketing Drug Medical Appliances (kimadia)</p> <p><b>The source of funding for this contract is:</b> Finance Ministry</p>
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## B. The Bidding Documents

ITB 4.1	<p><b>Contracting Entity's address:</b> Baghdad/bab-Almadhm /Ministry of Health / Environment / The State Company For Marketing Drug Medical Appliances (kimadia )/Drug Media Department &amp; the Public Relations- 5th floor , E-mail (dg@kimadia.iq ) Mobil:707705419074</p> <p>Requests for Clarification are to be hand delivered or sent by surface mail accepted by E-mail.</p> <p>Adoption the bidder address which install in the tender &amp; address for correspondence &amp; communications, the bidder should notice the contracting party with any change to this address within seven days of receiving.</p> <p>-additional to IOB :</p> <p>- Specifying the date of conference specialized to answer all the participants in the bid inquiries will be on <b>Wednesday (27/3/2019)</b>.</p>
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## C. Preparation of Bids

ITB 6.3	<p>List of disqualified bidders(un qualified legally) is available on the following website address <a href="http://WWW.mop.gov.iq">HTTP://WWW.mop.gov.iq</a></p> <p>Additional to ITB to be add the following point:</p> <p>-or lag or breach their previously contractual obligation with the same contracting Entityor with another contracting entity as per a legal documents .</p> <p>-Companies will be black listed for the following cases:</p>
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	<p><b>a-</b>Dealing with foreign boycotted companies.</p> <p><b>b-</b>When a bribery action is proved to one of the official employees.</p> <p><b>c-</b>When prove there is forgery in the offer or any other tender documents.</p> <p><b>d-</b>When false details concerning the relegation are submitted leaded to damages in the public benefit.</p> <p><b>e-</b>When there is a breach in the contracting invitation conditions or technical specification leaded to damages in the public benefit.</p> <p><b>f-</b>When the seller not adhering with the professional rules &amp; conditions by following the illegal competitive ways.</p> <p><b>g-</b>When the seller not signing the contract after notified him with the relegation letter.</p> <p><b>h-</b>The work will be taking back when proved delay in executed the tender or breached his contractual obligations.</p>
<b>7.2</b>	The legalization of certification will be per the instructions of implementation the contracts (No.2) year 2014 against the imported article from Arabic country.
ITB 7.3 (c)	<p><b>Documentation requirements for eligibility of Goods. In addition to the documents stated in Sub-Clauses 7.2 and 7.3 (a) and (b), the following documents should be included with the Bid:</b></p> <p><b>1-</b>present the certification of origin against the import items for contracting Entity that issued from the manufactory country or producer country or the country who will be the last accumulation or shipping country (exportation country) with reference to origin of import items which should be exact from the technique specification against the items or the</p>

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equipment that will be exported to Iraq in condition there is a origin certified obligation from the shipping & supplier company of import items include it will bear all the finances & legality responsibility that considering of correct information that state in original certification of origin send by manufactory & producer side to supplier in the final ship country.

**2-(FDA and /or HPFB and /or, CE and/or, MOH)** Certificates should be enclosed with the submitted offer for each item as well as the certified certificate of origin which should be confirmed that the goods are wholly produced or manufactured in the country of origin (country of origin certificate should be certified & stamped from ministry of industry or chamber of commerce or industrial development and certified from Iraqi commercial attaché in country of origin or who its representative)

**3-** To submit a certificate of company establishment for the manufacturer and supplier companies with the offer should be original , legalized and new.

**4-** Presenting the final settlements which related to Manufacturer Company for the last five years final accounts which show a profit during the last five years average rates and the final settlements should be presented in English & Arabic language only. & the indicator of final fundamentalism accounts for recent five years is apposite.

**5-** The participant companies should submit their contracts prices with the other countries and neighbor countries to Iraq ,these attachment prices should be confirmed , signed and stamped by the company that submit the offer.

**6-** The supplier companies have to send samples for

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	<p>evaluation &amp; testing purpose and send samples for full items per each set otherwise the offer will be neglected Companies that participate in this bid which submitted samples and not get the relegation have to draw their samples within one month from the date of relegation otherwise our company (Kimadia) has the right to deal with these samples</p> <p>7-The seller have to supply us with certificate confirm that the raw material for plastic items should be free from any PVC (poly vinyl chloride).</p>
ITB 7.4	<b>"not" require.</b>
ITB 11.1	<p><b>The language of the bid is:</b> Arabic &amp;English.</p> <p>In case of more than two permitted languages to Bid, the Bidders are permitted, at their choice, to submit their bids in one of the two languages above indicated. Bidders shall not submit bids in more than one language"}].</p>
ITB 12.1	<p>In addition to the documents stated in Paragraphs 12.1 (a) through (f) the commercial terms (name of manufacturer(produced company) ,origin of goods , delivery time, method of delivery, packing details, entry port ,shipping port, shipping way )&amp;all the following documents:</p> <p><b>1-</b>The bidder which previously has been participating in the tender submit the prior purchase receipt together with tender documents which re announced, in case there is amendment in the prices of the tender documents the bidder will bear the difference in the price between two prices in case of increasing the price and attach with his offer the first receipt and the second. .</p> <p><b>2-</b> contracting the beneficiary from documentary credit should be the same side which contracted</p>

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with it and the banking details with name of that company exclusively contains (bank name, no. of account, the name of owner of account (the company which contracted with it ) (swift code and sort code and Iban..... etc) and not accept the account with person name. Any change of beneficiary name and address, corresponding, advising bank name's and address, account no. and any other bank information from the bidder side after awarding in contrast with offered tender will impose the bidder to penalty.

**3-**Attached in closing the same works if its exist indicated from contracting parties

**4-**Submit to GRD the original certifies establishment certification for both manufacturer and supplier companies which translate to English.

The final calculation for the companies for the latest five years that certified from the commercial file

The final calculation should be presented only in English or Arabic language.

official certified letter from the manufacturing company stating the names , official position and signature forms for the person how will sign the contract.

**5-**The product company (Mother Company) has to obligate that all the raw material that used in manufacturing the appliances & equipment in branch country, it's by their guarantee & dependable on Producer Company & the producer company will bear the responsibility of this commitment & that will stated in contract.

**6-** In case that the goods produced in sections and cannot produced in manufacturing company (the company undertakes to do so) otherwise that we

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recommend that the product is to be an exclusive supplier of the country of origin (the manufacturing company) and less expensive if a resource from one of the branches.

**7-**The company should mention in the tender presentation the name and location of the company which from we equipped.

**8-**The participant should submit their contracts prices with the other countries and neighbor countries to Iraq ,these attachment prices should be confirmed , signed and stamped by the company that submit the offer.

**9-** Catalogues, complete detailed specifications for the items and all information should be sent with the offer.

**10-**The official required documents which stated below should be certified by ministry of foreign affairs in the country of origin & the Iraqi diplomatic representative at these countries:

**A-** Your factories have to obliged with the technical international requirements (ISO) or others which dependable from MOH. For the manufacturer company

**B-** Your products have to obliged with the technical international requirements which dependable from MOH. For the manufacturer company

**C-** Your technical & financial qualification.

**D-** Your yearly capacity obligations included your companies' contracts with any advanced country for supplying the similar products.

**E-** The required work plan

**11-** The supplier can request the confirmation of the

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	<p>L/C on his account on condition that it should be stated in the offer.</p> <p>12-The seller should state the following information in his address when presenting his offer (district name, the street, building no. phone no. , fax no. , email)</p>
14	<p><b>14.1</b></p> <p><b>Training:</b></p> <p>Seller is responsible to submit training course for the medical, technical and Kimadia staff, inside and outside Iraq, F.O.C. and the training period must be enough and given in said training course on our request.</p> <p>The seller should specify the training value in the presented offer and its from the total contract.</p> <p>The second party has to execute the training clause within 180 days from date of notification for the ministerial order concerning the execution of the training clause otherwise a delay penalty will be imposed per each delayed day from the amount specified for the training &amp; not exceed than 10% from training value(training value / training period X 10% = delay penalty for the day &amp; when the delay penalty reaches to the maximum as above mentioned , the first party has the right to take all legal procedures against the second party &amp; the second party will bear all the legal actions.</p> <p><b>14.3.2-</b> the price to be quoted on CIP Baghdad to KIMADIA warehouse basis in U.S. Dollar,</p> <p><b>14.6-</b>As well as monition in ITB we will do:</p> <p>-Neglecting the offer based on reduction a percentage or fixed sum in any of the other presented offers in the tender and not accept any reservation and any reduction against the price</p>

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	presented after the closing date of tender we confirm on the condition for not made any change after the notification of awarding and any letter regarding decrease the prices of offered items after the closing date of the tender or direct invitation without request from KIMADIA will be neglected
ITB 15.1	<b>b) Foreign currencies:</b> The prices should be submitted in U.S. Dollar by ink or by printing form (figures and letters) clearly without rubbing or scratching
ITB 16.1	<p>The bid validity period shall be (365) days after the deadline for bid submission, Accordingly, each bid shall expire until ( 5/ 3 /2020) &amp; it could be extent as per our request.</p> <p>Bid security must be valid twenty-eight (28) days after the end of the bid validity period. Accordingly, a bid with a bid security that expires before (1/4/2020) shall be rejected as no responsive.</p>
ITB 17.1	<p>Public companies exempt from submitting the bid bond and letter of guarantee good execution stipulated by instruction of implementation the contracts (no.2) year 2014.</p> <p><b><u>{If decided by the Contracting Authority</u></b> :The Contracting Authority has decided not to ask for Bid Securities in case they get exception from specialist sides.</p> <p>The amount of the bid security shall be [insert fixed amount equivalent to 1% of the Bid price or 1% of the Tender budget] Iraqi Dinar or its equivalent in a convertible currency from the list of currencies from which the Central Bank of Iraq quotes the rate of exchange to the Iraqi Dinar.</p> <p>As well as monition in 17.1 will be (c)or svtjh</p>

