

## Standard Sectorial Bidding Documents For the Purchase of Medical Supplies

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

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

**The Project Name/Tender:** SUP 91NUS /2024/44R

Date: issued in date 20/10/2024

Announcement Date: 20/10/2024

Closing Date: 18/11/2024

**Anonncement period:** (30 days)

## Letter of Invitation / advertisement:

**SUP 91NUS /2024/44R** on the recent Iraqi Federal Budget

To: M.S

Subject /

The Ministry of Health / The State Company For Marketing Drug Medical Appliances (kimadia ) is pleased to invite qualified and experienced Bidders to submit their bids for the supplying of **[Medical Appliances]** noting the following:

- 1- Eligible Bidders who desire to obtain additional information, shall contact Ministry of Health / The State Company For Marketing Drug Medical Appliances (kimadia )/Drug Media Department & the Public Relations- 5<sup>th</sup> floor ,position of MOH(Ministry of Health),E-mail ([dg@kimadia.gov.iq](mailto:dg@kimadia.gov.iq) ) & Kimadia website is([WWW.kimadia.gov.iq](http://WWW.kimadia.gov.iq) )and inspect the bidding documents at the address given below from( 8:30 AM) to (2:30 PM) at Baghdad time. as indicated in the Instructions to Bidders (ITB).
- 2- Required qualification requirements:the legal, technical, financial requirements as state in Bidding Document.
- 3- Interested Bidders can purchase the Bidding Forms after submitting a written application by the authorized manager of the company or who authorizes him legally to the address specified in the Bid Data Sheet (BDS) and after paying the value of sale of the documents, amounting to and upon payment of a non-refundable & the price of buying tender will be by lump sum as follows:
  - a- (1.000.000)one million Iraqi Dinar for the tender which charge (1.000.000) Dollars or less than .
  - b- (2.000.000)two million Iraqi Dinar for the tender which charge more than (1.000.000) Dinar.
  - c- (150) dollar for general tender.
  - d- (1000) thousand dollar for awarded against Medical Appliances( by direct invitation or the method of tender only or other

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method that exception of obligate the company to present receipt buying according to execute instructions.)

Otherwise the offer will be neglect it.

The method of payment fee will be cash & the Bidding Document will be sent as state in ITB&the bidder who is previously participated in the re-announced bid to submit the previous purchasing receipt with the re-announced tender documents & in case that the prices for purchasing these documents are adjusted, the bidder shall bear the difference between the two prices in case of an increase in the price & be accompanied by his bid for the first & second connections .

- 4- Bids shall be submitted to the following address befor or on the specified date [ 18/11/2024 ] until (2:30pm ) at Baghdad time otherwais it will not recepte the Bids &Late bids will be rejected and bids will be opened in the presence of Bidders or their representatives who desire to attend at the following address on the date [ 19/11/2024 ] & time [9:00am]at Baghdad time .

All bids must be accompanied by a Bid Security of [insert amount in Iraqi Dinar)atratio 1% from the estimated cost on condition issued from Iraqi dependable bank according to report issued from the central bank for the bank financial performance & it depend on :

a- the primary insurance(Bid Bond) for the tender's applicant will not be accepted unless they are inform of guarantee letter or legalize check or svtjh or receipt & the swift of a guarantee letter or direct bond are not accepted.

b-Bid Bond should submit by the bidder or any of the share holders of the company or companies participate under contract for the benefit of contracting party as mention in attached sample in Bidding Forms/part 4<sup>th</sup>.

c-Public companies exempt from submitting the bid bond & letter of guarantee good execution stipulated by instruction of implementation the contracts (no.2) year 2014.

d-the Letter of guarantee issued from company which contracted with it or with its legal authorized for issuing the Letter of guarantee under formal & certified authorization.

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

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

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

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

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

g-the initial insurances shall be submitted within the offer to the committee for receiving & opening bids, & in the event that the initial insurances are a form of receipt to be paid directly to the finance department & the receipt is attached to the offer submitted to the committee for receiving & opening offers

k-the person who wins the tender shall bear the fees for publishing, announcement & re-announcement

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

Tel.4157667,Mobil:707705419074,

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

[WWW.kimadia.gov.iq](http://WWW.kimadia.gov.iq)

[dq@kimadia.gov.iq](mailto:dq@kimadia.gov.iq)

**PH. ....**

Director General of The State Company for Marketing Drug Medical Appliances (Kimadia)

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## Contents

### **Part One - contracting Procedures**

It contains the following sections;

**Section I: Instructions to Bidders (ITB)**

This Section provides information that assist Bidders to prepare their bids. It also provides information on the method of submission, opening and evaluation of bids as well as awarding of contracts. Section I contains the provisions, to be used without amendment.

**Section II: Bid Data Sheet (BDS)**

This Section contains provisions of the supplying process and is complementary to what is stated in Section I.

**Section III: Evaluation and Qualification Criteria**

This section defines the criteria used to designate the lowest-price bid, and the qualification requirements, to be provided in the bidder for the completion of the contract.

**Section IV: Bidding Forms**

This Section includes the bidding forms and the Price Schedule to be submitted herewith

**Section V: Eligible Countries**

This Section contains information about eligible countries

## **Part Two - Contracting requirements**

This section contains the following:

### **Section VI: Contracting Requirements List**

This Section contains a list of Medical Supplies and the related services thereto, the supplying and submission curricula schedules, the technical specifications and drawings; describing the Medical Supplies and related services thereto, to be supplied.

### **Part Three: Contract terms and Forms**

It contains the following sections:

### **Section VI: Contracting Requirements List**

This Section includes the general clauses that apply to each contract. The texts of clauses included therein cannot be amended.

### **Section VIII: Special Conditions of Contract (SCC)**

This Section includes clauses, specific to each contract that amend or supplement the General Conditions of Contract listed in section VII.

### **Section IX: Contract Documents**

This Section contains the contract form which, upon completion, includes corrections and amendments to the bid approved and permitted in accordance with Instructions to Bidders and the General and Special Conditions of Contract.

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**Part One: Contracting procedures**  
**Section I- Instructions to Bidders (ITB)**



## Articles/Clauses schedule

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## A. INTRODUCTION

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

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

## B. THE BIDDING DOCUMENTS

<b>3. Content of Bidding Documents</b>	3.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 5:
	Section I. Instructions to Bidders (ITB)
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	<p>Section II. Bid Data Sheet (BDS)</p> <p>Section III. Evaluation and Qualification Criteria</p> <p>Section IV. Bidding Forms</p> <p>Section V. Qualified Countries</p> <p>Section VI. Schedule of Requirements</p> <p>Section VII. General Conditions of Contract (GCC)</p> <p>Section VIII. Special Conditions of Contract (SCC)</p> <p>Section IX. Contract Forms</p>
	3.2 The "Invitation for Bids" does not form part of the Bidding Documents..
<b>4. Clarification of Bidding Documents</b>	<p>4.1 A prospective Bidder requiring any clarification of the Bidding documents shall contact the Contracting Entity in writing or by cable, (the term "cable" is deemed to include electronic mail, telex, or facsimile) at the Contracting Entity's address indicated in the Bid Data Sheet. The Contracting Entity will respond in writing to any request for clarification, for example, if the announcement period is (15) days, the inquiry shall be not less than (10) days. According to the period of advertisement, copies of the Contracting Entity's response shall be sent to all prospective Bidders who have purchased the Bidding documents, including a description of the inquiry but without identifying its source.</p> <p>4.2 In order to maintain the confidentiality of the procedures during the Bid advertisement period, information about the names and addresses of Bidders and their agents shall not be disclosed to any unconcerned party.</p>
<b>5. Amendment of Bidding Documents</b>	5.1 At any time prior to the deadline for submission of bids, the <b>Contracting Entity</b> may amend the Bidding Documents by issuing Addenda.
	5.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 3.1 and shall be communicated in writing to all purchasers of the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.
	5.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the <b>Contracting Entity shall extend</b> , at its discretion, the deadline for submission of bids, in which case, the Contracting Entity will

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	notify all Bidders by cable confirmed in writing of the extended deadline. The Contracting Entity shall advertise any extension of the deadline for bid submission in same media as was done for the Short Procurement Notice of this tender.
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## C. PREPARATION OF BIDS

<b>6. Eligibility</b>	6.1 This bidding process is <b>open to qualified firms from any Eligible country as specified in Section - V. The Firms may be excluded from bidding if:</b>
	<p>1.1 (a) the firms have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :</p> <ul style="list-style-type: none"> <li>(i) they have a controlling partner in common; or</li> <li>(ii) they receive or have received any direct or indirect subsidy from any of them; or</li> <li>(ii) they have the same legal representative for purposes of this bid; or</li> <li>(iii) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Contracting Entity regarding this bidding process; or</li> <li>(iv) a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one bid.</li> <li>(v) The bidder has submitted the specifications or otherwise documents that will be used in contracting on the (Medical Supplies), subject matter of this bidding documents by a request of the contracting entity</li> </ul>
	(b) Government-owned entities in the Republic of Iraq, if they cannot establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Contracting Entity.
	6.2 Staff of the Government and Public Sector cannot

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	participate directly or indirectly in Public Tenders
	6.3 A firm declared Black listed or Suspended by the competent authorities shall be ineligible to bid during the period of time determined. A list in this regard is available on the website <b>specified in BDS</b> .
<b>7. Documents Establishing Eligibility of Medical Supplies and Services and Conformity to Bidding Documents</b>	<p>7.1 Pursuant to ITB Clause 12, the Bidder shall furnish, as part of its bid, documents establishing, to the Contracting Entity's satisfaction, the eligibility of the Health Sector Medical Supplies and Medical Equipment and services to be supplied under the Contract.</p> <p>7.2 The documentary evidence of the eligibility of the Medical Supplies and Services shall consist of a statement in the Price Schedule of the country of origin of the Medical Supplies and Services offered that shall be confirmed by a certificate of origin to be issued at the time of shipment and approved by the competent Iraqi authorities in the country of origin; such an approval is waived for as required by the legislation in force and as stated in the Bid Data Sheet</p>
	7.3 The documentary evidence of conformity of the Medical Supplies and Services as <b>specified in Section VI Schedule of Requirements</b> may be in the form of literature, drawings, and data and shall consist of:
	(a) a detailed description of the essential technical and performance characteristics of the Medical Supplies;
	(b) an item-by-item commentary on the Contracting Entity's Technical Specifications demonstrating substantial responsiveness of the (Medical Supplies) to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;;
	(c) any other procurement-specific documentation requirement as stated in the <b>Bid Data Sheet</b> .
	<p>7.4 Unless the <b>Bid Data Sheet</b> stipulates otherwise, the Medical Supplies to be supplied under the Contract shall be registered with the competent authority in Iraq. A Bidder who has already registered its Medical Supplies by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Contracting Entity either:</p> <p>(a) a copy of the Registration Certificate of the Medical Supplies for use in the Iraq.</p> <p>OR, if such Registration Certificate has not yet been obtained,</p>

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	<p>(b) evidence establishing to the Contracting Entity's satisfaction that the Bidder has complied with all the documentary requirements for registration as specified in <b>the Bid Data Sheet</b>.</p> <p>(c) it is permitted to take exception by the health minister.</p> <p>7.4.1 The Contracting Entity shall at all times cooperate with the successful Bidder to facilitate the registration process within Iraq. The agency and contact person able to provide additional information about registration are identified in the <b>Bid Data Sheet</b>.</p> <p>7.4.2 (a): If the Medical Supplies of the successful Bidder have not been registered in Iraq at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained.</p> <p>(b) : minister of health has the right to take exception for the winner bidder from submitting registration certificate at the time of signing contract.</p>
	<p>7.5 For purposes of the commentary to be furnished pursuant to ITB Sub-Clause 7.3 (b) above, the Bidder shall note that standards as well as references to brand names designated by the Contracting Entity in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalog numbers in its bid, provided that it demonstrates to the Contracting Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p>
<b>8. Qualifications of the Bidder</b>	<p>8.1 The Bidder shall provide documentary evidence to establish to the Contracting Entity's satisfaction that:</p>
	<p>(a) the Bidder has the financial, technical, and production capability necessary to perform the Contract, meets the Qualification Criteria <b>specified in Section III Evaluation and Qualification Criteria</b>.</p>
	<p>(b) in the case of a Bidder offering to supply Medical Supplies, identified in the Bid Data Sheet, that the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the manufacturer or producer of such Medical Supplies to supply the Medical Supplies in Iraq as per format of Manufacturer's Authorization Form in Section IV;</p>
	<p>(c) in the case of a Bidder who is not doing business within Iraq</p>

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

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

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	<p>Column 5(a): The price of Medical Supplies, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like Sales Tax, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the Medical Supplies quoted ex-factory etc. or on the previously imported Medical Supplies of foreign origin quoted ex-showroom etc. This will also include charges towards Packing &amp; Forwarding,</p> <p>Column 5(b): Any sales and other taxes and duties like Excise Duty, Sales Tax etc., which will be payable on the Medical Supplies in Iraq if the Contract is awarded;</p> <p>Column 5(c): Inland Transportation, Insurance, Loading/ Unloading and other incidental costs till to delivery of the Medical Supplies to their final destination as specified in the Schedule of Requirements.</p> <p>Column 5(d): The Price of Incidental Services including installation, demonstration and onsite training at End-users' site, if applicable, as mentioned in Schedule of Requirements.</p> <p>14.3.2 For Medical Supplies offered from abroad, the prices under Column 5 in the corresponding Price Schedule as per format in <b>Section IV</b> (3) shall be entered separately in the following manner:</p> <p>Column 5(a): The price of Medical Supplies quoted CIP at port/airport of destination;</p> <p>Column 5(b): The price of Medical Supplies quoted DDP (Delivery Duty Paid) at End-user site in Iraq as specified in the Schedule of Requirements.</p> <p>Column 5(c): The price of Incidental Services including installation, demonstration and onsite training at End-users' site, if applicable, as mentioned in Schedule of Requirements;</p> <p>14.3.3 For Medical Equipment, Annual Maintenance Contract (AMC) at End-users' site for the stipulated years after warranty period in the Price Schedule as per format in <b>Section IV</b> (4), if applicable as specified in Schedule of Requirements. The cost of AMC may be quoted along with taxes applicable on the date of Bid Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later. During AMC contract period the Supplier shall keep sufficient stock of spares required during and will to attend to the break down calls</p>
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	promptly. An UPTIME warranty of 'x'% per year during Annual Maintenance Contract, if applicable, <b>as specified in Section VI Schedule of Requirements</b> should be provided. In such cases if the Down Time exceeds (100-x) % per year during AMC period, it will extend the AMC period by double the down time period.( <b>Not applicable</b> )
	14.4 The terms EXW, FCA, FOB, CIF, CIP, DDP, etc., shall be governed by the international rules for interpreting trading terms as prescribed in the current edition of INCOTERMS® published by the International Chamber of Commerce, Paris.
	14.5 The Bidder's separation of price components in accordance with ITB Sub clause 14.3 above will be solely for the purpose of facilitating the comparison of bids by the Contracting Entity and will not in any way limit the Contracting Entity's right to contract on any of the terms offered.
	14.6 Price quoted by Bidder shall be fixed during the currency of the Contract and not subject to any variation on any account.
	14.7.If more than one schedule (or lot) has been specified inSection VI Schedule of Requirements, these Bidding Documents allow Bidders to quote separate prices for one or more schedules (or lots). The Bidder may quote for one or more schedules (or lots) but are required to quote for all items and its full quantity of the Medical Supplies of that schedule. The Schedules (or lots) must be listed and priced separately in the Price Schedules. Bids shall be evaluated for each schedule (or lot) separately 14.8 Neglecting the offer based on a reduction of a percentage or a lump sum from any other bids submitted in the tender and not accepting any reservation and any reduction of the price submitted after the closing date of the bidding. The condition of not making changes after the notice of award shall be confirmed. Any letter requesting reduction after the closing date without the request of Kimadia will be neglected and not considered.
<b>15. Currencies of Bid</b>	15.1 Prices shall be quoted in the following currencies: (a) The Bidder shall express its prices for such Medical Supplies to be supplied from Iraq in the Iraqi Dinar. (b) The Bidder may express the bid price of the Medical Supplies to be supplied from abroad as indicated in the <b>Bid Data Sheet</b> .
<b>16. Period of Validity of Bids</b>	16.1 Bids shall remain valid for the period stipulated in the <b>Bid Data Sheet</b> after the date of bid submission specified in ITB Clause

