

INTRODUCTION

This document has been prepared for the purchase of all types of Laboratory Supplies and Equipment.

The procedures of this document shall be subjected to the approved laws in Iraq the instructions of implementing the effective government contracts and the contacts attached thereto.

SECTORIAL STANDARD BIDDING DOCUMENT

For the Purchase of Laboratory Supplies and Equipment

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

Project/ Tender name: PUBLIC HEALTH PESTICIDES

Project/ Tender No.: LAB /2024/20A

Date:Issued on : 5/11/2024

Closing Date: 4/12/2024

Announcement Duration : (30) Days

Letter of Invitation (Advertising)

(PUBLIC HEALTH PESTICIDES)

To: M.S/

Subject/ LAB /2024/20A

The [The Ministry of Health / The State Company For Marketing Drug Medical Appliances (kimadia)] is pleased to invite sealed bids from eligible bidders for supply of (PUBLIC HEALTH PESTICIDES) .

1. Qualified bidders wishing to obtain additional information should contact (Ministry of Health / General Company for Marketing Medicines and Medical Supplies (Kimadia) Laboratory Equipment Import Department, phone number: (4157667, mobile number 07705419074, and e-mail (dg@kimadia.gov.iq — dg2@kimadia.gov.iq dg1@kimadia.gov.iq) As well as the Department of Pharmaceutical Information and Public Relations on the website (www.kimadia.gov.iq) (from 8:30 am - 2:30 pm Baghdad time) and as indicated in the instructions to bidders.

2. Bidders shall fulfill qualifications requirements including: [Legal, technical and financial requirements and as mentioned in the tender documents.].

3. A complete set of Bidding Documents in English or Arabic Language may be purchased by interested bidders on the submission of a written application to the address below (no.3) and upon payment of a non-refundable & the price of buying tender will be by lump sum as follows:

- a- (1.000.000) one million Iraqi Dinar for the tender which charge less than (1.000.000) Dollars .
- b- (2.000.000) two million Iraqi Dinar for the tender which charge more than (1.000.000) Dinar.

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 by E-mail of kimadia & website of MOH & the bidder who is previously participated in the re-announced bid to submit the previous purchasing receipt with the re-announced tender documents. In the event of adjusting the purchase prices of these documents, the bidder shall bear the price difference in the event of an increase in the price and shall attach with his bid the first and second receipts

4. Bids must be delivered to the address below at or before (4/12/2024) at (2:30 PM) at Baghdad time & late bids will be rejected. Bids will be opened in the present of the bidders' representatives who choose to attend in person at the address below (Iraq/ Baghdad/bab-Almad,hm/Ministry of Health / The State Company For Marketing Drug Medical Appliances (kimadia) /6th floor committee of receipt & opening LAB tenders) in (5/12/2024) at (09:00) at Baghdad time .

All bids must be accompanied by a Bid Security of [insert amount in Iraqi Dinar] a ratio 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 svjtjh 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 4th.

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 from company which contracted with it or with its legal authorized for issuing the bond under formal & certified authorization.

e-the submitting of bond 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 bond.

f-the bond 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 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.

5- The address(es) referred to above is Baghdad/bab-Almadhm Ministry of Health / The State Company For Marketing Drug Medical Appliances (kimadia)/6th floor/Financial Dept. If the initial insurances are submitted in the form of a receipt and deposit receipt for that within the tender and delivered to the committee to receive and open offers before closing, and in all cases the insurances are attached with the tender and submitted to the committee above before the closing date, as well as the addresses referred to previously for submitting bids to the committee for receiving and opening bids Tel.4157667,Mobil:707705419074, switchboard:8,7,5,4158401(switchboard with 4line)

[Signature]

[PH. Ahmed Sami Abd -alsatar]

[Authorized of The State Company For Marketing Drug Medical Appliances (kimadia)]

Contents

Part 1- Contracting Procedures

It contains the following sections:

Section I: Instructions to Bidders (ITB)

This section of the Tender documents provides the information necessary for Bidders to prepare and submit responsive bids that fulfil the Contracting Entity's requirements. The ITB describe the critical steps of bid submission, opening and evaluation, and the award of contract. The ITB are to be used unchanged.

Section II: Bid Data Sheet

This section contains provisions concerning the supply process that supplement what is stated in Section I.

Section III: Evaluation and Qualification Criteria

This section defines the criteria used to determine the least-cost bid, and the qualification requirements that the bidder possesses to complete the Contract.

Section IV: Bidding documents

This section includes the bidding documents, and the accompanying Price Schedule.

Section V: Eligible Countries

This section includes information about the eligible countries.

Part 2 - Bidding Requirements

This Part contains the following:

Section VI: List of Contracting Requirements

This Section contains the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the (Laboratory Supplies and Equipment) and Related Services to be Procured.

Part 3: Conditions of Contract and Contract Forms

This Part contains the following:

Section VII: General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.

Section VIII: Special Conditions of Contract (SCC)

This Section contains clauses specific to each contract that amend or supplement Section VII, General Conditions of Contract.

Section IX: Contract Forms

This Section contains the form for the Agreement, which, once completed, incorporates any corrections and amendments to the accepted Bid relating to amendments permitted by the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

Part 1: Contracting Procedures
Section I: Instructions to Bidders

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Instructions to Bidders

A. General

<p>1. Scope of Tender</p>	<p>1.1 The Contracting Entity, as specified in the Bid Data Sheet (BDS) and in the Special Conditions of Contract (SCC), invites bids for the supply of (Laboratory Supplies and Equipment) as specified in the Bid Data Sheet and Contract Requirements List.</p> <p>The contract shall be financed from the amounts allocated in the budget specified in the Bid Data Sheet.</p> <p>1.2 The following terms will have the meanings specified in these tender documents: “writing” means any written or printed communication including the book / letter that is received by hand, or telex and fax; “today” means a sun day; the singular also means the plural.</p>
<p>2. Fraud and Corruption</p>	<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> <ol style="list-style-type: none"> 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:
	<ol style="list-style-type: none"> 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; 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;
	<ol style="list-style-type: none"> 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;
	<ol style="list-style-type: none"> 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>5. “obstructive practice” is</p> <p>5.1 deliberate 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 knowledge of matters relevant to the investigation or from pursuing the investigation; or</p>
	<p>5.2 the 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>
	<p>b. the contracting entity 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. the contracting entity will sanction a firm or individual in accordance with the applicable Iraqi laws, , including declaring its being 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. the contracting entity will have the right to inspect the accounts and records and other documents relating to the bid submission and contract performance of bidders, suppliers, and contractors and their sub-contractors and to have them audited by the competent authorities in accordance to the applicable Iraqi Laws.</p>

B. The Tender documents

<p>3. Content of Tender documents</p>	<p>3.1 The Tender documents are those stated below and shall be read in conjunction with any addendum issued in accordance with ITB Clause 5:</p> <p>Section I: Instructions to Bidders (ITB)</p> <p>Section II: Bid Data Sheet (BDS)</p> <p>Section III: Evaluation and Qualification Criteria</p> <p>Section IV: Bidding Forms</p>
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	<p>Section V: Eligible Countries</p> <p>Section VI: Contract Requirements List</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>
	<p>3.2 The “Invitation for Bidding /Advertising” does not form part of the Tender documents.</p>
<p>4. Clarification of Tender documents</p>	<p>4.1 A prospective Bidder requiring any clarification of the Tender 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. Copies of the Contracting Entity’s response shall be sent to all prospective Bidders who have purchased the Tender 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>
<p>5. Amendment of Tender documents</p>	<p>5.1 At any time prior to the deadline for submission of bids, the Contracting Entity may amend the Tender documents by issuing Addendum.</p>
	<p>5.2 Any addendum thus issued shall be part of the Tender documents pursuant to ITB Sub-Clause 3.1 and shall be communicated in writing to all purchasers of the Tender 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.</p>
	<p>5.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Contracting Entity shall extend, at its discretion, the deadline for submission of bids, in which case, the Contracting Entity will notify all Bidders by cable confirmed in writing of the extended deadline. The Contracting Entity shall announce any extension of the deadline for bid submission in same media as was done for the Short Procurement Notice of this tender</p>

C. Preparation of Bids

<p>6. Eligibility</p>	<p>6.1 This bidding process is to qualified firms from any eligible country in accordance with the applicable Iraqi laws,</p>
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	including the instructions of scientific offices for the year 1999. The Firms may be excluded from bidding if:
	<p>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"> (1) they have a common controlling partner; or (2) they receive or have received any direct or indirect subsidy from any of them; or (3) they have the same legal representative for purposes of this bid; or (4) they have a relationship with each other, directly or through common third parties, that puts them in a title 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 (5) a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one bid. or (6) a firm has been engaged by the Contracting Entity to provide specifications, and other documents to be used for the procurement of the (Laboratory Supplies and Equipment) described in these Tender documents.
	6.2 Staff of the Government and Public Sector cannot participate directly or indirectly in Public Tenders
	6.3 A firm declared Black listed or Suspended by the competent authorities shall be ineligible to bid during the period of time determined. A list in this regard is available on the website specified in Bid Data Sheet .
7. Eligibility proving documents (medical appliances) & services and their compliance with the tender documents	<p>7.1 Pursuant to ITB Clause 12, the Bidder shall submit, as part of its bid, documents establishing, to the Contracting Entity's satisfaction, the eligibility of the (Laboratory Supplies and Equipment) to be supplied under the Contract.</p> <p>7.2 The documentary evidence of the eligibility of the (Laboratory Supplies and Equipment) shall consist of a statement in the Price Schedule of the country of origin of the (Laboratory Supplies and Equipment) 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; as required by the legislation in force and as stated in the Bid Data Sheet.</p>

	7.3 The documentary evidence of conformity of (Laboratory Supplies and Equipment) as specified in Section VI Contract Requirements List may be in the form of literature, drawings, and data and shall consist of:
	a. a detailed description of the essential characteristics of the Laboratory Supplies and Equipment;
	b. an item-by-item commentary on the Contracting Entity's Technical Specifications demonstrating substantial responsiveness of the (Laboratory Supplies and Equipment) 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 Bid Data Sheet .
	<p>7.4 Unless the Bid Data Sheet stipulates otherwise, the (Laboratory Supplies and Equipment) to be supplied under the Contract shall be registered with the competent authority in Iraq. A Bidder who has already registered its (Laboratory Supplies and Equipment) by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the winning 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 (Laboratory Supplies and Equipment) for use in the Iraq.</p> <p>OR, if such Registration Certificate has not yet been obtained,</p> <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 the Bid Data Sheet.</p> <p>c. It is permissible to exclude from registration according to the powers of the Minister of Health.</p> <p>7.4.1 The Contracting Entity shall at all times cooperate with the winning Bidder to facilitate the registration process within Iraq. The agency and contact person able to provide additional information about registration are identified in the Bid Data Sheet.</p> <p>7.4.2 a. If the (Laboratory Supplies and Equipment) of the winning 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. The Minister of Health may exclude the winning bidder from submitting the Laboratory Supplies and Equipment registration certificate upon signing the contract, in which case the contract shall be valid.</p>
	7.5 For purposes of the commentary to be submitted 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.
8. Qualifications of the Bidder	8.1 The Bidder shall provide documentary evidence to establish to the Contracting Entity's satisfaction that:
	a. the Bidder has the financial, technical, and production capability necessary to perform the Contract, meets the Qualification Criteria specified in Section III Evaluation and Qualification Criteria .
	b. in the case of a Bidder offering to supply (Laboratory Supplies and Equipment), 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 (Laboratory Supplies and Equipment) to supply the (Laboratory Supplies and Equipment) in Iraq as per format of Manufacturer's Authorization Form in Section IV;
	c. in the case of a Bidder who is not doing business within Iraq (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the Contract) represented by a local service/maintenance supplier 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 specified in Section III Evaluation and Qualification Criteria (see additional clauses of Section III for Laboratory Supplies and Equipment). The necessity for companies to submit a no-objection letter issued by the General Tax Authority when they participate in the announced overtures
9. One Bid per Bidder	9.1 A firm shall submit only one bid as an individual Bidder and in accordance with ITB 6.1.a.
10. Cost of Bidding	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.
11. Language of Bid	11.1 The bid and all the correspondence and the documents exchanged between the Bidder and the Contracting Entity shall be prepared in the language referred to in the Bid Data Sheet. The Bidder may submit any of the literature related thereto which constitute part of its bid in another language. The texts of the bid language shall be accompanied with an accurate translation. The translation will be adopted for the purpose of interpreting the bid.
12. Documents Constituting the Bid	12.1 The bid submitted by the Bidder shall comprise the following:

	a. duly filled-in Bid Form and Price Schedule, in accordance with the forms indicated in Section IV;
	b. original form of Bid guarantee in accordance with the provisions of ITB Clause 17 (Bid guarantee);
	c. written power of attorney authorizing the signatory of the bid to commit the Bidder;
	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 Tender documents;
	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.
	f. Bidder's voucher of purchasing the Bidding Document.
	g. if applicable as per ITB Sub-clause 8.1(b), Manufacturer's Authorization Form as per format in Section IV
	h. any other required document shall be specified in the Bid Data Sheet .
13. Bid Submission Form	13.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule provided under Section – IV indicating the Laboratory Supplies and Equipment to be supplied, a brief description of the (Laboratory Supplies and Equipment), their country of origin, quantity, and prices.
14. Bid Prices and Discounts	<p>14.1 The Bidder shall quote their prices as per format of Price Schedule provided under Section IV all the specified components of prices shown therein. All the columns shown in the Price Schedule shall be filled up as required.</p> <p>14.2 The quoted prices for (Laboratory Supplies and Equipment) offered to be equipped domestically goods or (Laboratory Supplies and Equipment) of foreign origin located in Iraq shall be quoted in the Price Schedule given under Section IV (2). The quoted prices for (Laboratory Supplies and Equipment) to be imported from abroad, shall be quoted in the Price Schedule given under Section IV (3).</p> <p>14.3 While filling up the columns of the Price Schedule, the following aspects shall be noted for compliance:</p> <p>14.3.1 For domestic (Laboratory Supplies and Equipment) or (Laboratory Supplies and Equipment) of foreign origin located in Iraq, the prices under column 5 in the corresponding Price Schedule in at Section IV (2) shall be entered separately in the following manner:</p> <p>Column 5(a): The price of (Laboratory Supplies and Equipment), quoted ex-factory/</p>