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	<p>It should be consider as follow:</p> <p><b>1-</b>Bid bond should submit by the bidder or any of the share holders of the company or companies participate under contract for the benefit of contracting party and include a reference to the name and number of tender.</p> <p><b>2-</b> the bond should issued from company which contracted with it or with its legal authorized for issuing the bound under formal and certified authorization</p> <p><b>3-</b> The submitting of bond should attached with Litter of legalized issuing (private &amp; secret) send to kimadia by the bank who issued the bond.</p> <p><b>4-</b>the bond must issued by two languages (Arabic&amp; English).</p> <p>As well as monition in 17.7 should be consider the following phrase:</p> <p>(Or reject the correction on his arithmetical error in tender &amp; its reversal on awarded decision &amp;a legal action will be taken against your firm as state in instruction of execution a government contract) .</p>
ITB 17.8	<p>If the Bidder defaults under the actions prescribed in subparagraphs (i) or (ii) of this provision, the Contracting Entity will declare the Bidder in violation &amp; without injustice be any another arrangement and will inform the Ministry of Planning and Economic Development to take the required actions against the violating Bidder (including Suspension his participant or Black Listing) as per the applicable Iraqi laws.</p> <p>As well as monition in ITB we will do:</p> <ul style="list-style-type: none"> <li>- If the participants in the tender reject executing the contract after notification with awarding, the following procedures will be taken against bidder:-</li> </ul>

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	<p><b>a-</b> the bid bond will be confiscate for the participate upon his obstinate.</p> <p><b>a-</b> The contract will be transferred to the second participant if such attitude will achieve the common weal</p> <p><b>b-</b> - The bidder will bear the price differences between the awarding if available.</p> <p><b>c-</b> Executing the contract on his account without needing to warn him or take any other legal procedure.</p> <p><b>e</b> -In case of breach the two candidate first &amp; second the contracting side has the right to refer the tender on third bidder &amp; each of two breach the difference of price according to the difference amounts for their nomination &amp; confiscated the bid bond for two.</p> <p><b>F</b>-In case of breach the third candidate the bid bond will confiscate &amp; re-announcing ear the three breach bidder the difference of price each on according to its price with confiscated the bid bond of three breach bidders.</p> <p><b>g</b> - Applied to three bidders the procedure which stipulated above when breached during the period of close date for tender.</p>
ITB 18.1	<p>Required number of copies of the bid as well as to original tender :( ) copies.</p> <p>It will amendment 18.1 from ITB to be:</p> <p>-Offer, should be submitted in two alive original signed copies stated on it( original copies) one of it priced and the other one un priced and should be stamped by your firm each one included the web site and electronic address E-mail , full address for the supplying company , name of the legal authorized to sign and submitting three exactly copies of the offer noted by(identical original copy) with disk or C.D containing the required offer information, When substantial discrepancies incurred between the paper</p>

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	<p>offer and the disk our company (Kimadia) has the right to neglect the offer and to rely on the paper offer if there is a simple discrepancies.</p> <ul style="list-style-type: none"> <li>- The prices should be submitted in USA Dollar &amp; stated in numbers &amp; writing for each item clearly without wipe &amp; deletion &amp; in case of a difference between the numbers &amp; writing, the price in writing will be reliable &amp; the price of each unit is the dependable price for the unit (piece or set) &amp; if there is an item or items without price in front of it , this item's price will be considered as stated in front of it in the quantities schedule containing the prices of the other items per the submitted offer &amp; this prices should be final &amp; un negotiated &amp; the priced offer should be signed &amp; stamped from the company that submitted the offer or the scientific bureau who authorized to sign &amp; stamp frankly &amp; the signature should be alive &amp; the signature of the person who submitted the offer should be on each page of the priced quantities schedule also on the attached annexes with the tenders if available as well as the from of the person who submitted the tender.</li> </ul>
ITB 18.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a Power of Attorney issued by the Bidder dated no more than 3 month or Company Registration Form (Certificate of establishment showing the authorized signatory).</p> <ul style="list-style-type: none"> <li>- Offers should be submitted directly by the manufacturing company through either the following:</li> <li>- Director General or his representative.</li> <li>- Assistant of Director General or his representative.</li> <li>- Sales manager (marketing)</li> </ul>

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- Commercial manager.
- Legalized scientific bureau
- We can accept the authorization of any representative of the company not stated above provided that his authorization should fulfill the legal form and the required legalization.

**Special instruction concerning the authorization letters (A.L)**

**(I)** –The authorization letter should be legalized officially by:-

**A**-The chamber of commerce in the country of origin

**B**-Ministry of foreign affairs in the country of origin or notary public.

**C** -Iraqi embassy in the country of origin or its representative there.

**D**- Iraqi ministry of foreign affairs in Baghdad should seal and legalize upon agreement & signature of the Iraqi embassy in the country of origin .

**E**-In any way, if the Iraqi embassy can not seal all these documents above mention either there is no Iraqi embassy or knowing no exact information about a person's identity who is representative in the company so that embassy of the country of origin in Iraq should legalize and seal upon that official authorization letters in order to be legal and acceptable

**F**- If there is no ((diplomatic representation)) between Iraq and country of origin , so the legalizations should be made in a third country from the embassy of the country of origin and the Iraqi embassy in the third country and these

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	<p>improved by ministry of foreign affairs on signing and sealing of Iraqi embassy .</p> <p><b>(II)</b>-The company should mention in the authorization letter whether it's a manufacturer or supplier ((marketing company)</p> <p><b>(A)</b> In case of being supplier, you should explain the following:-</p> <ul style="list-style-type: none"> <li>-names &amp; specialties of the manufacturing companies.</li> <li>-you should have a legalized authorization letter from the manufacturing companies as mentioned above icon no. (I).</li> <li>-your manufacturing company should mention that you are a sole and exclusive (supplier) for all its products in Iraq.</li> </ul> <p><b>(B)</b> In case of being a manufacturer, you should explain the following:-</p> <ul style="list-style-type: none"> <li>- Mention &amp; verify your specialties (having special knowledge a particular system)</li> <li>- should mention a sole &amp; exclusive representative to deal with for all your products ,also should indicate names of your factories and branches by submitted an original establish certification &amp; certified that proved the company factories &amp; its branches.</li> </ul> <p><b>(C)</b> -the A.L should be legalized as mentioned in icon no (I).</p> <p><b>(D)</b> – submitting the manufacturing companies catalogue with (CD) laser including company's products to directorate general of medical information (DGMI) with certifying E-mail of manufacturing companies upon these authentic authorization and we will neglect any</p>
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authorization which is not affix its E-mail.

**(III)** –The company should specify the name of Iraqi scientific bureau & the name of pharmacist who is licensed from Iraqi syndicate of pharmacists follow up and validity of the completion of technical data upon request by the committee of study and analysis in case of submitting the tenders through scientific bureau, or to forward an authorization for signing the contract as an agent also on the list of the submitted tender and its documents, The scientific bureau should be the exclusive representative to all company products or dealing directly with the company through formal authorize as shown in article no.(6)

**(IV)** –The authorization letter must be entitled to kimadia, the state company for marketing drugs and medical appliances, directorate general of medical information ((DGMI) fifth floor – relation section and before the closing date.

**(V)**- The name of scientific bureau scientific bureau will added in contract.

**(VI)**-The authorization issued by the manufacturer to marketing company, (in case of the contract with marketing company) should clarify the competence of marketing company concerning the following:

**A**-The signing of contract & execution all its obligations, should be by the marketing company exclusively

**B**-The negotiation about technical affairs and prices.

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	<p><b>C-</b>To specify the beneficiary applicant &amp; details from documents L/C &amp; beneficiary from bank account with the whole banking details the beneficiary who sign the contract with our firm is the same beneficiary (side)</p> <p><b>D-</b>To specify the correspondences &amp; the authorities which concerning with tenders as far as submitting it, stamp it, sign it, open it &amp; submitting the prices without satisfaction to issue free authorization which is authorize all these competence</p> <p><b>E-</b>The confirmation to continuous of execution all contracting obligation &amp; the marketing company will bear a legal responsibility for the period of execution the contract even the period of authorization is ended.</p> <p>With reference to complete the whole procedures included the register at the company &amp; its products &amp; full address &amp; the details for manufacturing &amp; marketing companies &amp; to complete the stamps &amp; legalizations as it done now.</p> <p><b>F-</b>The contracted companies should submit the legal &amp; required assurances according to the conditions of invitation within stipulated period in these instructions.</p> <p><b>(VII)-</b>Mention the names of authorized persons who signing the contracts and their administrative description and examples of their signature</p> <p><b>8-</b>Your offers should include copies of all original legalized authorization from the manufacturing companies to the marketing</p>
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	<p>companies also to present original legalized copies as in point (4) from article (6) to be handed to DGMI include all legalization above.</p> <p><b>9-</b> An original letter of authorization should be sent from the manufacturer to the supplier within the closing date stating name of their exclusive agent, otherwise the offer will be neglected</p> <p><b>10-</b> Exclusion the tenders which not state in or in the authorization documents (the legality relationship between the company in clear &amp;candid way, e.g: the mother company &amp; its branch or the new company which result from sell or merger the companies with each other....etc).</p>
18.3	<p>As well as state in ITB we add:</p> <ul style="list-style-type: none"> <li>- Any article of bid documents condition should not be deletion also make any amendment in any kind.</li> <li>-the participant have no right to reject on any condition of the tender conditions.</li> </ul>

## D. Submission of Bids

ITB 19.2 (b)	<p><b><u>For bid submission purposes</u>, the Contracting Entity's address is :</b></p> <p><b>Attention:</b></p> <p><b>Street Address:</b> Baghdad/bab-Almadhm ,Ministry of Health / Environment</p> <p><b>Floor/Room number:</b> Ministry of Health / Environment / The State Company For Marketing Drug Medical Appliances (kimadia ) /6<sup>th</sup></p>
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	<p>floor/Financial Dept./receipt &amp; opening the tender committee</p> <p>City: Baghdad</p> <p>Country: Iraq</p>
ITB 19.2 (c)	<p><b>The Tender, Tender No. and IFB No are:</b></p> <p><b>Tender: [ 91/2019/5]</b></p> <p><b>Tender No.: contract of supply the medical appliance arranged on the Iraqi Federal Budget]</b></p> <p><b>IFB No: [Orthopedic Surgery appliances ]</b></p> <p>Additional to which stat in this clause (present by international express) Offers that are sent by international express should be sent with all authorization letters and documented papers (original and legalized) in separated envelope in order to be checked and it should be reached to kimadia before the closing date, stating on the outer envelope: the name and no. of the tender, full name and address of the company inside and outside Iraq, otherwise the offer will be neglected, or the offer should be handed directly to the offers receiving committee at the state company of marketing drugs and medical appliances, ministry of health building before or within the closing date; otherwise the offer will be neglected.</p> <p>-The additional forward enclosures with the offer.</p> <p>-Number of pages for each offer</p>
ITB 20.1	<p>Deadline for bid submission is: <b>close date (Tuesday 5/3/2019</b> : [in at 1:00pm in local time of Baghdad-Iraq]. If the closing day falls on an official holiday the new closing date shall be in the first working day following the holiday</p>