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	20. A bid valid for a shorter period shall be rejected by the Contracting Entity as nonresponsive.
	16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Contracting Entity may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. The Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.
<b>17. Bid Security</b>	<p>17.1 The Bidder shall furnish as part of its bid a bid security in the form of an unconditional guarantee and payable upon first demand and in any of the following modes:</p> <p>(a) a bank guarantee as per format in <b>Section IV</b> ; or</p> <p>(b) a cashier's or certified check; or</p> <p>(c) or any mode depended by the contracting entity in data sheet.</p> <p>The amount of the Bid Security shall be as stipulated <b>in the Bid Data Sheet</b> and in the <b>Schedule of Requirements in Section VI</b>.</p>
	17.2 The bid security shall be addressed to the Contracting Entity stating the number and title of the IFB and shall remain valid for a period of 28 days beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-Clause 16.2.
	17.3 The bid security shall, at the Bidder's option, be in the form of either or a Bank Guarantee from an accredited bank in Iraq and in accordance with the instructions of Central Bank of Iraq or certified check in the format provided in the Bidding Documents or any mode depended by the contracting entity in data sheet.. In the case of Bank Guarantee furnished from the banks outside Iraq, it should be endorsed and countersigned by accredited bank in Iraq by way of back-to-back counter guarantee.
	17.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Contracting Entity as nonresponsive.
	17.5 Upon the approval of the Contracting Authority, the Contracting Entity has the right to release the Bid Securities of the unsuccessful Bidders that are unlikely to be awarded the Contract before the end of the Bid Validity and after the referral recommendation has been made. In such a case, the Bid Securities of the first three (3) candidates Bidders shall be retained in view of ITB Sub-Clause 38.2
	17.6 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract and furnished the required performance security.

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	<p>17.7 The bid security may be forfeited</p> <p>(a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 16.2 and 22.3; or</p>
	<p>(b) in the case of a successful bidder, if the Bidder fails within the specified time limit to:</p> <p>(i) sign the contract, or</p> <p>(ii) furnish the required performance security.</p>
	<p>(c) In the case of Complaint and Appeal as per Clause 36 by an unsuccessful Bidder and when this complaint or appeal is found by the competent authorities to be for false or unjustified reasons. The amount of damage resulting from delaying the contract signature will be recovered from the Bid Security of the here above unsuccessful Bidder. However, such amount which forfeited from Bid Security which equale to the penalties value limited in accordance with the applicable Iraqi laws and procedures.</p>
	<p>1.2 17.8 If the bid security is not provided by some Bidders, due to exemption provided by the Iraqi applicable laws, as in the case of Public Companies or others as specified in <b>Bid Data Sheet</b> Sub-Clause 17.1, and</p> <p>a) if such a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2, or</p> <p>b) if such a Bidder is nominated as a successful Bidder and fails to: sign the Contract in accordance with ITB Clause 37; or furnish a performance security in accordance with ITB Clause 38;</p> <p>the Contracting Entity may, if provided for in the <b>Bid Data Sheet</b>, declare the Bidder disqualified to be awarded a contract by the Contracting Entity and proceed with the administrative actions as stated in the <b>Bid Data Sheet</b>.</p>
<b>18.Format and Signing of Bid</b>	<p>18.1 The Bidder shall prepare an original and it is permitted to be as ( compact disk ) with the technical bid , while the financial bid should be submitted in one written original copy .</p>
	<p>18.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 12.1, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The authorization shall be indicated as specified in the <b>Bid Data Sheet</b> by those legally authorized to signed, which pursuant to ITB Sub-Clause 12.1 (c) shall accompany the bid. The Bidder has to ensure</p>

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

## D. SUBMISSION OF BIDS

<b>19. Sealing and Marking of Bids</b>	<p>19.1</p> <p>19. Sealing and Marking of Bids</p> <p>19.1</p> <p>(A) Bids shall be delivered by hand, by email, or by express mail as specified in the BDS.</p> <p>(B) The Bidder shall enclose the original and each copy of the bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes containing the original and copies shall then be enclosed in another envelope as stipulated in the Bid Data Sheet.</p>
	<p>19.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>(a) bear the name and address of the Bidder and Bidder stamp on four corners;</li> <li>(b) be addressed to the Contracting Entity at the address given in the <b>Bid Data Sheet</b>;</li> <li>(c) bear the Tender, Tender number. and IFB number indicated in the <b>Bid Data Sheet</b>; and</li> <li>(d) bear a statement "DO NOT OPEN BEFORE [date and time]" to be completed with the time and date specified in the Bid Data Sheet relating to ITB Sub-Clause 20.1.</li> </ul>
	<p>19.3 If the outer envelope is not sealed, stamped and marked as required by ITB Sub-Clause 19.2 and in accordance with the applicable Iraqi laws, the Contracting Entity will assume no responsibility for the misplacement or premature opening of the bid.</p>
<b>20. Deadline for</b>	<p>20.1 Bids must be received by the Contracting Entity at the</p>

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<b>Submission of Bids</b>	address specified in ITB Sub-Clause 19.2 (b) no later than the time and date specified in the <b>Bid Data Sheet</b> . A receipt will be provided by the Contracting Entity against each Bid submitted. One copy of the receipt will be for the Bidder, and the second copy will be kept by the Contracting Entity for a further reference
	20.2 The Contracting Entity may, at its discretion and before the deadline, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 5.3, in which case all rights and obligations of the Contracting Entity and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
<b>21. Late Bids</b>	21.1 Any bid received by the Contracting Entity after the deadline for submission of bids prescribed in ITB Clause 20 will be rejected
<b>22. Modification and Withdrawal of Bids</b>	22.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative with a valid proof of the authorization, is received by the Contracting Entity prior to the deadline prescribed for submission of bids.
	22.2 The Bidder's modification or substitution shall be prepared, sealed, marked, and dispatched prior to the deadline for submission of bids and as follows: <ul style="list-style-type: none"> <li>(a) The Bidder shall provide an original and the number of copies specified in ITB Sub-Clause 19.1 of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATION-ORIGINAL" or "BID SUBSTITUTION-ORIGINAL" and "BID MODIFICATION-COPIES" or "BID SUBSTITUTION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID MODIFICATION" or "BID SUBSTITUTION."</li> <li>(b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 19.2 and 19.3.</li> </ul>
	22.3 A Bidder wishing to withdraw its bid shall notify the Contracting Entity in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for submission of bids and shall: <ul style="list-style-type: none"> <li>(a) be addressed to the Contracting Entity at the address named in ITB Sub-Clause 19.2 (b)</li> <li>(b) bear the Invitation for Bids (IFB) title and number indicated in named in ITB Sub-Clause 19.2 (c) and</li> </ul>

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	the words "BID WITHDRAWAL NOTICE" and (c) be accompanied by a valid written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.
	22.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 22.3, shall be returned unopened to the Bidders.
	22.5 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 16. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security, pursuant to ITB Sub-Clause 17.7.

## E. OPENING AND EVALUATION OF BIDS

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

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	members shall sign on all pages of the price schedules of the original of each Bid.
	23.4 Bids (and modifications sent pursuant to ITB Sub-Clause 22.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
	<p>23.5 The Contracting Entity will prepare minutes of the bid opening at the end of the opening session, with the here above mentioned information of ITB Sub-Clauses 23.1, 23.2, 23.3, and 23.6 and including in minimum the following information about: --</p> <ul style="list-style-type: none"> <li>- sealing and stamping of the envelopes;</li> <li>- bid prices ( unit price for each lot if it is available ) in addition to any conditional pricing or discounts based on other Bids;</li> <li>- marking (with the signature of the Chairman of Bids Opening Committee and the members) of any alteration, erasure, correction made by the Bidder on the prices schedules (while slashing un-priced items with horizontal lines);</li> <li>- Bidder's signature of the Bid Submission Form and other attached Bid Forms and of every page of the price schedules;</li> <li>- number of pages of each Bid;</li> <li>- any other relevant remarks and reservations made by the Bidder on the Bid;</li> <li>- any other remarks and general description and highlights to be made by the Committee on any attachments to the Bid. All Bid's content and attachments will be initialed by the Bids Opening Committee. All the pages of the quoted Price Schedule of the Bidders shall be signed by the chairman and members of the Committee</li> </ul>
	23.7 The Bidder's representatives who are present shall be requested to sign the minutes with the right to add any comment on the performance of the Committee. The omission of a Bidder's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Bidders who wish to retain its copy.
	23.8 All Bids' prices, technical specifications, and implementation periods will be officially placed on the Contracting Authority's bill board while stating that these are to be analysed and verified further.
	23.9 The Bids will be referred by an official report to the Bids Evaluation Committee according to the agreement of The Contracting Entity chairman.

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<b>24. Clarification of Bids</b>	<p>24.1 During evaluation of the bids, only the Contracting Entity (evaluation &amp; analysis committee )may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Contracting Entity in the evaluation of the bids, in accordance with ITB Sub-Clause 27.1.</p> <p>If a Bidder does not provide clarifications of its bid by the date and time set in the Contracting Entity's request for clarification, its bid may be rejected.</p>
<b>25. Confidentiality</b>	<p>25.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.</p>
	<p>25.2 Any effort by the bidder to influence the Contracting Entity (evaluation &amp; analysis committee )in the Contracting Entity's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.</p>
	<p>25.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Contracting Entity on any matter related to its bid, it should do so in writing.</p>
<b>26. Examination of Bids and Determination of Responsiveness</b>	<p>26.1 The Contracting Entity (evaluation &amp; analysis committee ) will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.</p>
	<p>26.2 The Contracting Entity (evaluation &amp; analysis committee )may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p>
	<p>26.3 Prior to the detailed evaluation, pursuant to ITB Clause 29, the Contracting Entity (evaluation &amp; analysis committee ) will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation,</p>

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	exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Medical Supplies and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Contracting Entity's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
	26.4 If a bid is not substantially responsive, it will be rejected by the Contracting Entity (evaluation & analysis committee )and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Contracting Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.
<b>27. Correction of Errors</b>	27.1 Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid security shall be forfeited.
<b>28. Conversion to Single Currency</b>	28.1 To facilitate evaluation and comparison, the Contracting Entity will convert all bid prices expressed in the various currencies in which they are payable to Iraqi Dinar at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in Iraq.
	28.2 The currency selected for converting bid prices to a common base for the purpose of evaluation to common currency in Iraqi Dinar as on the date of Bid submission.
<b>29. Evaluation and Comparison of Bids</b>	29.1 The Contracting Entity (evaluation & analysis committee )will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 26.
	29.2 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on Delivery Duty Paid (DDP) End-users' site basis / Free Delivery at End-users' Site basis. The quoted AMC (Annual Maintenance Contract) .

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

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

## F. AWARD OF CONTRACT

<b>33. Award Criteria</b>	<p>33.1 Pursuant to ITB Clauses 29, 30 and 32, the Contracting Entity will award the Contract to the eligible Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p> <p>33.2 Before the award, the Contracting Entity has to verify from the competent authorities the validation of the substantial forms provided in the Bids including the Bid Security..</p>
<b>34. Contracting Entity's Right to Vary Quantities at Time of Award</b>	34.1 The Contracting Entity reserves the right at the time of Contract award to increase or decrease, by a rate of no more than 20% or reduce the quantity by no more than 15% of the contract value, and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
<b>35. Notification of Award</b>	35.1 Prior to the expiration of the period of bid validity, the Contracting Entity will notify the successful Bidder in writing or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted. At the same time, the Contracting Entity shall also notify all other Bidders of the results of the bidding, and shall publish the results as per the applicable Iraqi Laws identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the Price and currency it offered, as

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

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

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

## Bid Data Sheet (BDS)

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

### A. GENERAL

ITB 1.1	<p><b>Name of Contracting Entity:</b> The Ministry of Health / The State Company For Marketing Drug Medical Appliances (kimadia)</p> <p><b>Name of Purchasing Agent authorized by Contracting Entity:</b> none</p> <p><b>Type of medical appliances in IFB :</b>Medical Appliances as state in tender List</p> <p><b>Tender:</b> buying a medical appliances</p> <p><b>Tender Number:</b> <b>SUP 91 NUS / 2024 / 44 R</b> as listed in recentIraqi Federal Budget</p> <p><b>IFB Number:</b> <b>[ 44R ]</b></p> <p><b>The number and identification of schedules (lots)comprising this IFB is detailed in Schedule of Requirementsare:</b>table no. (1,2,4).</p> <p>the year of the Federal Budget as endorsed by competent authorities is recent balance specialize to buying the medical appliances for benefit The Ministry of Health / The State Company For Marketing Drug Medical Appliances (kimadia)</p> <p><b>The source of funding for this contractis:</b>Finance Ministry</p>
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## B. The Bidding Documents

ITB 4.1	<p><b>Contracting Entity's address:</b> Baghdad/bab-Almadhm /Ministry of Health / The State Company For Marketing Drug Medical Appliances (kimadia )/Drug Media Department &amp; the Public Relations- 5th floor , E-mail (<a href="mailto:dq@kimadia.gov.iq">dq@kimadia.gov.iq</a> ) Mobil: 07705419074</p> <p>Requests for Clarification are to be hand delivered or sent by surface mail accepted by E-mail.</p> <p>Adoption the bidder address which install in the tender &amp; address for correspondence &amp; communications, the bidder should notice the contracting party with any change to this address within seven days of receiving.</p> <p>-additional to IOB :</p> <ul style="list-style-type: none"> <li>- Specifying the date of <b>conference specialized</b> to answer all the participants in the bid inquiries will be on ( <b>11/11/2024</b> ) .</li> </ul>
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## C. Preparation of Bids

ITB 6.3	<p>List of disqualified bidders(un qualified legally) is available on the following website address Ministry of Planning <a href="http://WWW.mop.gov.iq">HTTP://WWW.mop.gov.iq</a></p> <p>Additional to ITB to be add the following point:</p> <ul style="list-style-type: none"> <li>-or lag or breach their previously contractual obligation with the same contracting Entityor with another contracting entity as per a legal documents .</li> <li>-Companies will be black listed for the following cases:</li> </ul> <p><b>a-Dealing with foreign boycotted companies.</b></p>
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	<p><b>b-</b>When a bribery or initiation of bribery action is proved to one of the official employees or collusion with him.</p> <p><b>c-</b>When prove there is forgery in the offer or any other tender documents.</p> <p><b>d-</b>When false details concerning the relegation are submitted leded to damages in the public benefit.</p> <p><b>e-</b>When there is a breach in the contracting invitation conditions or technical specification <b>for violation of the specifications &amp; not to be treated or compensated for the prepared materials</b> leded to damages in the public benefit.</p> <p><b>f-</b>When the seller not adhering with the professional rules &amp; conditions by following the illegal competitive ways <b>or engage in any case of corruption &amp; fraud,</b></p> <p><b>g-</b>When the seller not signing the contract after notified him with the relegation letter <b>&amp; without a legitimate excuse ,he means harming the public interest.</b></p> <p><b>h-</b>The work will be taking back when proved delay in executed the tender or breached his contractual obligations.</p>
7.2	<p>The legalization of certification will be per the <b>controls no. (13) that attached</b> instructions of implementation the contracts (No.2) year 2014.</p>
ITB 7.3 (c)	<p><b>Documentation requirements for eligibility of Medical appliances. In addition to the documents stated in Sub-Clauses 7.2 and 7.3 (a) and (b), the following documents should be included with the Bid:</b></p> <p><b>1-</b>present the certification of origin against the import items for contracting Entity that issued from the</p>

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manufactory country or producer country or the country who will be the last accumulation in case that a partner in producing the commodity more than one country or shipping country (exportation country) with reference to origin of import items which should be exact from the technique specification against the items or the equipment that will be exported to Iraq in condition there is a origin certified obligation from the shipping & supplier company of import items include it will bear all the finances & legality responsibility that considering of correct information that state in original certification of origin send by manufactory & producer side to supplier in the final ship country & we refer to (conditions No. 13/first/1 which include the two causes (A/B) certificate of origin issued & legalized from country of origin or from country which make the final collection, in case share in a production goods more than one country or shipping country (export country).

