

## **INTRODUCTION**

This document has been prepared for the purchase of all types of Medical Equipment & Appliances. The procedures of this document shall be subjected to the approved laws in Iraq and the (Dissolved) Coalition Provisional Authority Order No. No. 87 of 2004, or any superseding law, the instructions of implementing the effective government contracts and the contacts attached thereto.

## **Model Tender Documents for specialized sectors**

### **(Warranty & Maintenance for medical & service equipment)**

**Contracting Entity:** [Ministry of Health/ The State Company for Marketing Drugs & Medical Appliances (KIMADIA)]

**Project/Tender name:** [ Warranty & Maintenance for CT Scan ]

**Project/ Tender Ref. No.:** [warranty & Maintenance inv. No. 66/2026/16, arranged according to the M.O.H Current Budget]

**Issuing Date:** [6/5/2026]

**Closing Date:** 26/5/2026

**Announcement period:** (21) Days

## Announcement (One Direct Invitation) to Canon Co .

### Subject/ warranty & maintenance for CT-Scan { 66/2026/16 }

#### IFB Number: 16

- The [Ministry of Health/ The State Company for Marketing Drugs & Medical Appliances (KIMADIA)] is pleased to invite Canon Co. to present offer for two years warranty & maintenance for **CT-Scan** at qty (2 units) model Aquilion Light (TSX-036A) 160 Slice Appraisal Cost (90,885.00\$) related to (Nineveh health directorate/ Al Salam General Hospital ) and model Aquilion prime 160 Slice (TSX-303B) Appraisal Cost (81,120.00\$) related to (Dyala health directorate/ Jalawlaa General Hospital ) , noticing the following:
1. For additional details, can contact with (Ministry of Health/ The State Company for Marketing Drugs & Medical Appliances (KIMADIA)/ Dep. Of DGMI & General relations/ Fifth floor - center of MOH, Email: [dg@kimadia.gov.iq](mailto:dg@kimadia.gov.iq), [dg1@kimadia.gov.iq](mailto:dg1@kimadia.gov.iq), [dg2@kimadia.gov.iq](mailto:dg2@kimadia.gov.iq), [www.kimadia.gov.iq](http://www.kimadia.gov.iq), viewing the tender documents on a/m webs from 8:30 to 2:30 (during official work time) as it is declared in bidders instructions.
  2. Adhering to pay the charges of documentation & archiving electronically through (entering [www.itp.iq](http://www.itp.iq) site , and be rejestered in electronic PLATFORM f, before signing contract.
  3. Offer shall be delivered to the following address :[Ministry of Health/ The State Company for Marketing Drugs & Medical Appliances (KIMADIA)/ 6th floor/ import dep. for medical & service equipment (offers box management) receiving & opening offers committee/ Bab Al-Mua'adham-Baghdad, Iraq TEL: 4157667,Mobil no. 07705419074, Operator no.4158401,5,7,8/ four lines operator] at 2:30 pm/ closing date (26/5/2026), delayed offers will be rejected & the offers will be opened in presence the Bidders or their representatives at MOH/ Kimadia/ 6<sup>th</sup> floor/ committee of receiving & opening offers/ Bab AlMu'adham/ Baghdad/ Iraq/ Tel: 4157667,Mobil no. 07705419074, Operator no.4158401,5,7,8/ four lines operator (27/5/2026).
  4. Adhering to the tender requirements in all its sections.
  5. Tender closing date: 26/5/2026
  6. Awarding letter will be published in (unified electronic platform/ announcements & tenders), this site is for notification purposes for the winning Bidder as well as for all bidders that are participating in tender, the interception period to awarding decision begins from the next day of publication on the a/m website.
  7. Import dep. Email for medical & service equipment is: [import.devices@kimadia.gov.iq](mailto:import.devices@kimadia.gov.iq)
  8. Date of holding the conference to answer the questions of the bidders will be on (20/5/2026).
  9. Bidder should submit two identical copies of offers (one is original & other true copy) type of copy should be stated clearly on each envelope as well as tender no. & date on each envelope.
  10. Kimadia is not obliged to accept whole qtys if the bidder offer includes all qtys.
  11. Aadhering to state his amount as a percentage from the appraisal cost , and this will dependable in the schedule quantities arranged by the contractor ( first party ) according to the dependable percentage and this will applicable on the announced appraisal cost.

[Signature]

Pharmacist: Ahmed Sami AbdulSattar

Title: Director General- Chairman of Management Board

## **Contents**

### **Part one- Contracting Procedures**

It contains the following sections:

#### **Section one: Instructions to Bidders**

This section provides the information necessary for Bidders to prepare and submit responsive bids that meet the Contracting Entity's requirements. It also provides information on how to bid, open, evaluate and award bids. The first section contains provisions that shall be used without amendment.

#### **Section Two: Bid Data Sheet**

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

#### **Section Three: 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 Fourth: Bidding Forms**

This section includes the bidding forms, and the Price Schedule, to be submitted therewith.

#### **Section Five: Qualified Countries**

This section includes information about the qualified countries.

### **Part two - Contracting Requirements**

This Part contains the following section:

#### **Section Sixth: List of contracting requirements**

This Section contains the List of Goods and Related Services, the Delivery and Completion criteria Schedules, the Technical Specifications and the Drawings that describe the (Medical Equipment) and Related Services thereto, to be supplied

### **Part three: Contract conditions and forms**

#### **Section Seventh. General Conditions of Contract (GCC)**

This Section contains the general clauses, to be applied in all contracts. The provisions of clauses included in this section can not be amended.

#### **Section Eighth. Special Conditions of Contract (SCC)**

This Section contains clauses specific to each contract that modify or supplement the general conditions of the contract, included in section SEVEN.

#### **Section Ninth: Contract Documents**

This Section contains the contract form, which, once completed, incorporates any corrections and modifications 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 one: - Contracting Procedures**

### Section one - Instructions to Bidders

#### **Articles/Clauses schedule**

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## Instructions to Bidders

### A. General

1. Scope of tender	<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 (Medical Equipment &amp; Appliances) as specified in the Bid Data Sheet and Schedule of Requirements. 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>
2. Fraud and Corruption	<p>2.1 The Contracting Entity policy 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 for achieving this policy:</p> <p><b>(a)</b> The contracting entity adopts the definition of "corruption and fraud" according to the relevant and in force Iraqi laws. For the purpose of this article, the contracting entity will also be guided by definitions of terms as defined here below:</p> <p>(1) <b>“corrupt practice”</b> shall mean the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(2) <b>“fraudulent practice”</b> 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) <b>“collusive practice”</b> 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) <b>“coercive practice”</b> 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) <b>“obstructive practice”</b> shall mean:</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 or obstruct 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>(b)</b> The contacting 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><b>(c)</b> The contacting entity will sanction any firm or party (company or person) in accordance with the applicable Iraqi laws, including declaring him/it as uneligible for contract awarding either indefinitely or for a stated period of time if is the competent Iraqi Authorities has determined 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><b>(d)</b> 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. Tender Documents

<b>3.Content of Tender Documents</b>	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:
	Section one. Instructions to Bidders (ITB) Section Two. Bid Data Sheet (BDS) Section Three. Evaluation and Qualification Criteria Section Fourth. Bidding Forms Section Five. Qualified Countries Section Sixth. Schedule of Requirements Section SEVEN General Conditions of Contract (GCC) Section EIGHT. Special Conditions of Contract (SCC) Section Ninth Contract Forms
	3.2 The “Invitation for Bids” represent a form part of the Tender Documents.
<b>4. Clarification of Tender Documents</b>	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.
	According to the period of advertisement, 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.
	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.
<b>5. Amendment of Tender Documents</b>	5.1 At any time prior to the deadline for submission of bids, the Contracting Entity may amend the Tender Documents by issuing Addenda.
	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.
	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.



## C. Preparation of Bids

6. Eligibility	6.1 This bidding process is to qualified firms from any qualified country in accordance with the applicable Iraqi laws, including the instructions of scientific offices for the year 1999. The Firms may be excluded from bidding if:
	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 :
	(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 position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Contracting Entity regarding this bidding process; or
	(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) (6.1) a firm has been engaged by the Contracting Entity to provide specifications, and other documents to be used for the procurement of the (Medical Equipment & Appliances) described in these Tender Documents by a request of the contacting entity or;
	6.2 The Government staff 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 not be eligible 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 equipment) & services and their compliance with the tender documents	7.1 Pursuant to ITB Clause 12, the Bidder shall furnish, as part of its bid, documents establishing, to the Contracting Entity's satisfaction, the eligibility of the (Medical Equipment & Appliances) to be supplied under the Contract.
	7.2 The eligibility proving documents of the (Medical Equipment & Appliances) shall consist of a statement in the Price Schedule of the country of origin of the (Medical Equipment & Appliances) 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.
	7.3 The proving documents of conformity of (Medical Equipment & Appliances) as specified in Section Sixth Schedule of Requirements may be in the form of literature, drawings, and data and shall consist of:
	(a) a detailed description of the essential characteristics of the Medical Equipment & Appliances;
	(b) an item-by-item commentary on the Contracting Entity's Technical Specifications demonstrating substantial responsiveness of the (Medical Equipment & Appliances) to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

	(c) any other documents of the tender as stated in the Bid Data Sheet.
	7.4 Unless the Bid Data Sheet stipulates otherwise, the (Medical Equipment & Appliances) to be supplied under the Contract shall be registered with the competent authority in Iraq. A Bidder who has already registered its (Medical Equipment & Appliances) by the time of bidding shall submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Contracting Entity either:
	(a) a copy of the Registration Certificate of the (Medical Equipment & Appliances) for use in the Iraq. OR, if such Registration Certificate has not yet been obtained,
	(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.
	( c) It is permissible to exclude from registration according to the powers of the Minister of Health.
	7.4.1 The Contracting Entity shall at all times cooperate with the successful Bidder to facilitate the registration process within Iraq. The agency and contact person able to provide additional information about registration are identified in the Bid Data Sheet.
	7.4.2 (a) If the (Medical Equipment & Appliances) of the successful Bidder have not been registered in Iraq at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained.
	(b) The Minister of Health may exclude the successful bidder from submitting the medical equipment & appliances registration certificate upon signing the contract, in which case the contract shall be valid.
	7.5 For purposes of the commentary to be furnished pursuant to ITB Sub-Clause 7.3 (b) above, the Bidder shall note that standards as well as references to brand names designated by the Contracting Entity in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalog numbers in its bid, provided that it demonstrates to the Contracting Entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
8. Qualifications of the Bidder	8.1 The Bidder shall provide proving documents to establish to the Contracting Entity's satisfaction that:
	(a) the Bidder has the financial, technical, and production capability necessary to perform the Contract, fulfills the Qualification Criteria specified in Section Three Evaluation and Qualification Criteria.
	(b) in the case of a Bidder offering to supply (Medical Equipment & Appliances), identified in the Bid Data Sheet, that the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the manufacturer or producer of such (Medical Equipment & Appliances) to supply the (Medical Equipment) in Iraq as per format of Manufacturer's Authorization Form in Section Four;
	(c) in the case of a Bidder who is not doing business within Iraq (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the Contract) represented by a local service/maintenance provider in Iraq equipped and able to carry out the Bidder's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
	(d) the Bidder fulfills the qualification criteria listed in the specified in Section Three Evaluation and Qualification Criteria (see additional clauses of Section Three for Medical Equipment & Appliances).
9. One Bid per	9.1 Each firm shall submit only one bid as an individual Bidder and in

Bidder	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) The complete Bid Submission Form and Schedule of Prices in accordance with the forms referred to in Section Fourth;
	b) Bid Guarantee (the original copy) in accordance with Article 17 of the Instructions to Bidders (Bid Guarantee);
	c) a writing and enforceable authorization authorization to sign the bid that obligates the bidder;
	d) Documentary evidences in accordance with Article 7 of the Instructions to Bidders, confirming, according to the agreement of the contracting authority, that (medical equipment) are in conformity with the requirements of the tender documents;
	e) Documentary evidences in accordance with Article 855 of the Instructions to Bidders - the bidder's qualifications, confirm, according to the agreement of the contracting authority, that the bidder is eligible to implement the contract if his bid is accepted;
	(f) The bidder's purchase receipt for the bid document;
	(g) The manufacturer's Authorization Form according to the form attached in Section Fourth, if any, in accordance with Article 8.1 (b) of the Instructions to Bidders.
	(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 Fourth indicating the Medical Equipment to be supplied, a brief description of the (Medical Equipment & Appliances), their country of origin, quantity, and prices.
14. Bid Prices and Discounts	14.1 The Bidder shall quote their prices as per format of Price Schedule provided under Section Fourth all the specified components of prices shown therein. All the columns shown in the Price Schedule shall be filled up as required.
	14.2 The quoted prices for (Medical Equipment & Appliances) offered for domestic (Medical Equipment & Appliances) or (Medical Equipment & Appliances) of foreign origin located in Iraq shall be quoted in the Price Schedule given under Section Fourth (2). The quoted prices for (Medical Equipment & Appliances) to be imported from abroad, shall be quoted in the Price Schedule given under Section Fourth (3).
	14.3 While filling up the columns of the Price Schedule, the following aspects shall be noted for compliance:
	14.3.1 For domestic (Medical Equipment & Appliances) or (Medical Equipment & Appliances) of foreign origin located in Iraq, the prices under column 5 in the corresponding Price Schedule in at Section Fourth (2) shall be entered separately in the following manner:

	Column 5 (a): Prices (medical equipment & appliances) that are delivered at the ex-factory / (medical equipment & appliances) that are delivered in the ex-showroom / (medical equipment & appliances) that are delivered from the warehouse (ex off-the-shelf, depending on the case; These prices should include all fees and taxes (such as sales tax, customs fees, fees for consumables, etc.) paid or paid on the basis of components (medical equipment & appliances) and on raw materials used in manufacturing (medical equipment & appliances) or assembled which Their prices were determined on the basis of their delivery at the factory, in the showroom, from the warehouse, etc. ... or fees and taxes paid on (medical equipment & appliances) of foreign origin that were previously imported, and their prices were determined on the basis of delivery in the showroom etc. ... . These prices also include the shipping and handling costs.
	Column 5(b): Any sales and other taxes and duties like Excise Duty, Sales Tax etc., which will be payable on the (Medical Equipment & appliances) in Iraq if the Contract is awarded;
	Column 5(c): Inland Transportation, Insurance, Loading/ Unloading and other incidental costs till to delivery of the (Medical Equipment & Appliances) to their final destination as specified in the Schedule of Requirements.
	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 Schedule of Requirements.
	14.3.2 For (Medical Equipment & Appliances) offered from abroad, the prices under Column 5 in the corresponding Price Schedule as per format in Section Fourth (3) shall be entered separately in the following manner:
	Column 5(a): The price of (Medical Equipment & Appliances) quoted CIP at port/airport of destination;
	Column 5(b): The price of (Medical Equipment & Appliances) quoted DDP (Delivery Duty Paid) at End-user site in Iraq as specified in the Schedule of Requirements.
	Column 5(c): The price of Incidental Services including installation, demonstration and onsite training at End-users' site, if applicable, as mentioned in Schedule of Requirements;
	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 Fourth (4), if applicable as specified in Schedule of Requirements. The cost of AMC may be quoted along with taxes applicable on the date of Bid Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later. During AMC contract period the Supplier shall keep sufficient stock of spares required during and will to attend to the break down calls promptly. An UPTIME warranty of 'x'% per year during Annual Maintenance Contract, if applicable, as specified in Section Sixth Schedule of Requirements 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 Sixth Schedule of Requirements, 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	15.1 Prices shall be quoted in the following currencies:
	(a) The Bidder shall express its prices for such (Medical Equipment & Appliances) to be supplied from Iraq in the Iraqi Dinar.
	(b) The Bidder may express the bid price of the (Medical Equipment & Appliances) 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 whose validity period is less than required shall be rejected as a bid that does not comply with the conditions.
	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 Gaurantee. The Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid Gaurantee for the period of the extension.
17. Bid Gaurantee	17.1 The Bidder shall furnish as part of its bid an unconditioal and payable bid guarantee upon first demand of the contracting entity in any of the following formats:
	(a) A letter of credit as per the form attached in Section Fourth,
	(b) A certified cheque
	(c) or any other form specified by the Contracting Entity in the Bid Data Sheet
	The value Bid Gaurantee shall be as stipulated in the Bid Data Sheet and in the Schedule of Requirements in Section Sixth.
	17.2 The bid Gaurantee shall be addressed to the Contracting Entity stating the number and title of the IFB and shall remain valid for a period of 28 days beyond the validity period for the bid, and beyond any extension subsequently requested under Article 16-2 of the instructions to bidders.
	17.3 The bid Gaurantee 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 furnished 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 Securities of the unsuccessful Bidders that are unlikely to be awarded the Contract before the end of the Bid Validity and after the referral recommendation has been made. In such a case, the Bid Securities of the first three (3) candidates Bidders shall be retained in view of ITB Sub-Clause 38.2.
	17.6 The bid Gaurantee of the successful Bidder will be returned when the Bidder has signed the Contract and furnished the required performance Gaurantee.
	17.7 The bid Gaurantee may be forfeited by the contracting authority if:
	(a) if the Bidder withdraws its bid after closing the tender, except as provided in ITB Sub-Clauses 16.2 and 22.3; or
	(b) in the case of a successful bidder, if the Bidder fails within the specified time limit to: (1) sign the contract, or (2) furnish the required good performance Gaurantee.
	c) If an unsuccessful bidder submits a complaint or objection in accordance with Article 36 of the Instructions to the bidders, and it becomes clear to the competent authorities that this complaint or this objection was for wrong or unjustified reasons; The value of the damages resulting from this delay in signing the contract will be compensated according to Iraqi laws and procedures in force
	17.8 If the bid Gaurantee 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
	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 successful Bidder and fails to: sign the Contract in accordance with ITB Clause 37; or furnish a performance Gaurantee in accordance with ITB Clause 38;
	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.
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 the duly authorized person 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 initialled by the person signing the bid. The additions and corrections shall be signed 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 modifications 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 initialled by the authorised person or persons signing the bid.

## D. Delivery of Bids

19. Sealing and Marking of Bids	19.1 (A) Bidders may always submit their bids by express mail, express courier or by hand as per the Bid Data Sheet.
	(B) The Bidder shall enclose the original and each copy of the bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes containing the original and copies shall then be enclosed in another envelope as stipulated in the Bid Data Sheet.
	19.2 The inner and outer envelopes shall:
	(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; and
	(d) bear a statement "DO NOT OPEN BEFORE [date and time]" to be completed with the time and date specified in the Bid Data Sheet relating to ITB Sub-Clause 20.1.
	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 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 Clause 20 will be rejected.
22. Modification and Withdrawal of Bids	22.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative with a valid proof of the authorization, is received by the Contracting Entity prior to the deadline prescribed for submission of bids.
	22.2 The Bidder's modification or substitution shall be prepared, sealed, marked, and dispatched prior to the deadline for submission of bids and as follows:
	(a) The Bidder shall provide an original and the number of copies specified in Bid Data Sheet article 19.1 of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATION-ORIGINAL" or "BID SUBSTITUTION-ORIGINAL" and "BID MODIFICATION-COPIES" or "BID SUBSTITUTION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID MODIFICATION" or "BID SUBSTITUTION."
	(b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with Sub-Clauses 19.2 and 19.3.
	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:
	(a) be addressed to the Contracting Entity at the address named in ITB Sub-Clause 19.2 (b)

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

## E. Opening and Evaluation of Bids

23. Opening of Bids	23.1 The Contracting Entity (Bid Opening Committee) will open all bids, including withdrawal notices and modifications, 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.
	23.2 Envelopes marked “WITHDRAWAL” shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal notice shall be permitted unless the corresponding withdrawal notice with a valid authorization is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” with a valid authorization shall be read out and opened with the corresponding bid.
	23.3 All other Bids shall be opened one at a time, reading out: the name of the Bidder and the Bid Price of each item or schedule (or lot) including any discounts, and indicating whether there is: the presence or absence of a bid Gaurantee, if required; the presence or absence of requisite powers of attorney; and any other such details as the Contracting Entity may consider appropriate. No bid shall be rejected at bid opening. All pages of the original of each Bid shall be stamped with the bid opening committee stamp and the bid opening committee members shall sign on all pages of the price schedules of the original of each Bid.
	23.4 Bids (and modifications sent pursuant to 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.
	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 Sub-Clauses 23.1, 23.2, 23.4, and 23.6 and including in minimum the following information about:
	<ul style="list-style-type: none"> <li>- sealing and stamping of the envelopes;</li> <li>- the price of the bid (per lot) if any, including any discounts, any conditional prices or any other bid discounts;</li> <li>- 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</li> <li>- slashing un-priced items with horizontal lines; along with the signature of the chairman and members of the Bid Opening Committee</li> <li>- the Bidder's signatures on the Bid Submission Form and other attached Bid</li> </ul>



	<p>Forms and of every page of the price schedules;</p> <ul style="list-style-type: none"> <li>- number of pages of each Bid;</li> <li>- any other relevant remarks and reservations made by the Bidder on the Bid;</li> <li>- any other remarks and general description and highlights to be made by the Committee on any attachments to the Bid.</li> </ul>
	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.
	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.
	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 analysed and verified further.
	23.9 The Bids will be referred to the Bids Evaluation Committee after having approval of the Head of the Contracting Entity.
24. Clarification of Bids	<p>24.1 During evaluation of the bids, only the Contracting Entity (the 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 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. Procedures Confidentiality	25.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
	25.2 Any effort by the bidder to influence the Contracting Entity (the 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.
	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 shall do so in writing.
26. Initial auditing of bids and determining its response to the tender documents	26.1 The Contracting Entity (the Bid Evaluation and Analysis Committee) will evaluate and analyze the bids to ensure that they are complete, that there are no mathematical errors, that the required bid guarantee exists, that the documents were duly signed and that the bids are generally correct.
	26.2 The Contracting Entity (the 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.
	26.3 Prior to the detailed evaluation, pursuant to ITB Clause 29, the Contracting Entity (the 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:
	(1) that limits in any substantial way the scope, or quality of the (Medical Equipment) and related Services;
	(2) that limits, in any substantial way that is inconsistent with the Tender Documents, the Contracting Entity's rights or the successful Bidder's obligations under the Contract; and
	(3) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
	26.4 If a bid is not substantially responsive, it will be rejected by the Contracting Entity (the 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
27. Correction of Errors	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 and the value of its bid guarantee will be forfeited. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid guarantee shall be forfeited.
28. Conversion to Single Currency	28.1 To facilitate evaluation and comparison, the Contracting Entity (the 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.
	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.
29. Evaluation and Comparison of Bids	29.1 The Contracting Entity (the Bid Evaluation and Analysis Committee) will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 26.
	29.2 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on Delivery Duty Paid (DDP) End-users' site basis/ Free Delivery at End-users' Site basis. The quoted AMC price, if applicable as per Schedule of Requirements 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.
	29.3 for comparing/evaluating of Bids, and ranking of candidates, the following will be calculated:
	<ul style="list-style-type: none"> <li>The prices of domestic (Medical Equipment &amp; Appliances) 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 Fourth (2),</li> </ul>
	<ul style="list-style-type: none"> <li>The prices of (Medical Equipment &amp; Appliances) offered from abroad, as per ITB Sub-Clause 14.3.2 and as stipulated in Price Schedule in format in Section Fourth(3)</li> </ul>
	<ul style="list-style-type: none"> <li>The price of the annual maintenance contract (Annual Maintenance Contract - AMC), as mentioned in the attached price table in Section Fourth (4). In the event that the list of contracting requirements and paragraph 14.3.3 of the instructions to the bidders stipulate the need to secure maintenance for the years that follow a guarantee period Defects.</li> </ul>

	29.4 The rate of quoted Annual Maintenance Contract (AMC), if applicable, as per Section Sixth Schedule of Requirements, will be calculated for comparison/ranking purpose at (Net Present Value - NPV) considering discount rate as brought out in Bid Data Sheet.
	29.5 If more than one schedule (or lot) has been specified in Section Sixth Schedule of Requirements, the Bidders are required to quote as stipulated in Sub-Clause 14.7. Bids shall be evaluated for each schedules (or lots) separately.
	29.6 Contracts may be awarded for each schedule (or group) separately, according to Article 8 of the instructions to bidders, and after applying the local preference in accordance with Article 30 of the instructions, who submitted the responsive and lowest-valued bid. To bidders.
30. Margin of Preference	30.1 Unless otherwise stated in Bid Data Sheet, a margin of preference shall be adopted for bids from local bidders.
31. Contracting Entity's Right to accept or reject all or any of the Bids	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 before signing contract , without thereby incurring any liability/ legal commitments to the affected Bidder .
32. Eligibility and Qualification of Bidder	32.1 The Contracting Entity will determine to its satisfaction whether the Bidder that is selected as being qualified 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.
	32.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the proving documents 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 A successful qualification is a prerequisite for awarding the contract to a legally qualified bidder who has submitted the bid (unit / group) with the lowest cost (Lowest Evaluated Bid). If the qualification result is negative, this will lead to the rejection of the bidder of the bidder with the lowest cost of assessment; in this case, the contracting authority will undertake an evaluation process similar to the capabilities of the bidder with the lowest cost of the following, to ensure his ability to implement the contract in an acceptable manner.

## **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 contract award, the Contracting Entity has to verify from the competent authorities the validation of the substantial forms provided in the Bids including the Bid Gaurantee..
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% ,of the value of contract.
35. Notification of Award	35.1 Prior to the expiration of the period of bid validity, the Contracting Entity will notify the successful Bidder in writing or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted. At the same time, the Contracting Entity shall also notify all other Bidders of the results of the 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 successful 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 unsuccessful bidder as per Clause 36.
	35.3 After submitting the contract signed by the successful bidder, attached to good performance guarantee pursuant to Clause 38, the Contracting Entity will promptly discharge the bid securities of the unsuccessful Bidders, pursuant to Clause 17.
	35.4 The Contracting Entity shall respond immediately and in writing to any bidder who may submit to the contracting authority inquiring about the reasons for not choosing his bid, after receiving the notification of the award decision.
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 successful Bidder that its bid has been accepted and after lapse of the standstill period and settlement of Appeals as per Clause 36 (as the case may be), the Contracting Entity will send the Bidder the Contract Form provided in Section Ninth 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 unsuccessful Bidder's appeal as per clause 36, the Contracting Entity has still the right to proceed with the Contract with the Successful Bidder upon finding that the contract is fully compliant and it is in the public interest not to delay the commencement of the Contract and where the cancellation of the Contract will impose great damages on the public interest.
	(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. Performance bond	38.1 the winner bidder should submit performance bond according to the general conditions of the contract after notification date of the awarding letter and before signing contract, according to what is stated in the data paper. State-owned & public sector companies are exempt from providing a performance bond if the instructions & regulations in force in the republic of Iraq grant such exemptions.
	38.2 Upon the failure of the successful Bidder to submit the above-mentioned good performance guarantee or signing the Contract within the period specified under clause 37.2, the Contracting Entity will send an official notice for the successful Bidder to sign the Contract within fifteen (15) days from receiving this notice, after 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.