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### E. Bid Opening and Evaluation

ITB 23.1	<p>The bid opening shall take place at:</p> <p><b>Street Address</b> Baghdad/bab-Almadhm ,Ministry of Health / Environment</p> <p><b>Floor/Room number:</b> Ministry of Health / Environment / The State Company For Marketing Drug Medical Appliances (kimadia ) /6<sup>th</sup> floor/Financial Dept./receipt &amp; opening the tender committee</p> <p><b>City :</b> Baghdad</p> <p><b>Country :</b> Iraq</p> <p><b>Date:</b> 5 /3 /2019</p> <p><b>Time:</b> at 9:00am</p>
27	<p>Additional to state in IOB :</p> <p>- If paragraph or paragraphs did not record the price towards them in the tender .in this case the cost of the paragraph or paragraphs &amp; with limits quantities assigned to the total price of tender.</p>
ITB 29.4	<p>Not applicable on supplying the Medical Appliances</p>
ITB 30.1	<p>-if the lowest responsive bid which meets the laid down Qualification Criteria offers foreign goods as per ITB 29, then a Domestic preference will be given to the responsive bid offered by National Private Sector Factories of the Republic of Iraq provided that the national product price does not exceed that of the foreign product by (10%)</p> <p>-the second part obligate that the priority of primary material which manufacture inside Iraq in order to supply the contract item or to execute the project by the companies of Ministry of Industry &amp; Mineral as</p>

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	per the notification of Ministry of planning NO.16135 DATE 3/8/2017.
32	<p>32.2 /Additional to that state in IOB you should be consider the following :</p> <ul style="list-style-type: none"> <li>-excluding the tender that less or over than 20% and more than the cost assessment which specified for the awarded &amp; in case arrived responding tender &amp; accepting price with ratio of deviation in quotation analysis in some of clause (un equal)at ratio not exceed 20% increase or decrease each clues separately&amp; all gathered sum ratio not exceed 10% from totally clues&amp; could be accepted the awarded otherwise will excluding the tender with consider the exception that state from the premier minister office NO. 15773 IN 10/11/2015 against accept the tender that less value than 20% from cost assessment.</li> <li>-the seller has to register his company within one month after the date of relegation and the completion period of the registration should not exceeded six months</li> </ul>
34	<p>34.1 / amendment this clause from IOB to read:</p> <ul style="list-style-type: none"> <li>- upon relegation , the Contracting Entity have right to increase or decrease the quantity of terms &amp; service that specified in schedule of Requirements , before contracting.</li> <li>- Manager of the commissioner in more than one company is not allowed to submit more than bid in one tender.</li> </ul>
ITB 37.1	The Contract to be signed with the successful Bidder shall be written in the language in which the Bid was submitted, and which will be the language that shall govern the contractual relations between the Contracting Entity and the successful Bidder. A

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	<p>Bidder shall not sign a translated version of its Contract.</p> <p>As well as to edit the original copy of contract in Arabic language .</p> <p>It should be certified the contract as per the deepened procedures in this mater in Iraq.</p>
ITB 37.2	<p>In case that ,the judgment of the specialized court was contrary to a contracting side's decision that has been continued the procedures contract, the bidder who appeal the judgment have to follow the specialized courts to compensate request if it was his appeal was for right reason. Or in case the procedures stopped by specialized court order &amp; judgment issued from the same court the contracting procedures with the objecting bidder , contracting side could be effective the opposite suit that claim to obligate the objecting bidder to compensate any damage will result in future because of contract execution.</p>

## **SECTION III. EVALUATION AND QUALIFICATION CRITERIA**

### **1. Evaluation Criteria**

The Evaluation Criteria has been specified in Instructions to Bidders(ITB) in Section I and Bid Data Sheet(BDS) in Section II.The specific data Bid Data Sheet(BDS) for the Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

## 2. Qualification Criteria

Qualification requirements for Bidders Goods are: {For Health Sector  
Goodsinsert}

The following documents must be included with the bid:

*Documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted:*

(i) *that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder: have to*

(a) *is incorporated in the country of manufacture of the Goods; / origin of country*

(b) *has been licensed by the regulatory authority in the country of manufacture to supply the Goods;*

(c) *has manufactured and marketed the specific goods covered by this Bidding Document, for at least [insert two (2) years or as per market availability], and for similar Goods for at least five (5) years;*

(d) *has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC), and has demonstrated compliance with the quality standards during the past two years prior to bid submission;*

(ii) *that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, the bidder have to:*

(a) *that the Bidder has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to supply the Goods in Iraq; and*

(iii) *The Bidder shall also submit the following additional information:*

(a) *a statement of installed manufacturing capacity;*

(b) *copies of its audited financial statements for the past three fiscal years;*

(c) *details of on-site quality control laboratory facilities and services and range of tests conducted;*

(d) *list of major supply contracts conducted within the last five years and relevant certifications endorsed by respective Clients. }*

**B)** further to mention above ,the Qualification criteria are:

**1-**the accurate technicality specification which contain specify the technical feature to the Goods & the related services that requested by contracting Entity.(it's technique feature & measure of quality Goods that requested by contracting Entity & degree of it's identity with specification which make the evaluation the tender process & have a clear indicator show the purpose of using Goods contain detailing of the work environment for Goods(warmth, wetness, storage condition, ...etc) & packing requirements ratification drug & it's degree identity with technique specification that state by the national committee to selection drug.

**2-finance capability & the ability**

**a-**the final counting for last (2)years & (5) years against the dependable company & certified by auditor & actualization the profit to his counting.

**b-**annual funds: to years from (5) to (10).

-the large contracts (exceed the contract amounts (10) milliard dinar .

-the medium contracts(that range from (5) to (10) milliard dinar.

-the small contracts that value below (5) milliard dinar.

- Rate of annual funds( large contracts) in proportion to assessment cost to contract.
- Rate of annual funds (medium contracts) range between (70%) to (100%) of assessment cost.
- Rate of annual funds ( small contracts) range between (30%) to (50%) of assessment cost.

**c-liquid pecuniary**

- Liquid pecuniary (large contracts) in proportion of assessment cost to contract.
- Liquid pecuniary (medium contracts) range between (70%) to (100%) of assessment cost.
- Liquid pecuniary ( small contracts) range between (30%) to (50%) of assessment cost.



**3-specialization experience (the same works)**

- Number of required work document of tender range between (1) to (3).
- Number of works that must required to similar works range between (5) to (10) years & it account will be as follow:  
 \*\*cost to one of the similarworks(large, medium contracts) which covered (60%-80%) of assessment cost.  
 \*\* cost to one of the similar works (small contracts) covered (30% -70% ) of contract value that required to execute

**Noting that:** requested similar works is “potential” in small works.

**4-the kind of commercial sale & the style of supplying( transport, insurance & delivery)& deliver place to items .**

**5-domestic preference.**

**6-Executed works in the similar filed &compliance &level of the implementation of the company.**

**7-certificate of trading in a country of origin.**

**8-manufacturing goods match with the requirement of the practices of good manufacturing & other certifications that mention in tender documents mechanisms of quality control.**

**9- respond to the terms & legal &specifications technical standers rehabilitation required & agree table prices &models documents standard being a lower piece & balanced with assessment cost.**

**10- duration of the contract.**

**11-company position of registration.**

## SECTION IV. BIDDING FORMS

### NOTES ON THE BIDDING FORMS

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The Bidding Forms provided in this SSBD provide standard formats for a number of the key documents that the Contracting Entity and Bidders will exchange in the process of bidding.

The Bidder will fill in his part of the form where it is designated between brackets or \_\_\_\_\_.

The Bidders must complete the Forms as indicated on the form, and submit them to the Contracting Entity **with their tender**.

**Price Schedules:** The price breakdown given in the sample Price Schedules generally follows the usual breakdown requested for procurement of Goods in order for the domestic preference procedure to be applied. It is essential that Bidders submit their prices in the manner prescribed by the Price Schedules. Failure to do so may result in loss of the preference, if applicable.

**Manufacturer's Authorization Form:** In accordance with ITB Sub-Clause 8.1 (b), Bidders must submit, as part of their bids, Manufacturer's Authorization Form(s) in the format provided in the SSBD for all items specified in the Bid Data Sheet.

**Bid Security Form:** Regarding ITB Clause 17, the Contracting Entity should include the Bid Security form provided in the SSBD in the Bidding Documents. The Contracting Entity must ensure that the submitted form substantially complies with the features of the form included here in respect to its degree of protection and clarity of conditions under which it can be made effective in accordance with the applicable Iraqi Laws.

# 1. Bid Submission Form

Date: [ ]

{ContractingEntity to insert: Tender Number: [ ]}

IFB Number: [insertnumber]}

To: {Contracting

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. [insert **numbers** ], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents for the sum of:

[ insert: <b>amount of “Iraqi Dinar” in words</b> ]		([ insert: <b>amount of “Iraqi Dinar” in figures</b> ])
<b>plus</b>	[ insert: <b>amount of “US Dollar” in words</b> ]	([ insert: <b>amount of “US Dollar” in figures</b> ])
<b>plus</b>	[ insert: <b>amount of “Euro” in words</b> ]	([ insert: <b>amount of “Euro” in figures</b> ])

(hereinafter called “the Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

2. We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the [ insert “Schedule of Requirements in Section-VI” or “as quoted in Price Schedule in Section-IV”] (the Bidder may select as appropriate clause).

3. We agree to all General Conditions of Contract in Section-VII read in conjunction with the Special Conditions of Contract in Section-VIII.

4. If our bid is accepted, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

5. We agree to abide by this bid, for the Bid Validity Period specified in Sub-Clause 16.1 of the Bid Data Sheet in Section II and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

6. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

7. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

8. We agree to the following Eligibility Criteria:

- (a) We have nationality from Eligible countries as per ITB Sub-Clause-6.1 of Section-I.
- (b) We do not have conflict of interest in accordance with ITB Sub-Clause-6.1 (a) of Section-I.

