
SECTION IV. BIDDING FORMS

NOTES ON THE BIDDING FORMS

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 Contracting Entity shall fill in the Forms with the needed information relevant to each procurement before launching the Bidding Process. The required place for writing this information is under the paragraphs written in Italic style and shaded in grey. Any notes provided to the Contracting Entity which is underlined and shaded in yellow is for information only and shall be deleted before releasing the Bidding Documents.}

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.

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: [insert: **date of bid**]
 {Contracting Entity to insert}: Tender Number: [Med5 /2019 "
 IFB Number:{5}

To: {Contracting Entity to insert: [Name and address of Contracting Entity]}

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: amount of "Iraqi Dinar" in words]	[[insert: amount of "Iraqi Dinar" in figures]]
plus [insert: amount of "US Dollar" in words]	[[insert: amount of "US Dollar" in figures]]
plus [insert: amount of "Euro" in words]	[[insert: amount of "Euro" in figures]]

(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.

Tender No. : Med 5/2019

Contracting Entity: Ministry of Health & Environment /The State Company For Marketing Drugs & Medical Appliance s



- (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 web side** _____,
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**

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

1																				
Brief Description of Goods																				
No. of bid type/ receipt committee	Code of manufacturer company	Offers submission	National code	Generic name	Generic name related to company that submit the bid	Trade name	Active item	Pharmaceutical from	volume	weight	Registration item no.	Registration item date	Quality certificate	Sample submission	sodium meta bisulfate) existence in this compand or not)	Raw material	Registration product no.	Registration product date	Per unite of package	Per unite of sheet

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 _____
Seal _____ of _____ the _____ Bidder
Date: _____



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

2		3		4			5					6
Quantity offered		Country of origin		Price per physical unit Iraq currency (NO. , Write)			Price & the transport way					Total Price
Quantity of bid submitted	Free goods	The name of producing company	The origin of producing company	Package price	Per unit price	Currency type	Ex-factory/ex-warehouse/ex-show room/off-the shelf including packing and forwarding charges (a)	Sales and other taxes and duties payable if contract is awarded (b)	Inland transportation insurance loading/unloading and incidental costs till end-users site (c)	Incidental services as definal in schedule of requirement (d)	Price on DDP/free delivery at end-users e=(a+b+c+d)	Total Price on DDP/Free Delivery at End-users' site. (Iraqi Dinar) quantityX 5 (e)

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 _____
Seal of the Bidder _____
Date: _____



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

Serial no.		1							2	3 Description item of manufactur company														4 Country origin.....		
		National code		National description			Unit		Qty.																	
No.Of item	no.of tender receipt committee	Ma nufa cturing com p Code (K-code)	National item code	Genericname	Pharm asutical from	Unit per bliste r	Unit per pack	Offe r Qua nti ty	Descripti onitem of manufac turco	Generic name of company item	Active ingredien t	(sodium meta bisulfate) existance in this compand or not	Trade Name	volu me	we igh t	Arrival way	Entr y point to coun try	Shelf lifeof item	Supply ing period	Item Registr ation Date &No	Submissi onof Samples	Origin ofRaw materi al	Goods origin	Cou ntry origi n	Registrati on No. OfOffer submittin g compan y	
1																										

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]

Place: _____

Date: _____

Signature of Bidder _____

Name & Designation _____

Business address _____

Seal of the Bidder _____



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

4																	5							6
.....Country origin																	Unit price (CIP)							Total Price (CIP)
Date of registration of offer submitting company	Name of offer submitting company	Origin of offer submitting company	Manufacturer company name	Certificates obtained	Registration no of manufacturer company	Registration date of manufacturer company	Company address	Company phone no	Company email	Company website	Name of scientific bureau in Iraq that represents the company	Beneficiary name	Bank name	Bank address	Bank phone no	Account no	Price per pack	Price per unit (CIP)(A)	Currency type	Secondary services as defined in table(B)	Free goods	Payment method	Price CIP {C=(A+B)}	Total price CIP of the offered Qty. (CxQty)

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]

Place: _____

Date: _____

Signature of Bidder _____

Name & Designation _____

Business address _____

Seal of the Bidder _____



4. Bid Security Form (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form 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 (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)]



5. 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 BDS.]