- 2-** (FDA and /or HPFB and /or, CE and/or, MOH) Certificates should be enclosed with the submitted offer for each item as well as the certified certificate of origin which should be confirmed that the medical appliances are wholly produced or manufactured in the country of origin (country of origin certificate should be certified & stamped from ministry of industry or chamber of commerce or industrial development and certified from Iraqi commercial attaché in country of origin or who its representative)
- 3-** To submit a certificate of company establishment for the manufacturer and supplier companies with the offer should be original, legalized and new.
- 4-** Presenting the final settlements which related to Manufacturer Company for the last five years final accounts which show a profit during the last five years

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	<p>average rates and the final settlements should be presented in English &amp; Arabic language only. &amp; the indicator of final fundamentalism accounts for recent five years is appositive.</p> <p><b>5-</b> The participant companies should submit their contracts prices with the other countries and neighbor countries to Iraq ,these attachment prices should be confirmed , signed and stamped by the company that submit the offer.</p> <p><b>6-</b> The supplier companies have to send samples for evaluation &amp; testing purpose and send samples for full items per each set(2 samples for each National code) otherwise the offer will be neglected Companies that participate in this bid which submitted samples and not get the relegation have to draw their samples within one month from the date of relegation otherwise our company (Kimadia) has the right to deal with these samples</p> <p><b>7-</b>The seller have to supply us with certificate confirm that the raw material for plastic items should be free from any PVC (poly vinyl chloride).</p>
ITB 7.4	"not" require.
ITB 11.1	<p><b>The language of the bid is:</b> Arabic &amp;English.</p> <p>In case of more than two permitted languages to Bid, the Bidders are permitted, at their choice, to submit their bids in one of the two languages above indicated. Bidders shall not submit bids in more than one language"}].</p>
ITB 12.1	<p>In addition to the documents stated in Paragraphs 12.1 (a) through (f) the commercial terms (name of manufacturer(produced company) ,origin of medical appliances , delivery time, method of delivery, packing details, entry port ,shipping port, shipping</p>

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way )&all the following documents:

**1-**The bidder which previously has been participating in the tender submit the prior purchase receipt together with tender documents which re announced, in case there is amendment in the prices of the tender documents the bidder will bear the difference in the price between two prices in case of increasing the price and attach with his offer the first receipt and the second. .

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

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

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

**5-** The companies have to obligate to submit The final calculation for last **two** years **certified by the commercial register** in case the company have not final calculations being lately institution

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

**7-**official certified letter from the manufacturing

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

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

**9-** In case that the medical appliances produced in sections and cannot produced in manufacturing company (the company undertakes to do so) otherwise that we recommend that the product is to be an exclusive supplier of the country of origin (the manufacturing company) and less expensive if a resource from one of the branches.

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

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

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

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

**A-** Your factories have to obliged with the

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technical international requirements (ISO) or others which dependable from MOH. For the manufacturer company

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

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

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

**E-** The required work plan

**14-** The supplier can request the confirmation of the L/C on his account on condition that it should be stated in the offer.

**15-** The seller should state the following information in his address when presenting his offer (district name, the street, building no. phone no. , fax no. , email)

**16- Presente samples within announcement period, other than , the tenders which not presente thier samples within announcement will be excluded(with possibility to acceptance the samples in necessary cases after closing date in a maximum (15) fifteen days ,on condition that, the committee of studying & evaluation tenders not started thier function by studying the presented tenders)..**

**17-The bidder have to present letter of non-objection issue from general commission for taxes & in case impossibility that, it will holding amount that cover the taxes & will released it after the acquaintance letter arrived which issue from general commission for taxes**

Sample clause:

Bidders who are not primary manufacturers shall provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified

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	quantities. A “primary manufacturer” is defined as a company that performs all the manufacturing and formulating operations needed to produce Medical Supplies, including processing, blending, formulating, filling, packing, labeling, and quality testing. The Bidder shall furnish a certificate from the competent Regulatory Authority (RA) that the manufacturer is licensed to manufacture the (Medical Supplies) offered
14	<p><b>14.1</b></p> <p><b>Training:</b></p> <p>Seller is responsible to submit training course for the medical, technical and Kimadia staff, inside and outside Iraq, F.O.C. and the training period must be enough and given in said training course on our request.</p> <p>The seller should specify the training value in the presented offer and its from the total contract.</p> <p>The second party has to execute the training clause within 180 days from date of notification for the ministerial order concerning the execution of the training clause &amp; after notificat the credit otherwise a delay penalty will be imposed per each delayed day from the amount specified for the training &amp; not exceed than 25% from training value(training value / training period X 25% = delay penalty for the day &amp; when the delay penalty reaches to the maximum as above mentioned , the first party has the right to take all legal procedures against the second party &amp; the second party will bear all the legal actions.</p> <p><b>14.3.2-</b> the price to be quoted on DDPat medical institution warehousesbasis in U.S. Dollar,</p> <p>14.3.3 The equation of maintenance contract as independent contract &amp; guarantee &amp; maintenance in supply the goods:</p> <p>a-the percentage of working of equipments &amp; tools</p>

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	<p>which work in good performance in X% along contract period</p> <p>b-in case pass out of order period the percentage will be 100% -X if it pass any out of order 100%-X then it should extension contract period double out of order period &amp; failures as compensation upon the equipments stop for this period it should not pass the extension of maintenance period that stat in contract</p> <p><b>14.6-As well as monition in ITB we will do:</b></p> <p>-Neglecting the offer based on reduction a percentage or fixed sum in any of the other presented offers in the tender and not accept any reservation and any reduction against the price presented after the closing date of tender we confirm on the condition for not made any change after the notification of awarding and any letter regarding decrease the prices of offered items after the closing date of the tender or direct invitation without request from KIMADIA will be neglected</p>
ITB 15.1	<p><b>b) Foreign currencies:</b> The prices should be submitted in U.S. Dollar by ink or by printing form (figures and letters) clearly without rubbing or scratching</p>
ITB 16.1	<p>The bid validity period shall be (365) days after the deadline for bid submission, Accordingly <b>to the article mentioned in the instructions for the bidders mentioned below,</b> each bid shall expire until <b>(18/11/2025)</b> &amp; it could be extent as per our request.</p> <p>Bid security must be valid twenty-eight (28) days after the end of the bid validity period. Accordingly, a bid with a bid security that expires before <b>(16/12/2025)</b> shall be rejected as no responsive.</p>

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ITB 17.1	<p>Public companies <b>will</b> exempt from submitting the bid bond and letter of guarantee good execution stipulated by instruction of implementation the contracts (no.2) year 2014.</p> <p><b><u>{If decided by the Contracting Authority</u></b> :The Contracting Authority has decided not to ask for Bid Securities in case they get exception from specialist sides.</p> <p>The amount of the bid security shall be [insert fixed amount equivalent to between 1% of the tender estimated value] Iraqi Dinar or its equivalent in a convertible currency from the list of currencies from which the Central Bank of Iraq quotes the rate of exchange to the Iraqi Dinar.</p> <p>As well as monition in 17.1from instruction to bidders ITB will be (c)or svthj or the primary insurance(Bid Bond) can be submit as receipt settled for contracting side account ( The State Company For Marketing Drugs Medical Appliances (kimadia ))</p> <p>It should be consider as follow:</p> <ol style="list-style-type: none"> <li>1- <b>Bid bond</b> should submit by the bidder or any of the share holders of the company or companies participate under contract for the benefit of contracting party and include a reference to the name and number of tender.</li> <li>2- <b>the letter of guarantee</b> should issued from company which contracted with it or with its legal authorized for issuing the bound under formal and certified authorization</li> <li>3- The submitting <b>the letter of guarantee</b> should attached with Litter of legalized issuing (private &amp; secret) send to kimadia by the bank who issued the bond.</li> </ol>
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	<p>4-the bond must issued by two languages (Arabic&amp; English).</p> <p>As well as monition in 17.7 will add the following phrase:</p> <p>1-(Or reject the correction on his arithmetical error in tender &amp; its reversal on awarded decision &amp;a legal action will be taken against your firm as state in instruction of execution a government contract) .</p> <p>2-when submitting unrealistic data &amp; in illegal ways &amp; in violation of the terms of the tender</p>
17.4	<p>Except the producer companies for drugs &amp; the manufactur for medical equipments that included in valid exception of minister which especially for sedate companies &amp; according to conditions of sedate companies with controls NO.(15) for respectable companies attached to the instructions for implementing government cotracts no. (2) of 2014</p>
ITB 17.8	<p>If the Bidder defaults under the actions prescribed in subparagraphs (i) or (ii) of this provision, the Contracting Entity will declare the Bidder in violation &amp; without injustice be any another arrangement and will inform the Ministry of Planning and Economic Development to take the required actions against the violating Bidder (including Suspension his participant or Black Listing) as per the applicable Iraqi laws.</p> <p>As well as monition in ITB we will do:</p> <ul style="list-style-type: none"> <li>- If the participants in the tender reject executing the contract after notification with awarding, the following procedures will be taken against bidder:-</li> <li>a- the bid bond will be confiscate for the participate upon his obstinate.</li> <li>a- The contract will be transferred to the second participant if such attitude will achieve the common weal</li> </ul>

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	<p><b>b-</b> - The bidder will bear the price differences between the awarding if available.</p> <p><b>c-</b> Executing the contract on his account without needing to warn him or take any other legal procedure.</p> <p><b>e</b> -In case of breach the two candidate first &amp; second the contracting side has the right to refer the tender on third bidder &amp; each of two breach the difference of price according to the difference amounts for their nomination &amp; confiscated the bid bond for two.</p> <p><b>F</b>-In case of breach the third candidate the bid bond will confiscate &amp; re-announcing ear the three breach bidder the difference of price each on according to its price with confiscated the bid bond of three breach bidders.</p> <p><b>g</b> - Applied to three bidders the procedure which stipulated above when breached during the period of close date for tender.</p>
ITB 18.1	<p>Required number of copies of the bid as well as to original tender :( ) copies.</p> <p>It will amendment 18.1 from ITB to be:</p> <ul style="list-style-type: none"> <li>- Offer, should be submitted alive original signed copies stated on it( original copies)in technical &amp; commercial offer and the other one un priced and should be stamped by your firm each one included the web site and electronic address E-mail , full address for the supplying company , name of the legal authorized to sign and submitting three exactly copies of the offer noted by(identical original copy) with disk or C.D containing the required offer information, When substantial discrepancies incurred between the paper offer and the disk our company (Kimadia) has the right to neglect the offer and to rely on the paper offer if there is a simple discrepancies.</li> <li>- The prices should be submitted in USA Dollar &amp; stated in numbers &amp; writing for each item clearly</li> </ul>

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

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representative of the company not stated above provided that his authorization should fulfill the legal form and the required legalization.

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

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

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

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

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

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

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

**F**- If there is no ((diplomatic representation)) between Iraq and country of origin , so the legalizations should be made in a third country from the embassy of the country of origin and the Iraqi embassy in the third country and these improved by ministry of foreign affairs on signing and sealing of Iraqi embassy .

**(II)**-The company should mention in the

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	<p>authorization letter whether it's a manufacturer or supplier ((marketing company)</p> <p><b>(A)</b> In case of being supplier, you should explain the following:-</p> <ul style="list-style-type: none"> <li>-names &amp; specialties of the manufacturing companies.</li> <li>-you should have a legalized authorization letter from the manufacturing companies as mentioned above icon no. (I).</li> <li>-your manufacturing company should mention that you are a sole and exclusive (supplier) for all its products in Iraq.</li> </ul> <p><b>(B)</b> In case of being a manufacturer, you should explain the following:-</p> <ul style="list-style-type: none"> <li>- Mention &amp; verify your specialties (having special knowledge a particular system)</li> <li>- should mention a sole &amp; exclusive representative to deal with for all your products ,also should indicate names of your factories and branches by submitted an original establish certification &amp; certified that proved the company factories &amp; its branches.</li> </ul> <p><b>(C)</b> -the A.L should be legalized as mentioned in icon no (I).</p> <p><b>(D)</b> – submitting the manufacturing companies catalogue with (CD) laser including company's products to directorate general of medical information (DGMI) with certifying E-mail of manufacturing companies upon these authentic authorization and we will neglect any authorization which is not affix its E-mail.</p> <p><b>(III)</b> –Based on instructions of scientific bureaus No.4 for year 1998:</p>
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	<p>The company should specify the name of Iraqi scientific bureau &amp; the name of pharmacist who is licensed from Iraqi syndicate of pharmacists follow up and validity of the completion of technical data upon request by the committee of study and analysis in case of submitting the tenders through scientific bureau, or to forward an authorization for signing the contract as an agent also on the list of the submitted tender and its documents, The scientific bureau should be the exclusive representative to all company products or dealing directly with the company through formal authorize as shown in article no.(6)</p> <p><b>(IV)</b> –The authorization letter must be entitled to kimadia, the state company for marketing drugs and medical appliances, directorate general of medical information ((DGMI) fifth floor – relation section and before the closing date.</p> <p><b>(V)</b>- The name of scientific bureau scientific bureau will added in contract.</p> <p><b>(VI)</b>-The authorization issued by the manufacturer to marketing company, (in case of the contract with marketing company) should clarify the competence of marketing company concerning the following:</p> <p><b>A</b>-The signing of contract &amp;execution all its obligations, should be by the marketing company exclusively</p> <p><b>B</b>-The negotiation about technical affairs and prices.</p> <p><b>C</b>-To specify the beneficiary applicant &amp;details from documents L/C&amp; beneficiary from bank</p>
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	<p>account with the whole banking details the beneficiary who sign the contract with our firm is the same beneficiary (side)</p> <p><b>D-</b>To specify the correspondences &amp;the authorities which concerning with tenders as far as submitting it, stamp it, sign it ,open it &amp;submitting the prices without satisfaction to issue free authorization which is authorize all these competence</p> <p><b>E-</b>The confirmation to continuous of execution all contracting obligation &amp;the marketing company will bear a legal responsibility for the period of execution the contract even the period of authorization is ended.</p> <p>With reference to complete the whole procedures included the register at the company &amp;its products &amp; full address &amp;the details for manufacturing &amp; marketing companies &amp;to complete the stamps&amp; legalizations as it done now.</p> <p><b>F-</b>The contracted companies should submit the legal &amp;required assurances according to the conditions of invitation within stipulated period in these instructions.</p> <p><b>(VII)-</b>Mention the names of authorized persons who signing the contracts and their administrative description and examples of their signature</p> <p><b>8-</b>Your offers should include copies of all original legalized authorization from the manufacturing companies to the marketing companies also to present original legalized copies as in point (4) from article (6) to be</p>
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	<p>handed to DGMI include all legalization above.</p> <p><b>9-</b> An original letter of authorization should be sent from the manufacturer to the supplier within the closing date stating name of their exclusive agent, otherwise the offer will be neglected</p> <p><b>10-</b> Exclusion the tenders which not state in or in the authorization documents (the legality relationship between the company in clear &amp;candid way, e.g: the mother company &amp; its branch or the new company which result from sell or merger the companies with each other....etc).</p>
18.3	<p>As well as state in ITB we add:</p> <ul style="list-style-type: none"> <li>- Any article of bid documents condition should not be deletion also make any amendment in any kind.</li> <li>-the participant have no right to reject on any condition of the tender conditions.</li> </ul>