- (c) We are not a Government-owned Entity in Republic of Iraq./ We are a Government-owned Entity in the Republic of Iraq and meet the requirement as per Sub-Clause 6.1(b) of Section - I.
- (d) We including any of our subcontractors or manufacturers for any part of the contract, have not been declared ineligible by the Contracting Entity, under the Contracting Entity's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
- (e) We have not been Black listed or Suspended by Republic of Iraq and declared ineligible to bid during the period of time determined as per ITB Clause 6.3 of Section-I.

9. We confirm that our website address is insert website, and our mail address is: \_\_\_\_\_

\_\_\_\_\_, and that Mr. /Ms. \_\_\_\_\_  
\_\_\_\_\_ of Job Title: \_\_\_\_\_ and e-mail address: \_\_\_\_\_ will be following up all matters relevant to any Clarifications.

Dated this insert: number day of insert: month, insert: year.

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**In the capacity of** insert: title or position

Duly authorized to sign this bid for and on behalf of insert: name of Bidder

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**Tender / Number: 91/ 2019/5 Orthopedic Surgery Appliances**

**Contracting Entity:** Ministry of Health/Environment/The State Company For Marketing  
Drugs Medical Appliances (Kimadia)



## 2.Price Schedule for Domestic Goods or Goods of Foreign Origin Located In Iraq

1			2		3	4	5					6
National code	Seller code	Item NO.	Brief Description of Goods		Quantity Offered& physical unit	Country of origin	Price per physical unit Iraq Currency					Total Price on DDP/Free Delivery at End-user, site.(Iraqi Dinar)
			Product	Unit pack size			Ex-factory/Ex-warehouse/Ex-showroom/ Off-the shelf including Packing & Forwarding charges	Sales & other taxes & duties payable if contract is awarded	Inland Transportation, Insurance Loading/ unloading & Incidental costs till End-users, site	Incidental services as defined in schedule of Requirement	Price on DDP/Free delivery at End-users, site	
(a)	(b)	( c )	(a)	(b)			(a)	(b)	(c)	(d)	(e) =(a)+(b)+(c)+(d)	3x5(e)
insert	insert	insert	insert	insert								
	insert	insert	insert	insert								
insert	insert	insert	insert	insert								

Grand Total of Bid price in Iraqi Dinar: \_\_\_\_\_ (In figures)  
 \_\_\_\_\_ (In words)

Delivery Period: \_\_\_\_\_ [Bidder may insert quoted delivery period] as per INCOTERMS® current edition \_\_\_\_\_ [Insert Incoterms].

Signature of Bidder \_\_\_\_\_  
 Name &

Designation \_\_\_\_\_

Date: \_\_\_\_\_

Note: -

Seal of the Bidder \_\_\_\_\_

### 3. Price Schedule for Goods to be imported from Abroad

1			2		3	4	5				6
National code  (a)	Seller code  (b)	Item NO.  (c )	Brief Description of Goods		Quantity Offered& physical unit	Country of origin	Price per physical unit (Bidder may permissible Currency)				Total Price on DDP/Free Delivery at End-user, site.(Iraqi Dinar)  3x5(d)
			Product  (a)	Unit pack size  (b)			CIP price(Bidder may insert place of destination) (a)	DDP at End-user, site (b)	Incidental services as defined in schedule of Requirement (c )	DDP at End-user, site & Incidental Series (d) = {(b)+( c)}	
insert	insert	insert	Insert	insert							
insert	insert	insert	Insert	insert							
insert	insert	insert	Insert	insert							

Grand Total of Bid price: *[Bidders may insert permissible Currency]* \_\_\_\_\_ (In figures)

\_\_\_\_\_ (In words)

Delivery Period: \_\_\_\_\_ *[Bidder may insert quoted delivery period]* as per INCOTERMS® current edition \_\_\_\_\_ *[Insert Incoterms]*.

Agent Name & Address: \_\_\_\_\_ *[Bidder may insert, if applicable]*

Agency Commission: \_\_\_\_\_ *[Bidder may insert, if applicable]*

Signature of

Bidder \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Designation \_\_\_\_\_

Business address \_\_\_\_\_

Seal of the Bidder \_\_\_\_\_

**Tender / Number: 91/ 2019/5 Orthopedic Surgery Appliances**

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### 4-Price Schedule for Annual Maintenance Contract (AMC) after Warranty Period## (Applicable for Medical Equipment)

1		2	3	4				5	6.	7.	8.
Schedule No.	Item No.	Brief Description of Goods	Quantity Offered	AMC Cost for year wise after completion of 'n' year Warranty period. ##				Total AMC Cost for 'n' Years = [4 (a)+ 4 (b)+.....4n]	Taxes	Total AMC for [ Insert number of years##] with Taxes [5+6]	Grand Total AMC for [ Insert number of years##] Years with Taxes [3x7]
				1 <sup>st</sup> Year	2 <sup>nd</sup> Year	.....	n <sup>th</sup> Year				
				(a)	(b)		(n)				
(a)	(b)										
[Insert]	[Insert] 1	[Insert]									
	[Insert] 1	[Insert]									
[Insert]	[Insert] 1	[Insert]									

Grand Total of Bid price: *[Bidders may insert permissible Currency]* \_\_\_\_\_ (In figures)  
 \_\_\_\_\_ (In words)

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Name & Designation \_\_\_\_\_

Business address \_\_\_\_\_

Seal of the Bidder \_\_\_\_\_

**Tender / Number: 91/ 2019/5 Orthopedic Surgery Appliances**

**Contracting Entity:** Ministry of Health/Environment/The State Company For Marketing  
 Drugs Medical Appliances (Kimadia)



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## 5. Bid Security Form (Bank Guarantee)(un condition)

[The Bank shall fill in this Bank Guarantee Form **or any dependable other from by central Iraqi Bank** in accordance with the instructions indicated.]

[insert **Bank's Name**, and **Address** of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [insert **Name and Address of Contracting Entity**]

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that [insert **name of the Bidder**] (hereinafter called "the Bidder") has submitted to you its bid dated "insert date" (hereinafter called "the Bid") for the execution of [insert **name of tender/project**] under Invitation for Bids No. [insert **IFB number**] ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [insert **name of Bank**] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert **amount in figures**] ([insert **amount in words**]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Contracting Entity during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.
- (c) has complained or appealed as per ITB clause 36 and it is decided by the competent authorities for this Bidder to compensate all damages resulting from delaying the contract signature for false or unjustified reasons.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder and the bidder has not complaint or appeals to the Contracting Entity; or (ii) twenty-eight days after the expiration of the Bidder's Bid and the bidder has not complaint or appeals to the Contracting Entity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

## 6. Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the IOB.]*

Date: *[insert: **date** (as day, month and year) of Bid Submission]*  
IFB No.: *[insert: **number of bidding process**]*

To: *[insert: complete name of Contracting Entity]*

WHEREAS

We *[insert: **complete name of Manufacturer**]*, who are official manufacturers of *[insert: **type of goods manufactured**]*, having factories at *[insert: **full address of Manufacturer's factories**]*, do hereby authorize *[insert: **complete name of Bidder**]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert: **name and or brief description of the Goods**]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 15 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert: **signature(s) of authorized representative(s) of the Manufacturer**]*

Name: *[insert: **complete name(s) of authorized representative(s) of the Manufacturer**]*

Title: *[insert: **title**]*

Duly authorized to sign this Authorization on behalf of: *[insert: **complete name of Bidder**]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert: **date of signing**]*

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**Tender / Number: 91/ 2019/5 Orthopedic Surgery Appliances**

**Contracting Entity:** Ministry of Health/Environment/The State Company For Marketing  
Drugs Medical Appliances (Kimadia)

## 7. Sample Form for Performance Statement

Contract placed by	Order No and date	Order placed on	Description of Goods	Quantity	Date if completion of Contract		Reasons of delay, if any	Are the goods supplied satisfactory?
					As per Contract	Actual		
1	2	3	4	5	6	7	8	9

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**Tender / Number: 91/ 2019/5 Orthopedic Surgery Appliances**

**Contracting Entity:** Ministry of Health/Environment/The State Company For Marketing  
Drugs Medical Appliances (Kimadia)

# **PART 2**

# **PROCUREMENT REQUIREMEN**

## **SECTION VI SCHEDULE OF REQUIREMENTS**

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### **NOTES ON THE SCHEDULE OF REQUIREMENTS**

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The Schedule of Requirements provides a concise description of each product and the quantity required, along with any technical specifications unique to that item.

## SCHEDULE OF REQUIREMENTS

### Schedule: I List of Goods, Delivery Schedule and Terms of Delivery:

1		2					3	4	5	6
Schedule No.	Item No.	Brief Description of Goods <i>[Insert for Pharmaceuticals, Product, Strength, Dosage form, Pharmacopoeia Standard and Unit pack size. For Medical Equipment only Brief Description of goods may be mentioned]</i>					Quantity and physical unit	Bid security amount in Iraqi Dinar  <i>[Note Insert Bid Security amount Schedule wise as one percent of Estimated Value]</i>	Final Destination  <i>[Note Insert End-users' address]</i>	Required Delivery period as per ____  <i>[insert Incoterms® current edition]</i>
(a)	(b)	Product  (a)	Strength  (b)	Dosages form  (c)	Pharmacopoeia Standard  (d)	Unit pack size  (e)				
<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>
	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>
<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>	<i>[Insert]</i>

**Terms of Delivery:** The Bidders are required to quote prices as per the terms of delivery stipulated in Price Schedule in Section -IV

## ScheduleII: Scope of Incidental Services:

[Insert: “Nil” for Health Sector Goods

OR “Required Installation, Demonstration and onsite Training” for Medical Equipment]

.]