	<p>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 (Laboratory Supplies and Equipment) quoted ex-factory etc. or on the previously imported (Laboratory Supplies and Equipment) of foreign origin quoted ex-showroom etc. This will also include charges towards Packing & 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 (Laboratory Supplies and Equipment) 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 (Laboratory Supplies and Equipment) to their final destination as specified in the Contract Requirements List.</p> <p>Column 5(d): prices of secondary services, including installation and the method of operation / use and training at the location of the beneficiaries (end user) as specified in the Contract Requirements List.</p> <p>14.3.2 For (Laboratory Supplies and Equipment) offered from abroad, the prices under Column 5 in the corresponding Price Schedule as per format in Section IV (3) shall be entered separately in the following manner:</p> <p>Column 5(a): The price of (Laboratory Supplies and Equipment) quoted CIP at port/airport of destination;</p> <p>Column 5(b): The price of (Laboratory Supplies and Equipment) quoted DDP (Delivery Duty Paid) at End-user site in Iraq as specified in the Contract Requirements List.</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 Contract Requirements List;</p> <p>14.3.3 Annual Maintenance Contract (AMC) at End-users' site for the stipulated years after warranty period in the Price Schedule as per format in Section</p>
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	IV (4), if applicable as specified in Contract Requirements List. The cost of AMC may be quoted along with taxes applicable on the date of Bid Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later. During AMC contract period the Supplier shall keep sufficient stock of spares required during and will to attend to the break down calls promptly. An UPTIME warranty of 'x'% per year during Annual Maintenance Contract, if applicable, as specified in Section VI Contract Requirements List shall be provided. In such cases if the Down Time exceeds (100-x) % per year during AMC period, it will extend the AMC period by double the down time period.
	14.4 The terms EXW, FCA, FOB, CIF, CIP, DDP, etc., shall be governed by the international rules for interpreting trading terms as prescribed in the current edition of INCOTERMS® published by the International Chamber of Commerce, Paris, (as stipulated in the Bid Data Sheet)
	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 and unchangeable 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 in Section VI Contract Requirements List , these Tender documents allow Bidders to quote separate prices for one or more schedules (or lots). The Bidder may quote for one or more schedules (or lots) but are required to quote for all items and its full quantity of the goods of that schedule. The Schedules (or lots) shall 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.
15. Bid Currencies	<p>15.1 Prices shall be quoted in the following currencies:</p> <ol style="list-style-type: none"> The Bidder shall express its prices for such (Laboratory Supplies and Equipment) to be supplied from Iraq in the Iraqi Dinar. The Bidder may express the bid price of the (Laboratory Supplies and Equipment) to be

	supplied from abroad as indicated in the Bid Data Sheet .
16. Bid Validity Period	16.1 Bids shall remain valid for the period stipulated in the Bid Data Sheet after the date of bid submission specified in ITB Clause 20. A bid valid for a shorter period shall be rejected by the Contracting Entity as nonresponsive.
	16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Contracting Entity may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid guarantee. The Bidder agreeing to the request will not be required or permitted to amend its bid, but will be required to extend the validity of its Bid guarantee for the period of the extension.
17. Bid guarantee	<p>17.1 The Bidder shall submit as part of its bid a Bid guarantee in the form of an unconditional guarantee and payable upon first demand and in any of the following modes or in the form of:</p> <ul style="list-style-type: none"> a. letter of credit as per the form attached in Section IV, b. certified check c. or any other form specified by the Contracting Entity in the Bid Data Sheet <p>The amount of the Bid guarantee shall be as stipulated in the Bid Data Sheet and in the Contract Requirements List in Section VI.</p>
	17.2 The Bid guarantee shall be addressed to the Contracting Entity stating the number and title Bidding No./LOI 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 guarantee shall, at the Bidder's option, be in the form of either a Letter of Credit or a Bank Guarantee from an accredited bank in Iraq and in accordance with the instructions of Central Bank of Iraq in the format provided in the Tender documents or any other form specified by the contracting party in the Bid Data Sheet or Bonds issued by the Republic of Iraq. In the case of Bank Guarantee submitted from the banks outside Iraq, it shall be endorsed and countersigned by accredited bank in Iraq by way of back-to-back counter guarantee.
	17.4 The contracting entity will (on the recommendation of the study and analysis committees) reject any bid

	that does not accompany it with an acceptable bid guarantee, as the bid does not respond to the conditions
	17.5 Upon the approval of the Contracting entity, the Contracting Entity has the right to release the Bid guarantees of the non-winning 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 guarantee of the winning Bidder will be returned when the Bidder has signed the Contract and submitted the required Good Performance Guarantee.
	17.7 The bid guarantee may be forfeited <ul style="list-style-type: none"> a. if the Bidder withdraws its bid after closing the tender, except as provided in ITB Sub-Clauses 16.2 and 22.3; or
	<ul style="list-style-type: none"> b. in the case of a winning bidder, if the Bidder fails within the specified time limit to: <ul style="list-style-type: none"> 1. sign the contract, or 2. submit the required good Performance Guarantee.
	<ul style="list-style-type: none"> c. If an unsuccessful bidder submits a complaint or objection in accordance with ITB 36, and then it becomes clear to the competent authorities that this complaint or this objection was for wrong or unjustified reasons; The value of damages resulting from this delay in signing the contract will be compensated according to the Iraqi laws and procedures in force.
	<p>17.8 If the bid guarantee 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 Bid Data Sheet Sub-Clause 17.1, and</p> <ul style="list-style-type: none"> a. if such a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form after closing the tender, except as provided in ITB Sub-Clause 16.2, or b. if such a Bidder is nominated as a winning Bidder and fails to: sign the Contract in accordance with ITB Clause 37; or submit a Good Performance Guarantee in accordance with ITB Clause 38; <p>the Contracting Entity may, if provided for in the Bid Data Sheet, declare the Bidder disqualified to be awarded a contract by the Contracting Entity and proceed with the administrative actions as stated in the Bid Data Sheet.</p>

18. Bid Form and Signature	18.1 The Bidder shall prepare an original of the bid, and may include a compact disk of the technical offer. The financial offer shall be submitted in one original (paper) form.
	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 Bid Data Sheet by those legally authorized to signed, which pursuant to ITB Sub-Clause 12.1 (c) shall accompany the bid. The Bidder has to ensure the signature of the Bid Submission Form and of every page of the Price Schedules and the attached documents to the Bid by the person signing the Bid. Noting that all pages of the bid where entries or corrections on entries have been made by the Bidder shall be signed or initialed by the person signing the bid. . The additions and corrections must be submitted by the bidder, and the signature should be in the first name or initials ,Prices shall be incorporated by the Bidder in words and figures as required in the Price Schedules. Any other requirement is specified in the Bid Data Sheet .
	18.3 The Bid shall contain no interlineations, erasures, or amendments to the Tender documents, except to correct errors made by the Bidder in preparing the Bid Forms and where accordingly such corrections shall be signed and initialed by the authorized person or persons signing the bid.

D. Delivery of Bids

19. Sealing and Marking of Bids	<p>19.1</p> <ul style="list-style-type: none"> a. Bidders may always submit their bids by express mail, express courier or by hand as per the Bid Data Sheet. b. The bidder must submit at least two additional copies of the tender's bid in addition to the original bid, which must include all the required documents, which will be approved and referenced, provided that all copies are (stamped with a live stamp from the company) Specifies the number of copies in the bid data sheet. c . The bidder puts the original copy (in a separate envelope) and is marked with the phrase (original copy) and each copy of the additional copies is placed in a separate envelope, and each envelope is marked with the phrase (an additional copy) and these envelopes (the original and additional) are placed in one envelope d. The Bid Opening Committee shall hand over the original copy of the bid to the head of contract formation to keep it and refer to it in the event of discrepancies and contradictions in the copies and to protect the bid from damage or damage that occurs during the bid evaluation process. Additional copies shall be delivered to the Analysis Committee.
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	<p>19.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none">a. bear the name and address of the Bidder and Bidder stamp on four corners;b. be addressed to the Contracting Entity at the address given in the Bid Data Sheet;c. bear the Tender, Tender number. and IFB number indicated in the Bid Data Sheet; andd. bear a statement “DO NOT OPEN BEFORE [date and time]” to be completed
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	with the time and date specified in the Bid Data Sheet relating to ITB Sub-Clause 20.1.
	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.
20. Deadline for Submission of Bids	20.1 Bids shall 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 Bid Data Sheet . 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 Tender 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.
21. Late Bids	21.1 Any bid received by the Contracting Entity after the deadline for submission of bids prescribed in ITB Clause 20 will be rejected.
22. Amendment and Withdrawal of Bids	22.1 The Bidder may amend or withdraw its bid after submission, provided that written notice of the amendment, 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 amendment 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"> a. The Bidder shall provide an original and the number of copies specified in Bid Data Sheet article 19.1 of any amendments to its bid, clearly identified as such, in two inner envelopes duly marked "BID AMENDMENT-ORIGINAL" or "BID SUBSTITUTION-ORIGINAL" and "BID AMENDMENT-COPIES" or "BID SUBSTITUTION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID AMENDMENT" or "BID SUBSTITUTION." b. Other provisions concerning the marking and dispatch of bid amendments shall be in accordance with ITB Sub-Clauses 19.2 and 19.3.

	<p>22.3 A Bidder wishing to withdraw its bid shall notify the Contracting Entity in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for submission of bids and shall:</p> <ol style="list-style-type: none"> 1. be addressed to the Contracting Entity at the address named in ITB Sub-Clause 19.2 (b) 2. bear the Invitation for Bids (IFB) title and number indicated in named in ITB Sub-Clause 19.2 (c) and the words “BID WITHDRAWAL NOTICE” and 3. be accompanied by a valid written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.
	<p>22.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 22.3, shall be returned unopened to the Bidders.</p>
	<p>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 guarantee, pursuant to ITB Sub-Clause 17.7.</p>

E. Opening and Evaluation of Bids

<p>23. Opening of Bids</p>	<p>23.1 The Contracting Entity (Bid Opening Committee) will open all bids, including withdrawal notices and amendments, in public, in the presence of Bidders or representatives (authorized) who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. Bidders or representatives shall sign a register as proof of their attendance.</p>
	<p>23.2 Envelopes marked “WITHDRAWAL” shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal notice shall be permitted unless the corresponding withdrawal notice with a valid authorization is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to</p>

	request the substitution and is read out at bid opening. Envelopes marked "AMENDMENT" with a valid authorization shall be read out and opened with the corresponding bid.
	<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 guarantee, 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>
	23.4 Bids (and amendments 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, 23.4, and 23.6 and including in minimum the following information about:</p> <ul style="list-style-type: none"> - sealing and stamping of the envelopes; - the price of the bid (per lot) if any, including any discounts, any conditional prices or any other bid discounts; - marking clearly any alteration, erasure, correction made by the Bidder on the prices schedules, signed by the head and the members of the Bid Opening Committee - slashing un-priced items with horizontal lines; along with the signature of the chairman and members of the Bid Opening Committee - the Bidder's signatures on the Bid Submission Form and other attached Bid Forms and of every page of the price schedules; - number of pages of each Bid; - any other relevant remarks and reservations made by the Bidder on the Bid; - any other remarks and general description and highlights to be made by the Committee on any attachments to the Bid. <p>All Bid's content and attachments will be initialled 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.</p>
	23.7 The Bidder's representatives who are present shall be requested to sign the minutes with the right to add any comment on the performance of the Committee. The omission of a Bidder's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes shall be distributed to all Bidders who wish to retain its copy.

	<p>23.8 All Bids' prices, technical specifications, and implementation periods will be officially placed on the Contracting entity's bill board while stating that these are to be analyzed and verified further.</p> <p>23.9 The minutes of the bid opening committee and additional copies of the bid are referred to the bid analysis and evaluation committee, with the head of contract formation handing over the original bid copy and informing the head of the contracting authority.</p>
24. Clarification of Bids	<p>24.1 During evaluation of the bids, only the Contracting Entity (Bid Evaluation and 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>
25. Confidentiality	<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 (Bid Evaluation and 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>
26. Initial auditing of bids and determination of its responsiveness	<p>26.1 The Contracting Entity (Bid Evaluation and 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 submitted, whether the documents have been properly signed, and whether the bids are generally in order.</p>
	<p>26.2 The Contracting Entity (Bid Evaluation and 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 (Bid Evaluation and Analysis Committee) will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Tender documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Tender documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one:</p> <ol style="list-style-type: none"> 1. that limits in any substantial way the scope, or quality of the (Laboratory

	Supplies and Equipment)
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	<p>and related Services;</p> <p>2. that limits, in any substantial way that is inconsistent with the Tender documents, the Contracting Entity's rights or the winning Bidder's obligations under the Contract; and</p> <p>3. that the acceptance of which would unfairly affect the competitive title of other Bidders who have submitted substantially responsive bids.</p>
	<p>26.4 If a bid is not substantially responsive, it will be rejected by the Contracting Entity (Bid Evaluation and 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</p>
27. Correction of Errors	<p>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 refuses to correct the mathematical errors, his bid will be rejected and the value of his bid guarantee will be forfeited..</p>
28. Conversion to Single Currency	<p>28.1 To facilitate evaluation and comparison, the Contracting Entity (Bid Evaluation and Analysis Committee) 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</p>
	<p>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 opening.</p>
29. Evaluation and Comparison of Bids	<p>29.1 The Contracting Entity (Bid Evaluation and Analysis Committee) will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 26.</p>
	<p>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 price, if applicable as per Contract Requirements List as per ITB Sub-Clause 14.3.3 for subsequent stipulated years after warranty period, The annual maintenance contract (AMC) price will also be calculated when comparing the bid prices and determining the order of the candidates.</p>

	<p>29.3 for comparing/evaluating of Bids, and ranking of candidates, the following will be calculated:</p> <ul style="list-style-type: none"> • The prices of domestic (Laboratory Supplies and Equipment) or those of foreign origin located within Iraq, as brought out in ITB Sub-Clause 14.3.1 and stipulated in Price Schedule in format in Section IV(2), • The prices of (Laboratory Supplies and Equipment) offered from abroad, as per ITB Sub-Clause 14.3.2 and as stipulated in Price Schedule in format in Section IV(3) • Annual Maintenance Contract (AMC) price, as per the attached prices schedule in section IV(4) and in case the list of contracting requirements and ITB 14.3.3 stipulates on the necessity to insure the maintenance for the years following the defects warranty period.
	<p>29.4 The rate of quoted Annual Maintenance Contract (AMC), if applicable, as per Section VI Contract Requirements List, will be calculated for comparison/ranking purpose at (Net Present Value - NPV) considering discount rate as brought out in Bid Data Sheet.</p>
	<p>29.5 If more than one schedule (or lot) has been specified in Section VI Contract Requirements List, the Bidders are required to quote as stipulated in ITB Sub-Clause 14.7. Bids shall be evaluated for each schedules (or lots) separately.</p>
	<p>29.6 The Contracts may be awarded for each schedule (or group) separately by the responsive bidder with the lowest evaluated bid as per ITB Clause 8 and after the application of margin of preference according to ITB Clause 30.</p>
30. Margin of Preference	<p>30.1 Unless otherwise stated in Bid Data Sheet, a margin of preference shall be adopted for bids from local bidders.</p>
31. Contracting Entity's Right to accept or reject all or any of the Bids	<p>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.</p> <p>In case of annulment, all bids submitted and specifically, bid guarantees, shall be promptly returned to the Bidders together with the fees of purchasing the Tender documents as paid by the Bidders.</p>
32. Eligibility and Qualification of Bidder	<p>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 for ensuring its ability to carry out the contract in an accepted manner.</p>

	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

33. Award Criteria	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.
	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 guarantee.
34. Contracting Entity's Right to Amend Quantities at Time of Award	34.1 The Contracting Entity reserves the right at the time of Contract award to increase by a percentage no more than 20% or decrease no more than 15% of the value of contract (as stipulated in Bid Data Sheet) without any change in unit price or other terms and conditions.
35. Notification of Award	35.1 Prior to the expiration of the period of bid validity, the Contracting Entity will notify the winning 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 awarding the bid, and shall publish the results as per the applicable Iraqi Laws identifying the bid and lot numbers and the following information: (1) name of each Bidder who submitted a Bid; (2) bid prices as read out at Bid Opening; (3) name and evaluated prices of each Bid that was evaluated; (4) name of bidders whose bids were rejected and the reasons for their rejection; and (5) name of the winning Bidder, and the Price and currency it offered, as well as the duration and summary scope of the contract awarded.
	35.2 The notification of award will constitute the formation of the Contract (initial contract) subject to settlement of Appeal by non-winning bidder as per ITB Clause 36.