## Section Second: Bid Data Sheet (BDS)

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

### A. General

1.1	<p>Name of Contracting Entity: [ Ministry of Health/ The State Company for Marketing Drugs &amp; Medical Appliances (KIMADIA) ].</p> <p>Type of ( Various Radiation Equipment ):</p> <p>Project/ Tender: [Warranty &amp; Maintenance for CT- Scan ]</p> <p>Tender Number: [66/2026/16]</p> <p>IFB Number: [16]</p> <p>The number and identification of schedules (lots) comprising this IFB, detailed in Schedule of Requirements are: [schedule No. 1 &amp; schedule No. 2, schedule No.3 &amp; schedule No. 4 ]</p> <p>[The Federal Budget year.....] for [Ministry of Health/ The State Company for Marketing Drugs &amp; Medical Appliances (KIMADIA)]</p> <p>The source of funding for the contract(s) is: [ ministry of finance ]</p>
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### B. Tender Documents

4.1	<p>Contracting Entity's address: [ Ministry of Health / The State Company for Marketing Drugs &amp; Medical Appliances (KIMADIA) <a href="mailto:dg@kimadia.gov.iq">dg@kimadia.gov.iq</a> , <a href="mailto:dg1@kimadia.gov.iq">dg1@kimadia.gov.iq</a> , <a href="mailto:dg2@kimadia.gov.iq">dg2@kimadia.gov.iq</a> , <a href="mailto:gen.relat@kimadia.gov.iq">gen.relat@kimadia.gov.iq</a></p> <p>TEL: 4157667,Mobil No. 07705419074</p> <p>Operator No.4158401,5,7,8 (four lines operator)].</p> <p>Requests for Clarification are to be hand delivered or sent by DHL and [will be accepted by e-mail] via cable.</p> <ul style="list-style-type: none"><li>- Date of holding the conference to answer the questions of the bidders will be on (20/5/2026).</li><li>- Bidder address stated in the bid shall be dependable as as address for the corresponding, if there is a change in this address, the bidder shall notice the contracting entity within (7 days) from date of this change.</li></ul>
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## C. Preparation of Bids

6.3	<ul style="list-style-type: none"> <li>- List of disqualified bidders is available on the website address of the Ministry of Planning. following website address : <a href="http://WWW.mop.gov.iq">HTTP://WWW.mop.gov.iq</a></li> <li>- The bidder that nominated for the award is obligated to sign a legal commitment with the second party confirming the validity of documents &amp; data submitted by the foreign companies.</li> <li>- Contractual procedures will be continued if the specified period of security check (30 days) is finished without response by them, the payments of the supplier to be hold until receiving the security answer which confirm (no negative indicator) otherwise no payments will be released until resolving the matter with the security authorities.</li> <li>- Companies listed in blacklist according regulations no. (20) attached to the execution general instructions of contracts no. (1/ 2025 – method for listing &amp; removing Bidders or contractors who breach their contractual obligations with government contracting entities from the blacklist).</li> </ul>
7.2	<p>Legalization of the origin certificates according to according to the provisions no. 10, from the governmental contracts execution instructions no. (1/ 2025).</p>
7.3 (c)	<p>Eligibility Proving Documents of (Medical &amp; Service 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>(insert: <b>any other required eligibility proving documents for medical equipment</b>).</p> <p><b>1.</b> The offers should contain a copy from all legalized and original authorization letters by the producing company to the marketing ones also to present original and legalized copies to D.G.M.I &amp; General Relation Department including all above legalizations as mentioned in article (3) from special instruction concerning authorization letters .</p> <p><b><u>Notice:</u></b></p> <p>The original authorization letters should be sent and submitted to D.G.M.I &amp; General Relations Department before closing date.</p> <p>1- Offers should be submitted with updated technical specifications according to required recommended technical specification by WHO with height quality of materials &amp; devices.].</p> <p>2- Tthe Goods to be supplied under the Contract must be licensed in the country of manufacturer. Documentary evidence in the form of a certified copy of the license in the country of manufacturer shall accompany the bid.</p> <p>3- Origin certificate of the imported goods should be submitted for the benefit of the contracting party which issued by the manufacturing country or producer or the country which last assembly took place or shipment country ( export country ), approved by Iraqi commercial attachés in abroad Iraq according valid laws &amp; instructions taking into consideration the countries that known for manufacturing these goods, the certificate includes the necessary information about goods: (type, manufacturing co., place of manufacturing exporter co., end user, shipment method).</p>

	<p>4- Second party adheres to submit certificate of origin &amp; commercial invoice that approved by Iraqi commercial attachés in abroad Iraq according contract conditions.</p> <p>5- Commercial invoice include exact description for the consignment : ( producer name –model - units number – total value of the consignment – name &amp; address of the exporter ) which should be legalized by the iraqi commercial attache in the board , for the seller original one copy &amp; six copies explain the shipment to the named port.</p> <p>6- For radiological equipment, necessary approvals should be obtained from the concerned authorities in the country of origin to manufacture the mentioned models in his offer as well as obtaining necessary agreements from the Iraqi concerned authorities to import such equipment &amp; to be attached with his offer.</p> <p>7- Bidder should submit commitment stating the supply of spare parts together with schedule of supply if the ordered equipment are in need to such spare parts.</p> <p>8- Delivery should be As Soon As Possible within the L/C validity &amp; shipment schedule should be according to the kimadia request , noting that defference in te supplying period will be one of the benefit facrors.</p> <p>9- The offers should be included with priced spare parts lists &amp; their prices should be unchanged even after the end of the warranty period.</p>
7.4	<p>Not required to register (Medical &amp; Service Equipment &amp; Medical Appliances) in Iraq. 7.4 from instructions to Bidders is inapplicable. The Applicable Law does not require registration of the (Medical &amp; Service Equipment &amp; Medical Appliances) to be supplied under the Contract.</p>
8	<ul style="list-style-type: none"> <li>- The companies that present offer has to register the manufacturing sites before 31/12/2026, otherwise the unregistered companies will not be allowed to participate in tenders...</li> <li>- The contracted foreign companies in Iraq that supply goods &amp; services according agreement or contract that includes supplying any type of services inside Iraq for a period not less than one year to open &amp; register a branch in Iraq by companies register office according to the valid foreign companies branches system.</li> <li>- Foreign companies that have the will to present their offer should register their branch in Iraq within (45/ forty five days) from notification date of the award letter otherwise they considered as a breachers.</li> </ul>
11.1	<p>The language of the bid is: ["Arabic", and/ or "English"].</p> <p>"If the received tender documents &amp; contract are in bothe languages (Arabic &amp; English), Arabic language will be dependable if there is difference in interpretation as it is the official language of the country"}.</p>
12.1	<p>1- In addition to the documents stated in Paragraphs 12.1 (a) through (f), the following documents must be included with the Bid:</p> <p>Catalogues, operation &amp; service manuals and complete &amp; detailed specifications for equipment with standard and optional accessories, complete price list of spare parts</p> <p>2- The commercial offer should include the following details:</p> <ul style="list-style-type: none"> <li>- <i>Name of manufacturing company</i> .....</li> <li>- <i>Address of manufacturing company</i> .....</li> <li>- <i>Origin of goods</i> .....taking into consideration not stating the term (EU)</li> </ul>



- *Way of shipment clearly .....*
- *Entry point (specify more than one point) .....*
- *Shipment schedule starting from notification date of L/C*
- *Delivery period .....*
- *L/C period.....*
- *Full name & address of beneficiary:*
- *Area name .....St.....Building no.....*
- *Phone no.....*
- *Fax no..... Email .....*
- *Name of account 's holder ( provided that the account should be under the name of the company & not under the name of a person & the Name of account 's holder should be same of the second party (contractor).....*
- *Account NO. .... Swift code .....*
- *Full name & address of corresponding bank which should includes account holder name provided that it should complied with supplier name.*
- *Name of the representative in Iraq with enclosing legalized authorization*
- *Address of the representative in Iraq.....*
- *Name of authorized person who will sign the contract & his administrative position .....*
- 3- *Submitting foundation certificate of the second party, which should be original & legalized as following:*
  - a) *By the chamber of commerce in the origin country, the ministry of foreign affairs & notary in the origin country.*
  - b) *Iraqi ministry of foreign affairs in Baghdad should stamp & approve the agreement & signature of Iraqi Embassy in the country of origin.*
- 4- *Bidders adhere to submit their approved final calculations before closing date of the tender (throughout three years) before its announcement & to be determined sequentially, such documents should be original & legalized as following:*
  - a) *By the chamber of commerce in the origin country, the ministry of foreign affairs & notary in the origin country.*
  - b) *Iraqi ministry of foreign affairs in Baghdad should stamp & approve the agreement & signature of Iraqi Embassy in the country of origin.*
- 5- *Presenting non-objection letter to participate in the tender or tax ID issued by the general commission for taxes.*
- 6- *If an offer is submitted by a coalition of two or more companies, all partners must submit a letters of no-objection to participate the tender, a letter from only one partner is insufficient.*
- 7- *The Bidder must specify an global dependable inspection entity, the type of tests &*

	<p><i>the entity are responsible for charges if required &amp; according nature of item.</i></p> <p><i>8- Bidders who are not primary manufacturers/ producers shall 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 medical equipment, including processing, blending, formulating, filling, packing, labeling, and quality testing. The Bidder shall furnish a certificate from the competent Regulatory Authority (RA) that the manufacturer is licensed to manufacture the (Medical Equipment).</i></p>
14	<p>In addition to what is stated in the instructions for bidders:</p> <p>1- No discount will be accepted by the bidder after closing date.</p> <p>2- Any reservation and price discount presented after the bid closing date (if not required by the first party), such presentation will be neglected.</p> <p>3- The bidder has no right to endorse any condition from the bid documents or make any amendment regardless of its type.</p>
14.3.3	<p><i>Equation of maintenance contract as well as maintenance &amp; warranty in supplying contract</i></p> <p><i>A- keep the equipment functioning properly and correctly at the rate of “x %” for the duration of the contract.</i></p> <p><i><b>B- Downtime period exceeding (100-x) % then the period of this contract shall be extended doubling the downtime period as a compensation for such period that should not exceed the maintenance period stated in the contract.]</b></i></p>
14.4	<p>INCOTERMS® current edition shall be adopted (state the issuance year of the INCOTERMS® current edition)</p> <ul style="list-style-type: none"> <li>- The Bidder must specify the price according the location of access (DDP, CIP, CFR, CIF, FOB) &amp; others.</li> <li>- Presented prices by the bidder should be USD to Kimadia stores CIP.</li> </ul>
15.1	<p>b) Foreign currencies: [USD or EU in ink or printed in number &amp; writing in declare way without delete or slash ]</p>
16.1	<p>The offer validity period shall be [insert: <b>365</b> ] days after the deadline for bid submission, as specified below in reference to ITB Clause 20. Accordingly, each bid shall expire after <b>[27/5/2027]</b></p> <p>- Offer validity could be extended as our request.</p>
17.8	<p><b><u>First:</u></b> the awarded company is considered as a breacher because of the following:</p> <ul style="list-style-type: none"> <li>a) Not signing the contract after being notified officialy to sign the contract within (15/ fifteen days) from notification date of the warning without a legitimate excuse.</li> <li>b) When presenting non true information through a litigmate methods which are incompilied with presenting conditions or engaging in any of the corrupt &amp; fraudulent practices stipulated in these instructions.</li> <li>c) Not presenting the performance bond within specified periods before signing the contract.</li> <li>d) Not settelling fees &amp; charges that approved according laws &amp; instructions before signing the contract.</li> </ul> <p><b><u>Second:</u></b> the second party considered as a breacher to his contractual obligations because of the following cases:</p>

	<p>a) If he fails to provide the final bid bond after signing the contract within the specified period.</p> <p>b) If the second party went bankrupt or declared the settlement of his company except the optional settlement for the purpose of merger or reconstitution.</p> <p>c) If the second party's funds are seized by a competent court &amp; this seizure is likely to result in the second party's inability to fulfil his obligations.</p> <p>d) If the second party assigns the work to another party.</p> <p>e) If the second party subcontracts parts of the work to a subcontractor without obtaining the approval of the first party.</p> <p>f) If the second party didn't execute his contractual obligations</p> <p>g) The uncommitted contractor or that of uncommitted with its contractual conditions</p> <p>- Procedures mentioned in (first &amp; second) mentioned above will be taken against uncommitted bidders (breacher) to the contractual obligations according to procedures mentioned in the attached regulations to the instruction for implementing public contracts no. (1/2025).</p>
18	The bidder that nominated to sign a contract is obligated to sign a legal commitment with the first party confirming the accuracy of the documents & data submitted by the foreign companies.
18.1	<p><b>Required copies for offers additional to the original one is: ( one true copy ).</b></p> <p><b><u>Instructions for bidders:</u></b></p> <p>1- The offer must be submitted in two copies (original &amp; copy/ both identical), (the type of version, tender number &amp; date must be clearly stated) on each envelope which should be signed &amp; stamped (one is priced/ official stamp &amp; original signature) on each page &amp; the other is non priced includes (full name and address of the supplier) on a disk or CD in closed envelope.</p> <p>2- All the pages of the offer should contain an original signature and stamp of the supplier or by the authorized person that will sign the official signature especially (Bidder form).</p> <p>3- Priced offer should be signed &amp; stamped by the bidder or by the authorized scientific bureau that should be official signature.</p> <p>4- When fundamental differences occurred between (soft &amp; hard) copy of offer, Kimadia has the right to neglect the hard copy &amp; depend the soft one.</p> <p>5- Offers include commercial conditions: {origin of goods, shipment method, packing details, entry point, shipment port, name &amp; address of corresponding bank, bank account no., full name &amp; address of beneficiary}, such information should be stated in the offer.</p> <p>6- No clause in the tender documents may be crossed out, erased or amended in any way.</p> <p>7- Submitting additional attachments with the offer.</p> <p>8- Stating pages no. of each offer.</p>
18.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of a Power of Attorney issued by the Bidder dated no more than (3 months) or Company Registration Form (Certificate of establishment showing the authorized signatory).</p> <p><b><u>Special instruction concerning the authorization letters:</u></b></p> <p>1- Offers should be submitted directly by the manufacturing company through either the following:</p>