## ScheduleIV. Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Contracting Entity

### Technical Specifications

Old National Code	New National Code	Item	Unit	Qty.	Estimated price (USD)	Origin
		PLASTIC & Reconstructive				
MO9-CDh-008	PLA-DS00-003	Polyurethane pressure relief pads	PCS	377	5.75	USA, Europe, Japan
MO9-CDh-010	PLA-DS00-005	polyurethane foam dressing with carbon	PCS	1371	3.75	USA, Europe, Japan
MO9-CDh-013	PLA-DS00-007	Hydrocellular dressing	PCS	827	2	USA, Europe, Japan
MO9-CDh-015	PLA-DS00-009	Cellulose wadding roll of 500gm	Roll	516	41 \$ for 12*175	USA, Europe, Japan
MO9-CDh-016	PLA-DS00-010	Carbon sheet	Roll	1617	4\$ for 25 sheets	USA, Europe, Japan



MO9-CDh-017	PLA-DS00-011	Semi porour polyester dressing	Roll	1673	4	USA, Europe, Japan
MO9-CDh-018	PLA-DS00-012	Prosthetic foam dressing	Roll	606	6	USA, Europe, Japan
MO9-CDh-026	PLA-DS00-013	pressure Garments	PCS	1139	15\$ FOR PAIR	USA, Europe, Japan
MO9-CDf-023	PLA-DS00-031	High compression bandage	Roll	1207	5.5	USA, Europe, Japan

**Note;**

Estimated prices as following ;

- 1.For neighboring Arabic countries ,Turkish ,Malaysian origin &(Iran, Pakistan ); minus 40% from above mentioned estimated price.
- 2.For Asian origin (China ,India ,Taiwan, Thailand, Philipin, Indonesia, Vietnam, Afganstan ); minus 50% from above mentioned estimated price.
- 3.For South Korea origin ; minus 30% from estimated price.

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**Tender / Number: 91/ 2019/5 Orthopedic Surgery Appliances**

**Contracting Entity:** Ministry of Health/Environment/The State Company For Marketing  
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# **PART 3**

## **CONDITIONS OF CONTRACT AND CONTRACT FORM**

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**Tender / Number: 91/ 2019/5 Orthopedic Surgery Appliances**

**Contracting Entity:** Ministry of Health/Environment/The State Company For Marketing  
Drugs Medical Appliances (Kimadia)

## **SECTION VII. GENERAL CONDITIONS OF CONTRACT**

### **NOTES ON THE GENERAL CONDITIONS OF CONTRACT**

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The General Conditions of Contract (GCC) in Section VII, read in conjunction with the Special Conditions of Contract (SCC) in Section VIII and other documents listed in the Contract Agreement, should be a complete document expressing all the rights and obligations of the parties.

GCC must remain unaltered. Contract-specific information, deletions, extensions, and modifications to the GCC shall be introduced only by the Contracting Entity through the SCC.

## **TABLE OF CLAUSES**

1.	Definitions .....
2.	Application .....
3.	Country of Origin.....
4.	Standards .....
5.	Use of Contract Documents and Information; Inspection and Audit.....
6.	Certification of Goods in Accordance with Laws of Republic of Iraq .....
7.	Patent Rights .....
8.	Performance Security .....
9.	Inspections and Tests .....
10.	Packing .....
11.	Delivery and Documents.....
12.	Insurance .....
13.	Transportation.....
14.	Incidental Services & AMC .....
15.	Warranty .....
16.	Payment.....
17.	Prices.....
18.	Change Orders .....
19.	Contract Amendments .....
20.	Assignment .....
21.	Delays in the Supplier's Performance .....
22.	Liquidated Damages .....
23.	Termination for Default .....
24.	Force Majeure.....
25.	Termination for Insolvency .....
26.	Termination for Convenience .....
27.	Settlement of Disputes.....
28.	Limitation of Liability.....
29.	Governing Language .....
30.	Applicable Law .....
31.	Notices.....
32.	Taxes and Duties .....
33.	Withholding and lien in respect of sums claimed .....

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**Tender / Number: 91/ 2019/5 Orthopedic Surgery Appliances**

**Contracting Entity:** Ministry of Health/Environment/The State Company For Marketing  
Drugs Medical Appliances (Kimadia)

## General Conditions of Contract

<b>1. Definitions</b>	1.1 In this Contract, the following terms shall be interpreted as indicated:
	(a) "The Contract" means the agreement entered into between the Contracting Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
	(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
	(c) "Day" means calendar day.
	(d) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Sub-Clause 6.2.
	(e) "End User" means the organization(s) where the goods will be used, as named in the Schedule of Requirements.
	(f) "GCC" means the General Conditions of Contract contained in this section.
	(g) "The Goods" means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, condoms and medical equipment that the Supplier is required to supply to the Contracting Entity under the Contract.
	(h) "The Purchaser" means the organization or the Contracting Entity purchasing the Goods, as <b>named in the SCC.</b>
	(i) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the Iraq in accordance with the Applicable Law.
	(j) "SCC" means the Special Conditions of Contract.
	(k) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, demonstration and onsite training at End-users' site, and other such obligations of the Supplier covered under the Contract.
	(l) "The Site," where applicable, means the place or places of End-users' site as per Schedule of Requirements
	(m) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as <b>named in the SCC.</b>

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**Tender / Number: 91/ 2019/5 Orthopedic Surgery Appliances**

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	<p>(n) Fraud and Corruption :</p> <p>The Purchaser defines Fraud and Corruption as per the relevant applicable Iraqi laws. For the purposes of this Sub-Clause, the Purchaser will be guided further by the definition of the terms as set forth here below:</p> <ul style="list-style-type: none"> <li>(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</li> <li>(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li> <li>(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</li> <li>(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</li> <li>(v) “obstructive practice” is <ul style="list-style-type: none"> <li>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Purchaser’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice in accordance with the applicable Iraqi laws; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or</li> <li>(bb) acts intended to materially impede the exercise of the Purchaser’s inspection and audit rights as per the applicable Iraqi laws and as per Sub-Clause 5.4.</li> </ul> </li> </ul>
<b>2. Application</b>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<b>3. Country of Origin</b>	<p>3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the</p>

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	Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.2 The origin of Goods and Services is distinct from the nationality of the Supplier.
<b>4. Standards</b>	4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
<b>5. Use of Contract Documents and Information; Inspection and Audit</b>	5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.
	5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
	5.4 In accordance with the applicable Iraqi laws, the Supplier shall permit the Purchaser through the competent authorities to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors. The Supplier's attention is drawn to Clause 23, which provides, inter alia, that acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under this Sub-Clause constitute a prohibited practice subject to contract termination as well as to a determination of ineligibility pursuant to the Iraqi's prevailing sanctions procedures in Iraq.
<b>6. Certification of Goods in</b>	6.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the Iraq. The Purchaser

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<b>Accordance with Laws of Republic of Iraq</b>	undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the Iraq.
	6.2 Unless otherwise <b>specified in the SCC</b> , the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the competent authority in Iraq that the Goods have been registered for use in Iraq.
<b>7. Industrial ownership or Patent Right</b>	7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Iraq.
<b>8. Performance Security</b>	8.1 Within 14 days, or twenty-nine (29) days in case of Complaints and Appeals raised by unsuccessful Bidders, of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security of 5% of Contract Price. If rules and regulations of Republic of Iraq grant exemption to Public Companies of State and Public Sector, they are accordingly exempted of submitting Performance Security.
	8.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	8.3 The performance security shall be denominated in the currency or currencies of the Contractor in a freely convertible currency acceptable to the Purchaser and chosen from the list of currencies from which the Central Bank of Iraq quotes the rate of exchange to the Iraqi <b>Dinar</b> . The Security shall be an unconditional guarantee payable upon first demand and in one of the following forms:
	(a) A bank guarantee issued by accredited bank in Iraq in accordance with the instructions of Central Bank of Iraq in the format provided in the Bidding Documents. In the case of a Bank Guarantee furnished from the banks located outside Iraq, it shall be endorsed and countersigned by an accredited bank in Iraq by way of back-to-back counter guarantee. Or (b) an irrevocable letter of credit or (c) Republic of Iraq bonds
	8.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations. The performance security shall be released after the final certificate regarding satisfactory completion of Supplier's performance obligations has

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	been issued and final payment settlements have been done.
<b>9. Inspections and Tests</b>	9.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. <b>The SCC</b> and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	9.2 As <b>specified in the SCC</b> .
	9.3 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
<b>10. Packing</b>	10.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	10.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, <b>specified in the SCC</b> or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.
<b>11. Delivery and Documents</b>	11.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are <b>specified in the SCC</b> .
	11.2 For purposes of the Contract, "EXW," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall be governed by the international rules for interpreting trading terms as prescribed in the current edition of INCOTERMS® published by the International Chamber of Commerce, Paris.
	11.3 Documents to be submitted by the Supplier are <b>specified in the SCC</b> .
<b>12. Insurance</b>	12.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency chosen from the list of currencies from which the Central Bank of Iraq quotes the rate of exchange to the Iraqi Dinar, against loss or damage incidental to manufacture or

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	acquisition, transportation, storage, and delivery. Where delivery of Goods is required by Purchaser on a CIF or CIP basis, the supplier shall assure the insurance of an amount equal to 110 percent of the CIF or CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including war risks and strikes.
	12.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.
<b>13. Transportation</b>	13.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	13.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser’s country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	13.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Iraq, defined as the Site, transport to such place of destination in Iraq, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
	13.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier.
<b>14. Incidental Services &amp; AMC</b>	14.1 The Supplier shall provide such incidental services, if any, as are <b>specified in the Schedule of Requirements</b> .
	14.2 The Supplier shall provide <u>Annual Maintenance Contract (AMC)</u> , if any, after warranty period for number of years as specified in the Schedule of Requirements.
<b>15. Warranty</b>	15.1 Warranty shall be as <b>specified in the SCC</b> .