	35.3 Upon the winning Bidder's submitting of the signed Contract Form and Good Performance Guarantee pursuant to ITB Clause 38, the Contracting Entity will promptly discharge the bid guarantees of the non-winning Bidders, pursuant to ITB Clause 17.
	35.4 If, after notification of award, an non-winning Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Contracting Entity. The Contracting Entity will promptly respond in writing to the non-winning Bidder.
36. Complaints and Appeals	The mechanism used in considering the complaints of the Bidders is adopted in accordance with the instructions for the implementation of the general government contracts in force.
37. Signing of Contract	37.1 Promptly after the Contracting Entity notifies the winning 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 Section IX of the Tender documents, incorporating all agreements between the parties and as indicated in Bid Data Sheet . The Contract has to be endorsed as indicated in Bid Data Sheet .
	37.2 The winning bidder has to sign the contract agreement and return it to the Contracting Entity within the specified period. In case of an non-winning Bidder's appeal as per ITB 36, the Contracting Entity has still the right to proceed with the Contract with the Winning 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. <ul style="list-style-type: none"> a. Notifying the competent court of its decision with all details and justifications. b. Securing the consent of the competent court by submitting a signed commitment to compensate for any damages that may arise in the future due to the execution of the contract, if the judgment of the competent court is contrary to the decision of the Contracting Entity.
38. Good Performance Guarantee	38.1 Within fourteen (14) days 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 winning Bidder shall submit the Good Performance Guarantee 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 Good Performance Guarantee.
	38.2 Upon the failure of the winning Bidder to submit the above-mentioned Good Performance Guarantee or signing the Contract within the period specified under ITB 37.2, From instructions to the bidders, the Contracting

Section II: Bid Data Sheet (BDS)

	<p>Entity will send an official notice for the winning Bidder to sign the Contract within fifteen (15) days from receiving this notice, after this period the Contracting Entity has sufficient grounds to proceed with the annulment of the award and forfeiture of the bid guarantee 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 guarantee. These actions will be taken against the declined bidders provided they decline during their Bid validity.</p>
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Section II: Bid Data Sheet (BDS)

The following specific data for the (Laboratory Supplies and Equipment) 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>Name of Contracting Entity: [<i>The Ministry of Health / The State Company For Marketing Drug Medical Appliances (kimadia)</i>].</p> <p>Type of (Laboratory Supplies and Equipment)</p> <p>Project or Tender: PUBLIC HEALTH PESTICIDES</p> <p>Tender Number: LAB /2024/20A</p> <p>IFB Number: (39)</p> <p>The number and identification of schedules (lots) comprising this IFB is detailed in Contract Requirements List are:[The number and identification of schedules (lots)comprising this IFB is detailed in Schedule of Requirements are : 3 tables (Table 1 list of goods, implementation schedule and delivery conditions Table 2 Secondary Service Range Table 4 Technical Specifications)]</p> <p>[current Federal Budget for [<i>The Ministry of Health / / The State Company For Marketing Drug Medical Appliances (kimadia)</i>]</p> <p>The source of funding for the contract(s) is: Finance Ministry</p>
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B. The Tender documents

4.1	<p>Contracting Entity's / duly authorized Purchasing Agent's address: [Baghdad/bab-Almadhm /Ministry of Health / The State Company For Marketing Drug Medical Appliances (kimadia)/7th floor / Laboratory Equipment Import Department /E-mail : <u>dg@kimadia.gov.iq</u> <u>dg2@kimadia.gov.iq</u> <u>dg1@kimadia.gov.iq</u> /Mobil: 07713736516 .</p> <p>Requests for Clarification are to be hand delivered or sent by express courier and "are" accepted by cable.</p> <p>Adoption the bidder address which install in the tender & address for correspondence &communications, the bidder should notice the contracting party with any change to this address within seven days of receiving.</p> <p>-additional to ITB :</p> <p>- Specifying the date of conference specialized to answer all the participants in the bid inquiries will be on : (27/11/2024).</p>
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C. Preparation of Bids

<p>ITB 6.3</p>	<p>List of disqualified bidders(un qualified legally) is available on the following website address that related to Ministry of Planning /Office of general contracts HTTP://WWW.mop.gov.iq</p> <p>Additional to ITB to be add the following point:</p> <p>-or lag or breach their previously contractual obligation with the same contracting Entity or with another contracting entity as per a legal documents .</p> <p>-Companies will be black listed for the following cases:</p> <p>a-Dealing with foreign boycotted companies.</p> <p>b-When a bribery action is proved to one of the official employees.</p> <p>c-When prove there is forgery in the offer or any other tender documents.</p> <p>d-When false details concerning the relegation are submitted leaded to damages in the public benefit.</p> <p>e-When there is a breach in the contracting invitation conditions or technical specification leaded to damages in the public benefit.</p> <p>f-When the seller not adhering with the professional rules & conditions by following the illegal competitive ways.</p> <p>g-When the seller not signing the contract after notified him with the relegation letter.</p> <p>h-The work will be taking back when proved delay in executed the tender or breached his contractual obligations.</p>
<p>ITB 7.2</p>	<p>The legalization of certification will be per the instructions of implementation the contracts (No.2) year 2014 According to the controls No. 13 attached to the instructions for the implementation of government contracts No. 2 of 2014.</p>
<p>ITB 7.3 (c)</p>	<p>Documentation requirements for eligibility of (Laboratory Supplies and Equipment).</p> <p>In addition to the documents stated in Sub-Clauses 7.2 and 7.3 (a) and (b), the following documents shall be included with the Bid:</p> <p><i>[1-present the certification of origin against the import items for contracting Entity that issued from the manufactory country If more than one country or shipping country participates in the production of the item 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.</i></p> <p><i>2-(FDA,GMP,EMA,JAP,MHLW,U.S,AUS-TAG,UK.MHRA,SWISS-MEDIC,Canadian) Certificates should be enclosed with the submitted offer if it available .</i></p> <p><i>3- To submit a certificate of company establishment for the manufacturer and supplier companies with the offer (it should be original , legalized and new.</i></p> <p><i>4- Presenting the final settlements which related to Manufacturer Company for the</i></p>

Section II: Bid Data Sheet (BDS)

	<p><i>last five years final accounts which show a profit during the last five years & average rates and the final settlements should be presented in English & Arabic language only. & the indicator of final fundamentalism accounts for recent five years is appositive.</i></p> <p><i>5- The participant companies should submit their contracts prices with the other countries and neighbor countries to Iraq ,these attachment prices should be confirmed , signed and stamped by the company that submit the offer.]</i></p> <p>6- Samples will be submitted include (company manufacture name ,item name, production date,expire date,batch number) during the announcement period. Otherwise, bids whose samples are not submitted during the announcement period will be excluded (with the possibility of accepting samples in necessary cases after the closing date of fifteen (15) days as a maximum, with the condition that the study and bid evaluation committees do not carry out their tasks by studying the submitted bids.</p> <p>7-The controls for the processing of medicines, serums, vaccines, medical and service supplies and devices, and the instructions for the implementation of government contracts No. 2 of 2014 and the controls attached to them are an integral part of the tender document.</p>
ITB 7.4	Not Required.
ITB 7.4 (b)	Not applicable
ITB 7.4.1	Not applicable
ITB 11.1	<p>The language of the bid is: Arabic &English.</p> <p>In case of more than two permitted languages to Bid& contract the Arabic language will be depend as an official language to government .</p>

ITB 12.1	<p>In addition to the documents stated in Paragraphs 12.1 (a) through (f), the following documents shall be included with the Bid :</p> <p>In addition to the documents stated in Paragraphs 12.1 (a) through (f) the commercial terms (name of manufacturer(produced company) ,origin of goods , delivery time, method of delivery, packing details, entry port ,shipping port, shipping way)&all the following documents:</p> <p>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. .</p> <p>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.</p> <p>3-Attached in closing the same works if its exist indicated from contracting parties</p> <p>4-Submit to GRD the original certifies establishment certification for both manufacturer and supplier companies which translate to English.</p> <p>5-The final calculation for the companies for the latest five years that certified from the commercial file and Companies are obligated to submit their final accounts for the last two years, if they exist (that is, the company does not have final accounts because it is newly established).</p> <p>6-The final calculation should be presented only in English or Arabic language.</p> <p>7-official certified letter from the manufacturing company stating the names , official position and signature forms for the person how will sign the contract.</p>
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	<p>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.</p> <p>9- In case that the goods 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.</p> <p>10-The company should mention in the tender presentation the name and location of the company which from we equipped.</p> <p>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.</p> <p>12- Catalogues, complete detailed specifications for the items and all information should be sent with the offer.</p> <p>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:</p> <p style="padding-left: 40px;">A- Your factories have to obliged with the technical international requirements (ISO) or others which dependable from MOH. For the manufacturer company</p> <p style="padding-left: 40px;">B- Your products have to obliged with the technical international requirements which dependable from MOH. For the manufacturer company</p> <p style="padding-left: 40px;">C- Your technical & financial qualification.</p> <p style="padding-left: 40px;">D- Your yearly capacity obligations included your companies' contracts with any advanced country for supplying the similar products.</p> <p style="padding-left: 40px;">E- The required work plan</p> <p>14- The supplier can request the confirmation of the L/C on his account on condition that it should be stated in the offer.</p> <p>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)</p>
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	<p>16- It is necessary for companies to submit a non-objection letter issued by the General Tax Authority, and if this is not possible, an amount covering the tax will be withheld and will not be released until after receiving a (clearance) letter issued by the General Tax Authority</p> <p>Sample clause:</p> <p>Bidders who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. A “primary manufacturer” is defined as a company that performs all the manufacturing and formulating operations needed to produce Laboratory Supplies and Equipment, including processing, blending, formulating, filling, packing, labeling, and quality testing. The Bidder shall submit a certificate from the competent Regulatory Authority (RA) that the manufacturer is licensed to manufacture the (Laboratory Supplies and Equipment) offered.</p>
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14	<p>14.1- The seller is responsible for submit the training course for medical , technical and Kimadia staff , inside and outside Iraq free of charge. The training period must be enough and given inside training courses on our request</p> <p>The seller should specify the training value in the presented offer and it is from the total contract amount.</p> <p>The second party has to execute the training clause within a period of (180 days) from the date of notification of the ministerial order regarding the execution of the training paragraph. Otherwise, a delay penalty will be imposed for each day of delay and from the amount specified for training and does not exceed 25% from The training value (training value/training period x25%= the delay penalty for one day and when the delay penalty reaches the maximum limit referred to, the first party has the right to take all the legal procedures against the second party and to bear all the legal actions.</p> <p>14.3.2- the price to be quoted on CIP Baghdad to KIMADIA warehouse basis in U.S. Dollar,</p> <p>14.3.3- Equation of the maintenance contract as an independent contract and warranty and maintenance regarding the supply of goods:</p> <p>A- The second party (the seller) must carry out all swindling and operating works free of charge within a period of 15 days for each device for all contracted devices starting from the date of arrival of the devices to the hospital, otherwise a delay fine of X% is imposed for the duration of the contract</p> <p>B- Percentage in case the fault period is exceeded will be 100% - x If it is exceeded failure period of 100% -x, in which case the period of this contract must be extended twice the period of breakdowns and pauses as compensation for stopping devices for this period, provided that the extension period does not exceed the maintenance fixed in the contract</p> <p>14.6-As well as monition in ITB we will do:</p> <p>-Neglecting the offer based on reduction a percentage or fixed sum in any of the other presented offers in the tender and not accept any reservation and any reduction against the price 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>
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14.4	INCOTERMS current edition shall be adopted (state the issuance year of the INCOTERMS current edition)
ITB 15.1	b) Foreign currencies: The prices should be submitted in U.S. Dollar by ink or by printing form (figures and letters) clearly without rubbing or scratching
ITB 16.1	<p>The bid validity period shall be (365) days after <i>the deadline for bid submission</i>, as specified below in reference to ITB Clause 20. Accordingly, each bid shall expire after (4/12/2025)</p> <p>Bid guarantee shall be valid (28) days after the end of the bid validity period. Accordingly, a bid with a bid guarantee that expires before (1/1/2025) shall be rejected as nonresponsive.</p> <p><u>{Note: Many bids are rejected due to minor errors in calculating the validity period of the bid guarantee. Therefore, the contacting entity must specify clearly the expiry date of the tender guarantee period}</u></p>
ITB 17.1	<p>Public companies exempt from submitting the bid bond and letter of guarantee good execution stipulated by instruction of implementation the contracts (no.2) year 2014.</p> <p><u>{If decided by the Contracting Authority</u> :The Contracting Authority has decided not to ask for Bid Securities in case they get exception from specialist sides.</p> <p>The amount of the bid security shall be [insert fixed amount equivalent to 1% of the Bid price or 1% of the Tender budget which amounting Iraq quotes the rate of exchange to the Iraqi Dinar.</p> <p>As well as monition in 17.1 will be (d)or svthj</p> <p>It should be consider as follow:</p> <p>1-Bid bond should submit by the bidder or any of the share holders of the company or companies participate under contract for the benefit of contracting party and include a reference to the name and number of tender.</p> <p>2- the Letter of Guarantee should issue from company which contracted with it or with its legal authorized for issuing the bound under formal and certified authorization</p> <p>3- The submitting of Letter of Guarantee should attached with Litter of legalized issuing (private & secret) send to kimadia by the bank who issued the bond.</p> <p>4-the Letter of Guarantee must issue by two languages (Arabic& English).</p> <p>-As well as monition in 17.7 should be consider the following phrase:</p>

	<p>1-(Or reject the correction on his arithmetical error in tender & its reversal on awarded decision & legal action will be taken against your firm as state in instruction of execution a government contract) .</p> <p>2- When submitting false data in illegal ways and in violation of the terms of the tender</p> <p>5. It is possible to submit the primary insurance in the form of a receipt paid directly to the treasury of the contracting party (The State Company for Marketing Drugs and Medical Appliances (Kimadia))</p>
17.4	Special for a dependable companies as per conditions of dependable companies .

<p>ITB 17.8</p>	<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 & 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"> -confiscation the bid bond against the breach bidder. -the contract will be transferred to the second participant if such attitude will achieve the common weal. -the bidder will bear the price differences between the awarding if available. - If the participants in the tender reject executing the contract after notification with awarding, the following procedures will be taken against bidder:- a-Executing the contract on his account without needing to warn him or take any other legal procedure. b-In case of breach the two candidate first &second the contracting side has the right to refer the tender on third bidder & each of two breach the difference of price according to the difference amounts for their nomination & confiscated the bid bond for two. c-In case of breach the third candidate the bid bond will confiscate & 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. d - Applied to three bidders the procedure which stipulated above when breached during the period of close date for tender.
<p>ITB 18.1</p>	<p>Required number of copies of the bid as well as to original tender :(3) copies.</p> <p>It will amendment 18.1 from ITB to be:</p> <ul style="list-style-type: none"> -.Submitting offers in an original copy signed live and marked with the word (original) that includes the technical and commercial offer and is stamped with the company's seal and indicating the website, the e-mail address of the supplier, the full address of the processing company and the name of the bidder authorized to sign by the processing company with the submission of three copies marked with the word (true copy) coupled with a flexible disk or CD containing the information of the paper offer and when there are material differences between the paper offer and the automatic offer of our company The right to neglect the offer and rely on the paper offer in In the event of minor differences, noting that these differences are determined whether they were minor or not simple by the committee to study and analyze the offers. - The prices should be submitted in USA Dollar & stated in numbers & writing for each item clearly without wipe & deletion & in case of a difference between the numbers & writing, the price in writing will be reliable & the price of each unit is the dependable price for the unit (piece or set) & 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

Section II: Bid Data Sheet (BDS)

	& this prices should be final & un negotiated & the priced offer should be signed & stamped from the company that submitted the offer or the scientific bureau who authorized to sign & stamp frankly & the signature should be alive & 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 form of the person who submitted the tender And otherwise he neglects giving
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<p>ITB 18.2</p>	<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"> - Offers should be submitted directly by the manufacturing company through either the following: - Director General or his representative. - Assistant of Director General or his representative. - Sales manager (marketing) - Commercial manager. - Legalized scientific bureau <p>-We can accept the authorization of any representative of the company not stated above provided that his authorization should fulfill the legal form and the required legalization.</p> <p>Special instruction concerning the authorization letters (A.L)</p> <p>(I) –The authorization letter should be legalized officially by:-</p> <p>A-The chamber of commerce in the country of origin</p> <p>B-Ministry of foreign affairs in the country of origin or notary public.</p> <p>C -Iraqi embassy in the country of origin or its representative there.</p> <p>D- Iraqi ministry of foreign affairs in Baghdad should seal and legalize upon agreement & signature of the Iraqi embassy in the country of origin .</p> <p>E-In any way, if the Iraqi embassy cannot 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</p> <p>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 .</p> <p>(II)-The company should mention in the authorization letter whether it's a manufacturer or supplier ((marketing company))</p> <p>(A) In case of being supplier, you should explain the following:-</p> <ul style="list-style-type: none"> -names &specialties of the manufacturing companies. -you should have a legalized authorization letter from the manufacturing companies as mentioned above icon no. (I). -your manufacturing company should mention that you are a sole and exclusive (supplier) for all its products in Iraq. <p>(B) In case of being a manufacturer, you should explain the following:-</p> <ul style="list-style-type: none"> - Mention &verify your specialties (having special knowledge a particular system) - should mention a sole &exclusive representative to deal with for all your products ,also should indicate names of your factories and branches by submitted an original
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	<p>establish certification & certified that proved the company factories & its branches.</p> <p>(C) -the A.L should be legalized as mentioned in icon no (I).</p> <p>(D) – 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>(III) – Third: a- Based on the instructions of scientific offices No. 4 of 1998</p> <p>1- The company should specify the name of Iraqi scientific bureau & the name of pharmacist who is licensed from Iraqi syndicate of pharmacists follow up and validity of the completion of technical data upon request by the committee of study and analysis in case of submitting the tenders through scientific bureau, or to forward an authorization for signing the contract as an agent also on the list of the submitted tender and its documents, The scientific bureau should be the exclusive representative to all company products or dealing directly with the company through formal authorize as shown in article no.(6)</p> <p>(IV) –The authorization letter must be entitled to kimadia, the state company for marketing drugs and medical appliances, directorate general of medical information ((DGMI) fifth floor – relation section and before the closing date.</p> <p>(V)- The name of scientific bureau scientific bureau will added in contract.</p> <p>(VI)-The authorization issued by the manufacturer to marketing company, (in case of the contract with marketing company) should clarify the competence of marketing company concerning the following:</p> <p>A-The signing of contract &execution all its obligations, should be by the marketing company exclusively</p> <p>B-The negotiation about technical affairs and prices.</p> <p>C-To specify the beneficiary applicant &details from documents L/C& beneficiary from bank account with the whole banking details the beneficiary who sign the contract with our firm is the same beneficiary (side)</p> <p>D-To specify the correspondences &the authorities which concerning with tenders as far as submitting it, stamp it, sign it ,open it &submitting the prices without satisfaction to issue free authorization which is authorize all these competence</p> <p>E-The confirmation to continuous of execution all contracting obligation &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 &its products & full address &the details for manufacturing & marketing companies &to complete the stamps& legalizations as it done now.</p> <p>F-The contracted companies should submit the legal &required assurances according to the conditions of invitation within stipulated period in these instructions.</p> <p>(VII)-Mention the names of authorized persons who signing the contracts and their administrative description and examples of their signature</p> <p>8-Your offers should include copies of all original legalized authorization from the manufacturing companies to the marketing companies also to present original</p>
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	<p>legalized copies as in point (4) from article (6) to be handed to DGMI include all legalization above.</p> <p>9- 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>10- Exclusion the tenders which not state in or in the authorization documents (the legality relationship between the company in clear &candid way, e.g.: the mother company & its branch or the new company which result from sell or merger the companies with each other....etc.).</p>
18,3	<p>In addition to the instructions to the bidders, the following are added:</p> <p>- The participant has no right to object to any of the terms of the tender.</p>