	<p>a. Director General.(proxy)</p> <p>b. Deputy manager (assistant)</p> <p>c. Sales manager (marketing)</p> <p>d. Commercial manager.</p> <p>e. Through scientific bureau authorized originally and the authorization of any employee not stated above will be accepted provided that his authorization should fulfil the required legal forms and approvals.</p> <p>2- In order to arrange contracting operation which is ensure offer submitting and arranging the correspondences &amp; permissions of the offers which include submitting, stamping, signing, opening &amp; presenting the prices not just issuing authorization letters which include such permissions by the producing companies or their representatives under their knowledge, therefore authorization letter which issuing from the producer to supplier if necessary for contracting with supplier companies should clarify the powers of the supplier company regarding the following:</p> <ul style="list-style-type: none"> <li>• Signing the contract and effect all its obligations.</li> <li>• Technical &amp; commercial negotiation.</li> <li>• Specifying the beneficiary applicant clearly in details from the L/C and beneficiary name of bank account with the whole other bank details.</li> <li>• Specifying the correspondences and the authorities which concerning with offers as far as submitting it, stamp it, sign it, open it, and submitting the prices without satisfaction to issue free authorization which authorizes all these authorities.</li> <li>• Confirm continuing the execution of all contracting obligation and the marketing company will bear a legal responsibility for the period of execution the contract even the period of authorization is expired with reference to complete the whole procedures including the registration of company and its products and full address and the details for manufacturing and marketing companies and completing the stamps and legalizations as it is workable now.</li> <li>• The contracted companies should submit the required legal guarantees according to the conditions of invitation within stipulated period in these instructions.</li> </ul> <p>3- According to instructions of Scientific Bureaus no.(4) dd. (1998)</p> <p>A- The Co. should state the name of the Iraqi scientific bureau, the name of the Pharmacist that registered in the Iraqi Pharmacist syndicate to follow up as well as the authorization to complete technical requirements upon requesting by committee of study &amp; analysis in case that the offers are submitted through the scientific bureau or has an authorization to sign (proxy) the contract, Bid Submission Form &amp; its documents, the scientific bureau should be the exclusive sole representative for all company's products or the deal should be directly with the co. through official representative.</p> <p>B- Responsibility of the scientific bureau will be continued even after the expiration of their authorizations letters, unless the further authorization letter has cover all the former commitments of the foreign companies &amp; it is the chosen place for legal notifications in Iraq.</p> <p>4- The name of the scientific bureau will be added in the contract.</p> <p>5- The authorization letter should be legalized officially by:</p> <p>a) The chamber of commerce in the country of origin or Ministry of Foreign Affairs in the country of origin or notary public in the country of origin</p> <p>b) Iraqi Ministry of Foreign Affairs in Baghdad should stamp &amp; approve the agreement &amp; signature of Iraqi embassy in the country of origin.</p> <p>c) In anyway, if the Iraqi embassy can not stamp all these documents above mentioned ,either there is no Iraqi embassy or knowing no exact information about a person</p>
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	<p>identity who represents the company so that embassy of the country of origin in Iraq should legalize and stamp upon that official authorization letters in order to be legal and acceptable and agreed upon.</p> <p>f) If there is no ((diplomatic representation)) between Iraq and country of origin, so the legalization should be made in a third country by the embassy of the country of origin which is existing as legal &amp; official formality to represent it by giving the legality of the agreement also the stamps of the Iraqi embassy in the third country &amp; finally Iraqi ministry of foreign affairs should legalize and sign up on our embassy stamp &amp; signature in the third country there.</p> <p>6- The company should mention in the authorization letter whether it is manufacturer or supplier or marketing company or commercial agent.</p> <p>In case of being supplier company, the following should be clarified:</p> <p>a. Names &amp; specialization of the manufacturing companies should have a legalized authorization from the manufacturing Cos as mentioned above and the producing Co. should state that you are the exclusive sole supplier for all products in Iraq.</p> <p>b. The supplying company as being the bidder should has a legalized authorization letter from the manufacturing companies as mentioned in article (2) above.</p> <p>c. In case of being manufacturer, the company specialization (special knowledge for a specific system) should be mentioned &amp; verified.</p> <p>d. Manufacturer companies should mention sole &amp; exclusive representative to deal with for all its products also the company should mention its factories and branches as well as it should state that you are a producer company.</p> <p>e. The letter of authorization should be legalized as mentioned in article (3) above.</p> <p>f. The authorization letter must be addressed to the state company for marketing drugs and medical appliances (Kimadia)/ D.G.M.I &amp; public relationships/ relationship section/ fifth floor.</p> <p>7- An original approved authorization letter should be issued by the manufacturer addressed to the supplier then to the scientific bureau &amp; the original legalized foundation certificate to both (producing &amp; supplying company) &amp; submitting the final accounts of the producing company which states the profits through the last three years, such accounts should be in Arabic &amp; English languages Exclusively &amp; should be positive accounts within the closing date &amp; stated the name of its sole agent.</p> <p>8- Bidders should present official documents mentioned in point (7) above which should be translated to Arabic (legal dependable translation) includes details &amp; contents of the stated stamps.</p> <p>9- Bidders should state the name of the person who is authorized to sign the offers &amp; contracts with its administrative position &amp; copy of his signature through original approved authorization letters which must be translated into Arabic legal dependable translation as well as include details of the stated stamps on it &amp; to be presented to (Kimadia)/ D.G.M.I/ fifth floor, in order to be matched with the signature stated in the offeror or the received one later on for contracts.</p> <p>10- The bidders should state the names, administrative position &amp; addresses of the authorized persons that will sign the contracts &amp; their approved dependable documents according to the valid procedures upon contracting &amp; should be issued before signing the contract for not more than three months.</p> <p>11- The bidders should state their web site in their offers, the e-mail address, name &amp; address of the responsible person who will follow-up all the inquiries concerning the offer.</p>
18.3	<p>In addition to the instructions list for bidders adding the following:</p> <p>The bidder has no right to make objection for any bid conditions.</p>

## D. Submission of Bids

19.1 (a)	<p>Bidder may submit his offer through e-mail &amp; to be followed with original copy that containing original handwritten signature, such offer should be received by the concerned entity before presenting the recommendations of the analysis committee, committee secretary should register the offer in the record as soon as received.</p> <p><u>In addition to above said, concerning these bids which submitted by the DHL, which include all the authorization letters &amp; documents ( original &amp; approved ) they should be arranged in separated envelope for checking purposes,&amp; they should be delivered to kimadia before closing date , otherwise , the offers will be neglected, provided , that it should stated in the external envelope , the bidder address inside &amp; abroad Iraq.</u></p> <ul style="list-style-type: none"> <li>- Additional attachments send with the offers</li> <li>- Page no. of each offer</li> </ul>
19.1 (b)	<p>The number of offer required copies in addition to the original one is: [one applicable copy to the original one]. <b>With committing to what stated in article (18.1)</b></p>
19.2 (b)	<p>For <b><u>bid submission purposes:</u></b></p> <p>The Contracting Entity's address is:</p> <p>Street Address: [Bab Al-Mua'dham/ Baghdad/ M.O.H Building]</p> <p>Floor/ Room number: [Ministry of Health/ Kimadia/ 6<sup>th</sup> floor/ import dep. of medical &amp; service equipment/ offers management box]</p> <p>City: [Baghdad ]</p> <p>P. O. Box:</p> <p>Country: [Iraq]</p>
19.2 (c)	<p><u>Tender no.:</u> (66/2026/16)</p> <p>IFB no. (16)</p> <p><b>Warranty &amp; Maintenance for CT- Scan</b></p>
20.1	<p>Deadline for bid submission is: [26/5/2026 at 2:30 p.m according to local time in Baghdad-Iraq].</p> <p>&amp; if the closing date were accidently a holiday, official day work after the holiday will considered as the closing date</p> <ul style="list-style-type: none"> <li>- A receipt is issued by the first party to each bidder upon receiving the offer, copy of such receipt to be retained at first party files for future reference.</li> <li>- All offers including offers that will be sent by international express mail should be sent before closing date, otherwise they will be neglected.</li> <li>- Any reticence or amendment presented by the bidder after the bid closing date will not be accepted.</li> </ul>

## E. Bid Opening and Evaluation

23.1	<p><b>The bid opening place is:</b></p> <p><b>Street Address:</b> [ Bab Al-Mua'dham ]</p> <p><b>Building &amp; Floor/ Room no.:</b> [Ministry of Health/ The State Company for Marketing Drugs &amp; Medical appliances (KIMADIA)/ 6th floor/ receiving &amp; opening offers committee]</p> <p><b>City :</b> [Baghdad]</p> <p><b>Country:</b>[Iraq]</p> <p><b>Date:</b> [27/5/2026]</p> <p><b>Time:</b> [at the beginning of the official work]</p> <p>- The date for the bid opening shall be in public in The State Company for Marketing Drugs &amp; Medical Appliances (KIMADIA) headquarter in presence of the bidders or their representatives/ receiving &amp; opening offers committee in the day after the closing date.</p> <p>- Opening the offers according point (12) from general instructions of contract's execution no. (1/ 2025) &amp; their attached regulations no. (4/ first, second, third &amp; fourth).</p>
27	<p>In addition to what are stated in the a/m Instructions to Bidders Section, following to be added:</p> <p>1- If there is an one item or more in the offer have no prices in the presented offer, their execution costs will be valued according the qtys stated against each one which will be included the total value of the offer.</p> <p>2- The presented prices stated in the offer (ranks for one dollar portion are only two ranks).</p> <p>3- Prices are clearly submitted without rubbing or scratching, the price of each unit is the dependable one, and these prices should be final.</p> <p>4- Bidders are obliged to state items prices in qtys table that mentioned in the offer &amp; the total amount is written in ink or to be printed out numerically &amp; in writing, the price that printed in writing will be depended if there is a difference with the numerical price as well as the unit price will be depended if the item price is not correct.</p>
29	<ul style="list-style-type: none"> <li>- Samples upon requesting, period of presenting the sample is specified by analysis &amp; evaluation committee of service &amp; medical equipment.</li> <li>- Information of tender's samples are (manufacturing co. name, item name, manufacturing date, model &amp; serial no.).</li> <li>- Companies that participating in this bid &amp; that didn't get awarded may draw the submitted samples within one month from the date of awarding, otherwise our company (Kimadia) has the right to take action with these samples.</li> </ul>
30.1	[ Insert: "applicable/ Not applicable )

	<p>- “If the lowest responsive bid which fulfills the laid down Qualification Criteria offers foreign (Medical Equipment) as per ITB 29, then a Domestic preference will be given to the responsive bid offered by National Private Sector Factories of the Republic of Iraq provided that the national product price does not exceed that of the foreign product by %”.]</p> <p>State: ( not applicable) for another items except drugs .</p> <p>or</p> <p>- Second party adheres that priority should be for the raw materials that are manufactured inside Iraq to supply contract items or to execute projects through companies of Ministry of Industry &amp; Minerals.</p> <p>- Local priority will be depended as a factor for offers analysis, (if depended specify the method)</p>
31	<p><i>1- If more than one bidder participates in submitting a single offer for the year, their joint &amp; several liability shall be established for its execution, provided that they submit a duly approved participation agreement with the offer, or a preliminary agreement signed by the participating parties, reinforced by a commitment from them not to withdraw or limit their participation if the bid is awarded to them. A contract must be distributed by a notary public prior to participation, valid for one year for a period of (14 days) from date of signing The contract, if withdrawl procedures done by one of the partners, the participating parties shall be treated as defaulters or breachers according the circumstances.</i></p> <p><i>2- First party has the right to cancel the tender before signing the contract for justifiable reasons without compensating the bidders. Only the purchase price of the tender will be refunded. This applies if the tender cancelled &amp; a change in execution method to direct invitation or a single offer, &amp;when tenders for the previous year are cancelled &amp; re-advertised in a new sequence for the following year.</i></p> <p><i>3- Kimadia is not committed to accept the total quantity stated in the invitation.</i></p> <p><i>4- No discount will be accepted, even if it is submitted after the closing date, in addition to that, no amendments after the awarding will be accepted or discount letter submitted after closing date.</i></p> <p><i>5- Supplying period or executing (Shipping schedule) is specified by Kimadia according to contract's type.</i></p>
32	<p><i>32.2 In addition to what is said above in article no. 32.2, following to be considered:</i></p> <p><i>- Accepting Offers that their amounts are exceed the appraisal cost for not more than (10%).</i></p> <p><i>- Excluding offers that their amounts more or less than (20%) from appraisal cost from awarding.</i></p> <p><i>- First party has the right to negotiate in order to reduce prices in order to reach the permitted limits of appraisal cost without prejudice to the scope of work if the lowest priced offer that match the specifications is more the than the accepted limits of appraisal cost according Paragraph (13/ thirteen/ third) from valid instructions &amp; regulations.</i></p> <p><i>- If there is a deviation in price analysis showing an imbalance in some items at a rate more than 20% increase for each item separately which their total is not more than</i></p>