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<b>16. Payment</b>	16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be <b>specified in the SCC</b> .
	16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11, and upon fulfillment of other obligations stipulated in the Contract.
	16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. In case of delay beyond 60 (sixty) days, the resolution of this delay shall be settled as <b>specified in the SCC</b> . When applicable, the advance security shall be payable upon an on demand and unconditional guarantee issued by an accredited bank in Iraq as per the official publication of the Iraqi Central Bank. If the security is issued by a Bank located outside Iraq, the issuer shall have a correspondent accredited financial institution located in Iraq to make it enforceable. In the case of a bank guarantee, the security shall be submitted using the Bid Security Form included in Section IX (Contract Forms) or in another substantially similar format with the prior approval of the Purchaser as per the applicable Iraqi laws.
	16.4 Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.
	16.5 Irrevocable non – transferable and unconfirmed Letter of Credit (LC) shall be opened by the Purchaser in accordance with the applicable Iraqi regulations. However, if the Supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributed to the Purchaser, the charges thereof shall be borne by the Supplier. However, if the LC is amended to make LC as per Contract requirements then charges thereof shall be borne by the Purchaser.
<b>17. Prices</b>	17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, prices shall be fixed and firm for the duration of Contract.
<b>18. Change Orders</b>	18.1 No changes shall be introduced to the contract unless for the circumstances (a-e) listed herebelow. In such case, the Change should be limited to minimum and would be applicable for the following reasons: a) If the change is not introduced, a major damage will result economically and technically;

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	<ul style="list-style-type: none"> <li>b) If the change is not introduced, the Goods cannot be useful upon completion;</li> <li>c) If the change will realize savings in the cost of the Project;</li> <li>d) If the change does not result in a major modification to the pre-determined scope of supply;</li> <li>e) If the change will result in earlier time for completion but not to result in inferior technical specification or scope of supply</li> </ul> <p>The Purchaser may as per the applicable Iraqi laws, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:</p>
	<ul style="list-style-type: none"> <li>(a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of shipment or packing;</li> <li>(c) the place of delivery; and/or</li> <li>(d) the Services to be provided by the Supplier.</li> </ul>
	<p>18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.</p>
<b>19. Contract Amendments</b>	<p>19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<b>20. Assignment</b>	<p>20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, unless specified otherwise <b>in the SCC</b>.</p>
<b>21. Delays in the Supplier's Performance</b>	<p>21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p>
	<p>21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as</p>

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	practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Sub-Clause 21.2 without the application of liquidated damages.
<b>22. Delay penalties (reduced according the achievement percentage)</b>	<p>22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages as per following formula:</p> <p><math>\text{Total Contract Price} \times 10\% - 25\% = \text{delay penalty per day}</math></p> <p><math>\text{Total validity contract (days)}</math></p> <p><b>OR could be deducted as following formula :</b></p> <p><math>\text{Unperformed Contract Price} \times 10\% = \text{Liquidated damages per day}</math></p> <p><math>\text{Delivery period (days)}</math></p> <p>In the above formula the unperformed Contract Price applicable will be a sum equivalent to delivered price of the delayed Goods or unperformed Services until actual delivery or performance, up to a maximum deduction of the 10% percentage of Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.</p>
<b>23. Termination for Default</b>	23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part in accordance with the Iraqi applicable laws:
	(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
	(b) if the Goods do not meet the Technical Specifications stated in the Contract <b>within 30 days from date of receiving the written notification issued by the purchaser; or</b>
	(c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions.

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	(d) if the Purchaser determines as per the applicable Iraqi laws that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in accordance with GCC Sub-Clause 1.1.n, in competing for or in executing the Contract, then the Purchaser may, after giving 15 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 23 shall apply as if such expulsion had been made under Sub-Clause 23.1.
	(e) should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice in accordance with GCC Sub-Clause 1.1.n during the purchase of the Goods, then that employee shall be removed.
	(f) if the Supplier fails to perform any other obligation(s) under the Contract.
	(g) if the supplier withdraw completely or partially from the contract to another supplier or sign un-official contract with another supplier
	23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
<b>24. Termination for Insolvency</b>	<p>-The Purchaser may at any time terminate the Contract by giving written notice within 15 days to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. Without returning to the court as following cases :</p> <p>(a) if the supplier has been insolvency , poverty, or subjected to dissolution his assets or submit a request to become under Insolvency or poverty.</p> <p>(b) if the relevant court issued a judgment to put the supplier assets under the hand of Insolvency secretary .</p> <p>© if the supplier has agreed to carryout his contractual obligations under the observation of inspection committee consist of his creditors.</p> <p>(d) if the supplier assets have been holding ( blocked) by the relevant court which lead to inability to commit with his contractual obligations.</p>

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	In this case , the contract will be under determination without any compensation to the supplier & without exceed to the purchaser rights or compensations according to the contract or what are resulted beyond.
<b>25. Force Majeure</b>	<b>25.1</b> Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	<b>25.2</b> For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	<b>25.3</b> If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
<b>26. Termination for Convenience</b>	<b>26.1</b> The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for the following cases : (a) for general benefit . (b) in case there is no way to achieve the contract for any reason agreed which are outside the will of the two parties , which lead to impossible supplying . For ,its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
	<b>26.2</b> For the remaining goods, the Purchaser may elect:

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	<p>(a) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</p>
	26.3 If the Contract is terminated for convenience of the Purchaser, the rights, duties and obligations of the parties, including all dues to the Supplier, shall be in accordance with the procedure set forth in Clause 27.
<b>27. Settlement of Disputes</b>	27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
	<p>27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.</p> <p>27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure <b>specified in the SCC</b>.</p>
	<p>27.3 Notwithstanding any reference to arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<b>28. Limitation of Liability</b>	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,</p> <p>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser</p>

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<b>29. Governing Language</b>	29.1 The language of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
<b>30. Applicable Law</b>	30.1 The Contract shall be interpreted in accordance with the Iraqi Law and guardianship of Iraqi judicial system.
<b>31. Notices</b>	31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable (the term "cable" is deemed to include electronic mail, telex, or facsimile) and confirmed in writing to the other party's address <b>specified in the SCC.</b>
	31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>32. Taxes and Duties</b>	32.1 A Supplier supplying Goods from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside Iraq.
	32.2 A Supplier supplying Goods offered from within Iraq shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
<b>33. Withholding and lien in respect of sums claimed</b>	33.1 Whenever any claim or claims for payment of a sum of money arises out of or under the Contract of Republic of Iraq against the Supplier, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Supplier and for the purpose aforesaid, the Purchase shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Supplier, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at anytime thereafter may become payable to the Supplier under the same Contract or any other Contract with the Purchaser or the Republic of Iraq, pending finalization of any such claim and that The Supplier shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Supplier.

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## SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

### Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the special Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.	
<b>GCC 1.1 (h)</b>	<b>The Purchaser is:</b> Ministry of Health / Environment / The State Company For Marketing Drug Medical Appliances (kimadia )
<b>GCC 1.1 (m)</b>	<b>The Supplier is:</b> [insert: name of Supplier].
<b>GCC 5</b>	<b>5.3</b> Additional to IOB will add the following: -supply the purchaser with official letters which related to contract execution and first party will not be responsible about the results of these correspondences. - Adoption the original copy and signed by two parties and saved at the first party as it is practice in case of difference
<b>GCC 6.2</b>	The Effective Date of the Contract is started from contract signed date.
<b>GCC 7</b>	The text on the proprietary own the designs and maps and specifications
<b>GCC 8</b>	<b>- Performance bond:</b> <b>a-</b> To be L/C form and stay valid along the period of the contract until complete his contractual

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obligations provided that submit after issuing the letter of awarding.

And before signing the contract and valid for the duration of the contract and should not be cancelled until you receive a notification from kimadia, on condition submitting commitment with the offer in this respect.

**b-**The Bank guarantee Should be issued by Iraqi governmental or private Iraqi Bank, and that reliable government banks hasn't the right to issue bank guarantee to foreign company unless submitting requital guarantee issued by foreign Bank (Back to Back) Which has classification issued by one of International classification organizations (Moody's standard and poor) and others or by each insurance not less than guarantee amount and without intermediate from T.B.I and the guarantee should be in Arabic and English language and the Arabic language is one which depend on.

**c-** performance bond should issued from company which contracted with it or with its legal authorized for issuing the bound under formal and certified authorization should be submitted to the bank and include on the term of bond or attached letter issues from the bank which issuing it .

**d-** The submitting of performance bond should attached with letter of legalized issuing (private and secret) send to kimadia by the bank who issued the bond which not conditional and for the favor of (kimadia). And Kimadia has the right to extend or confiscate the performance bond if required to do so, without objection of correspondents or suppliers and

with the first written claim.

**e** -The companies & scientific bureaus should take in consideration the following when issued the performance bond:-

**1**-The letters of guarantee should issues by name of company which signed the contract exclusively.

**2**-You should confirm the availability of contract no.at letter of guarantee.

**3**-You should mention the following article in letter of guarantee (this bond subject and explain in all matters according to the Iraqi laws.

**4**-The letter of guarantee should financially covered by the bank.

**5**-Any letter of guarantee will not be received unless attaché with formal letter issuing from the bank who issued the bond and with the signature of director manager in bank or who represents him.

**6**-The letter of guarantee should be by (Arabic & English) and the Arabic language is the one to rely upon when having any dispute.

**7**-Should be valid for one year from date of issuing.

**8**-Should be not direct or conditional.

**9**- In case of the suppliers un acceptance to make the amendments or extensions on the performance bond or will be a breach of supplier ,the amount of bond will be confiscated and deposit it at the account of our company.

**10**-letter of guarantee will be received issuing from in depending banks perannouncement issue fromthe Iraqi central bank.

**11**- letter of guarantee should be in contract currency.

	<b>12-</b> letter of guarantee that monition in clause(A) from (GCC) clause 8.3 will be depend .
<b>GCC 9.1</b>	<p>additional to what state in Sub-Clause 9.1 from GCC:</p> <p>-Receiving the goods is not admission of complying these goods with the specifications and technical conditions but it depends on the results of lab. &amp; clinical testing evaluation from the concerned parties</p> <p>-The effective L/C will be from date of notification the supplier &amp; The seller is responsible to obligate with delivery period from the date of notifying the L/C since the L/C is consider to be workable from (the date of notification) and in case the supplier not notified for reasons out side his willing and the willing of corresponding bank of supplier thus the notifying date of L/C or the amendments that made on L/C opining according to the order issued by our company to the L/C opening bank this date will be the dependable for shipping</p>
<b>GCC 9.2</b>	<p><b>9.2.1.</b></p> <p><b>(a)</b> Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.</p>
	<b>(b)</b> The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.
	<b>(c)</b> Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and

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	advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued at the earliest within (15) days from entry date of receipt of the Goods to supplier place that specific be first party .
	<b>9.2.2.</b> Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 9.1 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.”}
GCC 10.2	additional to what mention in GCC: - The seller must arrange the packing in pallets and cartons tied up and pressed tightly and place the stickers containing information in a clear way on the carton and according to the international organization specification in order to unify the measurements The Pallets should be with the following dimensions in order to facilitate our work. <ul style="list-style-type: none"> <li>• Length 1200 mm</li> <li>• Width 1000 mm</li> <li>• Height 1000 mm (Including the height of pallet base)</li> </ul>

	<p>Weight of each pallet should be not more than 800 kilo.</p> <ul style="list-style-type: none"> <li>- Medical items should be shipped in a form of palette covered by nylon and placed on a wooden basis</li> <li>- The packing material (if it's from plant origin) should be free from blights.</li> </ul> <p>--Print on outside &amp; inside pack in clear way show the national code, order no., beneficiary name, L/C NO. Qty, shelf life (MF&amp; Exp. Date), manufacture name, country of original, (MOH-IRAQ) should be printing thermal printing &amp; not stockings.</p> <ul style="list-style-type: none"> <li>- The (Batch No, shelf life, manufacturing and expiry date) should be stated in the seller invoices if available.</li> </ul>
GCC 11.1 & 11.3	<p>{ Sample provision (CIF/CIP/DDP terms)</p> <p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by express courier the following documents to the Purchaser, with a copy to the insurance company:</p> <p>1-three originals and two copies of the Supplier's invoice, showing Purchaser as [enter correct description of Purchaser for customs purposes]; the Contract number, Goods description, quantity, unit</p>

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price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal;

**2**-one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as [enter correct name of Purchaser for customs purposes] and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;

**3**-four copies of the packing list identifying contents of each package;

**4**-copy of the Insurance Certificate, showing the Purchaser as the beneficiary; in case CIP, CIF.

**5**-one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;

**6**-one original & (3) copy of the Supplier's Certificate of country of Origin covering all items supplied and associated trading lists endorsed by the relevant Iraqi Commercial Agencies outside Iraq. For items originating from countries member of the Arab Common Market, the certificates of origin and associated trading lists endorsed by the competent country of origin authority shall be sufficient;

**7**-original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);

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**8-**Order No. and L/C No. should be stated on all documents, invoices & correspondence per the order.