## D. Submission of Bids

ITB19.1A	Applicants are not entitled to submit their bids via e-mail
ITB 19.1B	The number of copies of the tender required in addition to the original tender is 3 copies
ITB 19.2 (b)	<p><b><u>For bid submission purposes, the Contracting Entity's address is :</u></b></p> <p><b>Attention:</b></p> <p><b>Street Address:</b> Baghdad/bab-Almadhm ,Ministry of Health</p> <p><b>Floor/Room number:</b> Ministry of Health / The State Company For Marketing Drug Medical Appliances</p>

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	<p>(kimadia ) /6<sup>th</sup> floor/Financial Dept./receipt &amp; opening the tender committee</p> <p><b>City:</b> Baghdad</p> <p><b>Country:</b> Iraq</p>
ITB 19.2 (c)	<p><b>The Tender, Tender No. and IFB No are:</b></p> <p><b>Tender: [ SUP 91NUS /2024/44R ]</b></p> <p><b>Tender No.:</b> contract of supply the medical appliance arranged on the Iraqi Federal Budget]</p> <p><b>IFB No:</b> [insert IFB reference number]</p> <p>Additional to which stat in this clause (present by international express)Offers that are sent by international express should be sent with all authorization letters and documented papers (original and legalized) in separated envelope in order to be checked and it should be reached to kimadia before the closing date, stating on the outer envelope: the name and no. of the tender, full name and address of the company inside and outside Iraq, otherwise the offer will be neglected, or the offer should be handed directly to the offers receiving committee at the state company of marketing drugs and medical appliances, ministry of health building before or within the closing date; otherwise the offer will be neglected.</p> <p>-The additional forward enclosures with the offer.</p> <p>-Number of pages for each offer</p>
ITB 20.1	<p>--A receipt is issued by the contracting entity to each bidder upon receipt of the bid, &amp; the contracting entity keeps a copy for later reference</p> <p>-Deadline for bid submission is: <b>close date(18/11/2024 : [in at 2:30pm</b> in local time of Baghdad-Iraq]. If the closing day falls on an official holiday the new closing date shall be in the first</p>

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	working day following the holiday
<b>20. Deadline for Submission of Bids</b>	20.1 Bids must be received by the Contracting Entity at the address specified in ITB Sub-Clause 19.2 (b) no later than the time and date specified in the <b>Bid Data Sheet</b> . A receipt will be provided by the Contracting Entity against each Bid submitted. One copy of the receipt will be for the Bidder, and the second copy will be kept by the Contracting Entity for a further reference
	20.2 The Contracting Entity may, at its discretion and before the deadline, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 5.3, in which case all rights and obligations of the Contracting Entity and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
<b>21. Late Bids</b>	21.1 Any bid received by the Contracting Entity after the deadline for submission of bids prescribed in ITB Clause 20 will be rejected
<b>22. Modification and Withdrawal of Bids</b>	22.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative with a valid proof of the authorization, is received by the Contracting Entity prior to the deadline prescribed for submission of bids.
	22.2 The Bidder's modification or substitution shall be prepared, sealed, marked, and dispatched prior to the deadline for submission of bids and as follows: <ul style="list-style-type: none"> <li>(a) The Bidder shall provide an original and the number of copies specified in ITB Sub-Clause 19.1 of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATION-ORIGINAL" or "BID SUBSTITUTION-ORIGINAL" and "BID MODIFICATION-COPIES" or "BID SUBSTITUTION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID MODIFICATION" or "BID SUBSTITUTION."</li> <li>(b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 19.2 and 19.3.</li> </ul>
	22.3 A Bidder wishing to withdraw its bid shall notify the Contracting Entity in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for submission of bids and shall: <ul style="list-style-type: none"> <li>(a) be addressed to the Contracting Entity at the address named in ITB Sub-Clause 19.2 (b)</li> <li>(b) bear the Invitation for Bids (IFB) title and number</li> </ul>

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	indicated in named in ITB Sub-Clause 19.2 (c) and the words "BID WITHDRAWAL NOTICE" and (c) be accompanied by a valid written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.
	22.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 22.3, shall be returned unopened to the Bidders.
	22.5 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 16. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security, pursuant to ITB Sub-Clause 17.7.

### E. Bid Opening and Evaluation

ITB 23.1	<p>The bid opening shall take place at:</p> <p><b>Street Address</b> Baghdad/bab-Almadhm ,Ministry of Health</p> <p><b>Floor/Room number:</b> Ministry of Health / The State Company For Marketing Drug Medical Appliances (kimadia ) /6<sup>th</sup> floor/Financial Dept./receipt &amp; opening the tender committee</p> <p><b>City :</b> Baghdad</p> <p><b>Country :</b> Iraq</p> <p><b>Date:</b> 19/11/2024</p> <p><b>Time:</b> at 9:00am</p>
<b>23. Bid Opening</b>	<p>23.1 The Contracting Entity (Bid Opening Committee) will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the <b>Bid Data Sheet</b>. Bidders' representatives shall sign a register as proof of their attendance.</p>
	<p>23.2 Envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal notice shall be permitted</p>

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	<p>unless the corresponding withdrawal notice with a valid authorization is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" with a valid authorization shall be read out and opened with the corresponding bid.</p>
	<p>23.3 All other Bids shall be opened one at a time, reading out: the name of the Bidder and the Bid Price of each item or schedule (or lot) including any discounts, and indicating whether there is: the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Contracting Entity may consider appropriate. No bid shall be rejected at bid opening</p> <p>All pages of the original of each Bid shall be stamped with the bid opening committee stamp and the bid opening committee members shall sign on all pages of the price schedules of the original of each Bid.</p>
	<p>23.4 Bids (and modifications sent pursuant to ITB Sub-Clause 22.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.</p>
	<p>23.5 The Contracting Entity will prepare minutes of the bid opening at the end of the opening session, with the here above mentioned information of ITB Sub-Clauses 23.1, 23.2, 23.3, and 23.6 and including in minimum the following information about: --</p> <ul style="list-style-type: none"> <li>- sealing and stamping of the envelopes;</li> <li>- bid prices ( unit price for each lot if it is available ) in addition to any conditional pricing or discounts based on other Bids;</li> <li>- marking (with the signature of the Chairman of Bids Opening Committee and the members) of any alteration, erasure, correction made by the Bidder on the prices schedules (while slashing un-priced items with horizontal lines);</li> <li>- Bidder's signature of the Bid Submission Form and other attached Bid Forms and of every page of the price schedules;</li> <li>- number of pages of each Bid;</li> <li>- any other relevant remarks and reservations made by the Bidder on the Bid;</li> <li>- any other remarks and general description and highlights to be made by the Committee on any attachments to the Bid. All Bid's</li> </ul>

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	content and attachments will be initialed by the Bids Opening Committee. All the pages of the quoted Price Schedule of the Bidders shall be signed by the chairman and members of the Committee
	23.7 The Bidder's representatives who are present shall be requested to sign the minutes with the right to add any comment on the performance of the Committee. The omission of a Bidder's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Bidders who wish to retain its copy.
	23.8 All Bids' prices, technical specifications, and implementation periods will be officially placed on the Contracting Authority's bill board while stating that these are to be analysed and verified further.
	23.9 The Bids will be referred by an official report to the Bids Evaluation Committee according to the agreement of The Contracting Entity chairman.
<b>24. Clarification of Bids</b>	24.1 During evaluation of the bids, only the Contracting Entity (evaluation & analysis committee )may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Contracting Entity in the evaluation of the bids, in accordance with ITB Sub-Clause 27.1. If a Bidder does not provide clarifications of its bid by the date and time set in the Contracting Entity's request for clarification, its bid may be rejected.
<b>25. Confidentiality</b>	25.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
	25.2 Any effort by the bidder to influence the Contracting Entity (evaluation & analysis committee )in the Contracting Entity's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
	25.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Contracting Entity on any matter related to its bid, it should do so in writing.
<b>26. Examination of Bids and</b>	26.1 The Contracting Entity (evaluation & analysis committee ) will examine the bids to determine whether they are complete, whether

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<b>Determination of Responsiveness</b>	any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
	26.2 The Contracting Entity (evaluation & analysis committee ) may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
	26.3 Prior to the detailed evaluation, pursuant to ITB Clause 29, the Contracting Entity (evaluation & analysis committee ) will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Medical Supplies and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Contracting Entity's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
	26.4 If a bid is not substantially responsive, it will be rejected by the Contracting Entity (evaluation & analysis committee ) and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Contracting Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.
27	Additional to state in IOB : - If paragraph or paragraphs did not record the price towards them in the tender .in this case the cost of the paragraph or paragraphs & with limits quantities assigned to the total price of tender.
ITB 29.4	Not applicable on supplying the Medical Appliances
ITB 30.1	-the second part obligate that the priority of primary material which manufacture inside Iraq in order to supply the contract item or to execute the project by the companies of Ministry of Industry & Mineral as

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	per the notification of Ministry of planning NO.16135 DATE 3/8/2017.
32	<p>32.2 /Additional to that state in IOB you should be consider the following :</p> <p><b><u>First :</u></b></p> <p>1-it is permissible for the contracting party (KIMADIA) or whoever is authorized to accept the tender study for all tender that are less than 20% of the estimated cost &amp; that exceed the estimated of the awarded at ratio not exceeding 20% &amp; when liquidity &amp; financial allocation for this purpose are provided, provided that a contractual obligation is not entered except within the permissible percentage of 10%.</p> <p>2-in case that a responsive bid is received &amp; the most appropriate price is the presence of a deviation rate in the cardiac analysis in some (unbalanced) clauses by more than 20% increase or decrease for each clauses separately ,the total of which does not exceed 10% of the total clauses is accepted than the awarded is accepted for this tender with the approval of the schedule of quantities priced by the contracting authority instead of the schedule of quantities of that bid with adjusting the total price of the tables, equivalent to the amount of the winning bid, by increasing or decreasing.</p> <p>3- Medical Appliances companies should register production sites TO enter before 1/5/2024 and after that companies are not allowed to enter tenders for Medical Appliances</p> <p><b><u>Second:</u></b></p> <p>1-the companies applying should obligate to submitting a list of the names &amp; numbers of foreign workers employed by them &amp; their required</p>

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	<p>specialization(experts,technicians,skilled workers,appointees)&amp; sending their certificate of experience &amp; technical qualifications to both the Ministries of Foreign Affairs &amp; Labor &amp; Social Affairs for the purpose of evaluating them in accordance with the laws &amp; instructions.</p> <p>2-the companies applying should obligate to replacing any individual within the cadre whose names appear in the aforementioned lists in the event that he is rejected by the relevant authorities.</p>
34	<p>34.1 / amendment this clause from IOB to read:</p> <ul style="list-style-type: none"> <li>- upon relegation , the Contracting Entity have right to increase or decrease the quantity of terms &amp; service that specified in schedule of Requirements , before contracting.</li> <li>- Manager of the commissioner( The State Company For Marketing Drugs Medical Appliances (kimadia )) has right to division the relegation of supply the medical appliances or the requier service</li> </ul>
ITB 37.1	<p>The Contract to be signed with the successful Bidder shall be written in the language in which the Bid was submitted, and which will be the language that shall govern the contractual relations between the Contracting Entity and the successful Bidder. A Bidder shall not sign a translated version of its Contract.</p> <p>As well as to edit the original copy of contract in Arabic language .</p> <p>It should be certified the contract as per the deepened procedures in this mater in Iraq.</p>
37.2	<p>successful Bidder who official informed about awarded has to signed the contract within period 30 days according to foreign companies from notification date of awarded &amp; the Iraqi companies has (14) working days from the date of notification of awarded</p>

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ITB 38.1	<p>A good performance execution shall be submitted within (after notification of awarded letter &amp; before signed the contract at presentage (5%) from contract value ) from the date of issuance of the award letter and its official notification</p> <p>-the supplier should submit with the offer obligation that he will present performance bond upon he notification by awarded .</p> <p>-additional to what state in Instructions to Bidders ,it added the following:</p> <p><b>a-</b> Present the Banking Warranty Language after issue awarded letter&amp; before signed the contract &amp; stil valid within contract period &amp;the warranty will not be cancelled until you receive a notification from kimadia &amp; the obligation will submit with the related offer ,</p> <p><b>b-</b> the bank guarantee should be issued by Iraqi governmental or private Iraqi dependable bank and that reliable government banks hasn,t the right to issue bank guarantee to forign 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 arbic language is one which depend on.</p> <p><b>c-</b>performance bond should issued from company which contracted with it or with its legal authorized for issuing the bound under formal and certified authorization should be submitted to the bank and include on the term of bond or attached letter issues from the bank which issuing it .</p> <p><b>d-</b> The submitting of performance bond should attached with letter of legalized issuing (private and secret) send to kimadia by the bank who issued the bond which not conditional and for the favour 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><b>e-</b> The companies &amp;scientific bureaus should take in consideration the following when issued the performance bond:-</p> <ol style="list-style-type: none"> <li>1-The letters of guarantee should issues by name of company which signed the contract.</li> <li>2-You should confirm the availability of contract NO.at letter of guarantee.</li> <li>3-You should mention the following article in letter of guarantee</li> </ol>
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	<p>(this bond subject and explain in all matters according to the Iraqi laws.</p> <p>4-The letter of guarantee should financially covered by the bank.</p> <p>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.</p> <p>6- Should be valid for one year from date of issuing.</p> <p>7-Should be not direct or conditional.</p> <p>8- 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.</p> <p>9-all letter of guarantee will not acceptable unless be accepted from the Iraqi central bank &amp; inter it to electronic web &amp; the Iraqi central bank confirm that to us .</p> <p>10-letter of guarantee should be in contract currency.</p> <p>11- The final insurance (performance bond)as receipt pay directly to treasury of contracting side ( The State Company For Marketing Drugs Medical Appliances (kimadia ))</p> <p>12- The contracts that amounts more than 25,000\$ or less or equal in Iraqi dinar according to exchanges price of Finance Ministry will delegate as specification year from letter of guarantee submit from company or the scientific bureau which authorized by syndicate pharmacists or supplier or marketer companies or commercial agent</p> <p>13- the instruction of supplying drug, serums, vaccine, appliances&amp; medical equipments &amp; services &amp; the Instructions of implementation the contracts No. 2 of 2014 &amp; the annexed terms &amp; dicisions are consider part &amp; parcel of announcement .</p>
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## **SECTION III. EVALUATION AND QUALIFICATION CRITERIA**

### **1. Evaluation Criteria**

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

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## 2. Qualification Criteria

Qualification requirements for Bidders Medical appliances are:{For **Health Sector Medical appliances**insert}

The following documents must be included with the bid:

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

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

- (a) *is incorporated in the country of manufacture of the Medical appliances;/ origin of country*
- (b) *has been licensed by the regulatory authority in the country of manufacture to supply the Medical appliances;*
- (c) *has manufactured and marketed the specific medical appliances covered by this Bidding Document, for at least [insert two (2) years or as per market availability], and for similar Medical appliances for at least five (5) years;*
- (d) *has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the medical appliances or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC), and has demonstrated compliance with the quality standards during the past two years prior to bid submission;*

a) e- Details of field quality control facilities, services and a set of tests conducted;

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

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

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

- (a) *a statement of installed manufacturing capacity;*
- (b) *copies of its audited financial statements for the past three fiscal years;*
- (c) *details of on-site quality control laboratory facilities and services and range of tests conducted;*
- (d) *list of major supply contracts conducted within the last five years and relevant certifications endorsed by respective Clients. }*

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

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

**2-finance capability & the ability**

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

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

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

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

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

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

**c-liquid pecuniary**

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

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

- Number of required work document of tender range between (1) to (3).