	<i>10% from total number of items, price of this offer is acceptable, if the deviation of (imbalanced items) exceeds 10% from total number of items, award for this offer is acceptable &amp; depend priced qtys schedule by the first party instead of qtys schedule of that offer provided that items prices should be amended equal to same amount ratio of the winning offer ( increasing or decreasing) as well as arrange a meeting with the bidder in order to declare &amp; stamp the amended schedules.</i>
34.1	<p>Insert any exceptions or restrictions ( )</p> <p>1. Kimadia has the right to increase quantities of goods or increase non consultative services or amend technical specifications that contracted upon in a ratio not more than 20% from contract's value, prices of items are subjected to the increase shall be based on the priced items, provided that the increase does not exceed 20% of the item's qty. Anything exceeding this shall be subjected to prevailing market prices, taking into consideration the impact of these changes on contractual obligations &amp; financial guarantees as stipulated in the contract addendum.</p> <p>2. Kimadia has the right to divide the goods or services that required to supply.</p> <p>3. The first party is not obliged to accept all quantities if the bidder's presented offer is for all quantities.</p> <p>4. Upon awarding, first party has the right to increase or decrease the quantity of items &amp; services originally specified in the contract requirements list before contracting</p>
37.1	<p>- Contracts are written in Arabic &amp; English if one of the contracting parties is a foreigner and Arabic shall depend in case of any difference in interpretation of the contract's form.</p> <p>- The contract is approved after signing it by the authorized legal dep. (first party) according to notaries public law no. (33/ 1998) or any law replacing it after verifying that the fees have been legally paid &amp; the contract is not considered valid until approved.</p> <p>- The contract must be signed by the second party through the authorized person in front of the notary public in accordance with notaries public law no. (33/1998).</p>
37.2	The winning bidder that notified of award officially, signing the contract within (30 work days) starts from notification date of the award & within (45 days) from date of award decision for foreign companies that are included with registration to their branches in Iraq.
38.1	<p>Performance bond to be submitted after notification of award letter and before signing the contract.</p> <p>A. Seller is required to submit un-conditional performance bond as a bank guarantee at (5%) of the contract value at same currency of the contract or in Iraqi dinars after notification date of the award &amp; before signing the contract , valid throughout contract's period until the end of executing all the contractual requirements, &amp; final settlement of accounts &amp; issuing final acceptance certificate, partial releasing is allowed upon final reception for the parts that have final acceptance report which confirming their eligibility for use &amp; will be cancelled by notification from kimadia.</p> <p>B. The performance bond should be issued by the Iraqi bank or active foreign bank branches in Iraq or those who are depended by (CBI) these banks should not issue such performances for foreign company unless submitting back to back performance bank &amp; such bank is under the classification issued from ( Moody's standard and poor) &amp; others or against cash guarantees not less than warranty amount without interring TBI , issued in Arabic + English Languages &amp; the Arabic will be the dependable language .</p> <p>C. The performance bond is accompanied by a letter of authenticity ( secret &amp;</p>

personal ) to be sent to Kimadia by the same bank that issued the performance bond & it should be unconditional for the benefit of kimadia & kimadia has the right to extend or confiscated according to Kimadia request without objection of the correspondents or suppliers, with first written request.

D. Companies & scientific bureaus should take into consideration the following when issuing this bond:

1. Performance bond should be issued under the name of the sinning contracted company or who is authorized by them officialy, such authorization should be stated in the bank records.
2. Confirming that the contract number should be stated in the performance bond.
3. Stating the following phrase in the performance bond ( this performance bond is subjected & explained according to Iraqi republic laws).
4. Performance bond should be covered financially by the bank.
5. No performance bond is received unless it is attached with the official letter issued by the issuing bank & signing by the authorizing manager or his representative.
6. Performance bond should be valid from issuing date throughout contract's period until finishing all the contract's requirements, final settlement of accounts & issuing final acceptance certificate, partial releasing is allowed upon final reception for the parts that have final acceptance report which confirming their eligibility for use.
7. Performance bond should not be conditional or directly.
8. If the supplier is not agreed upon amendments or extensions for the performance bond or when the supplier is a breacher, then the performance bond amount will be confiscated & deposited on Kimadia account).
9. Performance bond will be not accepted unless being accepted by CBI & enter the electronic platform which should be confirmed by the bank.
10. Performance bond should state the same contract currency or Iraqi Dinar.
11. If an offer is submitted by a consortium of two or more companies, a performance bond may be submitted in the name of any of the consortium partners.
12. Instructions for the implementation of public contracts no. (1/ 2025) & the regulations attached to it are considered an integral part of the document.

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## **Section Fourth. 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 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 (Medical Equipment) or goods of foreign origin available in Iraq.
3. Price Schedules for (Medical 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. Sample Form for Performance Statement

## 1. Bid Submission Form

Date: [                      ]

: Tender Number: [66/2026/16]

Letter of Invitation Number: [ 16 ]

To: {Ministry of Health/ the state compant for marketing drugs & medical appliances/ Kimadia/ Baghdad/ Bab AlMua'dham}

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

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

2. We undertake, if our bid is accepted, to deliver the (Medical Equipment) in accordance with the delivery schedule specified in the [ insert “Schedule of Requirements in Section Sixth” or “as quoted in Price Schedule in Section Sixth”] (the Bidder may select as appropriate clause).
3. We agree to all General Conditions of Contract in Section-SEVEN read in conjunction with the Special Conditions of Contract in Section-EIGHT.
4. If our bid is accepted, we undertake to provide an advance payment gaurantee good performance gaurantee in the form, in the amounts, and within the times specified in the Tender Documents.
5. We agree to abide by this bid, for the Bid Validity Period specified in Sub-Clause 16.1 of the Bid Data Sheet in Section Two 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.

Signature: \_\_\_\_\_

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

Job position: \_\_\_\_\_

As an authorized person to sign this offer on behalf [insert: bidder name]

8. We agree to the following Eligibility Criteria:

- (a) We have nationality from qualified countries as per ITB Sub-Clause-6.1 of Section one.
- (b) We do not have conflict of interest in accordance with ITB Sub-Clause-6.1 (a) of Section one.
- (c) We are not a Government-owned Entity in Republic of Iraq./ We are a Government-owned Entity in the Republic of Iraq and meet the requirement as per Sub-Clause 6.1(b) of Section one.
- (d) We including any of our subcontractors or manufacturers for any part of the contract, have not been declared as 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 as ineligible to bid during the period of time determined as per ITB Clause 6.3 of Section one.

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 position**]

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

## 2. Price Schedule for Medical Equipment of Foreign Origin Available in Iraq

1		2					3	4	5					6
Schedule No	Item No.	Brief Description of Goods ##					Quantity offered and physical unit	Country of Origin	Price per physical unit [ Iraqi Dinar] (figure and in writing)					Total Price
		Product	Strength	Dosages form	Pharmacop eia 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) quantity X 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 Medical Equipment}

Signature of Bidder \_\_\_\_\_  
Name & Designation \_\_\_\_\_  
Business address \_\_\_\_\_  
Seal of the Bidder \_\_\_\_\_

### 3. The Price Schedule for (Medical Equipment) to be imported from abroad

1			2		3	4	5				6
National No.	Seller Code No.	Item No.	Brief Description of Goods ##		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 Schedule of Requirements	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: *[Bidders may insert permissible Currency]* \_\_\_\_\_ (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 Medical Equipment}

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

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

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

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

Place: \_\_\_\_\_ Signature of  
 \_\_\_\_\_ Bidder  
 \_\_\_\_\_ Name & Designation

Date: \_\_\_\_\_  
 \_\_\_\_\_ Business  
 \_\_\_\_\_ address  
 \_\_\_\_\_ Seal of the  
 \_\_\_\_\_ Bidder

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

{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.}



### Country of Origin Declaration Form

Item	Description	Code	Country

A confirmed certificate of origin shall be issued for all imported Medical 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 Medical 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 Medical 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 Medical 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. Sample Form for Good Performance Statement

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

### Annex for tables (2 & 3)

1.	Manufacturing company code	
2.	National code	
3.	Equipment name	
4.	Equipment model	
5.	Origin of goods	
6.	Equipment technical descriptions	
7.	Company name	
8.	Company nationality	
9.	Company registration no.	
10.	Company registration date	
11.	Authorization from manufacturing Co. to the supplying Co.	
12.	Manufacturing Co. name	
13.	Manufacturing Co. nationality	
14.	Manufacturer registration no.	
15.	Manufacturer registration date	
16.	Delivery period	
17.	Shipping schedule	
18.	Transferring way	
19.	Entry point	
20.	Unit price	
21.	Currency	
22.	Qty	
23.	Total amount	
24.	F.O.C goods	
25.	FDA,HPB , CE or any other certificate	

26.	Company address	
27.	Company phone	
28.	Company E-mail	
29.	Bank name	
30.	Bank address	
31.	Account No.	
32.	Account holder name	
33.	Name of authorized person who will sign	
34.	Administrative position	
35.	Authorization of the authorized person who will sign	
36.	Name of scientific bureau	
37.	Address of scientific bureau	
38.	Phone no. of scientific bureau	
39.	Email of scientific bureau	
40.	Invitation announcement date	
41.	Invitation closing date	
42.	Extending closing date of invitation	

## **Section Fifth. Qualified Countries**

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

1. The Purchaser permits firms and individuals from all countries to offer (Medical Equipment), works and services for projects financed by the Government of Iraq. As an exception, firms of a Country or (Medical 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 SEVEN 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, (Medical Equipment) and services from the following countries are excluded from this bidding:

a- With reference to paragraph: 1-(a) above.

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b- With reference to paragraph: 1-(b) above.

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## PART TWO

### List of contracting requirements Section Sixth: List of contracting requirements

#### SCHEDULE OF REQUIREMENTS

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

1		2	3	4	5	6
Schedule No.	Item No.	Brief Description of medical equipment Warranty & Maintenance for <b>CT-Scan</b>	Qty <b>2</b> <b>TOW</b> <b>equipment</b>	Bid Gaurantee amount <b>Not Applied</b>	Final Destination	Required Delivery period as per —
(a)	(b)					

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

## ***Schedule II: Scope of Incidental Services:***

**[Insert: “Nil” for Health Sector Goods**

**OR “Required Installation, Demonstration and onsite Training & abroad training, warranty & maintenance ” for Medical Equipment]**