**9-**Certificate of quality & packing quality

**10-** Full set for truck consignment notification with the confirmation for the item CMR voucher / for the shipping by air (AWB).

**11-** The supplier has to submit the original completed shipping documents including the original certified country of origin certification within (21) days per each shipment before the shipping otherwise the goods will not be receipted & unloaded in Kimadia warehouse.

**12-** The supplier has to abide by the contract conditions and to present shipping documents before the arrival of the consignment for period not less than 21 days and the responsibility of any shortage appearing or any delay resulted from non- availability of shipping documents lay on the supplier.

- The appliance which need to ship in sets ,the supplier have to deliver the sets included the full instrument for each complete set in boxes

**For Goods from inside Iraq:**

Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:

**1-**two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

**2-**two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as :

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	<p><b>For Marketing Drug Medical Appliances (kimadia )</b> and delivery through to final destination as stated in the Contract;</p> <p><b>3</b>-copy of the Insurance Certificate, showing the Purchaser as the beneficiary;</p> <p><b>4</b>-four copies of the packing list identifying contents of each package;</p> <p><b>5</b>-one original of the manufacturer's or Supplier's Warranty of failure &amp; manufactured certificate covering all items supplied;</p> <p><b>6</b>-one original of the Supplier's Certificate of country of Origin covering all items supplied and associated trading lists endorsed by the relevant Iraqi Commercial Agencies outside Iraq. For items originating from countries member of the Arab Common Market, the certificates of origin and associated trading lists endorsed by the competent country of origin authority shall be sufficient;</p> <p><b>7</b>-original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)</p> <p><b>8</b>-other procurement-specific documents required for delivery/payment purposes.</p> <p>Note: In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 9 (GCC 9) above.</p>
	<p>Additional to mention above ,add the following:</p> <ul style="list-style-type: none"> <li>- Delivery time as soon as possible and within L/C's validity and shipping schedule according to kimadia requirement, taking into your consideration that the differences in the supplying period will be one of the</li> </ul>

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	<p>comparison elements.</p> <p>-receiving the agreement items to supply upon arrive to MOH /Kimadia warehouse &amp; insuring it (CIP) and not to be free from this obligation till organizing the formal unloading minutes in the place of handing over agreed upon</p>
<b>GCC 13</b>	<p>- CIP Baghdad (specify the way by truck, air, sea) to the warehouses of kimadia at Baghdad by cooled or closed trucks (according to the item type) via a port (The two border of ground shipping should be determined for the arrival of goods) on condition that the seller should supply the concerned department (credit dep., clearance dep. And the importing dep. Which specialize with details of any shipment containing: (quantity, kind, amount and entry point) in a period not less than (30) days from the date of arrival to the boarder port.</p> <p>- The seller has to effect shipment of consignments in new vessels contained forklifts with quick capacities that can be used for loading &amp; unloading especially for containers. (For sea fright only)</p> <p>- The shipping and the distribution of the goods which arrived from abroad should be shipped via Iraqi seaports taking into consideration the technique and economic conditions in this connection and depend the sea transport terms which include arriving the goods to Iraqi ports and avoid sending it to the round neighboring ports.</p> <p>-The seller has to specify the Qty of each item of each shipment, in the contract no. of each batches, prices, the total value and the manufacturing and expiry date for each item in each batch. in the commercial invoice</p>

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	<ul style="list-style-type: none"> <li>- Batches number should be specify for each agreement shipment&amp; it should be not exceed three batches for each item in each consignment</li> </ul> <p><b>The supplier should bear all customs charges .</b></p> <ul style="list-style-type: none"> <li>- The supplier should submit:             <ul style="list-style-type: none"> <li>• samples are not required for the unsterilized items</li> <li>• Two free samples for the sterilized items for each batch shipped for the analysis and evaluation.</li> </ul> </li> <li>- The supplier has to specify NO. of shipments, Qty. of each one in contract as well as should state in invoice with the manufacturing &amp; expiring date</li> </ul>
<b>GCC 15</b>	<p><b>“15.1</b> - All goods must be of fresh manufacture and must bear the dates of manufacture and expiry. The Supplier further warrants that:</p> <ul style="list-style-type: none"> <li>- all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years &amp; have maxim 3 months shelf life ,</li> <li>- all Goods supplied according to situation have “overages” within the ranges set forth in the Technical Specifications,</li> <li>-where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction;</li> <li>- Good respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.</li> </ul>
	<p><b>15.2</b> according to the specific warranty ,The Purchaser shall have the right to make claims under the above warranty for any good’s contract&amp; should be specific</p>

	with issue date of result of evaluate to make release the duty if there no objected within this period & Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.
	<b>15.4</b> If the Supplier fails to replace the defective Goods within the period for the replacement of defective goods of, after being notified that the defect has been confirmed pursuant to -Clause 15.2 above, ,the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
	<b>15.5</b> Recalls. In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.”}
	- The seller should compensate 100% of the items not

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used expired in the ministry of health stores.

- The supplier should compensate the failed in analysis items and expired items due to technical reasons belong to the supplier at quantity 100% with 20% administrative charges from the total quantity of the failed and expired items within 3 months from the date of notification to supplier and imposed a delay penalty in the agreed percentage in the contract

- The second party has to ensure the hidden defects or any frailer in the product in duration parallel to shelf life of the product, regarding products without specified shelf life the 2nd party to ensure above defects for five years, calculating of the above periods to begin from the date of receiving tests results.

- In case of the item failed in testing or expired and the company not respond for compensation within 45 days after sending a warning letter including the compensation & draw the failed or expired item, then kimadia has the right to destroy this item & dropping the right of the company for getting back the item or its value and the company responsible to compensate this item.

-compensate the items which are damaged, failed in analysis, shortages, missing & not comply with specifications upon receiving or upon usage goods in the hospitals within (7) days from the date of notification to supplier and the remaining shipments should be shipped in the same shipping schedule from the date of shipping the compensation taking in consideration the period within the contract execution otherwise kimadia has the right to impose a delay penalty which is the same percentage mentioned in

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	<p>penalty condition (article A) and buying the item from other supplier on the second party account and confiscate all the insurances and in case of impossibility we will resort to the specialized court in order to claim our company rights .</p> <p>- The supplier should remove any materials which are damaged or failed in the receiving plac or any damage resulted from that within (7) days from the date of informing the decision of refusing the materials and if the supplier cannot remove these items within the above mentioned period the supplier will be relinquished about all his rights concerning these items and will bear the cost of putting a labelstating that (unacceptable MOH-KIM)on the failed quantity or not agreed specifications in beneficiary warehouse with obligate to compensate which state in clause (1) &amp; compensate any expire quantity in establishment of Healthy &amp; the establishment of healthy should be specific of there required needs</p>
<b>GCC 16.1</b>	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: {In case the Supplier is a Public Entity (Public Sector Company), then the Contracting Entity may increase the Advance Payment to 100% from contract value as per the instruction</p> <p><b>A. Payment for Goods supplied from abroad:</b> Payment of foreign currency portion shall be made in [insert: currency of the Contract Price] in the following manner:</p> <p><b>1- Advance Payment:</b> Not applicable section 8</p> <p><b>2-On Shipment</b> 40%percent of the Contract Price of the Goods shipped upon receive the complete match</p>

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document with terms & conditions L/C shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 11

-Opening charges and charges for amendment of the letter of credit at the request of or due to a fault or default of the Purchaser are for the account of the Purchaser.

Confirmation charges and charges for amendment to letters of credit at the request of or due to a fault or default on behalf of the Supplier are for the account of the Supplier.

3-40% upon presentation strictly complying documents with L/C term & conditions

4-20% after checking, acceptance and release of item and training or observation (if stated).

-On Acceptance:[Ten (10)] percent of the Contract Price of Goods received shall be paid within [thirty (30)] days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.

**B. Payment for Goods and Services supplied from within the Iraq:**

Payment for Goods and Services supplied from within Iraq shall be made in Iraqi Dinar, as follows:

1-10% operation advance upon arrive the financial specification against contract depend on instruction of execute the federalism balance .