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**]



6. 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





PART 2 PROCUREMENT REQUIREMEN



SECTION VI SCHEDULE OF REQUIREMENTS

NOTES ON THE SCHEDULE OF REQUIREMENTS

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 [Insert for Pharmaceuticals, Product, Strength, Dosage form, Pharmacopoeia Standard and Unit pack size. For Medical Equipment only Brief Description of goods may be mentioned]					Quantity and physical unit	Bid security amount in Iraqi Dinar [Note Insert Bid Security amount Schedule wise as one percent of Estimated Value]	Final Destination [Note Insert End-users' address]	Required Delivery period as per [insert Incoterms® current edition]
		Product	Strength	Dosages form	Pharmacopoeia Standard	Unit pack size				
(a)	(b)	(a)	(b)	(c)	(d)	(e)				
[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]

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

1-the items offer should be stated by it's commercial name if it offer in it's scientific name should be stated in pharmacopoeia standards.

2-stat the shelf life.

3-stat the origin of a material.

PHARMACEUTICALS



Technical Specifications
PHARMACEUTICALS

- | | |
|--|--|
| 1. Product and Package Specifications | <p>1.1 The Goods to be purchased by the Contracting Entity under this Invitation for Bids are included in Iraq's current national essential drugs list or national formulary. The required packing standards and labeling must meet the latest requirements of the World Health Organization (WHO) good manufacturing practices (GMP) standards in all respects. (These standards are contained in "Good Practices in the Manufacture and Quality Control of Drugs.")</p> <p>1.2 Product specifications indicate dosage form (e.g., tablet, capsules, dry syrup, liquid, ointment, injectable, emulsion, suspension, etc.) and the drug content (exact number of mg or international units [IU] or % v/v, w/w or v/w acceptable range). The Goods should conform to standards specified in the following compendia: [The Contracting Entity should specify an acceptable pharmacopoeia standard from one of the following: the British Pharmacopoeia, the United States Pharmacopoeia, the French Pharmacopoeia, the International Pharmacopoeia, or the European Pharmacopoeia, the latter particularly for raw materials.] The standards will be the latest edition unless otherwise stated by the Contracting Entity or other if applicable. In case the pharmaceutical product is not included in the specified compendium, but included in the Iraq's national essential drug list, the Contracting Entity should clearly indicate acceptable limits and the Bidder (Supplier), upon award of the Contract, must provide the reference standards and testing protocols to allow for quality control testing.</p> <p>1.3 Not only the pharmaceutical item, but also the packaging and labeling components (e.g., bottles, closures, and labeling) should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in Iraq. All packaging must be properly sealed and tamper-proof and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the manufacturer's national regulatory authority (RA). The Contracting Entity should specify any additional special requirements.</p> |
|--|--|

2. Labeling Instructions

- 1.4 All labeling and packaging inserts shall be in the language requested by the Contracting Entity or English if not otherwise stated.
- 1.5 Goods requiring refrigeration or freezing or those that should not fall below a certain minimum temperature for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.
- 1.6 Upon award, the successful Bidder(Supplier) shall, on demand, provide a translated version in the language of the bid of the prescriber's information for any specific goods the Contracting Entity may request.
- 2.1 The label of the primary container for each pharmaceutical and vaccine products shall meet the W210 GMP standard and include:
 - (a) The international nonproprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name;
 - (b) dosage form, e.g., tablet, ampoule, syrup, etc.;
 - (c) the active ingredient "per unit, dose, tablet or capsule, etc.;
 - (d) the applicable pharmacopoeia standard;
 - (e) the Purchaser's logo and code number and any specific color coding if required;
 - (f) content per pack;
 - (g) instructions for use;
 - (h) special storage requirements;
 - (i) batch number;
 - (j) date of manufacture and date of expiry (in clear language, not code);
 - (k) name and address of manufacture;
 - (l) any additional cautionary statement.

3. Case Identification

- 2.2 The outer case or carton should also display the above information.
- 3.1 All cases should prominently indicate the following:
 - (a) Purchaser's line and code numbers;
 - (b) the generic name of the product;
 - (c) the dosage form (tablet, ampoule, syrup);
 - (d) date of manufacture and expiry (in clear language not code);
 - (e) batch number;
 - (f) quantity per case;
 - (g) special instructions for storage;
 - (h) name and address of manufacture;
 - (i) any additional cautionary statements.

- 3.2 No case should contain pharmaceutical products from more than one batch.

4. Unique Identifiers

- 4.1 The Contracting Entity(Purchaser) shall have the right to request the Supplier to imprint a logo, if the quantity so justifies it, on the labels of the containers used for packaging and in certain dosage forms, such as tablets,



5. Standards of Quality Control for Supply

- and ampoules and this will be in the Technical Specifications. The design and detail will be clearly indicated at the time of bidding, and confirmation of the design of such logos shall be provided to the Bidder (Supplier) at the time of contract award.
- 5.1 The successful Bidder (Supplier) will be required to furnish to the Contracting Entity:
- (a) With each consignment, and for each item a WHO certificate of quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests, as applicable to the Goods being supplied and the manufacturer's certificate of analysis.
 - (b) Assay methodology of any or all tests if requested.
 - (c) Evidence of bio-availability and/or bio-equivalence for certain critical Goods upon request. This information would be supplied on a strictly confidential basis only.
 - (d) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.
- 5.2 The Supplier (Bidder) will also be required to provide the Contracting Entity (Purchaser) with access to its manufacturing facilities to inspect the compliance with the GMP requirements and quality control mechanisms.]