D. Submission of Bids

ITB 19.1 (a)	Bidders are "not entitled" to submit their bids by e-mail.
ITB 19.1 (b)	The number of copies of the tender required in addition to the original tender is: / (3)/.
ITB 19.2 (b)	<p><u>For bid submission purposes, the Contracting Entity's address is:</u></p> <p>Street Address: [Baghdad/bab-Almadhm ,Ministry of Health /]</p> <p>Floor/Room number: [Ministry of Health / / The State Company For Marketing Drug Medical Appliances (kimadia) /6th floor/Financial Dept./receipt &opening the tender committee]</p> <p>City [Baghdad]</p> <p>ZIP Code: [00964]</p> <p>Country: [Iraq]</p>

ITB 19.2 (c)	<p>The Tender, Tender No. and IFB No are:</p> <p>Tender: Tender reference recent Iraqi federal budget</p> <p>Reference letter of invitation to bid: [The State Company For Marketing Drug Medical Appliances (kimadia)]</p> <p>Tenders 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 otherwise the offer will be neglected the address of the company inside and outside Iraq.</p> <p>-the additional enclosures should be sending with the offer.</p> <p>-number of pages for each offer.</p>
ITB 20.1	<p>Deadline for bid submission is: close date (4/12/2024) at 2:30pm time Baghdad-Iraq. If the closing day falls on an official holiday the new closing date shall be in the first working day following the holiday</p>

E. Bid Opening and Evaluation

23.1	<p>The bid opening shall take place at: Ministry of Health /</p> <p>Street Address: [Baghdad/bab-Almadhm]</p> <p>Floor/Room number: [Ministry of Health The State Company For Marketing Drug Medical Appliances (kimadia)/6th floor./receipt & opening the LAB. tender committee</p> <p>City: [Baghdad]</p> <p>Country:[Republic of Iraq]</p> <p>Date: 5/12/2024</p> <p>Time: 09:00 am Baghdad time</p> <p><u>{Note: The bid opening date must be the same as the deadline for receipt of bids or immediately after, in order to reduce potential complaints related to unsafe storage of bids. In exceptional cases and when it is not possible to perform the bid opening at the same deadline for the submission of bids, and after the approval of the contracting authority, the date for the bid opening may be determined on the morning of the next business day, in accordance with the applicable Iraqi laws.}</u></p>
27	<p>Additional to state in IOB :</p> <p>- If paragraph or paragraphs did not record the price towards them in the tender .in this case the cost of the paragraph or paragraphs & with limits quantities assigned to the total price of tender.</p>

Section II: Bid Data Sheet (BDS)

ITB 29.4	Not applicable on laboratory items.
ITB 30.1	<i>Not applicable</i>
32	<i>In addition to the instructions mentioned in this paragraph to bidders, the following condition shall be observed: - The contracting party (General Company for Marketing Medicines and Medical Appliances (Kimadia) may accept bids that are less than 20% of the estimated cost, taking into account what is stated in paragraph XVII/7 of the controls - (Powers of the Central Committee for Review and Approval of Referral), which provides for the approval of the tender nominated for award if it does not exceed 20% of the estimated cost with the possibility of negotiation for what increased For that to enter it within the validity - the seller must start registering his company within one month after the date of assignment and the period must not exceed six months to complete the registration (in the event of a registration exception)</i>
ITB 34.1	<p>(amendment this clause from IOB to read:</p> <p>- upon relegation , the Contracting Entity have right to increase or decrease the quantity of terms & service that specified in schedule of Requirements , before contracting. .</p> <p>- The contracting party (the General Company for Marketing Drugs and Medical Appliances (Kimadia)), may split the referral of the supply of goods, materials or services to be supplied.)</p>

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. 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 depended procedures in this matter in Iraq.</p>
ITB 37.2	<p>In case that ,the judgment of the specialized court was contrary to a contracting side's decision that has been continued the procedures contract, the bidder who appeal the judgment have to follow the specialized courts to compensate request if it was his appeal was for right reason. Or in case the procedures stopped by specialized court order & judgment issued from the same court the contracting procedures with the objecting bidder , contracting side could be effective the opposite suit that claim to obligate the objecting bidder to compensate any damage will result in future because of contract execution.</p> <p>The contrarian who is officially notified of the assignment must sign the contract within a period not exceeding (30) days for foreign companies from the date of notification of the assignment As for Iraqi companies, the contract is signed within a period not exceeding (14 working days) from the date of notification of the assignment</p>

<p>ITB 38.1</p>	<p>Submission of final bonds in the form of a letter of guarantee Good performance after notification of the letter of assignment and before signing the contract and at a rate of 5% five percent of the contract amount The supplier must submit an undertaking with the offer to provide a guarantee of good performance when notified of the assignment</p> <p>a- The bank guarantee is presented after the issuance of the assignment letter and before signing the contract, and it remains valid throughout the term of the contract</p> <p>b-The Bank guarantee Should be issued by Iraqi governmental or private Iraqi Bank, and that reliable government banks hasn't the right to issue bank guarantee to foreign company unless submitting requital guarantee issued by foreign Bank (Back to Back) Which has classification issued by one of International classification organizations (Moody's standard and poor) and others or by each insurance not less than guarantee amount and without intermediate from T.B.I and the guarantee should be in Arabic and English language and the Arabic language is one which depend on.</p> <p>c- performance bond should issued from company which contracted with it or with its legal authorized for issuing the bound under formal and certified authorization should be submitted to the bank and include on the term of bond or attached letter issues from the bank which issuing it .</p> <p>d- The submitting of performance bond should attached with letter of legalized issuing (private and secret) send to kimadia by the bank who issued the bond which not conditional and for the favor of (kimadia). And Kimadia has the right to extend or confiscate the performance bond if required to do so, without objection of correspondents or suppliers and with the first written claim.</p> <p>e -The companies &scientific bureaus should take in consideration the following when issued the performance bond:-</p> <p>1-The letters of guarantee should issues by name of company which signed the contract exclusively.</p>
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	<p>2-You should confirm the availability of contract no.at letter of guarantee.</p> <p>3-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>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-The letter of guarantee should be by (Arabic &English) and the Arabic language is the one to rely upon when having any dispute.</p> <p>7-Should be valid for one year from date of issuing.</p> <p>8-Should be not direct or conditional.</p> <p>9- In case of the suppliers un acceptance to make the amendments or extensions on the performance bond or will be a breach of supplier ,the amount of bond will be confiscated and deposit it at the account of our company.</p> <p>10- All letters of guarantee are not accepted until they have been accepted by the Central Bank of Iraq and introduced the electronic platform and the Bank has been informed of this.</p> <p>11- The letter of guarantee must be in the currency of the contract.</p> <p>12- Final insurance (ensuring good performance) can be provided in the form of a receipt paid directly to the treasury of the contracting entity (General Company for the Marketing of Medicines and Medical Supplies (Kimadia))</p> <p>13- Contracts amounting to (25) thousand dollars or less or its equivalent in Iraqi dinars, based on the exchange rate of the Ministry of Finance, are exempted, according to the year of allocation, from a letter of guarantee submitted by the company or scientific bureau approved by the Pharmacists Syndicate, the supplying or marketing company, or the commercial agent.</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 (Laboratory Supplies and Equipment) to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

2. Qualification Criteria

- a. Qualification requirements for Bidders are:

-Financial Capability: The Bidder shall submit documentary evidence that it meets the following financial requirement(s): [(list the requirement(s))]

-Experience and Technical Capacity: The Bidder shall submit documentary evidence to demonstrate that it meets the following experience requirement(s): [(list the requirement(s))]

-The Bidder shall submit documentary evidence to demonstrate that the Goods it offers fulfil the following usage requirement: [(list the requirement(s))]

- b. In addition to the above, the qualification criteria are:

1. Accurate technical specifications ...

These are the technical characteristics and scale of (Laboratory Supplies and Equipment) required by the Contracting Entity and related services and their conformity with specifications, which facilitate the evaluation process of the bid and contain clear indicators and include details of the working environment conditions for these (Laboratory Supplies and Equipment) such as (temperature, humidity, storage conditions, etc.) and the requirements of packaging, packing and enveloping

2. Final accounts

(Submitting the general budget audited by the legal auditors presenting the financial title of the previous years (), showing the financial efficiency and future profit forecast of the Bidder and endorsed by the auditor)

3. Cash flow

The Bidder shall provide the financial resources with the value of its submitted bid () according to the required bid currency.

4. Annual revenue

Minimum Annual Revenue Rate, the revenue of the Bidder is () for the works executed for the contracts completed or continuing during the years ()

Similar work (specialized experience)

It is the previous experience in the field of contracting as a supplier of (specify number of contracts) for years (specify number of years) at (specify amount).

5. (insert any other criteria)

- Final accounts are required for the last two years prior to the date of Tender announcement. (In the absence of work carried out by companies in the last two years due to the financial crisis, final accounts will be submitted for the two years prior to 2014.

- Cash flow is defined as the clarification of financial capacity and the provision of cash flow, and its financial value varies according to size of the contracts (large, medium, small) of the estimated cost of the contract to be executed

Annual revenue is required according to the size of the contract (large, medium, small) and for the previous years ranging between (5-10).

Section IV. Bidding documents

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

{The contracting authority shall include the required information in these model documents in proportion to the requirements of each tender, prior to launching the tender process. The space required to include these notes is in spaces in italics with a gray background in parentheses. Any notes addressed to the contracting authority that are in { } brackets and written in a yellow background and background are for information only and must be removed prior to issuing the tender documents.}

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

The Bidders shall complete the Forms as indicated on the form, and submit them to the Contracting Entity.

1. Bid Submission Form.
2. Price Schedules for domestic (Laboratory Supplies and Equipment) or goods of foreign origin available in Iraq.
3. Price Schedules for (Laboratory Supplies and Equipment) to be imported from Abroad
4. Price Schedules for annual maintenance contracts after defects warranty period
5. Country of Origin Declaration Form
6. Manufacturer's Authorization Form.
7. Good Performance Certificate Form

1. Bid Submission Form

Date: [insert: **date of bid**]

{The Contracting Entity shall insert: *Tender Number:* [insert number]}"

IFB Number: [insert number]"}

To: {The Contracting Entity shall insert: [**Name and address of Contracting Entity**]}

Dear Sir or Madam:

Having examined the Tender documents, including Addenda Nos. [insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the (Laboratory Supplies and Equipment) under the above-named Contract in full conformity with the said Tender documents for the sum of:

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

1. (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 (Laboratory Supplies and Equipment) in accordance with the delivery schedule specified in the [insert "Contract Requirements List in Section-VI" or "as quoted in Price Schedule in Section-IV"] (the Bidder may select an 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 Good Performance Guarantee in the form, in the amounts, and within the times specified in the Tender documents.

Section II: Bid Data Sheet (BDS)

5. We agree to abide by this bid, for the Bid Validity Period specified in Sub-Clause 16.1 of the Bid Data Sheet in Section II and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
6. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
8. We agree to the following Eligibility Criteria:
 - a. We have nationality from Eligible countries as per ITB Sub-Clause-6.1 of Section-I.
 - b. We do not have conflict of interest in accordance with ITB Sub-Clause-6.1 (a) of Section-I.
 - c. We are not a Government-owned Entity in Republic of Iraq./ We are a Government-owned Entity in the Republic of Iraq and fulfil 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 Ministry of Planning and declared ineligible to bid during the period of time determined as per ITB Clause 6.3 of Section-I.
9. We confirm that our website address is [*insert website address*] and our mail address is [*insert email address*], and that Mr. /Ms. [*insert name*] of Job Title [*insert job title*] and e-mail address [*insert 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 title*]

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

2. Price Schedule for Laboratory Supplies and Equipment of Foreign Origin Available in Iraq

1		2					3		5					6
Schedule No	Item No.	Brief Description of Laboratory Supplies and Equipment ##					Quantity offered and physical unit	Country of Origin	Price per physical unit [Iraqi Dinar] (figure and in writing)					Total Price
		Product	Strength	Dosages form	Pharmacopeia Standard	Unit Pack sizes			Ex-factory/ex-warehouse/ex-show room/off-the shelf including packing and forwarding charges (a)	Sales and other taxes and duties payable if contract is awarded (b)	Inland transportation insurance loading/unloading and incidental costs till end-users site (c)	Incidental services as defined in schedule of requirement (d)	Price on DDP/free delivery at end-users e=(a+b+c+d)	Total Price on DDP/Free Delivery at End-users' site. (Iraqi Dinar) quantityX 5 (e)
(a).	(b)	(a)	(b)	(c)	(d)	(e)								
[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]								
	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]								
[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]	[Insert]								

Grand Total of Bid price: [Iraqi Dinar] _____ (In figures)

_____ (In words)

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

Place: _____

Date: _____

Note: -

{Insert Laboratory Supplies and Equipment}

Signature of Bidder: _____

Name & Designation: _____

Business address: _____

Seal of the Bidder: _____

3. The Price Schedule for (Laboratory Supplies and Equipment) to be imported from abroad

1			2		3	4	5				6
National No.	Seller Code No.	Item No.	Brief Description of Laboratory Supplies and Equipment ###		Quantity offered and physical unit	Country of Origin	Price per physical unit [Bidder may insert permissible Currency]				Total price on DDP at End-users' site along with Incidental Services 3*5(d)
			Product	Packing Unit Size			CIP price [Bidder may insert place of destination]	DDP at End-users' site	incidental Services as defined in Contract Requirements List	DDP at End-users' site and Incidental Services	
(a)	(b)	(c)	(a)	(b)			(a)	(b)	(c)	(d) = [(b) + (c)]	
[Insert]	[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].

Place: _____

Date: _____

Signature of Bidder: _____

Name & Designation: _____

Business address: _____

Seal of the Bidder: _____

Note: -

{Insert Laboratory Supplies and Equipment}

4. Price Schedule for Annual Maintenance Contract (AMC) after Warranty Period##

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

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

_____ (In words)

Signature of Bidder: _____

Place: _____

Name & Designation: _____

Date: _____

Business address: _____

Seal of the Bidder: _____

{Insert number of years of Annual Maintenance Contract after warranty period required as per Contract Requirements List}.

{If Training Services for the Iraqi Government Staff are needed under the Scope of this Tender (for Commissioning, Operation, etc), the Price Schedule has to include this Item and to identify if needed inside or outside Iraq with relevant justifications. The number of Staff involved, Training period, location of Training, scope of training, and programme shall be specified. If the location is outside Iraq, the item has to include all relevant Travelling requirements. The staff involved in this training shall be of relevant expertise and qualified and will be committed to work in the line of the training received. The same will be reflected in the Contract as well.}

5. Country of Origin Declaration Form

Item	Description	Code	Country

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

6. Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization shall be on the letterhead of the Manufacturer and shall 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 ITB.]

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 Laboratory Supplies and Equipment 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 Laboratory Supplies and Equipment, manufactured by us [insert: **name and or brief description of the Goods**].

We hereby extend our full guarantee and warranty in accordance with Clause 15 of the General Conditions of Contract, with respect to the Laboratory Supplies and Equipment 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**]

7. Good Performance Certificate Form

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

Section V. Eligible Countries

Regarding the eligibility of the Bidders for the provision of (Laboratory Supplies and Equipment), Works and Services in Public Contracts financed by the Purchaser:

1. The Purchaser permits firms and individuals from all countries to offer (Laboratory Supplies and Equipment), works and services for projects financed by the Government of Iraq. As an exception, firms of a Country or (Laboratory Supplies and Equipment) manufactured in a Country may be excluded if:
 - a. If the legislation or official instructions in force prohibit the Bidder's country from establishing commercial relations with the Purchaser state provided that the Purchaser is convinced that such prohibition will not prevent the fruitful competition for supplying goods 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 goods or pay any amounts to the Bidder's country.
2. For the information of bidders, at the present time firms, (Laboratory Supplies and Equipment) and services from the following countries are excluded from this bidding:
 - a. With reference to paragraph: 1-a
_____ [Insert] _____
 - b. With reference to paragraph: 1-b
_____ [Insert] _____

PART 2

CONTRACT REQUIREMENTS LIST

Section VI: CONTRACT REQUIREMENTS LIST

Schedule I: List of (Laboratory Supplies and Equipment), Delivery Schedule and Terms of Delivery

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

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

Table 2: Scope of Incidental Services

[Insert: "Required Installation, Demonstration and onsite Training"]

Table 3: Annual Maintenance Contract (AMC)

[insert; The Bidder shall ensure and undertake to keep the equipment subject to the annual maintenance contract functioning properly and correctly at the rate of “x %” per annum [insert such as 95% or 98%] **UPTIME warranty** during AMC Period shall be provided. **Downtime** period exceeding (100-x) % during AMC period will extended AMC period by double the downtime period.]