<b>Warranty &amp; Maintenance</b>	<p>The second party ( seller ) is responsible to maintain the equipment within (72 hours) inside Baghdad &amp; one week outside Baghdad from failure notification date through one of the contacts ways/ tell call enhancing with e-mail within warranty and maintenance period, if there is a delay in effecting warranty and maintenance within a/m periods delay penalty will be imposed per each day according to the following equation:</p> <p>(Warranty &amp; maintenance amount/ periodical maintenance period stated in the contract – permission period x 25% = penalty for one day) and it should not exceed 25% from warranty and maintenance value when the delay penalty reaches the a/m highest percentage the first party has the right to take the necessary legal actions against the second party (Seller) &amp; hold all the legal effects &amp; differences in prices resulted from kimadia execution of the contract.</p> <p>- First party has the right to take legal procedures against second party after warning him officially through reliable E-mail that stated in the contract within (15 days) from date of the warning &amp; before the delay penalty reaches the maximum.</p> <p>- If second party didn't adhere with maintaining the equipment within the stated period in the contract, a technical committee will be formed from Engineering &amp; maintenance dep. for medical &amp; service equipment in order to effect warranty &amp; maintenance after warning the second party of such default as well as deducting the amount of installation, operation &amp; delay penalty from second party charges.</p> <p>1- The contract includes presenting warranty (maintenance &amp; repair labour + spare parts) for the equipment &amp; accessories for two years for the contracted equipment.</p> <p>2- Maintenance: includes protective, periodical &amp; emergency maintenance works which need promptly procedures to keep the equipment full use service operating in competent way in case of its defeat &amp; such works include: check up, testing, calibration, instituting unused parts with new one &amp; repairing the sets</p>
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	<p>according to the checking &amp; application reports by the first party, provided that the second party report is signed &amp; stamped by the end user which stated notifying date of the idle by the end user according to the phone call with e-mail letter by the end user &amp; date of the answer for the maintenance by the second party will be regarded as an official document &amp; as an initial receipt for the equipment, such maintenance include the following:</p> <p><b>A- <u>PROTECTIVE &amp; PERIODICAL MAINTENANCE:</u></b></p> <p>1- Protective maintenance include: calibration, testing, insuring public safety conditions and replacing un-useful parts with new others.</p> <p>2- Periodical maintenance for the equipment (four times a year), starting from the commencement date of the contract, maintenance &amp; repairing equipment &amp; putting it into service.</p> <p>- If there is delay in effecting periodical maintenance within a/m period, a delay penalty will be imposed per each day according to the following equation (warranty and maintenance amount/ periodical maintenance period – permission period x 25%= the penalty for one day) provided that permission period to be added as follows:</p> <p>Permission period to be added to seasonal maintenance (four times a year), permission period is (15 work days only).</p> <p>- Second party adheres to deliver warranty &amp; maintenance reports to engineering &amp; maintenance dep. for medical &amp; service equipment within (7/ seven days) for equipment installed in Baghdad &amp; within (15/ fifteen days) for equipment installed in other provinces.</p> <p>3- Corrective maintenance for the equipment for all the cases which notified by the first party.</p> <p><b>B- EMERGENCY MAINTENANCE:</b> Represent taking procedures as a result of partial or complete idle for the equipment in order to repair them to be useful service in highly efficiency.</p> <p>3- Second party obligations (Seller):</p> <ol style="list-style-type: none"> <li>1. The second party adheres to make maintenance which include the equipment with its accessories.</li> <li>2. The second party adheres to make maintenance for the idle</li> </ol>
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	<p>equipment within a maximum period ( <b>30 days</b> ) from the date of signing contract, provided that the maintenance should include the replacing of the consumable spare parts with new un-used others, otherwise a delay penalty will be imposed as following:</p> <p><b>Warranty &amp; maintenance amount/ maintenance periodical period in contract X 25% = penalty for one day</b></p> <ol style="list-style-type: none"> <li>3. The second party adheres to make the maintenance works for the idle equipment for the periodical &amp; protective works once every (<b>three months</b>) in a way keeping the equipment fulltime service with highly performance according to the manufacturing company ( General &amp; special conditions ) starting from the date of contract beginning, maintenance, repairing the equipment &amp; putting it into service.</li> <li>4. The second party adheres to supply spare stock for spare parts in his stores or in the maintenance equipment sites.</li> <li>5. The second party adheres to ( if necessary ) in cooperation with the first party ( kimadia ) after received written approval for any amendments recommended by the second party stated in official report after taking the necessary approval procedures.</li> <li>6. The second party adheres to compensate the value of any failure or damage occur in the equipment as a result of the works of the second party technical staff, in this case, the first party has the right to ask for compensation the value of the damages.</li> <li>7. The second party adheres to furnish the first party engineering &amp; maintenance department for medical &amp; service equipment in kimadia at the end of each year with the service report( periodical, protective &amp; emergency) stated details of the problem &amp; the used spare parts according &amp; date of the idle notification by the end user &amp; the date of response &amp; maintenance by the second party.</li> <li>8. The second party adheres to deliver all the equipment to the first party after the end of maintenance period, provided, that they should work-in highly workable efficiency including all its parts.</li> <li>9. The second party adheres to replace the expended spare parts with new unused others from original origin that manufactured by manufacturing company.</li> <li>10. The second party adheres to execute the maintenance contract</li> </ol>
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	<p>after finishing the previous contract, if it is signed already with the health directorate &amp; the supplying companies.</p> <p>11. The second party has no right to unload the containers and replace the original old parts but there is a capability to re-back returnable parts to the second party to return them to the manufacture company after submitting documents to the first party which approved that they are returnable.</p> <p>12. Second party adheres to present catalogue to the first party includes combination, contents &amp; work of the equipment in details for each model.</p> <p>13. Items &amp; tools using in maintenance, should be according to (ISO).</p> <p>14. The second party responsible to compensate the damaged items which appear after maintenance because of defects.</p> <p><b>15. Documents Required:</b></p> <p>a- The second party adheres to submit original maintenance reports which include (contract no. health directorate name, hospital name, name &amp; model of the equipment, serial no., manufacturing company name ) for each equipment , in addition to fix starting operation date , finishing maintenance works date , failure or maintenance status , replacing &amp; using spare parts using to repair the failures &amp; state the names &amp; signature of responsible technical team on each report.</p> <p>b- Submitting original (certificate of origin, quality test certificate) for the items that are used in maintenance.</p> <p><u>Note:</u></p> <p>A) Documents should be presented to Buyer within agreed period in contract's conditions.</p> <p>B) Original maintenance reports should be approved by End User (engineering dep. &amp; operator) in the health directorate as well as the approval of engineering &amp; maintenance Dep. for medical &amp; service equipment/ Kimadia.</p>
<b>Training</b>	<p>The Supplier company adheres to effect training course ( ) within ( 180 days ), starting from notification date of the ministerial training order, otherwise delay penalty will be imposed against your company for each day delay &amp;deducted from the training amount that does not exceed 25% of the training amount</p> <p>(training amount/ training period x 25% = the penalty for one delay day)</p>

	<p>and if delay penalty reached maximum the first party has the right to take all legal procedures against second party and will bear all legal consequences, inside training is subjected to same penalty that imposed on abroad training.</p> <p>- First party has the right to take legal procedures against second party after warning him officialy through reliable E-mail that stated in the contract within (15 days) from date of the warning &amp; before the delay penalty reaches the maximum.</p> <p>- The seller should present complete fixed training program with each contract &amp; it should contains the following:</p> <ul style="list-style-type: none"> <li>* work's method of contract's items.</li> <li>* method of installation &amp; loosening parts of equipment.</li> <li>* dependable maintenance method of equipment.</li> <li>* way of following up the idle &amp; how to repair this idle.</li> <li>*The parts which always go out of order &amp; the reasons behind these idles &amp; how to avoid these idles.</li> <li>* which items can be replaced without effecting the equipment works.</li> <li>* specifying the required specialization for training ( electric engineer, mechanic engineer , technician .....etc).</li> <li>* submitting a complete survey for the technical &amp; administrative staff who will submit the training course &amp; the C.V for such staff &amp; if it is a part of the contracted company or this company will sign a contract with another specialist company in training.</li> <li>* the second party adheres to give the participant or the trainee a participating certificate &amp; real evaluation for each participant which could enable him completing any maintenance for the equipment.</li> </ul>
	F.O.C. ITEMS ARE SUBJECTED TO SAME CONTRACT'S CONDITIONS

**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 %” [insert such as 95% or 98%] UPTIME warranty during AMC Period shall be provided. Downtime period exceeding (100-x) % then the period of this contract shall be extended doubling the downtime period.]*

## Technical Specifications

warranty and maintenance ( Labor + spare part )		
1	Equipment Name	CT-Scan
2	Manufacturing co	Canon
3	Qty	2
4	Warranty period	Two years

Model	Site Equipment	Appraisal Cost for warranty and maintenance for one unit two years
Aquilion Light (TSX-036A) 160 Slice	Nineveh health directorate/ Al Salam General Hospital	(90,885.00\$) Ninety thousand eight hundred eighty- five dollars only
Aquilion prime 160 Slice (TSX-303B)	Dyala health directorate/ Jalawlaa General Hospital	(81,120.00\$) Eighty – one thousand one hundred twenty dollars only

1- Concerning CT Scan contracts the second party adheres to use the technology which participate in reducing the radiation dosage to the minimum range.

## **Part three**

### **Conditions of Contract**

#### **Section Seventh. General Conditions of Contract**

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## General Conditions of Contract

1. Definitions	In this Contract, the following terms shall be interpreted as indicated:
	(a) "The Contract" means the agreement entered into between the Contracting Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
	(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
	(c) "Day" means calendar day.
	(d) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Sub-Clause 6.2.
	(e) "End User" means the organization(s) where the (medical equipment) will be used, as named in the Schedule of Requirements.
	(f) "GCC" means the General Conditions of Contract contained in this section.
	(h) "The Purchaser" means the organization or the Contracting Entity purchasing the medical equipment, as named in the SCC.
	(i) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the medical equipment supplied under the Contract are registered for use in the Iraq in accordance with the Applicable Law.
	(j) "SCC" means the Special Conditions of Contract.
	(k) "The Services" means those services ancillary to the supply of the medical equipment, such as transportation and insurance, and any other incidental services.
	(l) "Site," where applicable, means the place or places belonging to the contracting party (the contracting entity) according to the list of contracting requirements.
	(m) "The Supplier" means the individual or firm supplying the medical equipment and Services under this Contract, as named in the SCC.
	(n) Fraud and Corruption : The Purchaser defines Fraud and Corruption as per the relevant applicable Iraqi laws. For the purposes of this Sub-Clause, the Purchaser will be guided further by the definition of the terms as set forth here below:
	(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;
	(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;
	(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;
	(5) "obstructive practice" is
	(aa) deliberately destroying, falsifying, altering or concealing of evidence



	material to the investigation or making false statements to investigators in order to materially impede a Purchaser's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice in accordance with the applicable Iraqi laws; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
	(bb) acts intended to materially impede the exercise of the Purchaser's inspection and audit rights as per the applicable Iraqi laws and as per Sub-Clause 5.4.
2. Application	These General Conditions shall apply to the extent that they are not superseded by other provisions.
3. Country of Origin	3.1 For purposes of this Clause, "origin" means the place where the medical equipment were mined, grown, or produced, or from which the Services are supplied. the medical equipment are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	3.2 The origin of the medical equipment and Services is distinct from the nationality of the Supplier.
4. Standards	4.1 The medical equipment supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the goods of country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit	5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
	5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.
	5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
	5.4 In accordance with the applicable Iraqi laws, the Supplier shall permit the Purchaser through the competent authorities to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors.  The Supplier's attention is drawn to Clause 23, which provides, inter alia, that acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under this Sub-Clause constitute a prohibited practice subject to contract termination as well as to a determination of ineligibility pursuant to the Iraqi's prevailing sanctions procedures in Iraq.

6. Certification of (medical equipment) in Accordance with Laws of Republic of Iraq	6.1 If required under the Applicable Law, (medical equipment) supplied under the Contract shall be registered for use in the Iraq. The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the (medical equipment) for use in the Iraq.
	6.2 Unless otherwise specified in the SCC, the Contract shall become effective on the date (“the Effective Date”) that the Supplier receives written notification from the competent authority in Iraq that the medical equipment have been registered for use in Iraq.
7. Industrial Property or Patent Rights	7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof in Iraq.
8. Good Performance Gaurantee	8.1 the winner biddert ( supplier )has to submit Good Performance bond of 5% of Contract Price to the contracting party after the awarding notification and before signing contract . If rules and regulations of Republic of Iraq grant exemption to Public Companies of State and Public Sector, they are accordingly exempted of submitting Good Performance Gaurantee.
	8.2 The proceeds of the good performance gaurantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.
	8.3 The good performance gaurantee shall be denominated in the currency or currencies of the Contractor in a freely convertible currency acceptable to the Purchaser and chosen from the list of currencies from which the Central Bank of Iraq quotes the rate of exchange to the Iraqi Dinar. The Gaurantee shall be an unconditional guarantee payable upon demand and it shall a bank guarantee issued by accredited bank in Iraq in accordance with the instructions of Central Bank of Iraq in the format provided in the Tender Documents. In the case of a Bank Guarantee furnished from the banks located outside Iraq, it shall be endorsed and countersigned by an accredited bank in Iraq by way of back-to-back counter guarantee
	8.4 The good performance gaurantee will be discharged by the Purchaser and returned to the Supplier following the date of completion of the Supplier’s performance obligations under the Contract, and expiry of the warranty period, the issuance of the satisfactory completion certificate and the final payment settlements
9. Inspections and Tests	9.1 The Purchaser or its representative shall have the right to inspect and/or to test the (medical equipment) to confirm their conformity to the Contract specifications. The SCC and the Technical Specifications shall insert what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
	9.2 This articl shall be according what is specified in the SCC
	9.3 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
10. Packaging	10.1 The Supplier shall provide such packing of the (medical equipment) as is required to prevent their damage or deterioration during transit to their final

	destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the (medical equipment)' final destination and the absence of heavy handling facilities at all points in transit.
	10.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.
11. Delivery and Documents	11.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC.
	For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by express courier the following documents to the Purchaser, with a copy to the insurance company:
	(1) three originals and two copies of the Supplier's invoice, showing Purchaser as [enter correct description of Purchaser for customs purposes]; the Contract number, Goods description, quantity, unit price, and total amount. Invoices shall be signed in original, stamped, or sealed with the company stamp/seal; one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as [enter correct name of Purchaser for customs purposes] and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;
	(2) four copies of the packing list identifying contents of each package;
	(3) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
	(4) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;
	(5) one original and ..... copies of the Supplier's Certificate of country of Origin covering all items supplied and associated trading lists endorsed by the relevant Iraqi Commercial Agencies outside Iraq. For items originating from countries member of the Arab Common Market, the certificates of origin and associated trading lists endorsed by the competent country of origin authority shall be sufficient;
	(6) original copy of the Certificate of Inspection furnished to Supplier by the

	nominated inspection agency and six copies (where inspection is required);
	(7) any other procurement-specific documents required for delivery/payment purposes.
	For Goods from within 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 shall 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 [enter correct name of Purchaser] and delivery through to final destination as stated in the Contract;
	(3) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
	(4) four copies of the packing list identifying contents of each package;
	(5) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;
	(6) one original of the Supplier's Certificate of country of Origin covering all items supplied and associated trading lists endorsed by the relevant Iraqi Commercial Agencies outside Iraq. For items originating from countries member of the Arab Common Market, the certificates of origin and associated trading lists endorsed by the competent country of origin authority shall be sufficient;
	(7) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)
	(8) other procurement-specific documents required for delivery/payment purposes.
	<b>Note:</b> In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 9 (GCC 9) above.
	11.2 For purposes of the Contract, "EXW," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall be governed by the international rules for interpreting trading terms as prescribed in the current edition of INCOTERMS® published by the International Chamber of Commerce, Paris.
	11.3 Documents to be submitted by the Supplier are specified in the SCC.
12. Insurance	12.1 Unless otherwise specified in the SCC, The medical equipment supplied under the Contract shall be fully insured in a freely convertible currency of an qualified country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
13. Transportation	13.1 Unless otherwise specified in the SCC, the responsibility for regulating the transport of medical equipment shall be as prescribed in the current edition of INCOTERMS®
14. Incidental Services & AMC	14.1 The Supplier shall provide such incidental services, if any, as are specified in the Schedule of Requirements.