- Number of works that must required to similar works range between (5) to (10) years & it account will be as follow:

**\*\*cost to one of the similarworks(large, medium contracts) which covered (60%-80%) of assessment cost.**

**\*\* cost to one of the similar works (small contracts) covered (30% -70% ) of contract value that required to execute( not to stipulate the request for similar work in contracts whose estimated cost is less than (5) billion dinars , except in the case that the work is of a special nature & has a specific technology, & in this case, one similar work is required to be completed & within a period not exceeding (10) years before the deadline for submitting the bid, & the amount of the similar work shall not be less than (30%)of the estimated cost of the project)**

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

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

**5-domestic preference.**

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

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

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

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

**10- duration of the contract.**

**11-company position of registration.**

## SECTION IV. BIDDING FORMS

### NOTES ON THE BIDDING FORMS

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

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

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

**-Bid Submission Form**

- **Price Schedules.** for domestic (Medical Supplies) or goods of foreign origin available in Iraq

- **Price Schedules for (Medical Supplies) to be imported from Abroad**

**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.

**Sample Form for Performance Statement**

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**Tender / Number:** SUP 91NUS /2024/44R Medical Appliances(DDP)

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



# 1. Bid Submission Form

Date: **[ ]**{ContractingEntity to insert: Tender Number: **[SUP 91NUS /2024/44R]** }IFB Number: **[insertnumber]**}

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 Medical appliances under the above-named Contract in full conformity with the said Bidding Documents for the sum of:

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

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

2. We undertake, if our bid is accepted, to deliver the Medical appliances 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. The supplier will bear all clearance charges.

9. We agree to the following Eligibility Criteria:

- (a) We have nationality from Eligible countries as per ITB Sub-Clause-6.1 of Section-I.

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

10. We confirm that our website address is insert webside \_\_\_\_\_, 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**]*

---

**Tender / Number:** SUP 91NUS /2024/44R Medical Appliances(DDP)

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





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

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

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

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

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

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

Designation \_\_\_\_\_

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

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

Note: -

### 3. Price Schedule for Medical appliances to be imported from Abroad

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

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

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

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

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

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

Signature of

Bidder \_\_\_\_\_

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

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

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

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

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

**Tender / Number:** SUP 91NUS /2024/44R Medical Appliances(DDP)

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

### Appendix to 3. Price Schedule for Medical Supplies to be imported from Abroad (Section IV Bidding Forms)

1.	S –code	
2.	Company name	
3.	Company origin	
4.	Manufacturer name	
5.	Manufacturer origin	
6.	Company registration number	
7.	Company registration date	
8.	Beneficiary Name	
9.	Beneficiary Origin	
10.	National code	
11.	Medical Supplies Specification	
12.	UOM	
13.	Code Medical Supplies Specification of your Manufacturer	
14.	Medical Supplies Specification of your Manufacturer	
15.	Representative Bureau Name	
16.	Medical Supply registration number	
17.	Medical Supply registration date	
18.	Origin of the product	
19.	Exporting country	
20.	Delivery period	
21.	Transportation way	
22.	Entry point	

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23.	Terms of payment	
24.	Units per box	
25.	Units per pack	
26.	Units per Piece	
27.	Price per box	
28.	Price per pack	
29.	Price per Piece	
30.	Type of Currency	
31.	FOC	
32.	Quantity offered	
33.	Total price	
34.	Shelf life	
35.	<b>FDA,HPB,EMA,MHR or Swiss Medic Certificate</b>	
36.	Origin of raw material	
37.	Manufacturer Registration Number	
38.	Manufacturer Registration Date	
39.	Company address (name of street, lane no. , house no.)	
40.	Company Telephone	
41.	Company Fax	
42.	E-mail address	
43.	Web site of the company	
44.	Bank name	
45.	Bank address	
46.	Bank telephone	
47.	Bank fax	

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48.	Account number	
49.	Opening Date of invitation	
50.	Closing Date of invitation	
51.	Extension Date of invitation	

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

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

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

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

Signature of

Bidder \_\_\_\_\_

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

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

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

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

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

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**Tender / Number:** SUP 91NUS /2024/44R Medical Appliances(DDP)

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

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

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

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

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

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

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

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

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

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

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

Country of Origin Declaration Form

Item	Description	Code	Country

A confirmed certificate of origin shall be issued for all imported Medical Supplies at the time of shipment

## 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 IOB.]*

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

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

WHEREAS

We *[insert: **complete name of Manufacturer**]*, who are official manufacturers of *[insert: **type of medical appliances 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 Medical appliances, manufactured by us *[insert: **name and or brief description of the Medical appliances**]*, 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 Medical appliances 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 Medical appliances	Quantity	Date if completion of Contract		Reasons of delay, if any	Are the medical appliances supplied satisfactory?
					As per Contract	Actual		
1	2	3	4	5	6	7	8	9

---

**Tender / Number:** SUP 91NUS /2024/44R Medical Appliances(DDP)  
**Contracting Entity:** Ministry of Health /The State Company For Marketing  
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## **Section V. Eligible Countries**

Qualification for the provision of medical supplies, execution of works and services in the financed contracts by the purchaser:

1. The Purchaser is entitled to allow the firms and individuals from all countries to supply (Medical Supplies), works and services for projects financed by the Government of Iraq. As an exception, firms of a Country or (Medical Supplies) manufactured in a Country may be prohibited from participation in bidding in the following cases:
  - a- If the legislation or official instructions in force prohibit the Bidder's country from establishing commercial relations with the Purchaser's country, provided that the Purchaser is convinced that such prohibition will not prevent the fruitful competition for supplying medical appliances or executing works.
  - b- by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser's country is forbidden to import any medical appliances or pay any amounts to the Bidder's country.
2. For the information of bidders, at the present time firms, (Medical Supplies) and services from the following countries are excluded from this bidding:
  - (a) With reference to paragraph: 1-a above  
\_\_\_\_\_
  - (b) With reference to paragraph: 1-b above  
\_\_\_\_\_

## **PART 2**

# Contracting Requirements List

## SCHEDULE OF REQUIREMENTS

### Schedule: I List of Medical appliances, Delivery Schedule and Terms of Delivery:

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

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 Medical Supplies and Related Services required by the Contracting Entity

{The Contracting Entity shall include information and specifications in the schedules of medical supplies, as necessary)}.

Summary of technical specifications of medical supplies.

SUP 91 NUS-2024-44-R - (DDP) نبذة اساسي								
No	National code	ITEM DESCRIPTION	UOM	QTY.	note	Price in us dollar	origin	NOTE OF COST
1	Nus-DE17-096	Vegal nerve stimulator مكونات السيت (المواصفة) في حقل الملاحظات (٢) يرجى الرجوع اليه	set	580	مكونات السيت للمادة VNS ملحقات الجهاز هي قطع استهلاكية وملحق بها جهاز برمجة (غير استهلاكي) يستخدم للبرمجة من قبل الطبيب المعالج. ١٠٦ (استهلاكي) VNS-pulse generator* tumlling set * (استهلاكي) electrode* (استهلاكي) personal magnet* (استهلاكي) ملاحظة /نلحق بال (set) مادة programmer* وهي جهاز البرمجة الذي يعطى للطبيب لغرض تشغيل البطارية وبرمجة المريض وهو يعتبر معمر ثانوي ويطلب شرطا مع السيتات ونسبة ٤ لكل مائة set لتوزيعها على المستشفيات وبواقع جهازين لكل مستشفى على ان تتعهد الشركة بتوفير احدث الاصدارات لها الجهاز مجانا	21800	U.S.A	

**Note:**

**In case that are Appliance items (surgical sutures, Cochlear, hearing aids, artificial limbs) announced within the tender , so, kindly depend the special conditions that mention in (S.C.C )SPECIAL CONDITIONS IN CONTRACT)files which state in tender files by the bidders participating in the tender**

**Note;**

The percentage that state below applicable only on items that contain estimated price)

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

## PART 3

# CONDITIONS OF CONTRACT AND CONTRACT FORM

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**Tender / Number:** SUP 91NUS /2024/44R Medical Appliances(DDP)

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

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

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

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

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

## Section VII. General Conditions of Contract

### Table of Contents

1	Definitions
2	Application
3	Country of Origin
4	Standards
5	Use of Contract Documents and Information; Inspection and Audit
6	Certificates of medical appliances according to the laws of Republic of Iraq
7	Patent Rights
8	Good Performance Guarantee
9	Inspections and Tests
10	Packing.
11	Delivery and Documents
12	Insurance
13	Transportation.....
14	Payments
15	Prices
16	Amendment Orders
17	Contact Amendment
18	Assignment
19	Delays in the Supplier's Execution
20	Delay penalties
21	Withdrawal of work by the Employer
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26	Limitation of Liability
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29	Notices (Notification Notes)
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**Tender / Number:** SUP 91NUS /2024/44R Medical Appliances(DDP)

**Contracting Entity:** Ministry of Health /The State Company For Marketing  
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### General Conditions of Contract (GCC)

<b>1. Definitions</b>	In this Contract, the following terms and words 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 (medical supplies) will be used, as named in the Schedule of Requirements.
	(f) “GCC” means the General Conditions of Contract contained in this section.
	(g) “Purchaser” means the organization or the Contracting Entity purchasing the medical supplies, <b>as named in the SCC</b> .
	(h) “Registration Certificates” means the certificates of registration or other documents in lieu thereof establishing that the medical supplies supplied under the Contract are registered for use in the Iraq in accordance with the in force and relevant Law.
	(i) “SCC” means the Special Conditions of Contract.
	(j) “Services” means those services ancillary to the supply of the medical supplies, such as transportation and insurance, and any other incidental services.
	(k) “Site,” where applicable, means the place or places of End-users’ site as per Schedule of Requirements
	(l) “Supplier” means the individual or firm supplying the medical supplies and Services under this Contract, <b>as named in the SCC</b> .
	<p>(m) Fraud and Corruption:</p> <p>The Purchaser defines Fraud and Corruption as per the relevant applicable Iraqi laws. For the purposes of this Sub-Clause, the Purchaser will be guided further by the definition of the terms as set forth here below:</p> <p>(1) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p>

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Drugs Medical Appliances (Kimadia)

	<p>(2) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(3) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(4) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(5) “obstructive practice” is</p> <p>(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</p> <p>(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.</p>
<b>2. Applications</b>	The terms and conditions mentioned in the general conditions of the contract shall be adopted unless any condition is nullified by other provisions.
<b>3. Country of Origin</b>	<p>3.1 For purposes of this Clause, “origin” means the place where the medical supplies are manufactured,, grown, or produced, or from which the Services are supplied. the medical supplies 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.</p> <p>3.2 The origin of the medical supplies and Services is distinct from the nationality of the Supplier.</p>
<b>4. Standards</b>	4.1 The medical supplies supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned,

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	to the authoritative standards appropriate to the goods of country of origin. Such standards shall be the latest issued by the concerned institution.
<b>5. Use of Contract Documents and Information; Inspection and Audit</b>	5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.
	5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
	5.4 In accordance with the applicable Iraqi laws, the Supplier shall permit the Purchaser through the competent authorities to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors. The Supplier's attention is drawn to Clause 23, which provides, inter alia, that acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under this Sub-Clause constitute a prohibited practice subject to contract termination as well as to a determination of ineligibility pursuant to the Iraqi's prevailing sanctions procedures in Iraq.
<b>6. Certificates of goods according to the laws of Republic of Iraq</b>	6.1 If required under the Applicable Law, (medical supplies) 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 (medical supplies) 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 medical supplies have been registered for use in Iraq.
<b>7. Patent Rights</b>	7.1 The Supplier shall indemnify the Purchaser against all third-

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**Contracting Entity:** Ministry of Health /The State Company For Marketing  
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	party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof in Iraq.
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<b>8. Good Performance Guarantee</b>	8.1 Within fourteen (14) working days (or 29 days, including the notice period or in the event of objections to contracting procedures), the successful bidder (the supplier) shall submit to the contracting entity a guarantee of good execution of the contract, at a value equivalent to 5% of the contract value. The state's public companies and the public sector are exempt from the obligation to provide a performance bond if the applicable and relevant provisions and instructions in the Republic of Iraq grant these exceptions.
	8.2 The proceeds of the good performance guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its contractual obligations.
	8.3 The good performance guarantee shall be in the currency or currencies specified in the contract or in any other widely circulated currency acceptable to the buyer and be in the list of currencies that the Iraqi Central Bank issues its exchange rates to the Iraqi dinar. The guarantee be unconditional and paid upon request. The good performance guarantee shall be a bank guarantee letter issued by an approved bank in Iraq according to the instructions of the Central Bank of Iraq. If the letter of guarantee is issued by a bank located outside Iraq, then this guarantee shall be certified and signed by the bank of a financial institution that is equivalent and accredited in Iraq to make this guarantee enforceable (back-to-back counter guarantee)
	8.4 The good performance guarantee will be discharged by the Purchaser and returned to the Supplier following the date of completion of the Supplier's performance obligations under the Contract, and expiry of the warranty period, the issuance of the satisfactory completion certificate and the final payment settlements
<b>9. Inspections and Tests</b>	9.1 The Purchaser or its representative shall have the right to inspect and/or to test the (medical supplies) to confirm their conformity to the Contract specifications. The SCC and the Technical Specifications shall insert 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,

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	of the identity of any representatives retained for these purposes.
	9.2 This article shall be according what is 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.
<b>10. Packing</b>	<p>10.1 The packaging of medical supplies must be appropriate and sufficient to ensure that they are not destroyed or any damage done to them throughout the transportation and shipping period to the final point of arrival, as specified in the contract. Packaging materials (outer packing) should be sufficient to resist (and to the extreme), harsh treatment during loading / unloading (transpiration) during transit, exposure to extremely high / low temperatures, salts and rain / moisture during loading / unloading during transit and during storage in Open places. In addition, the size and weight of containers / boxes must be designed with consideration given that the final point of arrival of the goods is not remote and that all loading / unloading places through all transit / transport points for heavy equipment to deal with the goods are missing, depending on the situation.</p> <p>10.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, <b>specified in the SCC</b> or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.</p>
<b>11. Delivery and Documents</b>	<p>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.</p> <p><b>For Goods supplied from outside Iraq:</b></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by express courier the following documents to the Purchaser, with a copy to the insurance company:</p> <p>(1) three originals and two copies of the Supplier's invoice, showing Purchaser as [enter correct description of Purchaser for customs purposes]; the Contract number, Goods description, quantity, unit price, and total amount. Invoices shall be signed in original, stamped, or sealed with the company stamp/seal; one original and two copies of the negotiable, clean, on-board through bill of</p>