Technical Specifications

{The Contracting Entity shall include the information and specifications at the schedules of Laboratory Supplies and Equipment as necessary}

Summary of the technical specifications of Laboratory Supplies and Equipment.

NO	New National Code	ITEM	الاولوية الاستيرادية	المجموع	100%Of Original Price \$ A	70%Original Price \$ B	50%Original Price \$ C	30%Original Price \$ D
1	48-000-003	Pyrethrum 25%	L	400	1	0.7	0.45	0.25
2	48-000-004	Neporex 50 S.P (Cyromizine)	Kg	33000	78.97	55.27	35.5	19.74
3	48-000-010	A gita 10 WG (Thiamethoxam)	Kg	58000	72.37	50.65	32.56	18.09
4	48-000-025	Solfac EW (CYFLUTHRIN)	L	8300	64	44.8	28.8	16

Produce specification:

- 1.1 The packing material (if it is of vegetable origin) should be free of agricultural pests.
- 1.2 Materials shall be shipped in the form of nylon-plated ties and placed on wooden bases.
- 1.3 The shelf life of each article should be stated.

1.4 The origin of the raw materials shall be mentioned.

1.5 All labels and packaging information must be listed in English.

1.6 Storage requirements for goods that require refrigeration or freezing or those that must be kept at a certain temperature to ensure stability must be strictly specified on the labels and cans of such goods, and they must be shipped in special containers or containers to ensure their stability during their transport from the point of shipment to the port of the point of arrival.

1.7 Upon awarding the contract, the successful bidder (supplier) shall, upon request, provide a translated copy into the tender language of the information and metadata of any particular commodity that may be requested by the contracting party.

- a. The label on the basic container of each material must meet the W210 GMP Good Manufacturing Practices Standard and must include the following data:
- (a) The international nonproprietary name INN, or the generic name, is clearly prominent above the brand name, where there is a trademark. The brand name must not overshadow (in size or shape) the scientific name of the product;

(b) The shape of the product (product form), for example, a kit, a packet or a box The active ingredient for each unit

- . (c) the buyer's logo, symbol and any specific color coding if required;
- (d) The content of each pack;
- (e) Instructions for use
- (f) Special storage requirements;
- (g) The batch number manufactured;
- (h) Date of manufacture, expiration date, MOH/Iraq and national symbol (in plain language, not using a code);
- (i) Name and address of the manufacturer;
- (j) Any additional warnings.

2.2 The case or outer shell must also carry the data specified above.

3.1 All funds must carry the following data:

(a) Indication of the item number and product code approved by the buyer - Purchaser's line and code numbers;

(b) Generic Name;

(c) Product form, for example, for example, kit, box, packet, etc. :

(d) Date of manufacture, expiration date, moh/Iraq, national code (in plain language, not using a code). the number of the batch or batch number that was manufactured; Quantity in each box; Storage instructions;

(e) Name and address of the manufacturer;

(f) Quantity in each box;

(g) Storage instructions;

(i) Any additional warnings.

3.2 The box must not contain products from more than one batch group.

5.1 The successful bidder (supplier) will be required to submit to the contracting party the following:

Section II: Bid Data Sheet (BDS)

(a) WHO certificate of quality control tests in quantitative inspection, chemical analysis, sterility, pyrogen content uniformity, microbial limit and other tests as applicable), with each shipment and per item, in addition to the manufacturer's certificate of analysis.

(b) The screening methodology for any or all tests;

(d) Supporting documents based on the calculation of the expiry date and other data relating to the stability of goods in their final commercial form, upon request.

5.2The successful bidder (supplier) will also be required to facilitate the contractor's (buyer's) access to manufacturing facilities to ensure that the manufacturing of goods complies with Good Manufacturing Practices (GMP) requirements and quality control mechanisms.]

Section VII General Conditions of Contract (GCC)

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General Conditions of Contract (GCC)

1. Definitions	The words and terms used in this contract and listed below will have the following meanings:
	a. The term "contract" means an agreement concluded between the contacting entity and the supplier, as recorded in the contract document signed by all parties, including all attachments, appendices, and all related documents referred to herein.
	b. "contract value" or "contract price" means the amount due to the supplier under the contract in exchange for full and correct performance of all of his contractual duties.
	c. "Day" means a calendar day.
	d. "Contract validity date" means the date on which the contract becomes valid pursuant to paragraph 6.2 of the general conditions of the contract.
	e. "End-user" means the institution where laboratory supplies and equipment will be used as specified in the contracting requirements list. (It is one of the beneficiaries.
	f. "GCC" means the general conditions of contract specified in this section.
	g. "Purchaser" means the contracting entity that purchases the Laboratory Supplies and Equipment as specified in the General Conditions of Contract .
	h. "Registration Certificates" means the registration certificates or other required alternative documents, which confirm that the Laboratory Supplies and Equipment provided under the contract are registered for use in Iraq in accordance with the applicable and relevant laws.
	i. "SCC" means the Special Conditions of Contract.
	j. "Services" means the additional services required for contracting on the supply of Laboratory Supplies and Equipment such as transportation, insurance, and other secondary services.
	k. "Site" means the place or places belonging to the contacting entity (the beneficiary) according to the list of contracting requirements.
	l. "Supplier" means the individual or company that supplies laboratory supplies and equipment under this contract in accordance with what is specified in the special conditions of the contract .
	<p>m. Corruption and fraud:</p> <p>The contracting entity defines corruption and fraud 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>1. "corrupt practice" shall mean the offering, giving, receiving or soliciting, directly or indirectly, of anything of value</p>

	<p>to influence improperly the actions of another party;</p> <p>2. “fraudulent practice” shall mean 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” shall mean 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” shall mean 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” shall mean the following:</p> <ul style="list-style-type: none"> a. deliberate 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 knowledge of matters relevant to the investigation or from pursuing the investigation; or b. the acts intended to materially impede the exercise of inspection and audit rights provided for under Sub-Clause 5.4 below in accordance with the applicable Iraqi laws.
2. Applications	The contained terms and provisions at the general conditions of the contract shall be applied unless otherwise any term is invalidated under other provisions.
3. Country of Origin	<p>3.1 For the purposes of this clause, "origin" means the place from which laboratory supplies and equipment are made, grown or produced, or the place or services are provided. The manufactured Laboratory Supplies and Equipment shall mean the Laboratory Supplies and Equipment that become a commercially distinctive recognized product that essentially differs (in the basic characteristics, purpose or use) from its components through manufacturing, processing or balanced or fundamental assembling operations (or Components merge operations).</p>
	<p>3.2 A distinction shall be made between the country of origin of the laboratory supplies and equipment and the nationality of the supplier.</p>

4. Standards	<p>4.1 The Laboratory Supplies and Equipment provided under this contract shall comply with the set forth standards at the technical specifications. In case of the lack of adopted standards for goods, the provided goods shall comply with authoritative standards, compatible with the country of origin. The most recent version of these standards issued by the institution concerned shall be approved.</p>
5. Use of contract documents and information; inspection and audit	<p>5.1 The supplier, without the purchaser's prior written consent, may not disclose the contract or any provisions related to it or any technical specifications, plan, plan, model, sample or information related to the contract that was previously provided to the purchaser by any party (other person) rather than the workers for the supplier for contract execution. The disclosure of information to any of the employees of the supplier shall be subject to the same confidentiality provisions and to the extent necessary only for the purposes of implementing the contract.</p>
	<p>5.2 The supplier may not, without the prior and written consent of the purchaser, use any document or information mentioned in paragraph 5.1 of the general conditions of the contract except for the purposes of implementing the contract.</p>
	<p>5.3 Any document specified in Paragraph 5.1 of the general conditions of the contract (with the exception of the contract itself) remains the property of the purchaser and the supplier shall return all these documents with any copies thereof to the purchaser after his completion of the contract, and upon the request of the purchaser.</p>
	<p>5.4 The supplier shall allow the purchaser, through the competent authorities, to monitor and inspect his offices, files, and / or accounts and records, and he shall provide these accounts and records for audit by assigned auditors, according to the applicable Iraqi laws.</p> <p>The supplier's attention is drawn to Article 23 of the general conditions of the contract, which specifies, among other things, that the practices aimed at clearly obstructing or obstructing the purchaser or the competent authorities in exercising their right to inspection and audit under this article. It is considered one of the prohibited practices that expose the supplier to the termination of the contract and to suspend his participation in other tenders or to include his name on the black list according to the relevant and effective Iraqi laws.</p>
6. Certificates of goods according to the regulations of Republic of Iraq	<p>6.1 If this is required in accordance with the laws in force, the supplier shall register (Laboratory Supplies and Equipment) provided under the contract, for use in Iraq. The purchaser shall cooperate with the supplier to facilitate the registration of (Laboratory Supplies and Equipment) for use in Iraq.</p> <p>6.2 Unless the special conditions of the contract are specified otherwise, the contract will become effective on the date (date of the contract's effective date) in which the supplier receives written notice from the competent authority that has authority in Iraq that the laboratory supplies and equipment have been registered for use in Iraq.</p>
7. Industrial Property Rights or Patent Rights	<p>7.1 The supplier shall vacate the purchaser from any liability and protect him from any damages resulting from any complaints, claims or disputes by any third party</p>

	<p>in order to violate or infringe on patents or trademarks or industrial design rights resulting from the use of the goods or any part thereof in Iraq.</p>
8. Good Performance Guarantee	<p>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 Contract Value. The state's public companies and the public sector are exempt from the obligation to provide a good performance guarantee if the relevant and relevant provisions and instructions in the Republic of Iraq grant these exceptions.</p> <p>8.2 The good performance guarantee amounts are paid to the purchaser as compensation for any loss resulting from the failure of the supplier to complete his contractual duties.</p> <p>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 purchaser and be in the list of currencies that the Iraqi Central Bank issues its exchange rates to the Iraqi dinar. The guarantee shall be unconditional and payable on request. It 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 equivalent and accredited in Iraq to make this guarantee viable Executable (back-to-back counter guarantee).</p> <p>8.4 The purchaser re-guarantees the good performance to the supplier after fulfilling his contractual obligations, the warranty period expires, the receipt certificate is issued and his final accounts are settled.</p>
9. Inspection and Testing	<p>9.1 The purchaser or his representative has the right to inspect and / or test Laboratory Supplies and Equipment, to ensure that they comply with the contract specifications. The special conditions of the contract and technical specifications shall specify the type of examinations and tests required by the purchaser and where they are conducted. The purchaser shall notify the supplier in writing, in the name of his representative appointed for this purpose, in a sufficient time.</p> <p>9.2 This article shall be in accordance with what is specified in the special conditions of the contract.</p> <p>9.3 The provisions of Article (8) of the general conditions of the contract do not relieve the supplier of any of his responsibilities related to guaranteeing defects or any of his other contractual obligations.</p>
10. Packing	<p>10.1 The packing of Laboratory Supplies and Equipment shall be appropriate and sufficient to ensure that they are not destroyed or any damage to them throughout the transportation and shipping period to the final arrival point, as specified in the contract. Packaging materials (outer packaging) 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 shall be designed with consideration given that</p>

	<p>the final point of arrival for 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 Article 10 (packing).</p> <p>10.2 Packing materials (outer packaging) and labels/markings, stickers and documents inside and outside the covers shall fully comply with the special requirements expressly stated in the contract, including any additional requirements if any, specified in the special conditions of the contract or in the technical specifications or In any subsequent instructions issued by the purchaser.</p>
11. Delivery and Documents	<p>11.1 The supplier shall deliver the goods according to the conditions mentioned in the contracting requirements list. The special conditions of the contract specify the details related to shipping documents and documents and other documents that shall be provided by the supplier.</p> <p>For goods supplied from outside Iraq:</p> <p>Upon shipment, the supplier shall inform the shipping insurance company and the purchaser in writing of all details of the shipping process, including contract number, commodity details, quantity, date and place of shipment, means of transport, and the expected time of shipment to the final arrival point. In cases where the goods are sent via air freight, the supplier shall inform the purchaser at least forty-eight (48) hours before the goods are sent, in addition to the name of the carrier, the flight number, the expected arrival time and the number or <i>waybill number</i>. The supplier will also send the following documents to the purchaser by fax and then by express mail, and send a copy of these documents to the shipping insurance company:</p> <ol style="list-style-type: none"> 1. Three (3) original copies with two additional copies (2) of invoices in which the name of the purchaser is shown [<i>insert the name of the purchaser strictly for customs purposes</i>], contract number, description of goods, quantity, unit prices and total value. Original invoices or payment requests shall be signed and stamped with the company's seal / stamp; one original and two (2) copies of negotiable, clean, on-board through bill of lading, marked with "prepaid shipping costs". The name of purchaser [<i>insert the name of the purchaser strictly for customs purposes</i>], and the name of the notification body according to the contract, and that shipping will be made until the final point of arrival according to the list of requirements with two (2) copies of the shipping document is not negotiable, or three (3) copies of Railway consignment note, road consignment note, road transport trucking record, or Air Freight and (<i>air waybill</i>), multimodal transport, marked with "prepaid shipping costs" and that that shipping will take place until the final arrival point according to the list of requirements; 2. Four (4) copies of the packing list that determines the contents of each package. 3. One copy of the insurance certificate or policy indicating that the purchaser is the beneficiary; 4. One original copy of the manufacturer's warranty certificate from the manufacturer or supplier, provided that

	<p>all items covered by the contract are covered;</p> <ol style="list-style-type: none"> 5. One original copy and of copies from the supplier of certificates of origin for all items with the relevant trading circulation list, certified by the competent Iraqi diplomatic missions located in the country of origin, unless the country of origin is an Arab country that is a member of the Arab Common Market, then the certificate of origin is authenticated only by the competent official authorities in the country of origin; 6. One original copy and six (6) copies of the laboratory examination and inspection certificate, provided to the supplier from the designated inspection agency (in cases where inspection is required); 7. Any other specific contract document required for the purpose of receipt and / or payment. <p>For goods supplied from inside Iraq:</p> <p>Upon or prior to the delivery of goods, the supplier shall notify the purchaser in writing of this and shall submit the following documents thereto:</p> <ol style="list-style-type: none"> 1. Two (2) original copies with two additional copies of invoices indicating the name of the purchaser, the contract number, the description of the goods, the quantity, unit prices and the total value. Original invoices or payment requests shall be signed and stamped with the company's seal / stamp; 2. Two (2) original copies of the Delivery note, the railway consignment note, the road consignment note, or a record of shipping via road transport trucks, or the bill of lading Air waybill, or the multimodal transport bill of lading, indicating the purchaser's name [<i>enter the purchaser's name accurately</i>], and an indication that the shipment will be made until the final arrival point as stated in the contract; 3. One copy of the insurance certificate or policy stating that the purchaser is the beneficiary; 4. Four (4) copies of the packing list document specifying the contents of each package; 5. One original copy of the workmanship guarantee certificate or defects from the manufacturer or supplier, provided that all items covered by the contract are covered; 6. One original from the supplier on the certificates of origin for all items with the relevant commercial circulation list, certified by the competent Iraqi diplomatic missions located in the country of origin, unless the country of origin is an Arab country that is a member of the Arab Common Market, then the certificate of origin is authenticated only from Before the competent official authorities of the country of origin; 7. One original and six (6) copies of the inspection certificate provided to the supplier from the designated inspection agency (in cases where inspection is required); 8. Any other specific contract document required for the purpose of receipt and / or payment. <p>Note: If the documents provided by the supplier are not in conformity with the contract, then the due payments will be made after the issuance of the receipt certificate in accordance with Article 9 above of the GCC and SCC.</p>
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	11.1 For the purposes of this contract, any commercial term or phrase (EXW, CIF, CIP, DDP, etc.) used to describe the obligations of the interested parties is interpreted based on the latest INCOTERMS® published by the International Chamber of Commerce in Paris (as specified in the special conditions of contract)
	11.2 The documents to be submitted by the supplier are determined at the Special Conditions of the contract .
12. Insurance	12.1 Unless otherwise specified in the special conditions of the contract, comprehensive insurance of laboratory supplies and equipment supplied under the contract is made in an easily convertible currency for a eligible country. Insurance is against loss or damage resulting from manufacture, purchase, transportation, storage or delivery.
13. Transportation	13.1 Unless otherwise specified in the special conditions of the contract, the responsibility for organizing the transportation of laboratory supplies and equipment is carried out in accordance with the rules specified in the Incoterm.
14. Incidental Services and Annual Maintenance Contract	14.1 The supplier shall provide the incidental services as the case may be, as specified in the contracting requirements list.
	14.2 The supplier shall submit an annual maintenance contract (AMC), if any, after the termination of the guarantee of defects period, for the number of years as specified in the list of contracting requirements.
15. Guarantee of defects	15.1 The requirements for guaranteeing defects are set out in the special conditions of the contract.
16. Payments	<p>16.1 The method and conditions for making payments due to the supplier under the contract are as follows:</p> <p><u>In case the supplier is a public authority (a state company and a public sector), then the purchaser can raise the value of the advance payment according to the instructions in force.</u></p> <p>a. Payments for goods provided from outside Iraq:</p> <p>Foreign currency payments shall be made in the following currency: [<i>insert the contract currency</i>] and in accordance with the following:</p> <p>1. Upon shipment: the purchaser pays to the supplier [<i>eighty (80)</i>] % of the value of the goods subject to shipment, by means of a fixed and irrevocable documentary credit that is opened for the supplier in a bank in his home country. Payment shall be made according to the documentary credit, after presentation of the documents and documents specified in Article 11 of the general conditions of the contract;</p> <p>The purchaser will bear the costs of opening the documentary credit and the costs of amending it for reasons related to the purchaser or caused by the error or omission. The supplier shall bear the costs of fixing</p>