	14.2 The Supplier shall provide Annual Maintenance Contract (AMC), if any, after warranty period for number of years as specified in the Schedule of Requirements.
15. Warranty of defects	15.1 Warranty shall be as specified in the SCC.
16. Payment	16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
	If the supplier is a public entity (state company and public sector), the purchaser can raise the advance payment according to the instructions in force.
	a. Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in the following currency: [insert contract currency] in accordance with the following:
	(1) Upon shipment: the purchaser shall pay to the supplier [eighty (80)]% of the price of the goods to be shipped, by means of a confirmed and irrevocable letter of credit, which shall be opened for the supplier in a bank in his home country. Payment shall be made in accordance with the letter of credit after presenting the documents specified in GCC Clause 11; The Purchaser shall bear the costs of opening the letter of credit and the costs of amending it for reasons related to the Purchaser or caused by its fault or default. The supplier shall bear the costs of fixing the letter of credit and the costs of amending it.
	(2) On Delivery & Acceptance: the Purchaser shall pay to the supplier [twenty (20)]% of the total contract value within [thirty (30) days] of the date of receipt of the goods, after submitting a payment request (indicating the Purchaser's name, contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser. The Purchaser shall pay to the supplier the payments in the currency agreed upon in the terms of the Contract within [thirty (30) days] from the date of submitting the payment request (indicating the Purchaser's name, contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.
	B. Payments for goods supplied from within Iraq:
	Payments for goods and services supplied within Iraq shall be made in Iraqi Dinars according to the following:
	(1) Advance Payment: The Purchaser shall pay to the supplier [insert percentage as per instructions) to local factories] after the submission of a payment request (indicating the Purchaser's name, contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) in addition to the advance payment guarantee in accordance with the document attached to Section EIGHT.
	(2) Upon receipt (acceptance): The Purchaser shall pay to the supplier [[insert percentage as instructed]% of the total contract value after submitting a payment request (indicating the Purchaser's name, contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser

	{Please note that the percentages specified above can be adjusted to meet specific contracting requirements or approved business standards.}
	16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the (medical equipment) delivered and Services performed, and by documents submitted pursuant to GCC Clause 11, and upon fulfillment of other obligations stipulated in the Contract.
	<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 advertising. The special conditions of the contract specify the procedures to be followed in case the purchaser fails to pay the due amounts.</p> <p>When applicable, the advance guarantee shall be payable upon an on demand and unconditional guarantee issued by an accredited bank in Iraq as per the official publication of the Iraqi Central Bank. If the guarantee is issued by a Bank located outside Iraq, the issuer shall have a correspondent accredited financial institution located in Iraq to make it enforceable.</p> <p>In the case of a bank guarantee, the guarantee shall be submitted according to the formula adopted by banks.</p>
	16.4 Payment will be made in the currency or currencies specified in the SCC.
	16.5 Irrevocable non – transferable and unconfirmed Letter of Credit (LC) shall be opened by the Purchaser in accordance with the applicable Iraqi regulations. However, if the Supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributed to the Purchaser, the charges thereof shall be borne by the Supplier. However, if the LC is amended to make LC as per Contract requirements then charges thereof shall be borne by the Purchaser.
17. Prices	17.1 Prices charged by the Supplier for (medical equipment) delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, prices shall be fixed and firm for the duration of Contract.
18. Change Orders	18.1 No changes shall be introduced to the contract unless for the circumstances (a-e) listed here below. In such case, the Change shall be limited to minimum and would be applicable for the following reasons:
	(a) If the change is not introduced, a major damage will result economically and technically;
	(b) If the change is not introduced, the (medical equipment) cannot be useful upon completion;
	(c) If the change will realize savings in the cost of the Project;
	(d) If the change does not result in a major modification to the pre-determined scope of supply;
	(e) If the change will result in earlier time for completion but not to result in inferior technical specification or scope of supply.
	The Purchaser may as per the applicable Iraqi laws, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

	(a) specifications, where (medical equipment) to be furnished under the Contract are to be specifically manufactured for the Purchaser;
	(b) the method of shipment or packing;
	(c) the place of delivery; and/or
	(d) the Services to be provided by the Supplier.
	<p>18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.</p> <p>Any claims by the Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.</p>
19. Contract Amendment	19.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
20. Assignment	20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, to any other party in accordance with the legislation in force.
21. Delays in the Supplier's Performance	21.1 Delivery of the (medical equipment) and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
	21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) shall encounter conditions impeding timely delivery of the (medical equipment) and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without arrears fines, in which case the extension shall be ratified by the parties by amendment of Contract.
	21.3 Except as provided under GCC Clause 23, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of arrears fines pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Sub-Clause 21.2 without the application of arrears fines.
22. Arrears fines( reduced per completion ratios)	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 medical equipment within the period (s) specified in the contract for that, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as arrears fines as a sum equivalent to delivered price of the delayed (medical equipment) Specified in the special conditions of the contract for each delay week or part of it until the actual delivery or execution. the Purchaser may consider termination of the Contract pursuant to SCC and according to the instructions and controls issued by the Ministry of Planning and any legislation in force ..
23.withdrawal of work by the employer	23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may withdraw the work via written warning for fifteen (15) days in whole or in part in accordance with the Iraqi applicable laws which includes incurring the

	difference of two allowances and in the following cases:
	(a) if the Supplier fails to deliver any or all of the (medical equipment) and related services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
	(b) if the (medical equipment) do not meet the Technical Specifications stated in the Contract; or fail to replace it within thirty days of receiving a written notice by the purchaser.
	(c) if the Supplier fails to provide any registration or other certificates in respect of the (medical equipment) within the time specified in the Special Conditions.
	(d) if the Purchaser determines as per the applicable Iraqi laws that the Supplier has engaged in administrative corruption, fraudulent, collusive, coercive or obstructive practices in accordance with GCC Sub-Clause 1.1.n, in competing for or in executing the Contract, then the Purchaser may, after giving 15 days' notice to the Supplier, withdraw the work from the Supplier on this basis, and the provisions of Clause 22 shall apply as if withdrawal of work had been made under Sub-Clause 22.1.
	(e) if any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice in accordance with GCC Sub-Clause 1.1.n during the purchase of the Goods, then that employee shall be removed.
	(f) if the Supplier fails to perform any other obligation(s) under the Contract.
	(j) If the supplier waived in part or wholly to another supplier or subcontractor with other supplier.
	(h) If parts of the supplied materials were awarded to another supplier without prior approval of the purchaser.
	23.2 In the event the Purchaser withdraw the work in whole or in part, pursuant to GCC clause 22-1, the Purchaser may supply, upon such terms and in such manner as it deems appropriate, (medical equipment) or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar (medical equipment) or Services.
24. withdraw the work for insolvency	The purchaser may at any time and after sending a written notice to the supplier for fifteen (15) days, may withdraw the work without resorting to the court in the following cases:
	a- If the supplier becomes bankrupt or insolvent or his assets were liquidated or submitted application of bankruptcy of insolvency.
	b- If a decision was issued by the competent court to put the supplier's funds at the hand of the liquidator.
	c- If the supplier made a reconciliation that protects him from bankruptcy or waived his right to the benefit of his creditor.
	d- If the supplier approved executing his contractual obligations under the supervision of control commission consisted of his creditors.
	e- If seizure was conducted on the funds of the supplier by a competent court, this seizure may lead to the inability of the supplier to fulfill his contractual obligations.
	In this case, the withdrawal of work is done without compensating the supplier, and without prejudice to any right or compensations that are on the



	liability of the purchaser according to the contract or which results later.
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 12, 21, and 22, the Supplier shall not be liable for forfeiture of its good performance guarantee, arrears fines, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure as much as the performance is affected by this condition.
	25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
26. Termination for Convenience	26.1 The Purchaser may terminate the Contract, in whole or in part, at any time for the following cases:
	(a) for general benefit.
	(b) in case there is no way to achieve the contract for any reason agreed which are outside the will of the two parties , which lead to impossible supplying .
	This is to be done after sending a written notice to the supplier to terminate the contract.
	26.2 For the remaining (medical equipment), the Purchaser may elect:
	(a) to have any portion completed and delivered at the Contract terms and prices;
	(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed (medical equipment) and Services and for materials and parts previously procured by the Supplier.
	26.3 If the Contract is terminated for convenience of the Purchaser, the rights, duties and obligations of the parties, including all dues to the Supplier, shall be in accordance with the procedure set forth in Clause 26.
27. Settlement of Disputes	27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
	27.2.1 Any dispute or difference in respect of which a notice of intention to

	commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the (medical equipment) under the Contract. If the arbitration is not agreed upon, then the Iraqi law shall be applied for disputes resolution.
	27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.3 Notwithstanding any reference to arbitration herein, (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and (b) the Purchaser shall pay the Supplier any monies due the Supplier.
28. Limitation of Liability	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,
	(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay arrears fines to the Purchaser and
	(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price.
29. Contract Language	29.1 The language of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
30. Governing Law	30.1 The Contract shall be interpreted in accordance with the Iraqi Law and guardianship of Iraqi judicial system.
31. Notices (Notification notices)	31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable (the term “cable” is deemed to include electronic mail, telex, or facsimile) and confirmed in writing to the other party’s address specified in the SCC.
	31.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
32. Taxes and Duties	32.1 A Supplier supplying (medical equipment) from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside Iraq in accordance with the legislations in force.
	32.2 A Supplier supplying (medical equipment) offered from within Iraq shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted (medical equipment) to the Purchaser.
33. Withholding and lien in respect of sums claimed	33.1 Whenever any claim or claims for payment of a sum of money arises out of or under the Contract of Republic of Iraq against the Supplier, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the gaurantee, if any, deposited by the Supplier and for the purpose aforesaid, the Purchase shall be entitled to withhold the said cash gaurantee deposit or the gaurantee, if any, furnished as the case may be and also have a lien over the same pending finalization of any such claim.
	In the event of the banking gaurantee being insufficient to cover the claimed amount or amounts or if no gaurantee has been taken from the Supplier, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums

	found payable or which at anytime thereafter may become payable to the Supplier under the same Contract or any other Contract with the Purchaser or the Republic of Iraq, pending finalization of any such claim and that The Supplier shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Supplier.
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## Section Eighth: Special Conditions of Contract

The following Special Conditions of Contract shall supplement or amend the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The clauses nos in SCC are same clause nos of the GCC to ensure clarity which appears in parentheses.	
GCC 1.1 (h)	The Purchaser is: [Ministry of Health/ The State Company for Marketing Drugs & Medical appliances (KIMADIA)].
GCC 1.1 (m)	The Supplier is: [ <i>insert: name of Supplier</i> ].
GCC 3	<ul style="list-style-type: none"> <li>- Manufacturing CO.:</li> <li>- Country of origin:</li> <li>- Certificate of origin indicates that all qty of produced goods are manufactured in the country of origin is required &amp; to be presented with shipping documents taking into consideration what stated in article GCC11.1 &amp; 11.3.</li> <li>- The name of the manufacturer, origin &amp; specification stated in the contract cannot be changed unless there is an agreement of the first according the following: <ul style="list-style-type: none"> <li>• Submitting Certificate of origin for the imported goods to the first party issued by the manufacturer or producer or the country in which the last assembly took place or in the shipment country (exporting country) legalized by the concerned Iraqi authority in that country, such certificate should mention (the origin of the imported goods, accurate technical descriptions for equipment &amp; items, kind of goods, producer co. name, production country, importer country, beneficiary party, shipment way.....etc).</li> <li>• Issuing &amp; certifying of the origin certificate &amp; commercial invoice according regulations no. (10) attached to execution instructions of general contracts no. (1/ 2025) &amp; the valid laws.</li> </ul> </li> </ul>
GCC 5	<p>In addition to what is stated in GCC, following to be added:</p> <ul style="list-style-type: none"> <li>- The first party has to supply the second party with official letters which are concern with contract execution without first party being responsible of letters results.</li> <li>- The original contract copy signed by the two parties, which saved by the first party, for it is represent the effective copy in case of differences &amp; breach.</li> <li>- Presenting original commercial invoices to Import Dep. of medical &amp; service equipment before shipment for each dispatch otherwise first party (Buyer) will impose <u>non-fulfilment penalty</u> against the second party (Seller) according to specific procedures in this respect.</li> </ul>
GCC 6.1	<ul style="list-style-type: none"> <li>- Second party should register the manufacturing co. within one – six months from date of signing the contract otherwise first party stop releasing charges of second party until completing registration procedures with imposing <u>non-fulfilment penalty</u> according to specific procedures in this respect.</li> <li>- Foreign companies that have contracts with Iraq to supply goods or presenting services through agreement or contract which are include presenting any kind of services inside Iraq for a period not less than one year to open &amp; register the branch in companies register office according to</li> </ul>

	foreign companies branches valid system within a period not more than (45 days) from notification date of the award to the foreign company otherwise considered as breacher.
GCC 6.2	The Effective Date of the Contract is [ <i>insert: <b>date of Contract signing.</b></i> ]
GCC 8	<p><b>- Performance Bond:-</b> submitting performance bond at (5%) from contract's value at same currency of the contract or in Iraqi dinars after notification date of the award &amp; before signing the contract, valid throughout contract's period until the end of executing all the contractual requirements, final settlement of accounts &amp; issuing final acceptance certificate, partial releasing is allowed upon final reception for the parts that have final acceptance report which confirming their eligibility for use &amp; will be cancelled by notification from kimadia.</p> <p>- Seller is required to submit un-conditional performance bond as a bank guarantee under the name of the beneficiary issued by dependable Iraqi bank ,valid from date of its issuance until fulfill all contractual obligations, such performance bond should issue in Arabic &amp; English languages.</p> <p>- In addition to what said above, following to be added:</p> <p>A. The performance bond should submitted after notification date of the award letter &amp; before signing the contract valid throughout contract's period &amp; will not be canceled until a notification issued by kimadia.</p> <p>B. The performance bond should issued by the Iraqi governmental bank or local Iraqi bank &amp; these governmental dependable banks should not issued such performances for foreign company unless submitting back to back performance bank &amp; such bank is under the classification issued from (Moody's standard and poor) &amp; others or against cash guarantees not less than warranty amount without interring TBI , issued in Arabic + English Languages &amp; the Arabic will be the dependable language.</p> <p>C. true issuing letter ( secret &amp; personal ) which is issued by the same bank should send to kimadia with the performance bond &amp; it is to be unconditional for the benefit of kimadia &amp; kimadia has the right to extend or confiscated it in case kimadia ask that without objection of the correspondences banks or the bidders, with first written request .</p> <p>D. Companies &amp; scientific bureaus should take into consideration the following when issuing this bond:</p> <ol style="list-style-type: none"> <li>1. Performance bond should be issued under the name of the signing contracted company or who is authorized by them officialy, such authorization should be stated in the bank records, receipt vouchers are not accepted.</li> <li>2. Confirming that the contract number should stated in the performance bond.</li> <li>3. Stating the following phrase in the performance bond (this performance bond is subjected &amp; explained according to Iraqi republic laws).</li> <li>4. Performance bond should be covered financially by the bank.</li> <li>5. No performance bond is received unless it is attached with the official letter issued by the issuing bank &amp; signing by the authorizing manager or his</li> </ol>