**[Sample:
Technical Specification
VACCINES**

- | | |
|--|---|
| 1. Product Qualification Requirements | <p>Option A</p> <p>1.1 The Goods to be purchased by the Contracting Entity under this Invitation for Bids must be produced under the control of a recognized, well-functioning National Control Authority (NCA) for biologicals, which performs all six critical functions as defined by the World Health Organization (WHO):</p> <ul style="list-style-type: none"> (a) licensing based on published set of requirements (b) surveillance of vaccine field performance (c) system of lot release for vaccines (d) use of laboratory when needed (e) regular inspections for Good Manufacturing Practices (GMP) (f) evaluation of clinical performance <p>Or state the following:</p> <p>Option B</p> <p>1.1 The Goods under this Invitation for Bids should be purchased from WHO-approved sources only.</p> <p>1.2 The Goods to be purchased by the Contracting Entity under this Invitation for Bids must be produced in accordance with the GMP recommendations of WHO for biological products.</p> <p>1.3 The Goods to be purchased by the Contracting Entity under this Invitation for Bids must be registered by the National Control Authority (NCA) of Iraq.</p> |
| 2. Product Specifications | <p>2.1 Dosage form (e.g.: oral or injectable; liquid or freeze dried with sterile diluents packed separately, etc.).</p> <p>2.2 Type (e.g.: “live attenuated,” “manufactured from purified inactivated (...) obtained from human plasma or manufactured using recombinant DNA technology,” etc.).</p> <p>2.3 Administration (e.g.: “intended for intramuscular injection,” etc.).</p> <p>2.4 Description of intended use (e.g.: “immunization of newborn infants,” etc.).</p> <p>2.5 Dosage size (if not restrictive), or expected immunogenic reaction (e.g.: each dose shall contain that amount of Hbsag protein with micrograms/ml specified by the manufacturer for newborn dosage, that when given as part of a primary immunization series [3 doses] is capable of producing specific humoral antibody [anti HBs] at a level of at least 10 milli international units in >-90 percent of recipients,” etc.).</p> <p>2.6 Dose package (e.g.: “5 infant dose sterile glass vials,” etc.).</p> <p>2.7 Filling volume (e.g.: “final product should contain 15% overfill,” etc.).</p> <p>2.8 Closures (e.g.: “vaccine vials shall be fitted with</p> |

- closures that conform to ISO standard 8362-2”).
- 2.9 Storage temperature (e.g.: “2–8 degrees C. Do not freeze,” or as appropriate, etc.).
- 2.10 The product should remain stable up to the indicated test expiry date if kept according to the required storage temperature.
- 2.11 Standards (e.g.: “The vaccine should conform to standards established by Iraq or, where no standard has been adopted, meet current requirements published by the WHO Expert Committee on Biological Standardization, or requirements of an established body of equivalent stature such as the U.S. Pharmacopoeia, the British Pharmacopoeia, the French Pharmacopoeia, or the International Pharmacopoeia”).

3. Labeling Requirements

- 3.1 Each vial or ampoule shall carry the manufacturer’s standard label in Iraqi language, if available at no extra charge; otherwise, the label shall be in English.
- 3.2 Each vial or ampoule label shall state the following:
- (a) name of the vaccine;
 - (b) name of the manufacturer;
 - (c) place of manufacture;
 - (d) lot number;
 - (e) composition;
 - (f) concentration;
 - (g) dose mode for administration;
 - (h) expiration date;
 - (i) storage temperature;
 - (j) any other information that is appropriate.
- 3.3 All labeling shall withstand immersion in water and remain intact.

4. Packing Requirements

- 4.1 Inner boxes: Inner Boxes shall contain not more than (number) individual vials/ampoules and shall be constructed of sturdy white cardboard outfitted with individual segments for protecting and separating each vial/ampoules.
- 4.2 Printed materials: Each inner box shall contain at least (number) manufacturer’s standard package inserts in the Iraqi language if available at no extra charge; otherwise, package insert shall be in English.
- 4.3 Over packing: Inner boxes shall be over packed so that the vaccine remains refrigerated as designated in Sub-Clause 2.9. The over packing must be suitable for export handling and be in accordance with WHO Expanded Program of Immunization (EPI) Guidelines on International Packaging and Shipping of Vaccines including all measures needed to maintain required temperatures for seventy-two (72) hours. It must have adequate insulation and sufficient refrigerant to ensure that the warmest storage temperature of the vaccine does not rise above that designated in Sub-Clause 2.9 when exposed to continuous outside temperature of +43 degrees C, nor fall below that specified of -20 degrees C during transit and for a period of at least twenty-four (24) hours after arrival at the airport destination. Additional cushioning shall be provided

sufficient to protect the vials/ampoules from breakage during transit and handling.