	<p>the documentary credit and the costs of amending it.</p> <p>2. Upon receipt (acceptance): the purchaser pays to the supplier <i>[twenty (20)]%</i> of the total contract value within <i>[thirty (30) days]</i> from the date of receipt of the goods, after submitting a payment request (indicating the purchaser's name, contract number, description of the payment and the amount Total, duly signed as original and stamped with the company's seal / stamp) in addition to the receipt certificate issued by the purchaser.</p> <p>The purchaser pays to the supplier the payments department in the currency agreed upon in the terms of the contract within <i>[thirty (30) days]</i> from the date of submitting a payment request (showing the purchaser's name, contract number, description of the payment and the total amount, signed according to the principles as the original and stamped with the company's stamp / seal) in addition to the receipt certificate Issued by the purchaser.</p> <p>b. Payments for goods provided from inside Iraq:</p> <p>Payments for goods and services provided from inside Iraq shall be made in Iraqi dinars, according to the following:</p> <p>1. Advance payment: The purchaser pays to the supplier <i>[insert the ratio according to instructions) for the local factories]</i>% of the total contract value, after submitting a payment request (showing the purchaser's name, contract number, description of the payment and the total amount, signed according to the rules as original and stamped with a stamp / stamp The company) in addition to guaranteeing the advance payment according to the document attached to Section VIII.</p> <p>2. Upon receipt (acceptance): The purchaser pays to the supplier <i>[insert the ratio according to instructions)]</i>% of the total contract value after submitting a payment request (showing the buyer's name, contract number, description of the payment and the total amount, signed according to the rules as original and stamped with the company's seal / stamp) in addition to the receipt certificate issued by the purchaser.</p> <p><u>{Please note that the rates specified above can be adjusted to comply with special contracting requirements or with approved commercial standards.}</u></p>
	<p>16.2 The supplier shall submit the request (s) of payment to the purchaser in writing, provided that each request is accompanied by an invoice describing the laboratory supplies and equipment and related services, as appropriate, in addition to the documents required under Article (11) of the general conditions of the contract, and after completing all the obligations specified in the contract.</p>
	<p>16.3 The purchaser shall make the payments as soon as possible and according to the work contexts of the Ministry of Health and in accordance with the terms of the tender announcement, and the special conditions of the contract specify the procedures to be followed in case the purchaser fails to pay the sums due.</p> <p>According to the case, the advance payment guarantee shall be an unconditional guarantee, to be paid</p>

	<p>at the first request for payment, provided that it is issued by one of the banks approved in Iraq according to an official publication issued by the Central Bank of Iraq. If the guarantee is issued by a bank located outside Iraq, then that bank shall have a synonymous financial institution / bank in Iraq to make this guarantee enforceable.</p> <p>In case of submitting a bank guarantee letter according to the formula approved by the banks.</p>
	<p>16.4 Payments will be made in the currency or in the currencies specified in the special conditions of the contract.</p>
	<p>16.5 An irrevocable, non-transferrable and unconfirmed documentary credit will be opened by the purchaser in accordance with the applicable Iraqi laws, and in case the supplier requires, in particular, that the credit be installed, then the supplier will bear the additional costs of installing Accreditation. The supplier shall bear the costs of extending the validity of the credit or amending it in case the reason for such extension or amendment is not due to the purchaser. However, if the amendment of the credit is necessary to make it conform to the requirements of the contract, then the cost of the amendment falls on the purchaser.</p>
17. Prices	<p>17.1 It is not permissible to change the prices specified by the supplier in his tender in exchange for laboratory supplies and equipment and related services under this contract; therefore the prices shall remain constant that does not change throughout the period of the contract's implementation.</p>
18. Amendment Orders	<p>18.1 No amendments to the contract may be made except for the reasons specified below from (a) to (e). In these cases, the amendment should be limited to the minimum possible, and then applied for the following reasons:</p> <ol style="list-style-type: none"> In case failure to amend the contract may lead to fundamental damages, economically and technically; In case the contract is not amended, laboratory supplies and equipment will be without interest after completion of the execution; In case the amendment will lead to a savings in the value of the contract; In case the amendment does not lead to drastic changes to the scope of the previously specified contract; In case the amendment would lead to expediting the completion of the implementation without resulting in a decrease in the technical specifications or the scope of the contract; <p>The purchaser may, according to the Iraqi laws in force, and through a written order addressed to the supplier under Article 31 of the general conditions of the contract, make amendments to the general scope of the contract for one or all of the following matters:</p>
	<ol style="list-style-type: none"> On the technical specifications, when the laboratory supplies and equipment required to be presented in the contract are manufactured specifically for the purchaser; On the way of shipment or packaging; On the place of delivery; and / or The services to be provided by the supplier.

	<p>18.2 If any amendment leads to an increase or decrease in the value of the contract or in the time required to implement the contract, or affects any of the contractor provider's contractual obligations, then a fair settlement shall be included on the contract value, on the implementation schedule, or on both, provided that the contract is modified Based on that.</p> <p>The supplier shall confirm any objection to any amendment / settlement of the foregoing, within a period of fifteen (15) days from the date the supplier received the amendment order.</p>
19. Contract Amendment	<p>19.1 According to Article (17) of the general conditions of the contract, it is not permissible to amend or change any of the provisions of the contract except through a written amendment signed by the two parties.</p>
20. Waiver	<p>20.1 The supplier is not entitled to assign the financial obligations of the contract or part of it to any other party in accordance with the legislation in force.</p>
21. Supplier's delay in implementation	<p>21.1 The supplier shall provide the laboratory supplies and equipment and related services thereto in accordance with the implementation schedule specified by the purchaser in the list of contracting requirements.</p>
	<p>21.2 At any time during the implementation of the contract, if the supplier or any of the subcontractors faced conditions that hinder or impede the provision of laboratory supplies and equipment and related services according to the schedule, then the supplier shall, upon the occurrence of these conditions, notify the purchaser in writing of the delay, and the expected delay period And because of him or his reasons. After the purchaser receives the supplier's notice of the delay, and at a reasonable speed, he shall make an evaluation of the situation, and accordingly the purchaser may, at his discretion, extend the period of execution - provided that the parties agree to extend this period of execution by signing a contract amendment in this regard.</p>
	<p>21.3 Except for the provisions of Article (23) of the general conditions of the contract, the delay of the supplier in the implementation of his obligations in providing the supplies and the laboratory equipment herein, delaying fines shall be imposed on him according to Article (22) of the general conditions of the contract, unless it is agreed to extend the implementation period Pursuant to paragraph 21.2 of the general conditions of the contract without applying any arrears fines.</p>
22. Arrears Fines	<p>22.1 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 laboratory supplies and equipment within the period (s) specified in the contract for this, the purchaser is entitled, and without prejudice to any other rights or compensation incurred To him under the contract, deducting the arrears fines equal to the percentage specified in the special conditions of the contract for the delivery price of laboratory supplies and equipment in arrears for each week of delay or part of it until it is delivered or actual implementation and in the event of reaching the upper limit the purchaser has the right to cancel the contract as specified in the special conditions and according to Special instructions and controls Dora from the Ministry of Planning and any legislation in force.</p>
23. Work Withdrawal by the Employer	<p>23.1 The purchaser can, without prejudice to any other rights or compensation incurred by him</p>

Section II: Bid Data Sheet (BDS)

	upon breach of the contract, withdraw the work through a written warning for a period of (15) fifteen days of breach addressed to the supplier, according to the Iraqi laws in force that include charging the two teams and in the following cases:
	a. If the supplier fails to provide the laboratory supplies and equipment related to the services during the period specified for that in the contract, or any extension of this period according to Article (21) of the general conditions of the contract;
	b. If the laboratory supplies and equipment do not fulfil the technical specifications specified in the contract or fail to replace them within thirty days of receiving written notice from the purchaser;
	c. If the supplier fails to provide any registration or any other certificate related to the requisite laboratory supplies and equipment within the period specified for that in the special conditions of the contract;
	d. If it is revealed to the purchaser, according to the Iraqi laws in force, that the supplier has been involved in fraud, administrative corruption, collusion, oppression or disability practices in accordance with Article 1.1 of the general conditions of the contract, in its competition for the contract or its implementation; then the purchaser is permitted and after (15) A day after the supplier is given notice to withdraw work from the supplier on this basis; then the provisions of Article (22) are applied as if the work was withdrawn according to paragraph (22.1).
	e. In case the participation of any of the employees of the supplier during the provision of goods is proven by the practice of fraud, corruption, complicity, oppression or disability in accordance with Article (1.1) of the general conditions of the contract, then this worker shall be fired; or
	f. If the supplier fails to perform any of his other contractual duties.
	g. If the supplier assigns all or part of it to another provider, or subcontracts it with another provider.
	n. If he transfers parts of the supplied material to another supplier without the prior consent of the purchaser,
	23.2 When the purchaser withdraws the work in accordance with Article (22.1) of the general conditions of the contract, the purchaser may contract to supply the laboratory supplies and equipment similar to those that the supplier failed to provide, in accordance with the provisions and means that the purchaser deems appropriate, and that the supplier is obligated to the purchaser with any additional costs That may result from purchasing these laboratory supplies and equipment, and related services.
24. Work withdrawal for Bankruptcy	24.1 The purchaser can, at any time and after issuing a written warning, to the supplier. For a period of (15) fifteen days, the work is withdrawn without consulting the court in the following

	<p>cases:</p> <ul style="list-style-type: none"> a. If the supplier becomes bankrupt, insolvent, or is subject to liquidation of his assets, otherwise submits an application for bankruptcy or bankruptcy. b. If a decision is issued by the competent court to place the funds of the supplier in the hands of the bankruptcy trustee. c. If the supplier contracted a bankruptcy or waived rights in favor of his creditor. d. If the supplier agreed to implement his contractual obligation under the supervision of a monitoring body, composed of his creditors. e. If the seizure occurred on the funds of the supplier from a court of competent jurisdiction, and this seizure would lead to the supplier's inability to fulfill its contractual obligations. <p>In this case, the work is withdrawn without any compensation for the supplier, and without prejudice to any rights or compensation that the purchaser is entitled under the contract or will be charged thereto later.</p>
25. Force Majeure	<p>25.1 In compliance with the provisions of Articles (12), (21) and (22) of the general conditions of the contract, the delay of the supplier in the implementation or his failure to implement any of his obligations under the contract as a result of the occurrence of a force majeure, will not lead or be the cause of any claim. With arrears fines, confiscation of a good performance guarantee, or termination of the contract, to the extent that this performance is affected by this circumstance.</p>
	<p>25.2 For the purposes of this Article, the term "force majeure" means any event that is outside the will of the parties and is not expected. Force majeure conditions include, but are not limited to, the following wars, revolutions, fires, floods, epidemics, health bans, or bans on shipping.</p>
	<p>25.3 The supplier shall inform the purchaser in writing, immediately after the occurrence of force majeure and its causes, and the supplier after that shall try to fulfill his obligation within the limits of what is permitted by the new envelope, or search for other alternatives to complete the work, unless the purchaser asks him in writing otherwise.</p>
26. Contract Termination by the employer for convenience	<p>26.1 The purchaser has the right to terminate the contract in whole or in part, and at any time and in the following cases,</p> <ul style="list-style-type: none"> a. In the public interest. b. In case it is impossible to implement the contract for any reason or reasons agreed upon as being outside the control of both parties and led to the impossibility of preparation. <p>After sending a written notice to the supplier, that the contract shall be terminated.</p>

	<p>26.2 With regard to the remaining laboratory supplies and equipment, the purchaser may choose:</p> <ul style="list-style-type: none"> a. Purchase any part thereof with delivery in accordance with the terms and prices of the contract. b. Canceling the remainder of it and paying the supplier a sum agreed upon in exchange for the partial laboratory supplies and equipment.
	<p>26.3 If the contract is terminated in accordance with the foregoing, the rights, duties and obligations of the parties, including the amounts due to the supplier, are all subject to the procedures specified in Article (26).</p>
27. Disputes Settlement	<p>27.1 If a dispute or dispute of any kind occurs between the purchaser and the supplier that is related to or results from this contract, the two parties will endeavor to exert maximum efforts to resolve this dispute or dispute amicably through consultation between them.</p>
	<p>27.2 If the two parties fail to resolve this dispute or dispute in consultation within 30 days, either of the two parties can send a notice to the other party informing him of his desire to resort to arbitration according to this contract, and the dispute specifies the subject of arbitration, and it is not possible to resort to arbitration in this regard what The notice was not sent according to what this article stipulated.</p>
	<p>27.2.1 Any dispute or dispute under which notice of intention to resort to arbitration in accordance with the arbitration procedures referred to in this Article will be settled by arbitration. Arbitration can be used before or after submitting the laboratory supplies and equipment that are the subject of the contract. If arbitration is not agreed upon, Iraqi law to settle disputes will be applied.</p> <p>27.2.2 The provisions of the procedures specified in the special conditions of the contract are approved in the arbitration proceedings.</p>
	<p>27.3 Regardless of the arbitration procedures stipulated in this Article:</p> <ul style="list-style-type: none"> a. The parties shall continue to implement their obligations under the contract, unless they agree otherwise; and b. The purchaser shall pay the supplier any financial dues thereto
28. Limitation of Liability	<p>28.1 Except for cases of criminal negligence or intentional misconduct, or in the event of any breach under Article 7 of the General Conditions.</p> <ul style="list-style-type: none"> a. The supplier is not considered to be bound by the purchaser, whether by contract, by

	<p>law, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, loss of profits, or cost benefits; this exception has no relation to duties The supplier is required to pay the arrears fines to the purchaser in accordance with the contract; and</p> <p>b. The total or ceiling of the supplier's obligation (by contract, by law, or otherwise) to the purchaser may not exceed the full contract value.</p>
29. Contract Language	29.1 All contract documents and all correspondence and communications related to the contract and exchanged between the parties shall be written in the contract language. The contract is being interpreted according to this language.
30. Governing Law	30.1 This contract is governed and interpreted according to the relevant and applicable Iraqi laws and under the jurisdiction of the Iraqi judicial law.
31. Notices	31.1 Any notice (notification) from one party to the other regarding this contract shall be in writing or by cable ("over the cable" including correspondence via email, telex, or fax, to be followed by written confirmation) and sent to an address The other party specified in the special conditions of the contract.
	31.2 The notice or notice shall be deemed to be effective from the date of its delivery or starting from any later date determined by this memorandum.
32. Taxes and Fees	32.1 When the supplier supplies the laboratory supplies and equipment from abroad, he will bear full responsibility for all taxes, fees, license fees, and other fees and levies required to be paid outside Iraq according to the applicable legislation.
	32.2 When the supplier supplies laboratory supplies and equipment from inside Iraq, then he will bear full responsibility for all taxes, fees, license fees, and other fees and levies required to be paid until the delivery of supplies, laboratory equipment and related services to the purchaser.
33. Deductions and concessions related to the amounts claimed	<p>33.1 When a claim or claims are submitted by the Republic of Iraq to the supplier to pay the sums of money resulting from or under the contract, the purchaser may deduct and also retain any amount or sums, in whole or in part, from the letter of guarantee (if present) that the supplier deposited for the purposes mentioned above, He also reserves the right to withhold the cash or guarantee, until this claim is settled.</p> <p>In case the bank guarantee is insufficient to cover the amount or amounts claimed, or in the absence of a letter of guarantee submitted by the supplier, then the purchaser may deduct and retain (as he enjoys the privilege to withhold the amount or amounts mentioned above), and to the extent of the value of these claimed amounts, Any amount or amounts due or will be due to the supplier at any later time under this contract or according to any other contract (if any, and in the absence of it, to take</p>

	legal measures regarding it) between the supplier and the purchaser or between the supplier and the Republic of Iraq, until such a claim is settled And without any right for the supplier to claim any benefits or a Damage arising from the foregoing and whatever its nature and on this basis or any other basis related to any sum of sum deducted or withheld under this Article, provided that the supplier is notified accordingly.
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Section VIII. Special Conditions of Contract (SCC)

The special conditions of the contract shall either supplement or amend the general conditions of the contract. In the event that there is a conflict between the two, the provisions stated in the special conditions shall prevail. The articles of the special conditions shall adopt the same numbers as the general conditions articles to ensure clarity and appear in parentheses.