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	<p>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;</p> <p>(2) four copies of the packing list identifying contents of each package;</p> <p>(3) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;</p> <p>(4) one original of the manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;</p>
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	<p>(5) one original and ..... 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;</p> <p>(6) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);</p> <p>(7) any other procurement-specific documents required for delivery/payment purposes.</p> <p><b>For the goods provided from inside Iraq:</b></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> <p>(1) two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number; Goods' description, quantity, unit price, and total amount. Invoices shall be signed in original and stamped or sealed with the company stamp/seal;</p> <p>(2) 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>(3) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;</p> <p>(4) four copies of the packing list identifying contents of each package;</p> <p>(5) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;</p> <p>(6) 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>(7) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)</p> <p>(8) other procurement-specific documents required for delivery/payment purposes.</p>
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	<b>Note:</b> 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.
	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 (As been specified in the special conditions).
	11.3 Documents to be submitted by the Supplier are specified in the SCC.
<b>12. Insurance</b>	12.1 Unless otherwise specified in the SCC, the medical supplies supplied under the Contract shall be fully insured in a freely convertible currency of a qualified country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
<b>13. Transportation</b>	Unless otherwise specified in the SCC, the responsibility for regulating the transport of medical supplies shall be as prescribed in the current edition of INCOTERMS®
<b>14. Payment</b>	<p>14.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:  <u>In case the supplier is a public authority (a state company and a public sector), then the buyer can raise the value of the advance payment according to the instructions in force.</u></p> <p>a. Payment for Goods supplied from outside Iraq:</p> <p>Payment of foreign currency portion shall be made in the following currency: [insert contract currency] in accordance with the following:</p> <p>(1) <b>Upon shipment:</b> the purchaser shall pay to the supplier [eighty (80)]% of the price of the goods to be shipped, by means of a confirmed and irrevocable letter of credit, which shall be opened for the supplier in a bank in his home country. Payment shall be made in accordance with the letter of credit after presenting the documents specified in GCC Clause 11;</p> <p>The Purchaser shall bear the costs of opening the letter of credit and the costs of amending it for reasons related to the Purchaser or caused by its fault or default. The supplier shall bear the costs of fixing the letter of credit and the costs of amending it.</p>

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	<p>(2) <b>Upon receipt (acceptance):</b> the Purchaser shall pay to the supplier <i>[twenty (20)]%</i> of the total contract value within <i>[thirty (30) days]</i> of the date of receipt of the goods, after submitting a payment request (indicating the Purchaser's name, 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>The Purchaser shall pay to the supplier the payments in the currency agreed upon in the terms of the Contract within <i>[thirty (30) days]</i> from the date of submitting the payment request (indicating the Purchaser's name, 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>
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	<p><b>B. Payments for goods supplied from inside Iraq:</b></p> <p>Payments for goods and services supplied within Iraq shall be made in Iraqi Dinars according to the following</p> <p>(1) <b>Advance Payment:</b> The Purchaser shall pay to the supplier <i>[insert percentage as per instructions] to local factories</i> after the submission of a payment request (indicating the Purchaser's name, contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) in addition to the advance payment guarantee in accordance with the document attached to Section VIII.</p> <p>(2) <b>Upon receipt (acceptance):</b> The Purchaser shall pay to the supplier <i>[[insert percentage as instructed] %</i> of the total contract value after submitting a payment request (indicating the Purchaser's name, 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><u>{Please note that the percentages specified above can be adjusted to meet specific contracting requirements or approved business standards.}</u></p>
	<p>14.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the (medical stores) delivered and Services performed, and by documents submitted pursuant to GCC Clause 11, and upon fulfillment of other obligations stipulated in the Contract.</p>
	<p>14.3 The Purchaser shall make the payments as soon as possible</p>

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	<p>and according to the work contexts of the Ministry of Health and in accordance with the terms of the tender advertising. The special conditions of the contract specify the procedures to be followed in case the purchaser fails to pay the due amounts.</p> <p>When applicable, the advance guarantee 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 guarantee is issued by a Bank located outside Iraq, the issuer shall have a correspondent accredited financial institution located in Iraq to make it enforceable.</p> <p>In the case of a bank guarantee, the guarantee shall be submitted according to the formula adopted by banks.</p>
	14.4 Payment will be made in the currency or currencies specified in the SCC.
	14.5 Irrevocable non – transferable and unconfirmed Letter of Credit (LC) shall be opened by the Purchaser in accordance with the applicable Iraqi regulations. However, if the Supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributed to the Purchaser, the charges thereof shall be borne by the Supplier. However, if the LC is amended to make LC as per Contract requirements then charges thereof shall be borne by the Purchaser.
<b>15. Prices</b>	15.1 Prices charged by the Supplier for (medical supplies) delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, prices shall be fixed and firm for the duration of Contract.
<b>16. Amendment orders</b>	<p>16.1 No amendments shall be introduced to the contract unless for the circumstances (a-e) listed here below. In such case, the amendment shall be limited to minimum and would be applicable for the following reasons:</p> <ul style="list-style-type: none"> <li>(a) If the amendment is not introduced, a major damage will result economically and technically;</li> <li>(b) If the amendment is not introduced, the (medical supplies) cannot be useful upon completion;</li> <li>(c) If the amendment will realize savings in the cost of the Project;</li> <li>(d) If the amendment does not result in a major modification to the pre-determined scope of supply;</li> <li>(e) If the amendment will result in earlier time for completion but not to result in inferior technical specification or scope of supply.</li> </ul>

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	The Purchaser may as per the applicable Iraqi laws, by a written order given to the Supplier pursuant to GCC Clause 31, make amendments within the general scope of the Contract in any one or more of the following:
	(a) specifications, where (medical supplies) 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.
	16.2 If any such amendment 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 shall be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's amendment order.
<b>17. Contract Amendment</b>	17.1 Subject to GCC Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
<b>18. Assignment</b>	18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, to any other party in accordance with the legislation in force.
<b>19. Delays in the Supplier's Performance</b>	19.1 Delivery of the (medical supplies) 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.

	19.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) shall encounter conditions impeding timely delivery of the (medical supplies) 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, in which case the extension shall be ratified by the parties by
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	amendment of Contract.
	19.3 Except as provided under GCC Clause 23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of Delay penalties pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Sub-Clause 21.2 without the application of Delay penalties.
<b>20. Delay penalties</b>	20.1 With the exception of the provisions stipulated in Article (22) of the general conditions of the contract, if the supplier fails to provide any or all of the medical supplies within the period (s) specified in the contract for that, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as Delay penalties as a sum equivalent to delivered price of the delayed (medical supplies) Specified in the special conditions of the contract for each delay week or part of it until the actual delivery or execution. the Purchaser may consider termination of the Contract pursuant to SCC and according to the instructions and controls issued by the Ministry of Planning and any legislation in force.
<b>21. withdrawal of work by the employer</b>	21.1 The Purchaser can, without prejudice to any other rights or compensation incurred by him upon breach of contract, withdraw the work through a written warning for a period of (15) fifteen days of breach addressed to the supplier, in accordance with the Iraqi laws in force, which include charging the two teams and in the following cases:
	(a) if the Supplier fails to deliver any or all of the (medical supplies) and related services 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 (medical supplies) do not meet the Technical Specifications stated in the Contract; or fail to replace it within thirty days of receiving a written notice by the purchaser.
	(c) if the Supplier fails to provide any registration or other certificates in respect of the (medical supplies) 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 administrative corruption,

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	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, withdraw the work from the Supplier on this basis, and the provisions of Clause 22 shall apply as if withdrawal of work had been made under Sub-Clause 22.1.
	(e) if 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).
	(f) if the Supplier fails to perform any other obligation(s).
	(j) If the supplier waived in part or wholly to another supplier or subcontractor with other supplier.
	(h) If parts of the supplied materials were awarded to another supplier without prior approval of the purchaser.
	21.2 In the event the Purchaser withdraw the work pursuant to GCC clause 22-1, the Purchaser may supply, upon such terms and in such manner as it deems appropriate, (medical supplies) or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar (medical supplies) or Services.
<b>22. withdraw the work for insolvency</b>	<p>22.1 The purchaser may at any time and after sending a written notice to the supplier for fifteen (15) days, may withdraw the work without resorting to the court in the following cases:</p> <ul style="list-style-type: none"> <li>a- If the supplier becomes bankrupt or insolvent or his assets were liquidated or submitted application of bankruptcy of insolvency.</li> <li>b- If a decision was issued by the competent court to put the supplier's funds at the hand of the liquidator.</li> <li>c- If the supplier made a reconciliation that protects him from bankruptcy or waived his right to the benefit of his creditor.</li> <li>d- If the supplier approved executing his contractual obligations under the supervision of control commission consisted of his creditors.</li> <li>e- If seizure was conducted on the funds of the supplier by a</li> </ul>

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	competent court, this seizure may lead to the inability of the supplier to fulfill his contractual obligations
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	In this case, the withdrawal of work is done without compensating the supplier, and without prejudice to any right or compensations that are on the liability of the purchaser according to the contract or which results later.
<b>23. Force Majeure</b>	23.1 Notwithstanding the provisions of GCC Clauses 12, 21, and 22, the Supplier shall not be liable for forfeiture of its good performance guarantee, Delay penalties, 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 as much as the performance is affected by this condition.
	23.2 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, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	23.3 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.
<b>24. Termination of the contract by the employer</b>	24.1 The Purchaser, 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. This is to be done after sending a written notice to the supplier to terminate the contract.
	24.2 For the remaining (medical supplies), the Purchaser may elect: (a) to have any portion completed and delivered at the Contract terms and prices;

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	(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed (medical supplies) and Services and for materials and parts previously procured by the Supplier.
	24.3 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 26.
<b>25. Settlement of Disputes</b>	25.1 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

	25.2 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.
	25.2.1 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 (medical supplies) under the Contract. If the arbitration is not agreed upon, then the Iraqi law shall be applied for disputes resolution.
	25.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	25.3 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.
<b>26. Limitation of Liability</b>	26.1 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

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	<p>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 Delay penalties to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price.</p>
<b>27. Language of the Contract</b>	<p>27.1 The language of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.</p>
<b>28. Governing Law</b>	<p>28.1 The Contract shall be interpreted in accordance with the Iraqi Law and guardianship of Iraqi judicial system.</p>
<b>29. Notices (Notification notices)</b>	<p>29.1 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)</p>

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	and confirmed in writing to the other party's address specified in the SCC.
	29.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>30. Taxes and Duties</b>	30.1 A Supplier supplying (medical supplies) from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside Iraq in accordance with the legislations in force.
	30.2 A Supplier supplying (medical supplies) offered from within Iraq shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted (medical supplies) to the Purchaser.
<b>31. Withholding and lien in respect of sums claimed</b>	<p>31.1 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 guarantee, if any, deposited by the Supplier and for the purpose aforesaid, the Purchase shall be entitled to withhold the said cash guarantee deposit or the guarantee, if any, furnished as the case may be and also have a lien over the same pending finalization of any such claim.</p> <p>In the event of the banking guarantee being insufficient to cover the claimed amount or amounts or if no guarantee 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 any time 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.</p>

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## Section VIII. Special Conditions of Contract

### Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the special Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.	
<b>GCC 1.1 (h)</b>	<p><b>The Purchaser is:</b> Ministry of Health / The State Company For Marketing Drug Medical Appliances (kimadia )</p> <p>Represented by its Director General and Chairman of the Board of Directors in his Official Capacity</p> <p>Iraq -Baghdad -Bab Al-Moa'adham ---:Building of Ministry of Health /Kimadia</p> <p>Tel: 41576674&amp;Tel: (4) lines 4158401 ,5,7,8</p> <p>Mobil: 07705419074</p> <p><a href="http://www.Kimadia.gov.iq">www.Kimadia.gov.iq</a></p>
<b>GCC 1.1 (m)</b>	<b>The Supplier is:</b> [insert: name of Supplier].
<b>GCC 3</b>	<p><b>-The Manufacturing Company :</b> .....</p> <p><b>-country of origin ( .....)</b></p> <p>-The certificate of origin certifies that the whole qty. of medical appliances produced in the country of origin &amp; to be submitted with shipping documents. documents taking into consideration that mentioned in clause (GCC11) point (3)</p> <p>-the contract is financed by recent balance against MOH</p>
<b>GCC 5</b>	<p>5.3 Additional to IOB will add the following:</p> <p>1-supply second party ( supplier) with official letters</p>

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	<p>which related to contract execution and <b>first party( purchaser)</b> will not be responsible about the results of these correspondences.</p> <ul style="list-style-type: none"> <li>- Adoption the original copy and signed by two parties and saved at the first party as it is practice in case of difference</li> <li>-kindly requested to submit the original commercial invoice to import department before shipping the consignment (for each shipment) , otherwise the purchaser will imposed a contracting penalty against the seller as state in penalties article GCC20/1/f</li> <li>- the responsibility of ( .....Scientific bureau)</li> </ul> <p>Will be continued Address:..... which located in Baghdad –until ending of validity's Authorization from foreign companies unless the next Authorization may possibly remedy all the Liabilities of previous foreign company and its effects.</p>
<p><b>GCC 6.</b> <b>GCC 6.1</b></p>	<ol style="list-style-type: none"> <li>1. -The seller must provide kimadia with a certificate of analysis (with each shipment ) issued &amp; stamped by the Manufacturing Company lab.</li> <li>2. -The seller must register the manufacturing company within one month to six months from date of signed the contract , otherwise the first party will stop settlement the dues second party until the registration procedures are completed with imposition a contracting penalty penalty at the presentage that state in penalties clause .</li> </ol> <p><b><u>In case of preparation of the substance :</u></b></p> <ol style="list-style-type: none"> <li>1. The seller must register the manufactured item by his company at registration department in MOH for un registered items &amp;</li> </ol>

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	<p>re-registration for the previously registered items &amp; need to re registration presenting documents prove that the seller submit the legal documents to registration department</p> <p>2. In case the item is not registered, any settlement for this contract not be done unless presenting documents (registration or re-registration ) prove that the seller submit the legal documents to registration department .</p>
<b>GCC 6.2</b>	The Effective Date of the Contract is started from contract signed date.
<b>GCC 7</b>	The text on the proprietary own the designs and maps and specifications
<b>GCC 8</b>	<p><b>- Performance bond:</b></p> <p>Present the Banking Warranty in Arabic &amp; English Language after notification date of awarded &amp; before signed the contract &amp; should delivered the bond at ratio 5% from contract amount and stay valid along the period of the contract until complete his contractual obligations &amp; its not released until issue certification of final acceptance &amp; clearing the final settlement &amp; allow to released parts of performance bond after the final receipt &amp; issue certification of final acceptance for it with what support being qualified for usage &amp; the warranty will not be cancelled until you receive a notification from kimadia,.</p> <p><b>b-</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</p>

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	<p>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.</p> <p><b>c-</b> performance bond should issued from company which contracted with it or with its legal authorized for issuing the bound under formal and certified authorization should be submitted to the bank and include on the term of bond or attached letter issues from the bank which issuing it .</p> <p><b>d-</b> The submitting of performance bond should attached with letter of legalized issuing (private and secret) send to kimadia by the bank who issued the bond which not conditional and for the favor of (kimadia). And Kimadia has the right to extend or confiscate the performance bond if required to do so, without objection of correspondents or suppliers and with the first written claim.</p> <p><b>e</b> -The companies should take in consideration the following when issued the performance bond:-</p> <p><b>1-</b>The letters of guarantee should issues by name of company which signed the contract exclusively.</p> <p><b>2-</b>You should confirm the availability of contract no.at letter of guarantee.</p> <p><b>3-</b>You should mention the following article in letter of guarantee (this bond subject and explain in all matters according to the Iraqi laws.</p> <p><b>4-</b>The letter of guarantee should financially covered</p>
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	<p>by the bank.</p> <p><b>5-</b>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.</p> <p><b>6-</b>The letter of guarantee should be by (Arabic &amp; English) and the Arabic language is the one to rely upon when having any dispute.</p> <p><b>7-</b>Should be valid for one year from date of issuing.</p> <p><b>8-</b>Should be not direct or conditional.</p> <p><b>9-</b> 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.</p> <p><b>10-</b> all letter of guarantee will not acceptable unless be accepted from the Iraqi central bank &amp; inter it to electronic web &amp; the Iraqi central bank confirm that to us &amp; the letter of guarantee should be issue Iraqi depenbale bank</p> <p><b>11-</b> letter of guarantee should be in contract currency.</p> <p><b>12-</b> The final insurance (performance bond)as receipt pay directly to treasury of contracting side ( The State Company For Marketing Drugs Medical Appliances (kimadia ))</p> <p><b>13--</b> The contracts that amounts more than 25,000\$ or less or equal in Iraqi dinar according to exchanges price of Finance Ministry will delegate as specification year from letter of guarantee submit from company or the scientific bureau which authorized by syndicate pharmacists or supplier or marketer companies or commercial agent</p>
<b>GCC8.3</b>	letter of guarantee that monition in clause(A) from