- 4.4 Exterior shipping cartons: Product and printed materials, packaged as described above, shall be packed in weather-resistant, triple-wall corrugated fiberboard cartons with a bursting test strength of not less than 1,900 kPa. The overall dimensions of the exterior shipping cartons should be such that the product does not become damaged during transportation and storage.

No shipping carton should contain vaccine from more than one lot.

- 4.5 Cold chain monitor cards: Each insulated shipping container must include appropriate temperature-monitoring devices designated by the Contracting Entity.

- (a) At least two suitable cold chain monitor cards, as approved by the Contracting Entity, shall be packed in each transport case of vaccine.
- (b) Freeze watch indicators shall be included in each transport case at the direction of Contracting Entity.

5. Marking Requirements

- 5.1 All containers and invoices must bear the following information:

- (a) the name of the vaccine;
- (b) expiration date of the vaccine;
- (c) appropriate storage temperature.

- 5.2 Inner boxes: The inner boxes containing vaccine vials or ampoules shall be marked with the following information in a clearly legible manner that is acceptable to the Contracting Entity:

- (a) Generic name and trade name of the vaccine;
- (b) Manufacturer's name and trade registered address;
- (c) Manufacturer's national registration number;
- (d) Lot or batch number;
- (e) Composition and concentration;
- (f) Number of vials contained in box;
- (g) Expiration date (month and year in clear language, not code);
- (h) Instructions for storage and handling;
- (i) Place of manufacture (Made in _____).

- 5.3 Exterior Shipping Cartons: The following information shall be stenciled or labeled on the exterior shipping cartons on two opposing sides in bold letters at least 30mm high with waterproof ink in a clearly legible manner that is acceptable to the Contracting Entity.

- (a) Generic name and trade name of the vaccine;
- (b) Lot or batch number;
- (c) Expiration date (month and year in clear language, not code);
- (d) Manufacturer's name and registered address;
- (e) Manufacturer's national registration number;



- (f) Destination airport and routing;
- (g) Consignee's name and address in full;
- (h) Consignee contact name and telephone number;
- (i) Number of vials or ampoules contained in the carton;
- (j) Gross weight of each carton (in kg);
- (k) Carton #_____ of _____;
- (l) Instructions for storage and handling;
- (m) Contract number;
- (n) Place of manufacture (Made in_____).

6. Quality Control for Supply

- 6.1 All goods must:
 - (a) meet the requirements of manufacturing legislation and regulation of vaccines in the country of origin;
 - (b) meet internationally recognized standards for safety, efficacy, and quality;
 - (c) conform to all the specifications and related documents contain herein;
 - (d) be fit for the purposes expressly made known to the Bidder by the Contracting Entity;
 - (e) be free from defects in workmanship and materials; and
 - (f) be certified by a competent authority in the manufacturer's country according to resolution WHA 28-65(2), of the WHO release certificate.
- 6.2 The Supplier will be required to furnish to the Contracting Entity with each consignment;
 - (a) A certificate of quality control and test results in conformity with the WHO release certificate.
 - (b) Assay methodology of any or all tests if required.
 - (c) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.
- 6.3 Pre-shipment inspection and testing: The Supplier will be required to provide the Purchaser or his representative with access to the product as packed for shipment at the sellers' factory and/or warehouse at a mutually agreeable time prior to shipment of the product.
 - (a) The Purchaser may inspect and sample, or cause to be sampled, such product.
 - (b) The Purchaser may cause independent laboratory testing to be performed as deemed necessary to ensure that the Goods conform to prescribed requirements. The testing laboratory shall be of the Purchaser's choice and suitably equipped and qualified to conduct quality control test on biological products.



الله أكبر



Republic of Iraq



PART 3
CONDITIONS OF CONTRACT AND CONTRACT FORMS



SECTION VII. GENERAL CONDITIONS OF CONTRACT

NOTES ON THE GENERAL CONDITIONS OF CONTRACT

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.

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General Conditions of Contract

1. Definitions

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 **named in the SCC.**
- (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 **named in the SCC.**
- (n) Fraud and Corruption :
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:
 - (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;
 - (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;
- (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;
 - (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;
 - (v) “obstructive practice” is
 - (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
 - (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.