{Notes were provided to the contracting entity on how to complete the special conditions of the contract as needed, in italics and gray background. These in-kind provisions were submitted for the purpose of clarifying the provisions that the purchaser shall prepare in particular for each tender.}

GCC (H)	1-1	Purchaser's name: <i>Ministry of Health / The State Company For Marketing Drug Medical Appliances (kimadia)</i>
GCC (M)	1-1	Supplier's name: <i>[insert: supplier's name]</i>
GCC 3		The manufacturer of the country of origin The certificate of origin of the goods states that the goods are comprehensively produced in the country of origin of the manufacturer and are provided with the shipping documents
GCC 5		5.3 Additional to IOB will add the following: -supply the purchaser with official letters which related to contract execution and first party will not be responsible about the results of these correspondences. - Adoption the original copy and signed by two parties and saved at the first party as it is practice in case of difference - The continuity of the responsibility of the Scientific Office even after the expiry of its authorization from the foreign companies that authorized it, unless the subsequent authorization dealt with the previous obligations of the foreign company and their effects
GCC 6-2		The Effective Date of the Contract is started from contract signed date.
GCC 7		The text on the proprietary own the designs and maps and specifications
GCC 8		- Performance bond: - The seller provides an unconditional good performance guarantee in the form of a letter of guarantee issued exclusively by the beneficiary" (5%) of the total value of the contract in force for the duration of the contract until the expiry of the contract requirements to be issued by an Iraqi bank accredited and issued by an Iraqi bank and shall be effective from the date

of issuance until all contractual obligations are completed and issued in Arabic and English and release a guarantee of good performance after completing all the requirements of the contract.

In addition to what has been mentioned in the nose, the following is added:

A-The bank guarantee is presented after the issuance of the assignment letter and before signing the contract, and it remains valid throughout the term of the contract .

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

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

D- The submitting of performance bond should attached with letter of legalized issuing (private and secret) send to kimadia by the bank who issued the bond which not conditional and for the 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.

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

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

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

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

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

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

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

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

8-Should be not direct or conditional.

9- In case of the suppliers un acceptance to make the amendments or extensions on the performance bond or will be a breach of supplier

	<p>the amount of bond will be confiscated and deposit it at the account of our company.</p> <p>10- All letters of guarantee are not accepted until they have been accepted by the Central Bank of Iraq and introduced the electronic platform and the Bank has been informed of this.</p> <p>11- The letter of guarantee must be in the currency of the contract.</p> <p>12- Final insurance (ensuring good performance) can be provided in the form of a receipt paid directly to the treasury of the contracting entity (General Company for the Marketing of Medicines and Medical Supplies (Kimadia))</p> <p>13- Contracts amounting to (25) thousand dollars or less or its equivalent in Iraqi dinars, based on the exchange rate of the Ministry of Finance, are exempted, according to the year of allocation, from a letter of guarantee submitted by the company or scientific bureau approved by the Pharmacists Syndicate, the supplying or marketing company, or the commercial agent.</p>
GCC 8.3	letter of guarantee that monition in clause(A) from (GCC) clause 8.3 will be depend .
GCC 9.1	<p>Receiving items will never be considered as confirmation for compliance to the specification and technical conditions but it will relay on the results of laboratory tests issued by labs. .of Iraqi public health (educational laboratories in the Medical City Department). After issuing the acceptance and testing decision by the central committee which formed for that, and not only the result of analysis lab.</p> <p>- Sending samples include (company manufacture name ,item name, production date,expire date,batch number) to the educational laboratories in the Medical City Department for evaluation and examination, and relying on the laboratory results</p>
GCC 9.2	<p>9.2.1</p> <p>(a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.</p> <p>(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.</p> <p>(c) Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued at the earliest within (15) days from entry date of receipt of the Goods to supplier place that specific be first party .</p>

	<p>9.2.2</p> <p>If the supplier objects to the validity of the buyer's decision to fail any test (as required by Article 9.1 above), before the goods are shipped or at the final access point, whether the test involves the same product or packaging material, The sample shall be authenticated by the parties and sent to the umpire analysis within a period of four weeks from the date of the supplier's objection to the test result to an independent agency to which the parties to the contract agree. The results of this analysis shall be taken immediately and shall be final and binding on both Parties. The cost of analysis will be borne by the loser. "}</p> <p>Insert the following sub –clauses 9.2.1,9.2.2 and 9.2.3 which are applicable to medical equipment only, otherwise delete:</p> <p>9.2.1 the inspections or its subcontractor(s),at point of delivery and/or the goods final destination. If conducted on the premises of the supplier or its subcontractor (s),all reasonable facilities and assistance, including access to drawings and production data-shall be furnished to the inspectors at no charge to the purchaser</p> <p>9.2.2 If it is found that any goods do not conform to the specifications of the test or test result, the buyer may refuse such goods; the supplier shall either replace the rejected goods or make the necessary adjustments to conform to the required specifications without any additional cost. On the buyer.</p> <p>9.2.3 The successful inspection or testing of the goods and their acceptance by the buyer or its representative prior to shipment does not in any way limit the - and does not constitute a waiver - of the buyer's right to inspect, test and reject (if necessary) the goods after their arrival at the project site "</p>
GCC 10-2	<p>Additional requirements that state in Technical Specifications additional to what monition in GCC:</p> <ul style="list-style-type: none"> -Medical items should be shipped in a form of palette covered by nylon and placed on a wooden basis. - The seller must arrange the packing in pallets and cartons tied up and pressed tightly and race the stickers containing information in a clear way on the carton and according to the international organization specification in order to unify the measurements <p>The Pallets should be with the following dimensions in order to facilitate our work.</p> <ul style="list-style-type: none"> • Length 1200 mm • Width 1000 mm • Height 1000 mm (Including the height of pallet base) <p>-Weight of each pallet should be not more than 800 kilo.</p> <p>-All materials must be shipped in a cooled condition and for all transporting ways till it reach Kimadia stores and the seller will be responsible for the compensation of any material which fails in the</p>

	analysis because of the unsuitable temperature degree during the transport..
GCC 11	<p>1- Shipping and processing</p> <p>1- Delivery of laboratory materials.</p> <p>2- If the contract is multi-shipment, the first shipment period is within the period (the duration is specified in the days And so on with the rest of the shipments.) from the date of the reporting of the opening of the credit and the second shipment period is within (the period is specified in the days) of the date of the notification of the opening of the credit and the first party adjusts the scheduling of shipment or processing if necessary without the second party having the right to object and in any case the duration of the shipment and processing within a period not exceeding one year of the date of the date of the shipment Signing the contract.</p> <p>3- The first party requested the processing of an emergency shipment, the quantity and duration of its processing.</p> <p>4- The duration of the contract:</p> <ul style="list-style-type: none"> - Delivery and shipping: Partial shipping CIP Baghdad continued stores ministry of health / Kimadia with shipping and insurance fees -Goods must be shipped with the lowest possible number of meals per shipment and for each item. - The second party must deliver the goods to the first party's stores, transport them and secure them (CIP) and do not dissociate themselves from this obligation until a fundamentalist report is organized at the agreed delivery place. <p>- The first party must receive the materials agreed to be processed upon arrival at The Kimadia stores and through a preliminary report at the agreed delivery place.</p> <p>- The second party must submit the original shipping documents indicating the shipment to the intended port, which is integrated into three groups of each group containing all documents and documents referred to later, provided that all documents and documents are certified by the Ministry of Industry or the Chamber of Commerce and certified by the Ministry of Foreign Affairs in the country of origin and certified by the Commercial Attaché or the Iraqi Embassy in the country of origin (.....),The first group will send the correspondent bank for the purpose of receiving the shipment dues and the second to the import department of laboratory equipment 15 days before the arrival of the materials with six additional photocopies and the third will be sent with the shipment and include the following:</p> <ol style="list-style-type: none"> 1-. Commercial invoice 2- Full set of air freight policy or land, sea or multimedia (depending on the method of shipping) 3- The certificate of origin and certified in (country of origin) from the concerned authorities in addition to the Iraqi Embassy in the country of origin 4- A certified original analysis certificate for each meal. 5- Provide us with an analysis certificate with each shipment issued and sealed from the processor's laboratories 6- Packing list 7- Insurance policy 8- A certificate issued by the health authorities or health authorities in the

	<p>country of origin proving that the goods are fit for human consumption and used locally in the country of origin.</p> <p>The second party must submit the original and integrated shipping documents, including the original certificate of origin and certified from the country of origin within (21) days with each shipment before the arrival of the goods and is responsible for any shortage appearing in the shipment or any delay resulting from the lack of shipping documents.</p>
GCC 11-1 & 11-3	<p>{ Sample provision (CIF/CIP/DDP terms)</p> <p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the insurance company (except DDP) 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(except DDP)</p> <p>(i)three originals and two copies of the Supplier's invoice, showing Purchaser as Ministry of Health / The State Company For Marketing Drugs Medical Appliances the Contract number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal;</p> <p>(ii)one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as [Ministry of Health / The State Company For Marketing Drugs Medical Appliances/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>(iii)four copies of the packing list identifying contents of each package;</p> <p>(iv)copy of the Insurance Certificate, showing the Purchaser as the beneficiary; in case CIP , CIF .</p> <p>(v)one original and 3 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>(VI)one original and six copies of Certificate LAB.testing & the inspection that offer to suppliers from inspection agency that charge of it(in cases that require to inspection)</p>

- **(vii)** Order No. and L/C No. should be stated on all documents, invoices & correspondence per the order.
- **(viii)** certification of analysis original & certified for each lot upon request .
- **(9)** Full set for truck consignment notification with the confirmation for the item CMR voucher / for the shipping by air (AWB).
- **(10)** The supplier has to submit the original completed shipping documents including the original certified country of origin certification within (15) days per each shipment before the shipping otherwise the goods will not be receipted & unloaded in Kimadia warehouse.
- **(11)** The supplier has to submit shipping documents before the consignment arrive in period not less than (15) days & will bear the responsibility any storage that appearing shipment or any delay cause by not found shipping document .

The appliance which need to shipping in set ,the supplier should shipping the items in full sets complete to whole one set & will be in complete packing for one set to total shipment arrived.

Note: Kindly fix the order No. and the national code of the item on all documents, invoices and correspondences related to the contract.

- The following certificates in case of its availability for the awarded materials :FDA, EMA, JAP- MHLW, Canadian, AUS- TGA, UK- MHRA, SWISS-U.S-MEDIC)

For Goods from inside Iraq:

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

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

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

	<p>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-other procurement-specific documents required for delivery/payment purposes.</p> <p>Note:In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 9 (GCC 9) above.</p>
GCC 13	<ul style="list-style-type: none"> - CIP Baghdad (specify the way by truck, air, sea) to the warehouses of kimadia at Baghdad by cooled or closed trucks (according to the item type) via a port (The two border of ground shipping should be determined for the arrival of goods) on condition that the seller should supply the concerned department (credit dep., clearance dep. And the importing dep. Which specialize with details of any shipment containing: (quantity, kind, amount and entry point) in a period not less than (30) days from the date of arrival to the boarder port. - 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 fright only) - The shipping and the distribution of the goods which arrived from abroad should be shipped via Iraqi seaports taking into consideration the technique and economic conditions in this connection and depend the sea transport terms which include arriving the goods to Iraqi ports and avoid sending it to the round neighbouring ports. -The seller has to specify the Quantity of each item of each shipment, in the contract no. of each batches, prices, the total value and the manufacturing and expiry date for each item in each batch. in the commercial invoice - Batches number should be specify for each agreement shipment& it should be not exceed three batches for each item in each consignment
GCC 14	<p>1. The supplier must arrange training course for() within a period of (180 days) from the date of his notification of the order regarding the implementation of the training clause, otherwise a delay fine is imposed for each day of delay and from the amount allocated for training according to the following equation (training amount / training period x 25%) = the delay fine for each day of delay in Delaying the implementation of the training provided that it does not exceed 25% of the value of the training which amounted to ()When the delay fine reaches the aforementioned upper limit, the first party has the right to take all legal measures against the second party and bear all legal consequences.</p>

Section II: Bid Data Sheet (BDS)

	2.The seller should arrange internal training in the sensitivity centers in the form of internal workshops () for sensitive center during the supply period.
15.2	15.2 according to the specific warranty, The Purchaser shall have the right to make claims under the above warranty for any good's contract& should be specific with issue date of result of evaluate to make release the duty if there no objected within this period & Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.
15.3	15.3 In the event of a dispute by the Supplier, a counter analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.
15.4	15.4 If the Supplier fails to replace the defective Goods within the period (45 days) after being notified that the defect has been confirmed pursuant to -Clause 15.2 above, ,the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
15.5	15.5 Recalls. In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfil its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.”}
15.6	15.5 Recalls. In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails

	<p>to fulfil its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall."}</p> <p>15-6-In case the item failed in the analysis as verified by our national centre for medicine control & research or any concerned party so administrative charges will be added equal to 20% from the total value of failed item & a delay Penalty in case the company not shipped the compensation item within the agreed period in the contract and with the agreed percentage.</p> <ul style="list-style-type: none"> - The seller should compensate 100% of the items not used expired in the ministry of health stores. -The seller should compensate the defaults items (failed items) in analysis and the exp.. For technical reasons belong to supplier at ratio 100% with 20% management charges from the total QTY and exp. and impose delay penalty in case not shipping the compensation QTY with same period and ratio and to impose delay penalty if non shipping the compensation QTY in the same period <p>The ratio agreed in the contract.</p> <p>Compensation for failed materials (during the same processing period for each shipment) and for the stipulated and from the date of notification.</p> <ul style="list-style-type: none"> - Compensation for substances that have expired within a period (determined by Kimadia) from the date of notification shall be imposed and otherwise a delayed fine shall be imposed at the same rate as stipulated in the term of the delay fines. - Compensation for expired materials shall be within a period determined by Kimadia for each shipment . Otherwise , a delay fine shall be imposed at the same rate stipulated in the delay fines clause .provided that compensation shall be in kind in the event of a need for the expired material .in the event that there is no need for the material .it shall material - The second party has to ensure the hidden defects or any frailer in the product in duration parallel to shelf life of the product, regarding products without specified shelf life the 2nd party to ensure above defects for five years, calculating of the above periods to begin from the date of receiving tests results. -As well as the same ratio of Penalty , in case the company not from the date of notifying him and the calculation of the shipping period per 2nd shipment will be started after the arrival of the compensated shipment if the contract was partial shipments otherwise a delay penalty will be imposed according to the ratio that mention on agreed penalties articles and in case the company has not compensate within a/m period kimadia has the right to buy the item from another source on contractor account and bearing him the difference price and to confiscate all insurance as well as to administrative charges and has the right to turn concerned court in
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	<p>order to obtain its rights</p> <ul style="list-style-type: none"> -The seller is responsible to compensate the buyer for the defected item or shortage that appear after the distribution, usage of goods in the hospital after the necessary checking & analysis and if it is due to a manufacturing defect. -(the seller should compensate the damaged , failed in analysis, missing, shortages items, and the items which not comply with specification required within delivery period stated in contract provided that started calculate from the date of notification company by the fail or shortage or missing taken into yr. consideration that the period must be within the period of execution the contract and the other shipments must be shipped within the same shipping schedule from the date of shipping the compensation Qty otherwise the delay penalty will be imposed at the same percentage stated in penalties terms which agreed upon in case the company not compensate within a/m period, kimadia has the right to buy the item from other source and on contractor account as well as he will bear the difference in price and management charges and confiscates all insurance and added the administrative charges and has the right to resource to special courts to obtain its rights. -The seller must stamp the phrase (failed & not fit to consumption MOH-KIMADIA) on the failure qty. or not compliance to specification in Kimadia stores on supplier account - In case of the item failed in testing or expired and the company not respond for compensation within 15 days for foreign items&(30 days) for local items after sending a warning letter including the compensation & draw the failed or expired item, then kimadia has the right to destroy this item & dropping the right of the company for getting back the item or its value and the company responsible to compensate this item. <p>{Insert the following articles 15.1 and 15.6 related to equipment / medical devices only, otherwise they should be cancelled:</p> <p>"15.1 The supplier shall ensure and warrant that the Goods provided under the Contract are new, unused and of the latest model and include the latest developments (or current developments) in design and materials, unless otherwise specified by the Supplier. The contract shall not contain defects (which may arise / occur during the normal use of the goods in the circumstances prevailing in Iraq) resulting from design or defects resulting from the used materials or from the workmanship (except where the buyer specifies designs or materials required in technical specifications) Because of any action done by the provider Or any neglect of it</p> <p>15.2 This warranty shall remain valid for [insert number]months</p>
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	<p>after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for [insert number (x + 6)]months after the date of shipment from the place of loading in the country of origin whichever period concludes earlier.</p> <p>Note: The value of 'x' months need to be fixed based on market survey. Generally, it is 12 months.}</p> <p>15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty</p> <p>15.4 Upon receipt of such notice, the Supplier shall, within the period [15 days] days and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.</p> <p>15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> <p>15.6 [insert "Not Applicable" or for sensitive medical equipment / devices, enter the following: "x% per annum] Enter, for example, 95% or 98% [UPTIME warranty] during the defect warranty period. If the downtime during the annual maintenance contract exceeds (100-x)%, the period of the contract shall be extended twice the period of the breakdown."]</p>
GCC 16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: {In case the Supplier is a Public Entity (Public Sector Company), then the Contracting Entity may increase the Advance Payment to 100% from contract value as per the instruction .</p> <p>A. Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in [insert: currency of the Contract Price] in the following manner: 1-Advance Payment: Not applicable section 8 2-On Shipment 50% per cent of the Contract Price documentary &irrevocable unconfirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 11 - All bank charges (opening, issuing for L/C and amendments fees ...etc) inside and outside Iraq are on the seller account.</p>