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	(GCC) clause 8.3 will be depend .
<b>GCC 9</b>	The seller should send the legalized certificate of analysis with each consignment of the order, and this condition will be added in the confirmed letter of L/C
<b>GCC 9.1</b>	<p>additional to what state in Sub-Clause 9.1 from GCC:</p> <ul style="list-style-type: none"> <li>- The seller must provide the purchaser with (.....samples ) from each Batch and for each item free of charge for the purposes of analysis &amp; to be subjected to all contract conditions.</li> <li>-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,) <u>or clinical test</u> After issuing the acceptance and testing decision by the central committee which formed for that, and not only the result of analysis lab.</li> <li>-The seller is responsible for the conformity of the material with the specifications.</li> <li>- receiving medical appliances should be analyzed at the National center for control and medical research and released by special committee and considered as basic for due release for the second party for each batch .</li> <li>-Sample will be sent to national center for control and medical research, for test and evaluation and their results are reliable.</li> <li>- Any materials or quantity that fails in analysis as confirmed by letter from our national center for control and medical research should be compensated by the supplier</li> <li>- The seller has to submit certification &amp; the chemical and physical analysis method and the specifications for the items that mentioned in the contract in order to make the necessary testing in CD and printed copies and standard materials used in calibrating the equipment and comparing the results and the certificate of analysis issued from the quality control of the manufacturing company should be legalized .</li> <li>-The seller obligate that the whole medical appliances are from ( .... ) origin.</li> </ul>
<b>GCC 9.2</b>	<p><b>9.2.1.</b></p> <p><b>(a)</b> Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is</p>

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	required prior to dispatch, the Medical appliances shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Medical appliances.
	<b>(b)</b> The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.
	<b>(c)</b> Upon receipt of the Medical appliances at place of final destination, the Purchaser's representative shall inspect the Medical appliances or part of the Medical appliances to ensure that they conform to the condition of the Contract and advise the Purchaser that the Medical appliances were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Medical appliances (or part of Medical appliances). The Acceptance Certificate shall be issued at the earliest within (15) days from entry date of receipt of the Medical appliances to supplier place that specific be first party .
	<b>9.2.2.</b> in case the supplier object on the result of the testing that made by the laboratory which mention in clause GCC9.1 ,then return the testing in central laboratory for general healthy & the result of the testing will be definitive <b>9.2.3-</b> in case that, the material fails to evaluate a serpentine & the supplier (second party) objects, the evaluation will be re-evaluation after specify evaluation site by KIMADIA
<b>GCC 10 Packing &amp; arrangements GCC 10.1</b>	<b>1-</b> National code must be printed on the external box for whole quantity and also in the commercial invoice. <b>2-</b> The seller must write the name of the manufacturing Company and the country of origin on the inner and out side package and in the commercial invoice. <b>3-</b> All labels on each container must be written in English language <b>4-</b> The consignment must be marked with the order number and each

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	<p>consignment must contain a copy of the packing list and all commercial documents required, otherwise it will imposed a <b>contracting</b> penalty <b>at the presentage that state in penalties clause</b> .</p> <p>5-Packing must be performed in an excellent way and inside safety boxes to protect the material from damage, breakage and shortage by using a (Cellophane) ribbon for each pallet.</p> <p>6- Items should be from fresh manufactured batches.,</p> <p>7- The packing material if it was from the planting origin and precisely wood, it should be free from the plant epidemic and insects.</p> <p>8- The seller must arrange the packing in pallets and cartons over wooden bases tied up and pressed tightly and place the stickers containing the information in a clear way on the carton and according to the International Organization Specifications in order to unify the measurements.</p> <p>The pallet must be with the following dimensions in order to facilitate the receipt of the medical appliances by the purchaser  Length: 1200 mm  Width: 1000 mm.  Height: 1000 mm (Including the height of the base of the pallet).  The weight of each pallet must not be more than 800 Kg.</p> <p>9-. Marking on each outer and inner pack should be well printed showing the <b>(national code is printed on the outer carton)</b>,, order no, L/C no., name of beneficiary and qty and shelf life (manufacturing and expiry date) name of manufacturer and origin of medical appliances &amp; <b>(MOH/IRAQ) printed on the inner package , package outer carton)</b> should be thermal printed &amp; not stickers</p> <p>10-Medical items should be shipped in a form of palette covered by nylon and placed on a wooden basis</p> <p>11- The (Batch No, shelf life, manufacturing and expiry date) should be stated in the seller invoices if available</p>
GCC 11.	<p>. Shipment &amp; Delivery :</p> <p>Delivered the medical appliances of .....appliances.....</p> <p><b>Contract period:</b>from the date of signing the contract or opening the credit or during the period after that until the end of the last article or up to five years, whichever is closer.</p> <p><b>-IF the contract was contain multifreights the period of 1st shipment will be within (fixed the period in days)from date of notification of opening L/C,the period of 2nd shipment will be within (fixed the period in days) from date of notification of opening L/C, the period of 3rd shipment will be within (fixed the period in days)from date of notification of opening L/C,</b></p> <p><b>the first party has the right to amendment the shipping &amp; delivery scheduling if it necessity required however the second party has no right to objection in any cases the shipping &amp; supplier .</b></p> <p>- the first party has the right request to supply emergency shipment &amp; he has the right to specified the quantitaty &amp; shipping schedule</p> <p><b>Delivery &amp; Shipment : Partial shipping DDP Baghdad arrive Healthy institutions warehouse with charges of shipping &amp;insurance (.....)</b></p>

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	<p><b>C-The shipment of the medical appliances must be carried out with the least batch number &amp; not exceed 3 batch for each batch number for each shipment .</b></p> <p><b>- To approach the medical appliances to the stores of ( according to the agreed final point of arrival) transport it, insuring it (DDP) and not to be free from this obligation till organizing the formal unloading minutes in the place of handing over agreed upon.</b></p> <p><b>- Receiving the medical appliances agreed upon to provide when it is arrived to Healthy institutions warehouse and through legalized unloading in agreed receipt place.</b></p> <p>- The second party should submit original shipping document clarifying the loading to the port of destination at ( three set ,every set contain all the documents that referee it later which should be legalized documents from Ministry of Industry or chamber of commerce and Ministry of foreign affairs at the country of origin or shipping country &amp; legalized be commercial attaché or embassy of Iraq at the country of origin or shipping country (....) the first set should be sent to corresponding bank for receiving the consignment's dues while the second set with six additional copies should be sent to the first party .....days before the consignment reach their destination and the third set should be sent with the consignment , otherwise contracting penalty will imposed as state in penalties clause (G.C.C20/1/f) The sets are</p> <ol style="list-style-type: none"> <li><b>1. Commercial invoice original &amp;legalized.</b></li> <li><b>2. Complete loading bills (Airway, Truck, Sea, or multimodal transport) according to method of transport stated in the contract.</b></li> <li><b>3. Certificate of Origin original and legalized in (..... ) from concerned authority and Iraqi embassy in country of origin&amp; we refer to (conditions No. 13/first/1 which include the two chauses (A/B) certificate of origin issued &amp; legalized from country of origin or from country which make the final collection ,in case share in a production goods more than one country or shipping country (export country).</b></li> <li><b>4. Certificate of analysis original and legalized for each batch.</b></li> <li><b>5. Certificate of analysis (with each shipment ) issued &amp; stamped by the Manufacturing Company lab..</b></li> <li><b>6. Packing list.</b></li> <li><b>7. Insurance Policy.</b></li> <li><b>8. The seller must provide kimadia with a certificate issued by the health authorities or the health departments in the country of origin confirming in it that the medical appliances are suitable for the human consumption and to be used domestically in the country of origin.</b></li> </ol> <p>- The supplier is bound with the conditions of the contract and submitting the original shipping document including original certificate of origin legalized from country of origin within (21) days with each shipment before arrival of the consignment and is responsible for any shortage appears or any delay to be resulted because of non availability of the shipping document</p>
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	are effected on the supplier.
GCC 11.1 & 11.3	<p>{ Sampleprovision (DDP/ Clp/CIF terms)</p> <p><u>For Medical appliances supplied from abroad:</u></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 Medical appliances, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Medical appliances sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by express courier the following documents to the Purchaser, with a copy to the insurance company:</p> <p><b>1</b>-three originals and two copies of the Supplier's invoice, showing Purchaser as [enter correct description of Purchaser for customs purposes]; the Contract number, Medical appliances description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal;</p> <p><b>2</b>-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</p>

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note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;

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

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

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

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

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

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

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

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

**11**- The supplier has to submit the original completed shipping documents including the original certified country of origin certification within (21) days per each shipment before the shipping otherwise the medical

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appliances will not be receipted & unloaded in Kimadia warehouse and the responsibility of any shortage appearing or any delay resulted from non- availability of shipping documents lay on the supplier

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

**For Medical appliances from inside Iraq:**

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

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

**2**-two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as : Ministry of Health / The State Company For Marketing Drug Medical Appliances (kimadia ) and delivery through to final destination as stated in the Contract;

**3**-copy of the Insurance Certificate, showing the Purchaser as the beneficiary;

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

**5**-one original of the manufacturer's or Supplier's Warranty of failure & manufactured certificate covering all items supplied;

**6**-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

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	<p>Agencies outside Iraq. For items originating from countries member of the Arab Common Market, the certificates of origin and associated trading lists endorsed by the competent country of origin authority shall be sufficient;</p> <p><b>7</b>-original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)</p> <p><b>8</b>-other procurement-specific documents required for delivery/payment purposes.</p> <p><b>Note:</b> 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 with imposed a contracting penalty at the percentage that state in penalties clause</p>
	<p><b>In addition to what mentioned, the following are added :</b></p> <ul style="list-style-type: none"> <li>-All shipments should be attached with commercial shipping lists, packing lists and a true authenticated copy of certificate of origin.</li> <li>-Delivery shall be ASAP within the period of credit validity and shipping schedule should be as Kimadia request.</li> <li>- the contract should be supplied with a limited no. of lots and the qty. of each lot should be mentioned in the shipping lists along with the manufacturing and expiry date</li> <li>-received the agreed supplied items upon arrived to MOH/ Healthy institutions warehouse &amp; insure it DDP &amp; will not disengage from this obligate until arrange a legal unloading receipt in a place that agreed upon it.</li> </ul>
<b>GCC 12</b>	<p>The insurance should cover all risks, complete insurance of product against loss or damage during manufacturing ,buying , transportation , storage , unloading ,war &amp; all other risks.</p>
<b>GCC 13</b>	<p><b>Transformation way: DDP Baghdad</b></p> <p>-DDP Baghdad arrived to <b>Medical institution warehouses</b> with shipping &amp; insurance charges (spasify number of shipments)&amp;The seller should provide all concerned department (credit, clearance&amp; importing department) with</p>

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consignment details including (item name, Qty, total amount & entry point) at least before 30 days from arrival of consignment to the entry point to enable the clearance department to execute the custom & tax duties otherwise, Kimadia dose not bear any delaying responsibility may occur during entry of consignments in our entry points .

The seller must provide the purchaser with the details mentioned below and at the same time to inform Kimadia about the completion of the shipment:

1. The number of the trucks with the complete details of the cargo.
  2. The complete quantity loaded
  3. The expected date of arrival and it should be given before at least one week.
  4. A manifest for each car (truck) and should be mentioned in it the order number- No. of letter of credit, serial number and it also consists that the medical appliances are imported according to the payment condition mentioned above.
  5. Complete loading bills (Airway, Truck, Sea, or multimodal transport) according to method of transport stated in the contract and should be mentioned in it the order number- No. of letter of credit, serial number and it also consists that the medical appliances are imported according to the payment condition mentioned above.
  6. The truck should be clean covered and properly closed.
  7. The seller bears the clearance and loading charges by its representative in Baghdad
  8. All materials must be shipped in cooled conditions and for all transporting ways & it's stages which include ship the medical appliances from country of origin until reach to buyer (MOH/ KIMADIA ) stores& these shipment must supply with controlled cold-chain unit with it's software system 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.
- The seller has to effect shipment of consignments in new vessels contained forklifts with quick capacities that can be used for loading & unloading especially for containers. (For sea freight only)
  - The shipping and the distribution of the medical appliances which arrived from abroad should be shipped via Iraqi seaports taking into consideration the technique and economic conditions in this connection and depend the sea transport terms which include arriving the medical appliances to Iraqi ports and avoid sending it to the round neighbouring ports.

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	<p>-The seller has to specify the Qty of each item of each shipment, in the contract no. of each batch, prices, the total value and the manufacturing and expiry date for each item in each batch. in the commercial invoice</p> <p>- Batches number should be specify for each agreement shipment&amp; it should be not exceed three batches for each item in each consignment</p> <p>--The supplier should bear all customs charges .</p> <p>- The supplier should submit:</p> <ul style="list-style-type: none"> <li>• samples are not required for the unsterilized items (... ) free samples for the sterilized items for each batch shipped for the analysis and evaluation</li> </ul>
<b>G.C.C14</b>	<p><b>14.1-A- The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</b></p> <p><b>A. Payment for Medical appliances supplied from abroad:</b> (By irrevocable documentary letter of credit ( not confirmed ) as follows :</p> <p>a- Document L/C irrevocable and not confirmed will be valid from the date of correspondent bank notification ( Bank of second party ) about credit by first party .</p> <p>b- The payment will be upon present bill by supplier in due amount after end ( 3 month ) with mention the months that required to pay and it should be( 100%) from bill value &amp; not paid without order from Kimadia .</p> <p>Documents required :</p> <p>a- Bill issued from the beneficiary ( medical institutes) signed &amp; certified by the authorized from that side include all the received items &amp; their amounts ( this bill will consider secondary ).</p> <p>b- Execute certification or entry documents dated &amp; the document of store output &amp; the document &amp; reports are submitted by the committees in the health instritument and signed from the beneficiary ( medical institutes) confirm that the good are receipt &amp; accepted by M.O.H.</p> <p>taking into consideration , that it should be agreement with beneficiary which are offices of healthy that will profit from this , making a committee to receipt &amp; work in this method as well as the hospital manager or the special center in order to avoid delay in execute process contract.</p> <p>The receipt of the materials is not considered as an acknowledgement of its conformity with the specifications and technical conditions and it depends on the results of the laboratory tests issued from the National</p>