2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

- 3.1 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the 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.

4. Standards

- 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.

5. Use of Contract Documents and Information; Inspection and Audit

- 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.

6. Certification of Goods in Accordance with Laws of Republic of Iraq

6.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the Iraq. The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the Iraq.

6.2 Unless otherwise **specified in the SCC**, 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.

7. Industrial ownership or Patent Right

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.

8. Performance Security

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 **Dinar**. 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 been issued and final payment settlements have been done.

9. Inspections and Tests

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. **The SCC** 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 **specified in the SCC**.

9.3 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

10. Packing

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, **specified in the SCC** or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.

11. Delivery and Documents

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 **specified in the SCC**.

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 **specified in the SCC.**

12. Insurance

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 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.

13. Transportation

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.

14. Incidental Services & AMC

14.1 The Supplier shall provide such incidental services, if any, as are **specified in the Schedule of Requirements.**



15. Warranty

16. Payment

14.2 The Supplier shall provide Annual Maintenance Contract (AMC), if any, after warranty period for number of years as specified in the Schedule of Requirements.

15.1 Warranty shall be as **specified in the SCC.**

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in the SCC.**

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 **specified in the SCC.**

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.

17. Prices

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.

18. Change Orders

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;
- b) If the change is not introduced, the Goods cannot be useful upon completion;

- c) If the change will realize savings in the cost of the Project;
- d) If the change does not result in a major modification to the pre-determined scope of supply;
- e) If the change will result in earlier time for completion but not to result in inferior technical specification or scope of supply

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:

- (a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

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.

19. Contract Amendments

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.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, unless specified otherwise **in the SCC**.

21. Delays in the Supplier's Performance

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.

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 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.



**22. Delay penalties
(reduced
according the
achievement
percentage**

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:

$\text{Total Contract Price} \times 10\% - 25\% = \text{delay penalty per day}$

$\text{Total validity contract (days)}$

OR could be deducted as followoing formula :

$\text{Unperformed Contract Price} \times 10\% = \text{Liquidated damages per day}$

$\text{Delivery period (days)}$

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.

**23. Termination for
Default**

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 within 30 days from date of receiving the wrtiten notification issued by the purchaser; or
- (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.
- (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 rom the contract to another supplier or sign un-offical 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.

24. Termination for Insolvency

-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 retuning to the court as following cases :

- (a) if the supplier has been insolvency , poverty, or subjected to dissolution his assets or submit a request to become under Insolvency or poverty.
- (b) if the relevant court issued a judgment to put the supplier assets under the hand of Insolvency secretary .
- © if the supplier has agreed to carryout his contractual obligations under the observation of inspection committee consist of his creditors.
- (d) if the supplier assets have been holding (blocked) by the relevant court which lead to inability to commit with his contractual obligations.

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.

25. Force Majeure

25.1 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.

25.2 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.

25.3 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.

26. Termination for Convenience

26.1 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.

26.2 For the remaining goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (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.

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.

27. Settlement of Disputes

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.

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.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

27.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,

- (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

29. Governing

29.1 The language of the Contract shall govern its



- Language** interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
- 30. Applicable Law** 30.1 The Contract shall be interpreted in accordance with the Iraqi Law and guardianship of Iraqi judicial system.
- 31. Notices** 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 **specified in the SCC**.
31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties** 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.
32.3 **The awarded company bears (the 2nd part that contracted with our company) all customs fees**
- 33. Withholding and lien in respect of sums claimed** 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.



SECTION VIII. SPECIAL CONDITIONS OF CONTRACT

NOTES ON THE SPECIAL CONDITIONS OF CONTRACT

{Similar to the Bid Data Sheet in Section II, the clauses in this Section are intended to assist the Purchaser in providing Contract-specific information in relation to corresponding clauses in the General Conditions of Contract (GCC).

The provisions of Section VIII complement the GCC included in Section VII, specifying contractual requirements linked to the special circumstances of the Purchaser Iraq, the sector, and the Goods purchased.