	3-upon receipt the purchaser must settlement to the supplier (50%) from contract value after checking, acceptance and release of item
GCC 16-3	As soon as possible will settlement the payments after received the result lab testing according to announcement conditions.
GCC 16.5	The effective L/C will be from date of notification the supplier & The seller is responsible to obligate with delivery period from the date of notifying the L/C since the L/C is consider to be workable from (the date of notification) and in case the supplier not notified for reasons outside his willing and the willing of corresponding bank of supplier thus the notifying date of L/C or the amendments that made on L/C opining according to the order issued by our company to the L/C opening bank this date will be the dependable for shipping.
GCC18	18.2 additional to mention in GCC add the following: - Contracting party may increase the QTY of goods or material or amended the technique specifications that contracting in to no more than (20%)from contract value . -(necessity of contractual supply) are obligates of contractual supply.
GCC19	19.1 – in addition to the above the following will be adopted. - any change not allowed in contract unless there are agreement between the two parties otherwise the 2nd party considered a breach by his contractual commitments and kimadia has the right to take legal procedures or impose penalty at ratio not less than 1% and not more than 5% for shipping Qty for the arrival item and not comply with our contractual conditions. - The provision of the first party with the items 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
GCC 20.1	“What adopted in Iraq” could not relinquishment on the contract or a part of it.
GCC21	21.2 additional to mention in GCC must be take conceder upon extended the contract: First: A. f any increase or change occurred in the required supplying qty (qualitative, quantitative) which may effect on executing program has been agreed upon and according to original contract. 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 C. If an exceptionable condition have occurred after contracting which is

	<p>out of contractors hand which can't be avoided or expected upon contracting which caused a delay in completing the works or supplying the required items according to the contract.</p> <p>Second: -</p> <ul style="list-style-type: none"> - The application of the provisions of this article requires that the contracting party submit a written request to the contracting authority or whomever it authorizes within a period of (20) working days for supply contracts, starting from the date on which the reason for which he is requesting the extension arose, stating the full and accurate details of any request to extend the period. No requests shall be accepted. After the issuance of the initial receipt certificate mentioned in the terms of the contract. - The total period of extensions allowed in accordance with the provisions of paragraphs (a, b, c of second) of Regulations No. 6 issued by the Ministry of Planning should not exceed (30%) of the contract period and what is presented to the Central Committee for review and approval of the assignment
GCC 22	<p>22.1 Paragraph on the imposition of delayed fines shall be:</p> <p>A- 1- Delay fines</p> <p>A- The materials must be delivered in accordance with the shipping and delivery schedule mentioned in the delivery and shipping paragraph, otherwise a delayed fine shall be imposed for each day of delay and without prior notice and in accordance with the following equation:</p> <p>1. If the contract is a single shipment, the equation is as follows: Fine per day = contract amount (original contract amount \pm any adjustment in amount) / total contract duration (original contract duration \pm any change in duration) X 25%</p> <p>2- If the contract is more than one shipment, the equation is as follows: One-day fine = shipment amount + - (no change in amount) / duration of shipment \pm any change in duration x 25%.</p> <p>Not exceeding 25 percent of the contract amount and after the delayed fine reaches its upper limit, legal action will be taken in accordance with article 10 and 3 of the government contract implementation instructions No. 2 in 2014.</p> <p>a- Penalties are reduced according to completion rates of the contractual obligation specified in the plat form of implementation the contracts which issued a certificate of first delivery for preformed work or supplier item or service required matching and ready for use according to the conditions of contract and the application of equation as follows: The value of commitment not implemented /total duration of contract X 25% =fine per day</p> <p>c -The first party has the right to take legal action against the second</p>

	<p>party after warning him officially within (15) days from date of warning and before reaching the delay penalties its max – In the following cases:</p> <ul style="list-style-type: none"> - 1- If the supplier delays in implementing his obligation to process the materials and according to the scheduling stipulated in the contract or its annex. 2- In the case of delay in submitting analysis models and according to the equation above. 3- In the event of a delay in shipping the agreed compensatory quantity during the delivery period and the duration of the execution of the contract. 4- When the company contracted hides necessary information to be disclosed later, legal proceedings are taken or a fine of at least 1% and no more than 5% for the amount charged for the arriving material and in violation of our contractual terms. <p>22.2- Fines are imposed on companies that violate their obligations and as indicated below:</p> <p>A- For the contracting authority (General Company for the Marketing of Medicines and Medical Supplies (Kimadia)) the right to take the measures stipulated in clause (27) of the general conditions of the contract or impose a contract fine (1-5%) of the value of the contract if the contract is one shipment and impose a contractual fine (1-10%) of the value of the contract if the contract contains more than one shipment in the case of the following procedures:</p> <p>A- Any change in the contract by the processor without the consent of the first party and as stipulated in paragraph GCC. 1. 19</p> <p>B- In the event of any shortage of documents and documents to be submitted by the processor.</p> <p>b- In the event of a violation of what is mentioned in paragraph 15.1 of the age of the article.</p> <p>d- In the event of a violation of the paragraph S.S.A. for mobilization and packaging.</p> <p>E-In the event of any violation committed by the processor (second party) the fine must be imposed by the buyer</p> <p>f- The contract, which includes free materials shipped with the contract materials and applies to the same terms of the contract (compensation, delay fines, import).</p>
GCC23	<p>23.1additional to mention in GCC</p> <p>when the supplier not obligate within warranty period , we will take a legal action according to article no. (10) from the execution governments contracts instructions against confiscating or keeping the performance bond & the contract will be executed on the second party account according to the instructions no.2 for the year 2014 against confiscation or kept the legal insurance to execute the contract on his</p>

	account depend on instructions no.3 for the year 2014 according to the execution methods.
GCC 24	In the event of bankruptcy of the company, the paragraphs in paragraph 24 of the general conditions are adopted
GCC 25	As in the general conditions
GCC 26	In the event that the processor does not comply with the agreed shipping schedule, The Right to Not Comply with any undertaking relating to this contract
GCC 27-2-2	<p>-Iraqi court is the specialized party to resolve any dispute that may arise between the buyer and the seller and Iraqi laws should be applied when a dispute arise regarding the application of the contract</p> <p>-Any amount in the second party account which resulted from breaching any contractual commitment the first party has the right to claim the amount in the specialized court as well as the confiscation in case the requirements have been achieved</p> <p>- In case of the bidder has not complied with executing the conformed order and according to the agreed conditions a legal procedure will be taken against him.</p>
GCC28	Do not apply
GCC29	The contract is organized in Both Arabic and English and arabic is the dependable when there is a dispute between the parties except for some technical terms that cannot be translated into Arabic
GCC30	Iraqi law is considered applicable when there is a dispute over the application of the provisions of the contract, (the controls for the processing of medicines, vaccines, supplies, medical equipment, instructions for the implementation of government contracts No. 2 for 2014 and the controls attached to them are not part of the contract

GCC 31-1	<p>E-mail of Kimadia dg@kimadia.gov.iq dg2@kimadia.gov.iq dg1@kimadia.gov.iq</p> <p>[insert: the Supplier's address for notice purposes and if by cable is acceptable] & it should follow be written letter .</p> <ul style="list-style-type: none"> - 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)) -Continuing the responsibility of the Scientific Office even after the end of its authorization from the foreign companies that authorized it unless the subsequent authorization has addressed the obligations of the previous foreign company and its effects -the E-mail conceder one of the dependable method to warning . - Referral decisions are effective from the date of notification of the person who is under investigation by signing the contract within a period of not more than (14 days) a working day from the date of notification of the referral within a period of not more than 30 days from the date of notification of the referral for foreign companies
GCC 32	<p>The supplying company (the 2nd part that contracted with our company) bears all customs fees.</p> <ul style="list-style-type: none"> - The Contract is subject to all fees required from the first party : <ol style="list-style-type: none"> 1- Interpolation amount (25000) twenty five thousand Iraqi Diner for each unloaded &loading receipt for each shipment that arrived to the target store. 2- Interpolation amount (10000) ten thousand Iraqi Dinar for parking & overnight the trucks that specified for transport contract material above to our warehouse. 3- Interpolation amount (250000) two hundred fifty thousand Iraqi Dinar for each objection request presented by the Scientific Bureau or company for any Import relegation. 4- All bank charges (opening, issuing for L/C and amendments fees ...etc) inside and outside Iraq are on the seller account. 5- stamp fees should be should be paid at 0.003 of the contract amount. 6- The processed company must pay (100000) one hundred thousand Iraqi dinar in case of changing the entering port . 7- The processed company must pay the assessment fee amounting to (100,000) one hundred thousand Iraqi Dinars in case

	<p>the entry point changes.</p> <p>- Evaluation of materials and supplies in the City of Medicine / Educational laboratories of the models include (company manufacture name ,item name, production date,expire date,batch number) submitted by companies for tenders in the study and analysis committees as well as models for shipments of contracts arrived to the stores of Kimadia for purposes of conformity through the Central Evaluation Committees in all branches and laboratory specialties according to the following fees: (1000000 one million Iraqi Dinars)one million to evaluate an analytical laboratory system for both the open system and the closed system. (150,000 Iraqi Dinars) to evaluate non analytical. (100,000) Iraqi dinars For each of the assessment of laboratory solutions strip, kitsfor each batch as well as the evaluation of the appliances for a Batch no., As well as the evaluation of solutions for auto analyzer of one batch.</p> <p>- The equipped company (the second party that contracted with our company) bears all the customs fee</p> <p>- The company must provide a health certificate proving that the goods are safe and free of Corona virus from the countries coming from them when issuing the documents</p> <p>-Applicant companies are required to submit a list of the names and numbers of foreign workers employed by them Its required specializations are experts, technicians, skilled workers, and recruiters (provided that a certificate is sent Their experience and technical qualifications are transferred to the Ministries of Foreign Affairs, Labor and Social Affairs For the purpose of evaluating it in accordance with laws and instructions, while obliging the applying companies to replace any An individual within the staff whose names are included in the aforementioned lists in the event that he is rejected by the authorities Related</p>
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Section IX Contract Forms

1- Contract agreement form

This contract agreement has been concluded

Day [insert: number] of [insert: month], year [insert: year]

between

1. [insert: **the purchaser's name**], which is [insert: **description of the type of legal entity**, for example, *an administration affiliated with a ministry ... in the Iraqi government*, or a public company listed under the laws of Iraq and its main business address in [enter: **Purchaser's Address**] (which is called "Purchaser" in the following), and
2. [Enter: **the name of the provider**], which is a company listed under the laws [insert: **the supplier's country**] and its main business address [insert: **the supplier's address**] (which is called the "supplier" below)

When the purchaser has called for a tender regarding some incidental / incidental goods and services, that is, [insert: **a brief description of the supplies and laboratory equipment**] and has agreed to the bid submitted by the supplier to provide these goods and services with a value [insert: **the contract value in words and numbers**] (which is called the value Contract in the following)

This agreement confirms that the two parties have agreed on the following:

1. The *meanings* of the words and expressions mentioned in this agreement have the same meanings mentioned in the general conditions of the contract.
2. The documents listed below constitute the contract between the purchaser and the supplier; each of them is read and interpreted as an integral part of this contract:
 - a. this contract agreement
 - b. The special conditions of the contract
 - c. the general conditions of the contract

- d. Technical requirements (including technical specifications)
 - e. The supplier's bid and basic price tables
 - f. List of contracting requirements
 - o. The acceptance letter from the purchaser
 - h. *[Insert here: any other documents]*
3. In agreement with the purchaser, the supplier undertakes to provide the laboratory supplies and equipment and to remedy any defects in them in all respects according to the terms of the contract, in exchange for the amounts that will be paid to him by the purchaser as specified in the contract agreement.
4. The purchaser undertakes to pay the value of the contract or any other amount due or will be due according to the provisions of the contract, to the supplier in return for providing the goods and services and remedying any defect thereof, at the times and methods specified in the contract.

In favor of and on behalf of the purchaser

Signature: _____

[Enter: title or other identification]

In the presence of _____

For and on behalf of the provider

Signature: _____

[Enter: title or other identification]

In the presence of _____

Contract agreement

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

By and between

[Insert: purchaser's name], "purchaser"

And

[Enter: *supplier's name*], "supplier"

(2) Referral Notification Form

{Written on paper appended with the employer's logo}

[Insert number]

[Insert date]

To: (name and address of the supplier)

Subject / Processing referral (insert contract No., ID and address)

We would like to inform you that approval has been received for your dated bid [insert date] to carry out the processing of [the contract name and number as specified in the special conditions] and the amount of the accepted contract amount [the amount entered in numbers and words] [insert the currency] as it was corrected and adjusted according to the instructions of the bidders and it has been accepted.

Please kindly check and provide us with a guarantee of good performance within 14 days of the date of issuance of the above assignment notice and notify it according to the general and special conditions of the contract and we enclose herewith a copy of the contract agreement with its general and special conditions.

... with respect,

Enclosures:

Contract agreement form

General conditions of the contract

Special conditions of the contract

Authorization signature:

Site name and description:

Employer name:

Addendum to Table for Section II**In Bid Data Sheet (BDS) 3. The Price Schedule for (Laboratory Supplies and Equipment)
to be imported from abroad**

1	L-code	
2	Company name	
3	Company origin	
4	Manufacturer name	
5	Manufacturer origin	
6	Company registration number& date	
7	National code	
8	Generic name	
9	unit	
10	Generic name of your item	
11	Trade name	
12	Free sale certificate in origin country as generic name	
13	LAB form	
14	Presentation	
15	Volume	
16	Weigh	
17	Item registration number	
18	Item registration date	
19	Origin of the product	
20	Exporting country	
21	Delivery period	
22	Transportation way	
23	Entry point	
24	Payment terms	
25	packing unit Size	
26	Units per piece	
27	Price per pack	
28	Price per piece	
29	Type of Currency	
30	FOC	
31	Quantity offered	
32	Total price	
33	Shelf life	
34	FDA,HPB,CE or MOH certificate no for unregistered product	
35	Submission of samples for study "yes/no"	
36	Origin of raw material	
37	Manufacturer Registration Number	
38	Manufacturer Registration Date	
39	Company Address	
40	Company Telephone	
41	Company Fax	

Section II: Bid Data Sheet (BDS)

42	Company Email	
43	Company Internet	
44	Representitive Bureau Name	
45	Beneficiary Name	
46	Bank_Name	
47	Bank_Address	
48	Bank_Telephone	
49	Bank_Fax	
50	Account No	
51	Announcement date	
52	close date	
53	Extension date	