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	<p><b>Center for the Control and clinical tests .</b></p> <p>As soon as possible will settlement the payments after received the result lab testing according to announcement conditions.</p> <p><b>Training:</b></p> <p><b>Training Amount:</b></p> <p>Seller is responsible to submit training course for the medical, technical and Kimadia staff, inside and outside Iraq, F.O.C. and the training period must be enough and given in said training course on our request.</p> <p><b>The seller should specify the training value in the presented offer and its from the total contract.</b></p> <p>The second party has to execute the training clause within 180 days from date of notification for the ministerial order concerning the execution of the training clause &amp; after opining the credit otherwise a delay penalty will be imposed per each delayed day from the amount specified for the training &amp; not exceed than 25% from training value(training value / training period X 25% = delay penalty for the day &amp; when the delay penalty reaches to the maximum as above mentioned , the first party has the right to take all legal procedures against the second party &amp; the second party will bear all the legal actions.</p> <p><b>Warranty &amp; Maintenance:</b></p> <p>The equation of maintenance contract as independent contract &amp; guarantee &amp; maintenance in supply the goods:</p> <p>a-the percentage of working of equipments &amp; tools</p>
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	<p>which work in god perform in 98% along contract period</p> <p>b-in case pass out of order period the percentage will be 100% -2 % if it pass any out of order 100%-2 %then it should extension contract period double out of order period &amp; failures as compensation upon the equipments stop for this period it should not pass the extension of maintenance period that stat in contract</p> <p>c- The equation of warranty &amp; maintenance ( warranty &amp; maintenance amount / warranty &amp; maintenance period- permission period (15) days X25%= the penalty for one day)&amp; it should not exceed 25% from warranty &amp; maintenance value when the delay penalty reaches the A/M highest percentage the first party has the right to take the necessary legal actions against the second party &amp; hold all the legal effects&amp; differences in prices resulted from kimadia execution of the contract</p> <p><b>Note:</b> must supply the spare part within warranty period FOC &amp; be frish &amp; from original country</p> <p>Warranty &amp; Maintenance amount : (...\$) represent 5% from patment.</p> <p>d-obligate the companies that practice ongoing commercial activity in Iraq , such as warranty &amp; maintenance contracts or supply contracts that include a warranty &amp; maintenance commitment, are required to open a branch in Iraq &amp; register it with the Registrar of companies based on the system of branches of foreign companies</p>
	<p><b><u>Warranty for defects</u></b></p> <p><b>1-</b> All medical appliances must be of fresh manufacture and must bear the</p>

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	<p>dates of manufacture and expiry. The Supplier further warrants :</p> <ul style="list-style-type: none"> <li>- all Medical appliances supplied under the Contract <b>unless the contract not specify other that</b>, will have remaining a minimum of five-sixths (5/6) of the specified a shelf life upon arrival to Healthy institutions for medical appliances with a shelf life more than two years and items with a shelf life of two years or less , not more than ( 3 months ) passed upon arrival to Healthy institutions ,, otherwise a <b>contracting penalty as presentage that state in penalties clause</b></li> <li>- all Medical appliances supplied according to situation have “overages” within the ranges set forth in the Technical Specifications,</li> <li>-where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; &amp; the good respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract</li> <li><b>the surplus of the quantity of materials specified in the contract will be borne by the second party to the contract ( the supplying company) ater the end of the contract period</b></li> <li>- shelf life : .....</li> </ul>
	<p><b>2-</b>according to the specific warranty ,The Purchaser shall have the right to make claims under the above warranty for any good’s contract&amp; should be specific with issue date of result of evaluate to make release the duty if there no objected within this period &amp; Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Medical appliances without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Medical appliances once the replacement Medical appliances have been delivered.</p>
	<p><b>3-In the event of a dispute by the Supplier &amp; buyer , a counter analysis</b></p>

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	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 medical appliances. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.
	<b>4-</b> If the Supplier fails to replace the defective Medical appliances within the period for the replacement of defective medical appliances of, after being notified that the defect has been confirmed pursuant to -Clause 15.2 above, ,the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Medical appliances for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
	<b>5-</b> Recalls. In the event any of the Medical appliances 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 Medical appliances that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Medical appliances. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall."}
	<b><u>6- In addition to above</u></b>

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	<p>-The seller has to compensate the failed items in analysis and medical appliances which not sold after the date of expiration, and in case of the expiration is technical due to the supplier or failed items in analysis due to unsuitable temperature during transportation, the compensation must be 100% with 20% administrative charges (in MOH health institutes stores ) from the total value of failed item and expired item.</p> <p>-The seller is responsible to compensate the purchaser for any shortage or loss of material or the material which are not in conformity with the specifications agreed upon in the confirmation of the order 100% with 20% administrative charges.</p> <p>--the supplier have to compenset 100% the expire quantity that found in MOH/Kimadia stores .</p> <p>- compensation the Failed item be (incase the contract was one shipment ,the compensate will be within supplying period) &amp; ( incase the contract was multi shipping , the compensate will be within the shipping period which related to each shipment) and must be according to the agreed in the contract and the agreed percentage and from the date of notification&amp; the supplier will bear amounting of damaging the failed items in testing</p> <p>-compensation of expiry items will be (within period that fixed by kimadia) &amp; from notification date otherwise it will imposed delay penalty against him &amp; with the same percentage that state in delay penalty clause <b>provided that the compensation is in kind in the event of the need for the expired item &amp; in the case that no need for the items,compensation is material.</b></p> <p>- 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).</p> <p>- To compensate the defected materials failed in analysis, shortage materials, materials which not comply with agreed specifications &amp; missing materials within (....) and during the same delivery period stated in the contract and should be started from the date of notification and the other shipment should be dispatched within the same shipping schedule from the date of dispatching the compensation, on contrary ;Kimadia reserves the right to impose the same penalty stated in article ((delay penalties)) and buy the item from another supplier on the seller account in addition to impose the administrative charges and price difference , confiscate all guarantees &amp; submit the seller to specialized court to recover it's rights.</p> <p>-compensate the items which are damaged, failed in analysis, shortages, missing &amp; not comply with specifications upon receiving or upon usage medical appliances in the hospitals within (7) days from the</p>
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date of notification to supplier and the remaining shipments should be shipped in the same shipping schedule from the date of notification to supplier taking in consideration the period within the contract execution otherwise kimadia has the right to impose a delay penalty which is the same percentage mentioned in penalty condition and buying the item from other supplier on the second party account and confiscate all the insurances and in case of impossibility we will resort to the specialized court in order to claim our company rights

- The supplier should remove any materials which are damaged or failed in the receiving place or any damage resulted from that within (7) days from the date of informing the decision of refusing the materials and if the supplier cannot remove these items within the above mentioned period the supplier will be relinquished about all his rights concerning these items and will bear the cost of putting a label stating that (unacceptable MOH-KIM) on the failed quantity or not agreed specifications in beneficiary warehouse with obligation to compensate which state in clause (1) & compensate any expired quantity in establishment of Healthy & the establishment of healthy should be specific of their required needs

**14.5--Validity of Credit: (.....) from the date of receiving the credit from the bank,.**

**-- the charges of opening the documentary credit are borne by the contractor inside & outside Iraq**

**-credit period: shall be one year, subject to extension & the period of ship will be during the period of contract**

**-Regarding L/C validity from the date of notification, the supplier will be responsible to adhere with the delivery period from the date of notification, unless he is not notified due to reasons out of his control or the bank control, in this case the date of our letter to the bank consider the date of notification l/c or l/c amendment.**

**you have to present a health certificate upon issue a documentary credit confirm that the crew & the Medical Supplies are safety from**

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	COVID-19 virus from the country that coming from upon request to opening a documentary credit
<b>GCC16</b>	<p><b>16.2 additional to mention in GCC add the following:</b></p> <ul style="list-style-type: none"> <li>- the contracting entity may increase the quantity of medical appliances or materials or non-consulting services or amendment its technical specifications which contracted by not more than 20% of the contract amount .</li> <li>-(obligation supplier contractual) is mean contractual obligation of supplier</li> </ul>
<b>G.C.C16.3</b>	As soon as possible will settlement the payments after received the result lab testing according to announcement conditions.
<b>GCC 17</b>	<p><b>17.1 additional to mention in GCC add the following:</b></p> <ul style="list-style-type: none"> <li>- 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 a contracting penalty:</li> <li>- contract with one shipment: (1-5%) from contract value</li> <li>-contract with more than one shipments : (1-10%)from contract value if the contract have more shipments</li> <li>-The provision of the first party with the medicine stated in the attached list in accordance with the international standard specifications and the announced conditions and agreed upon and with the quantity in accordance with the prices stated behind each article</li> </ul>
<b>GCC 18</b>	<p>"What adopted in Iraq" can not be waived of contract or apart of it</p> <ul style="list-style-type: none"> <li>-The second party does not have the right to waive from the contract or transfer it to another person whatever the reasons.</li> </ul>
<b>GCC 20</b>	<p><b>20.1 in addition to what mentioned in general conditions of contract contractor should implement the terms of the contract during the agreed period &amp; in the event that the contract is extended the following will be taken into consideration:</b></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</p>

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the required items according to the contract.

**Second :**

The application of the rules 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

**Third : penalty and reducing method**

**A-Delaying Penalties clause :**

a- - To deliver the materials in accordance with the delivery and shipment stated in the contract and on contrary of this a delay penalty is to be imposed against your firm of every delaying day .and without previous notice according to the following equation1:

-1-contract with one shipment as equation: the penalty for one day = Amount of contract  $\pm$  any change in amount) / period of contract  $\pm$  any change in period x 25%

2-contract with more than one shipments as equation :  
the penalty for one day = Amount of shipment  $\pm$  any change in contract amount / period of shipment  $\pm$  any change in period x 25% & that dose not exceed 25%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.

b-Penalties are reduced according to completion rates of the contractual obligation specified in the plat form of implementation the contracts which issued a certificate of first delivery for preformed work or supplier item or service required matching and ready for use according to the conditions of contract and the application of equation as follows

The value of commitment not implemented /total

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	<p>duration of contract X 25% =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 the approved and installed email in the contract within (15) work day from date of warning and before reaching the delay penalties its max .in the following conditions</p> <p>1-if the seller delay the delivery &amp; not comply with the shipping schedule in the contract or its addendum</p> <p>2- if the seller delay in supplying the FOC qty. according to a/m equation.</p> <p>3- if the seller delay in shipping the compensated qty. agreed upon during the delivery period &amp; contract executing period</p> <p>4--in case the contractor company dissemble important information that will be discover later on alegal procedure or to impose a <b>contracting</b> penalty as stat in clause (f )below</p> <p>c-The delaying penalties will be deducted at the end of original contract period with any additional period when its eligible in case of partial shipment</p> <p>2- The State Company For Marketing Drugs Medical Appliances (kimadia ) contracting side has the right to imposed Contracting penalty :</p> <p>-contract with one shipment: (1-5%) from contract value</p> <p>-contract with more than one shipments : (1-10%)from contract value if the contract have more shipments as in following caces:</p> <p>a- Any change not in contract unless there are agreement between the two parties as in article GCC19.1.</p> <p>b- In case there is shortages in the documents submitted by the seller .</p> <p>c- In case of contravention with 15.1 regarding shelf life.</p> <p>d- In case of contravention with article GCC</p>
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	<p>regarding packing &amp; arrangement .</p> <p>e-incase the (second party) that vesessitate imposed penalty from purchaser (first party</p> <p>3-the FOC items will ship with the contract item &amp; it will take the same contract conditions .</p>
<b>GCC 21</b>	<p><b>2 1.1 In addition to what is stated in this paragraph of the general condition :</b></p> <p>In case the supplier does not respond during the warning period (within 15 days) and through the approved email approved by the contract the legal procedures shall be taken in accordance with the provisions of article 10 of the instruction for implementing government contract no.2 of 2014 with respect to the confiscation or retention of legal insurance provided that the contract is executed on his account according to the text of article 3 of the above instruction and according to the methods of implementation .</p>
<b>GCC22</b>	In case insolvency of the supplying company the work is withdrawn & legal action will be taken as stated in the general condition 24
<b>GCC 25</b>	<p>As state in general conditions <b>addition to the following :</b></p> <p><b>25.2-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</b></p> <p><b>- In case of the supplier has not complied with executing the conformed order and according to the agreed conditions a legal procedure will be taken against him.</b></p> <p><b>25.2.2- In case the supplier not adhere with the agreed shipment schedule ,Kimadia has the right to not execute any commitment related to this contract</b></p>
<b>G.C.C26</b>	(Not applicable)
<b>GCC 27</b>	The preparation of the contract is done by the two languages the Arabic and English and the Arabic language is the one to rely upon when having a dispute between the two parties excluding some of the technical terms which its translation is impossible to the Arabic Language
<b>GCC 28</b>	<b>In addition to what is stated in this paragraph of the</b>

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	<p><b>general condition :</b></p> <ul style="list-style-type: none"> <li>-The Iraqi courts in Baghdad are the specialized in solving the disputes arising from the application of the provisions of this contract.&amp;</li> <li>-The Iraqi law is considered the law which should be applied when having dispute concerning the application of the provisions of this - the instruction of supplying drug,serums,vaccine,appliances&amp;medical equipments &amp;services &amp; the Instructions of implementation the contracts No. 2 of 2014 &amp; the annexed terms are consider part &amp; parcel of contract.</li> <li>-<b>The collection of Government debts will be applicable as per the Iraqi Law for collecting government debts No.56 of year 1977.</b></li> <li>- The Contract is subject to Iraqi laws including the laws of tax No. 113 for the year 1982 &amp;instruction of accounting tax against contracts between Iraqi contracting entry with foreign side NO2 for the year 2008 &amp; the stamp fee NO71 for the year 2012 &amp; Notary fees &amp; announcement &amp;re-announcement charges.<b>contract</b></li> </ul>
<b>GCC 29</b>	<p>E-mail of Kimadia <a href="mailto:dg@kimadia.gov.iq">dg@kimadia.gov.iq</a>  [ insert:the Supplier's address for notice purposes and if by cable is acceptable ]&amp; it should follow be written letter .</p> <ul style="list-style-type: none"> <li>- The .....scientific Bureau which represented the companies is the chosen place for legal notifications also the direct authorized to the company.(as Commercial manger,Sales manager (marketing))</li> <li>-In case the second party disregards the contractual obligation imposed on him under the contract .A warning will be directed to remove the violation and by dependable email that state in contract within (15 ) days from the date of issue</li> <li>- in case of non-response the E-mail conceder one of the dependable method to warning.</li> </ul>

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GCC 30 & 31	<p>30.1-The supplier company ( the 2<sup>nd</sup> party who contracted with kimadia) will bear all the custom chargers</p> <p>30.2-The Contract is subject to all fees required from the first party</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 &amp; loading receipt for each shipment that arrived to the target store</p> <p>3- Interpolation amount (10) ten thousand Iraqi Dinar for parking &amp; overnight the trucks that specified for transport the drug &amp; 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> <p>- stamp fees should be should be paid at 0.003 of the contract amount</p>
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## SECTION IX. CONTRACT FORMS

### 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 medical appliances and ancillary services, viz., [insert: **brief description of medical appliances and services**] and has accepted a bid by the Supplier for the supply of those medical appliances 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 Medical appliances 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 Medical appliances and Services and the remedying of defects therein, the Contract

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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”

***[Signature]***

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**(2) Letter of Acceptance Form**

**{letterhead paper of the Employer}**

**[insert number]**

**[insert date]**

**To: (Supplier name and address)**

**Subject / Acceptance of supply [insert name of the contract and identification number]**

This is to notify you that your Bid dated [insert date] for execution of the [name of the contract and identification number, as given in the SCC] for the Contract Price [amount in words and figures] (Insert Currency), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Company.

You are hereby requested to furnish Good Performance Guarantee, within 14 days of the receipt of this letter of acceptance, as stated in the SCC and GCC. A copy of the contract agreement with its general and special conditions is attached.

Yours faithfully,

**Attachments**

Contract Agreement Form

General Conditions of Contract

Special Conditions of Contract

**Authorized Signature: .....**

**Name and Title of Signatory: .....**

**Name of Employer:.....**

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