In preparing this section, the following aspects should be checked:

- (a) The correct version of the Special Conditions of Contract must be used as a base, dependent upon the type of Goods being procured.
- (b) Information that complements provisions of Section VII, GCC, must be incorporated
- (c) Amendments and/or supplements to provisions of Section VII, GCC, as necessitated by the circumstances of the specific purchase, must also be incorporated.}

**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 General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.	
GCC 1.1 (h)	The Purchaser is: [Ministry of Health / Environment / The State Company for Marketing Drugs and Medical Appliances (Kimadia)].
GCC 1.1 (m)	The Supplier is: [insert: name of Supplier].
GCC 5	5.3 In addition to what mentioned in ITB the following will be added : 1-- To furnish second party with official letters which relative to contract execution and first party will never be responsible about the results of these correspondences. 2- adoption the original copy and signed by two parties and saved at the first party as it is practice in case of difference
GCC 6.2	The Effective Date of the Contract is : from date of Contract signing if either: (i) the Goods have already been registered . (ii) excluded from registration . Effective from the date receipt of the registration certificate if the goods to be submitted by the successful bidder upon signing the contract are not registered .
GCC 8	- Performance bond: a- To be L/C form and stay valid along the period of the contract until complete his contractual obligations provided that submit after issuing the letter of awarding. And before signing the contract and before the opening the L/C and, equal to 5% from the contract amount 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 bond 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

Tender/Number: MED5/2019

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

	<p>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</p> <p>e -The companies & scientific bureaus should take in consideration the following when issued the performance bond:-</p> <ol style="list-style-type: none"> 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-The letters of guarantee issued by the approved banks shall be received in accordance with a(bulletin –brochure) issued by central bank of Iraq. 11-The letter of guarantee must be in the contract currency .
GCC3.8	<p>The guarantee formula in paragraph A of the general conditions of the Contract is adopted , paragraph (8.3) .</p>
GCC 9.1	<p>Receiving items will never be considered as confirmation for compliance to the specification and technical conditions but it will relay on the results of laboratory tests issued by labs. .of Iraqi public health (National Center for control and medical research, Central Health Laboratory). After issuing the acceptance and testing decision by the central committee which formed for that, and not only the result of analysis lab.</p> <p>Sample will be sent to national center for control and medical research, for test and evaluation and their results are reliable.</p> <p>19. Standard reference substances (i.e. B.P.C Rst U.S.P Rst E.U.C Rst) not working standard together with method and legalized certificate of analysis are to be sent with the order to our national center for medicine control & research</p> <p>– Any materials or quantity that fails in analysis as confirmed by our national center for control and medical research should be compensated by the supplier</p>
GCC 9.2	<p>“9.2.1. (a) Said inspection and testing is for the Purchaser’s account. In the event that inspection and testing is required prior to dispatch,</p>

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	the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.
	(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.
	(c) 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 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 fifteen (15) days of receipt of the Goods or part of Goods at place of final destination.
	9.2.2. 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	<p>– Medical items should be shipped in a form of pallet covered by nylon and placed on a wooden basis.</p> <p>--Print on outside pack (pallet or big carton) the national code, order no., Qty as well as print on inside pack and small pharmaceutical unit (amp or bottle or sheet) on well form the mark of (MOH-Iraq) and beneficiary name and shelf life (MF& Exp. Date) and to print (Batch no.) on all in and outside packs as well as small pharmaceutical unit.</p> <p>-Pallets should be with the following dimension in order to facilitate the process of receiving and storage of the arrived shipments.</p> <ul style="list-style-type: none"> * Length 1200 M.M * Width 1000 M.M * Height 1000 M.M (Including the height of pallet based) * And weight of each pallet should be not more than 800 kilo <p>-All materials must be shipped in a cooled condition and for all transporting ways till it reach MOH/Kimadia stores and the seller will be responsible for the compensation of any material which fails in the analysis because of the unsuitable temperature degree during the transport</p>
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</p>

	<p>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> <ul style="list-style-type: none"> (i) 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 price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal; (ii) 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; (iii) four copies of the packing list identifying contents of each package; (iv) copy of the Insurance Certificate, showing the Purchaser as the beneficiary; in case CIP , CIF . (v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied; (vi) one original and six copies 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; (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required); (viii) any other procurement-specific documents required for delivery/payment purposes. <p>For Goods from within Iraq:</p> <p>Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:</p> <ul style="list-style-type: none"> (i) 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;
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	<p>(ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as [enter correct name of Purchaser] and delivery through to final destination as stated in the Contract;</p> <p>(iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;</p> <p>(iv) four copies of the packing list identifying contents of each package;</p> <p>(v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;</p> <p>(vi) 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>(vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)</p> <p>(viii) 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>In addition to what mentioned the following will be added :</p> <p>All shipment should be attached with commercial shipping lists , original packing lists and certificate of origin .</p> <ul style="list-style-type: none"> - The supplier should submit the shipping documents before the arrival of the consignment with a period not less than 15 days and be responsible for any shortage or any delay caused by the lack of shipping documents . - Delivery shall be as soon as possible within the period of credit validity and the shipping schedule shall be as the required of Kimadia . - Receiving the supplied items upon their arrival to MOH/ Kimadia stores and the insurance of it (CIP) and not free from this obligation till organizing the report of the fundamentalist dump in the place of delivery agreed upon. - The contract should be supplied in a limited number of lots and the quantity of each lot should be mentioned in the shipping list with the manufacture and expiry date.
GCC 15	<p><u>15.1</u></p> <p>"15.1 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry. The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a shelf life of more than two years and three-fourths (5/6) for goods with a shelf life of two years</p>