	2- the remained 90% will played after the item succeeded in lab testing & release it
<b>GCC16.3</b>	As soon as possible will settlement the payments after received the result lab testing according to announcement conditions.
<b>GCC 16.5</b>	The effective L/C will be from date of notification the supplier & The seller is responsible to obligate with delivery period from the date of notifying the L/C since the L/C is consider to be workable from (the date of notification) and in case the supplier not notified for reasons out side his willing and the willing of corresponding bank of supplier thus the notifying date of L/C or the amendments that made on L/C opining according to the order issued by our company to the L/C opening bank this date will be the dependable for shipping.
<b>GCC18</b>	<p><b>18.2 additional to mention in GCC add the following:</b></p> <p>- Contracting party may increase the QTY of goods or material to no more than a reserve rate provided for in the implementation of the annual budget instructions ,on condition that the financial allocation should available with the same terms of contracting .</p>
<b>GCC19</b>	<p><b>19.1 Additional to what mention GCC add:</b></p> <p>- Any change in contract must be occurred in agreement of both parties (buyer &amp; seller) otherwise the second party will be consider a waiver with his contractual obligation and Kimadia has the right to take the legal action or to impose a penalty of ratio not less than 1% and not more than 5% from the shipped quantity per the arrived item which is not complied with our contractual condition.</p>

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<b>GCC 20.1</b>	“What adopted in Iraq” could not relinquishment on the contract or apart of it.
<b>GCC21</b>	<p><b>21.2</b> additional to mention in GCC must be take cocider upon extended the contract:</p> <p><b>First:</b></p> <p>A. f any increase or change occurred in the required supplying qty (qualitative, quantitative) which may effect on executing program has been agreed upon and according to original contract.</p> <p>B. f the delay for executing the contract related to reasons or procedure for contracting side (our company) or any side which has been authorized legally</p> <p>If an exceptionable condition have occurred after contracting which is out of contractors hand which can't be avoided or expected upon contracting which caused a delay in completing the works or supplying the required items according to the contract.</p> <p>Second :</p> <p>The application of the rules per A/M clauses (A, B, C) stipulated that the supplier should submit a written request for contracting side within 15 days started from the date of the reason arising which accordingly the extend has been requested indicating the accurate and complete details for any request to extend the period and any request for extension will not be accepted if presented after issuing the primary receiving certificate mentioned in the contract conditions</p>
<b>GCC22</b>	<p><b>22.1 Delay penalties:</b></p> <p><b>a-</b> To deliver the materials in accordance with the delivery and shipment stated in the contract and on</p>

	<p>contrary of this a delay penalty is to be imposed against your firm of every delaying day .and without previous notice according to the following equation:</p> <p>Amount of contract (original amount of contract + any change in amount) / the total duration of contract (original duration of contract + any change in duration) x 10% = fine per day that does not exceed 10%from amount of contract and after reaching the delay penalty maximum so they can be take legal action under the text of articles (10,30 from instructions of implementing the government contracts no.(2) year 2014.</p> <p><b>b-</b> Penalties are reduced according to completion rates of the contractual obligation specified in the plat form of implementation the contracts which issued a certificate of first delivery for preformed work or supplier item or service required matching and ready for use according to the conditions of contract and the application of equation as follows: The value of commitment not implemented /total duration of contract X 10% =fine per day</p> <p><b>c</b> -The first party has the right to take legal action against the second party after warning him officially within (14) days from date of warning and before reaching the delay penalties its max - -in case the contractor company dissemble important information that will be discover later on from the Ministry the legal procedures stated in above article B will be imposed on his firm</p>
<b>GCC23</b>	<p><b>23.1</b>additional to mention in GCC</p> <p>When the second party breach any contractual obligations that imposed on him under this contract a warning for him to remove the infringing within (15) days from issuing date and when the second party not</p>

	obligate, we will resort according to article no. (10) and (2) from the execution governments contracts instructions against confiscating or keeping the performance bond & the contract will be executed on the second party account according to the instructions no.2 for the year 2014 against confiscation or kept the legal insurance to execute the contract on his account depend on instructions no.3 for the year 2014 according to the execution methods
<b>GCC24</b>	Delet article 24 from GCC
<b>GCC 27.2.2</b>	<p>-Iraqi court is the specialized party to resolve any dispute that may arise between the buyer and the seller and Iraqi laws should be applied when a dispute arise regarding the application of the contract</p> <p>-Any amount in the second party account which resulted from breaching any contractual commitment the first party has the right to claim the amount in the specialized court as well as the confiscation in case the requirements have been achieved</p> <p>- In case of the bidder has not complied with executing the conformed order and according to the agreed conditions a legal procedure will be taken against him.</p>
<b>GCC28</b>	Against to article 28b from GCC ( <b>Not applicable</b> )

<b>GCC 31.1</b>	<p>E-mail of Kimadia <a href="mailto:dg@kimadia.iq">dg@kimadia.iq</a>  [ insert:the Supplier's address for notice purposes and if by cable is acceptable ]&amp; it should follow be written letter .</p> <ul style="list-style-type: none"> <li>- The scientific Bureau which represented the companies is the chosen place for legal notifications also the direct authorized to the company.(as Commercial manger,Sales manager (marketing))</li> <li>- The responsibility of the scientific Bureau will be continued even after the expiry of his authorization from foreign companies which authorized him unless the new following authorization has been treated obligations of previous company and its traces.</li> <li>-the E-mail conceder one of the dependable method to warning .</li> </ul>
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**GCC 32**

-The collection of Government debts will be applicable as per the Iraqi Law for collecting government debts No.56 of year 1977.

- The Contract is subject to Iraqi laws including the laws of tax No. 113 for the year 1982 & instruction of accounting tax against contracts between Iraqi contracting entry with foreign side NO2 for the year 2008 & the stamp fee NO71 for the year 2012 & Notary fees & re-announcement charges.

**1-** Interpolation amount (100) hundred thousand Iraqi Diner upon request for exchange the border outlet .

**2-** Interpolation amount (25) twenty five thousand Iraqi Diner for each unloaded & loading receipt for each shipment that arrived to the target store

**3-** Interpolation amount (10) ten thousand Iraqi Dinar for parking & overnight the trucks that specified for transport the drug & appliances to our warehouse.

**4-** Interpolation amount (250) two hundred fifty thousand Iraqi Dinar for each objection request presented by the Scientific Bureau or company for any Import relegation

- All bank charges (opening, issuing for L/C and amendments fees ...etc) inside and outside Iraq are on the seller account

## SECTION IX. CONTRACT FORMS

### **NOTES PREPARING THE CONTRACT FORMS**

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The Sample Contract Forms provided in this SSBD provide standard formats for a number of the key documents that the Purchaser and Supplier will exchange in the process awarding and implementing the Contract.

*Form of Contract Agreement:* Except as indicated by blanks and/or instructions to fill in information, the text of the Contract Agreement should be left unaltered in the Bidding Documents from how it appears in this SSBD. It would be at the time of Contract award when the Contracting Entity has an opportunity to add the final details needed in the Contract Agreement form, by making any necessary insertions or changes to paragraph 2.

*Performance Security Form:* Pursuant to GCC Sub-Clause 8.1, the successful Bidder is required to provide the performance security within fourteen (14) days of notification of Contract award, or twenty-nine (29) days in case of Complaints and Appeal as per ITB 36.1.

*Advance Payment Bank Guarantee:* Pursuant to GCC Sub-Clause 16.1, the successful Bidder is required to provide a bank guarantee securing the advance payment, if SCC related to GCC Sub-Clause 16.1 requests for one.

## **CONTRACT FORMS**

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1. Form of Contract Agreement.....
2. Performance Security Bank Guarantee .....
3. Bank Guarantee Form for Advance Payment .....



## 1. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (1) [ *insert: Name of Purchaser* ], a [ *insert: description of type of legal entity, for example, an agency of the Ministry of .... of the Government of Iraq, or corporation incorporated under the laws of Iraq* ] and having its principal place of business at [ *insert: address of Purchaser* ] (hereinafter called "the Purchaser"), and
- (2) [ *insert: name of Supplier* ], a corporation incorporated under the laws of [ *insert: country of Supplier* ] and having its principal place of business at [ *insert: address of Supplier* ] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [ *insert: brief description of goods and services* ] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [ *insert: contract price in words and figures* ] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS this agreement confirm that the two parties are agreement as follow :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Technical Specifications)
  - (e) The Supplier's bid and original Price Schedules
  - (f) Schedule of Requirements
  - (g) The Purchaser's Notification of Award
  - (h) [ *Add here: any other documents* ]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

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Signed: \_\_\_\_\_  
in the capacity of [insert: **title or other appropriate designation**]

in the presence of \_\_\_\_\_

For and on behalf of the Supplier

Signed: \_\_\_\_\_  
in the capacity of [insert: **title or other appropriate designation**]

in the presence of \_\_\_\_\_

**CONTRACT AGREEMENT**

Dated the [insert: **number**] day of [insert: **month**], [insert: **year**]

BETWEEN

[Insert: **name of Purchaser**], “the Purchaser”

and

[insert: **name of Supplier**], “the Supplier”

## 2. Performance Security Bank Guarantee

[The Bank shall fill in this Bank Guarantee Form in accordance with the relevant conditions of Contract.]& it prefer us the central Iraqi Bank form .

\_\_\_\_\_ [insert: **Bank's Name and Address of Issuing Branch or Office**]  
**Beneficiary:** \_\_\_\_\_ [insert: **Name and Address of Purchaser**]  
**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that [insert: **name of Supplier**] (hereinafter called "the Supplier") has entered into Contract No. [insert: **reference number of the contract**] dated \_\_\_\_\_ with you, for the supply of [insert: **description of goods**] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we [insert: **name of Bank**] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert: **amount in figures**] (\_\_\_\_) [insert: **amount in words**] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the \_\_\_\_ day of month \_\_\_\_\_, 2\_\_\_\_, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

\_\_\_\_\_  
[signature(s)]

### 3. Bank Guarantee Form for Advance Payment

[The Bank shall fill in this Bank Guarantee Form in accordance with the relevant conditions of Contract.]& it prefer us the central Iraqi Bank form .

\_\_\_\_\_ [insert: **Bank's Name and Address of Issuing Branch or Office**]

**Beneficiary:** \_\_\_\_\_ [insert: **Name and Address of Purchaser**]

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that [insert: **name of Supplier**] (hereinafter called "the Supplier") has entered into Contract No. [insert: **reference number of the contract**] dated \_\_\_\_\_ with you, for the supply of [insert: **description of goods**] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert: **amount in figures**] (\_\_\_\_) [insert: **amount in words**] is to be made against an advance payment guarantee.

At the request of the Supplier, we [insert: **name of Bank**] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert: **amount in figures**] (\_\_\_\_) [insert: **amount in words**] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number \_\_\_\_\_ at \_\_\_\_\_ [insert: **name and address of Bank**].

This guarantee shall expire, at the latest, upon our receipt of copy (ies) of \_\_\_\_\_<sup>1</sup>, or on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, in Iraq

[Signature]

<sup>1</sup> Insert documents establishing "delivery" of the goods in accordance with the particular INCOTERMS® selected. (See SCC 11.)

<sup>2</sup> Insert the delivery date stipulated in the original delivery schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months/one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."