	or less, unless otherwise specified herein; have “overages” within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.
15.2	The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. 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.
15.3	In the event of a dispute by the Supplier, a counter analysis will be carried out on the manufacturer’s retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.
15.4	If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Goods within the period for the replacement of defective goods of [insert period for replacement of defective goods], 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.
15.5	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.”}
--	In case the item failed in the analysis as verified by our national center for medicine control & research or any concerned party so administrative charges will be added equal to 15% from the total value of failed item & a delay Penalty in case the company not shipped the compensation item within the agreed period in the

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contract and with the agreed percentage.

the supplier has to compensate the exp .qty which not spent in stores of MOH/Kimadia at ratio100% of the total QTY of exp. items.

- The seller should compensate the defaults items (failed items) in analysis and the exp.. For technical reasons belong to supplier at ratio 100% with 15% management charges from the total QTY of exp. items and impose delay penalty in case not shipping the compensation Qty with same period and ratio and to impose delay penalty if non shipping the compensation Qty in the same period and ratio which agree upon in 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) As well as the same ratio of Penalty will be as per in article (A) in case the company not from the date of notifying him and the calculation of the shipping period per 2nd shipment will be started after the arrival of the compensated shipment if the contract was partial shipments otherwise a delay penalty will be imposed according to the ratio that mention on agreed penalties articles and in case the company has not compensate within a/m period kimadia has the right to buy the item from another source on contractor account and bearing him the difference price and to confiscate all insurance and has the right to turn concerned court in order to obtain its rights
- The seller is responsible to compensate the buyer for the defected items or shortage that appear after the distribution, usage of goods in the hospital after the necessary checking & analysis and if it is due to a manufacturing defect.
- (the seller should compensate the damaged , failed in analysis, missing, shortages items, and the items which not comply with specification required within delivery period stated in contract provided that started calculate from the date of notification company by the fail or shortage or missing taken into yr. consideration that the period must be within the period of execution the contract and the other shipments must be shipped within the same shipping schedule from the date of shipping the compensation Qty otherwise the delay penalty will be imposed at the same percentage stated in penalties terms which agreed upon in case the company not compensate within a/m period, kimadia has the right to buy the item from other source and on contractor account as well as he will bear the difference in price and management charges and confiscates all insurance and added the administrative charges and has the right to resource to special courts to obtain its rights
- The seller must stamp the phrase (failed & not fit to consumption MOH-KIMADIA) on the failure qty. or not compliance tospection in MOH/ Kimadia stores on supplier account**

Any item or quantity that fails in analysis as verified by our national center

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	<p>for medicine control & research is to be compensated by the manufacturer.</p> <p>24. In case the item failed in the analysis or have been expired & the company not respond for compensation within 15 days after sending a warning letter including the compensation & draw the failed or expired item, kimadia has the right to destroy the failed or expired items & dropping the right of the company for getting back the item or its value.</p>
GCC 16.1	<p><u>{Sample provision:</u></p> <p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><u>{In case the Supplier is a Public Entity (Public Sector Company), then the Contracting Entity may increase the Advance Payment to x% from the value of contract.and according to instructions }</u></p> <p>A. Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in [USD and ID]in special exception cases in the following manner:</p> <p>(i) Advance Payment:(not applied) section VIII</p> <p>(ii) On Shipment:the purchaser should pay to the supplier according to percent of the Contract Price of the Goods shipped 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.</p> <p>(iii) - .50% upon submitting shipping documents.</p> <p>- 50% after the arrival of materials to the warehouses of kimadia and acceptanceand release award</p> <p>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.</p> <p>B. Payment for Goods and Services supplied from within the Iraq:</p> <p>Payment for Goods and Services supplied from within Iraq shall be made in Iraqi Dinar, as follows upon receipt the financial allocation :</p> <p>(i) Advance Payment: 10% operational advance and upon receipt the financial allocation of the contract based on the instructions of implementation the federal budget .</p> <p>(ii) the remaining 90% after success of item in the laboratory tests and</p> <p>(iii) the condition which mention above will be agreed by two parties as per kind of item & contract amount.</p>

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GCC16.3	The payment or payments will be settled as soon as possible after receipt the result of laboratory tests according to the conditions announcement .
GCC 18	18.2 the contracting entity may increase the quantity of goods or materials or non-consulting services or amendment its technical specifications which contracted by not more than 20% of the contract amount .
GCC 19	19.1 - any change not allowed in contract unless there are agreement between the two parties otherwise the 2nd party considered a breach by his contractual commitments and kimadia has the right to take legal procedures or impose penalty at ratio not less than 1% and not more than 5% for shipping Qty for the arrival item and not comply with our contractual conditions.
GCC 20.1	can not be waived of contract or apart of it
GCC 21	<p>21.2 in addition to what mentioned in general conditions of contract consider the following reasons upon extension the contract :</p> <p>First:</p> <p>A. If 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. If 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>C.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>
GCC 22	<p>22.1 a- Amount of contract (original amount of contract \pm any amendment in amount) / the total duration of contract (original duration of contract \pm any change in duration) x 10% = fine per day that dose 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- 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</p>

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	<p>supplier item or service required matching and ready for use according to the conditions of contract and the application of equation as follows</p> <p>The value of commitment not implemented /total duration of contract X 10% =fine per day</p> <p>c- The first party has the right to take legal action against the second party after warning him officially within (15) days from date of warning and before reaching the delay penalties its max.</p> <p>-When the contracted company hide any essential information which will be discovered later on , legal procedures will be taken or imposing a penalty at rate not less than 1% and not more than 5% of the quantity shipped for the arrived material and violated of our contractual conditions.</p>
GCC 23	2 3.1
GCC 24	Paragraph 24 should be deleted from general conditions
GCC 27.2.2	<p>This cluse from general conditions contract it should be as:</p> <p>for contracts with Supplier national of Iraq:</p> <p>“In the case of a dispute between the Purchaser and a Supplier who is a national of Iraq, the dispute shall be referred to conciliation or arbitration in accordance with the laws of the Iraqi Laws and guardianship of the Iraqi judicial system and according to adopted procedures.”]</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>
GCC 28	Deleted
GCC 31.1	<p>[insert:thePurchaser’s address for notice purposes and if by cable is acceptable]</p> <p>[insert:theSupplier’s address for notice purposes and if by cable is acceptable]</p>

GCC 32	<p>The collection of Government debts will be applicable as per the Iraqi Law for collecting government debts No.56 of year 1977.</p> <p>- 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.</p> <p>1- Interpolation amount (100) hundred thousand Iraqi Diner upon request for exchange the border outlet .</p> <p>2- Interpolation amount (25) twenty five thousand Iraqi Diner for each unloaded & loading receipt for each shipment that arrived to the target store</p> <p>3- Interpolation amount (10) ten thousand Iraqi Dinar for parking & overnight the trucks that specified for transport the drug & appliances to our warehouse.</p> <p>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</p> <p>- All bank charges (opening, issuing for L/C and amendments fees ...etc) inside and outside Iraq are on the seller account</p>
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Special Conditions of Contract
PHARMACEUTICALS
(Additional Clauses)

{ **Note: The below data should be included in the Special Conditions of Contract used in Bidding Documents for the procurement of pharmaceuticals, otherwise, delete**}

GCC 11.1 & 11.3	<p>For Goods supplied from abroad:</p> <p>(ix) One original of the Certificate of Pharmaceutical Product as recommended by the WHO for each of the items supplied.</p> <p>(x) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods.</p> <p>(xi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies.</p>
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Special Conditions of Contract
VACCINES
(Additional Clauses)

GCC 11.1 & 11.3	<p>For Goods supplied from abroad:</p> <ul style="list-style-type: none"> (ix) one copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped. (x) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods. (xi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies. <p>For Goods from within the Purchaser's country:</p> <ul style="list-style-type: none"> (x) one copy of the Lot Release Certificate issued by the NCA of the country of manufacture for each lot shipped.
GCC 15.1	<p>[Sample clauses:</p> <p>The Purchaser reserves the right to request evidence of bio-availability and/or bio-equivalence data and/or evidence of the basis for expiration dating and other stability data concerning the Goods to verify shelf life claimed for the Goods.</p> <p>If an adverse event following immunization (AEFI) occurs in the Purchaser's country and the cause of such event cannot be immediately established, the Purchaser will, with all urgency and in accordance with the procedures laid down by the NCA of the Purchaser's country, take steps to advise the Supplier in order that an investigation may be launched immediately. If the vaccine has been supplied through an agency of the United Nations, the most current procedures laid down by the WHO for such situations will be used.]</p>



SECTION IX. CONTRACT FORMS

NOTES PREPARING THE CONTRACT FORMS

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

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

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”

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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 _____¹, or on the ____ day of _____, 2____,² 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]

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

² 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."