	<p>representative.</p> <p>6. Performance bond should be valid from issuing date throughout contract's period until finishing all the contract's requirements, final settlement of accounts &amp; issuing final acceptance certificate, partial releasing is allowed upon final reception for the parts that have final acceptance report which confirming their eligibility for use.</p> <p>7. Performance bond should not be conditional or directly.</p> <p>8. If the supplier is not agreed upon amendments or extensions for the performance bond or when the supplier is a breacher, then the performance bond amount will be confiscated &amp; deposited on Kimadia account).</p> <p>9. Performance bond will be not accepted unless being accepted by CBI &amp; enter the electronic platform which should be confirmed by the bank.</p> <p>10. Performance bond should state the same contract currency or Iraqi Dinar.</p> <p>11. First party has the right to hold the bid bond because of force majors or resulted reasons that causes granting pause period for more than (90 days).</p> <p>12. first party is not responsible of any commissioning amounts related to extending the performance bond that resulted from pausing throughout contract's execution period.</p> <p>13. If an offer is submitted by a consortium of two or more companies, a performance bond may be submitted in the name of any of the consortium partners.</p>
GCC 8.3	Performance bond forma mentioned in GCC (a) is dependable.
GCC 9.1	<p>1- Only the specialized manufacturing &amp; supplying companies exclusively have the right to submit their update products according to our dependable specifications which are offered in our invitation ISO certificate &amp; other international dependable certificates in addition to the introduction letter showing the companies projects ,should be submitted with the offers.</p> <p>2- The second party should submit inspection certificate issued by well-known international Inspection company which should familiar with the nature of the contract items which inspect any kind of goods in manufacturing place before export , in case of bad quality manufacturing or in complying with specifications they should submit a report of its bad quality or in complied then Inspection certificate should not issue and any amount will not be paid for the goods &amp; all the consignments imported by any country or foreign company should be inspected &amp; checked in the origin country.</p>
GCC 9.2	9.2.1
NOT APPLICABLE	(A) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the (medical equipment) shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those (medical equipment).
NOT APPLICABLE	(b) The Supplier may have an independent quality test conducted on a batch of medical equipment that is ready for shipment. The cost of such tests will be on account of the Supplier.

NOT APPLICABLE	(c) Upon receipt of the (medical equipment) at place of final destination, the Purchaser's representative shall inspect the (medical equipment) or part of the (medical equipment) to ensure that they conform to the condition of the Contract and advise the Purchaser that the (medical equipment) were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such (medical equipment) or part of them. The Acceptance Certificate shall be issued at the earliest within [insert "10/ ten days" or "30/ thirty days"] of receipt of the (medical equipment) or part of them at place of final destination.
Not applicable	9.2.2. Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 9.1 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be the responsibility of the losing party."}
GCC 10.2  Not applicable in case spare parts supplying inside Iraq	<p><b><u>Packing and packaging:</u></b></p> <ol style="list-style-type: none"> <li><i>1. Packing must be excellent and inside safe boxes to protect materials from damage, breakage and shortage.</i></li> <li><i>2. The packing material, which is of plant origin, should be clear from insect &amp; blights.</i></li> <li><i>3. The seller has to put dark blue ribbon with the mark (MOH-IRAQ) printed in the middle of the outer pack on the trucks concerning the ordered consignments by the buyer as well as stating the trade mark of the seller.</i></li> <li><i>4. Manufacturer name, country of origin &amp; date of producing should be printed on the outer cover for each palet or carton.</i></li> <li><i>5. Good printing on the external cover for each device or palet or carton on which marking{MOH-IRAQ, order No., L/C No., name of beneficiary and number of pieces inside the palet or the carton} each package contains a copy of the packing list and all necessary commercial documents.</i></li> <li><i>6. All the labels on each package or palet or carton should be written in English.</i></li> <li><i>7. The order should be arranged in boxes (containers) with shrink wrapping for cartons and clear labels about the contents of each carton according to the ISO specifications. containers should be with the dimensions according to the kind of the equipment.</i></li> <li><i>8. Medical items should be shipped in closed pallet covered with nylon and placed on a wooden bases.</i></li> <li><i>9. The seller should fix serial no. of each equipment on a lable fixed on each carton from outside .</i></li> </ol>

	<p><i>10. All spare parts &amp; accessories should be packed separately from the equipment.</i></p> <p><i>11. The manufacturer company should print (MOH-IRAQ) as a thermal print on the manufactured item.</i></p>
GCC 11.1 & 11.3	<ol style="list-style-type: none"> <li>1. Submitting three original legalized copies of sell receipt &amp; certificate of origin with each consignment, the certificate should state the following: "The manufacturer or producer is not a branch or company listed in the black list, stating that (the seller will supply the goods to Iraq).</li> <li>2. All suppliers adheres to the conditions stated in the contract &amp; submitting shipment documents upon delivery of the consignment &amp; the seller is responsible of any shortages or any delay for the reasons of not submitting shipment documents.</li> <li>3. The Seller has to deliver the goods to Kimadia (Buyer) with insurance and freight CIP and does not disengage from this obligation until organizing proper unloading minute at the delivery place agreed upon.</li> <li>4. The period of issuing the receiving certificate should be (15 days) from date of the consignment arrival to the supplying place stated by the first party &amp; the final receipt will be within (15 days).</li> <li>5. The receipt of goods is not considered an admission of their compliance to the technical specifications and conditions but it depends on the tests issued by the specialized authorities.</li> <li>6. Each consignment should include three original shipment sets &amp; three additional copy sets ( first set/ addressed to corresponding bank , second set / addressed to medical &amp; service equipment import department, to be submitted before 21 days from arraival of goods, third set/ attached with the consignment ) otherwise non-fulfilment penalty will be imposed according to specific procedures in this respect, the sets include the following: <ul style="list-style-type: none"> <li>- One original commercial invoice &amp; six copies declare the shipment to the intended port.</li> <li>- Full set of truck consignment notification/ three original copies of item confirmation receipt CMR.</li> <li>- Original packing list which specify the contents of each package</li> <li>- Original inspection certificate</li> <li>Original insurance bill</li> <li>- Contracts no. should be stated on all documents, invoices and correspondences of contract.</li> <li>- Details of equipment &amp; accessories should be stated in shipping invoices.</li> </ul> </li> <li>7. The supplier adheres to pay charges of failure mark (not fit for use/ MOH. Kim) on the failed quantities or not applicable to the descriptions in kimadia stores.</li> <li>8. PVC (POLY VINYL CHLORIDE) supplies must contain DEHP at a safe level for use according to recommendations of FDA.</li> <li>9. If the shipment documents which are submitted by the supplier inapplicable to the contract, the payments will be paid after issuing the receiving certificate according to the GCC 9.2.1, with imposing <u>non-fulfilment penalty</u> according to specific procedures in this respect.</li> <li>10. The supplier undertakes to discharge the Minister's commitment to provide</li> </ol>



	the original shipping documents of the contract & to furnish the first party & the concerned authority in Iraq customs with the original legalized documents as well as the shipping documents within the official period stated in the commitment otherwise <u>non-fulfilment penalty</u> will be imposed at the ratio stated in the contract articles provided that charges of the supplier will not be released unless discharging a/m commitment.
GCC 12 Not applied ,in case the spare parts supplying inside Iraq	Insurance should cover all risks & comprehensive all supplied products ( loss & damage ) resulted from manufacturing or buying or transferring for storage or delivering or wars & all other risks.
GCC 13 Not applied ,in case the spare parts supplying inside Iraq	<ol style="list-style-type: none"> <li>1. method of shipment:</li> <li>2. entry point:</li> <li>3. shipment schedule:</li> <li>4. The seller is requested to effect shipment of consignment in new vessels having forklifts with quick capacities for unloading the containers.</li> <li>5. In case the land transporting two entry points at least.</li> <li>6. Shipment &amp; unloading the consignment &amp; its tools should be arrived through the Iraqi ports with considering the technical &amp; economic conditions in this field &amp; depend on marines transferring contracts which assure the delivery of consignment to the Iraqi ports &amp; avoiding the neighbor ports .</li> <li>7. Second party (supplier) adheres to inform ( custom dep., Credit dep. , &amp; import dep. ) with each shipment details (Qty – type – amount and entry point ) 30 days before arrival to the entry point to enable a/m departments arranging taxing &amp; custom facility letter and kimadia is not responsible of the delay resulted from enter the consignment in the border entry point and the supplier is held responsible of all changes, transferring &amp; unloading through his authorized representative in Baghdad.</li> <li>8. Kimadia has the right to change shipment schedule or supplying if necessary without any rejection by the second party, any way shipment &amp; supply period will be within a maximum period one year from notification date of L/C.</li> </ol>
GCC14	<p><b>- Second Party Employees:</b></p> <ol style="list-style-type: none"> <li>1- The second party committed to take the necessary action to employ engineers, technicians, administrative person to execute all the contractual terms in perfect way.</li> <li>2- The second party committed to provide and used all the sets and measurement tools necessity to make maintenance and calibration for the requesting equipment according to the special &amp; general conditions of the manufacturer.</li> <li>3- The second party should be responsible for the behavior of his employees within the work times and they have to commit with the M.O.H systems and instructions.</li> </ol>

	<p><b>- Supervision On The Second Party:</b></p> <p>1- Kimadia by Imp. Dept. for medical &amp; service equipment as well as engineering &amp; maintenance department for medical &amp; service equipment have a right to supervise the operation &amp; executing the contractual terms &amp; observing the works of the second party.</p> <p>2- The second party committed to coordinate with Imp. Department for medical &amp; service equipment as well as engineering &amp; maintenance department for medical &amp; service equipment completely to execute the contractual terms &amp; supervise its actions by holding regular meetings if there is a need to follow up &amp; solve the problems which face the executing of the contractual terms.</p>
GCC15	<p>15.1 The supplier must guarantee and undertake that the goods provided under the contract are new, unused and of the latest style and include the most recent developments (or current developments) in design and materials, unless the contract specifies opposite.</p> <p>The supplier must also warrant and pledge that the goods provided under the contract will not include defects (that may appear during the normal use of the goods in the conditions prevailing in Iraq) resulting from design or defects resulting from used materials or workmanship (except in cases where the buyer determines Designs or materials are required in the technical specifications) or defects due to any act performed by the supplier or any negligence thereof.</p> <p>- Shelf life should be mentioned for each consumable item &amp; for items that have Shelf life.</p> <p>- Spare parts using in the maintenance should be un-used and applicable completely for the descriptions mentioned in the awarding</p>
15.2	<p>This guarantee shall be effective for a period [Enter no.] month from the date of goods receipt, (maintenance, repair &amp; put the equipment into service) or any part thereof according to the case, at the final location specified in the contract and its acceptance by the buyer,</p>
15.3	<p>The purchaser shall send written notice of any claim that may arise as a result of this guarantee, as soon as possible.</p>
15.4	<p>Upon receipt of the supplier's notice to the buyer, he must within [enter the number of days, preferably 15 days] and with reasonable speed, to fix the defects or replace the defective goods or parts thereof, without any additional cost to the buyer, except, according to the case, the following costs The cost of the delivery inside Iraq and to the final destination, for goods or parts that have been repaired or replaced, from (EX-factory), (EX-Showroom) or (EX-Works).</p>
15.5	<p>If the supplier, after notifying him in writing, fails to remedy the defects within the time limit specified for that in the special conditions of the contract, then the buyer has the right to take the necessary measures to address the matter as needed, at the responsibility and expense of the supplier and without prejudice to any other rights or compensation that the buyer has under the contract.</p>
15.6	<p>The second party insure &amp; adheres to save the tools of the annual maintenance contract in good way for 98% annually for (the UPTIME warranty) ,and in case</p>

	the downtime period is exceeded during the annual maintenance contract, a percentage of (2)%, then the period of this contract must be extended to twice the value of the downtime periods. "]
	<p><b>Compensations:-</b></p> <p>1. The seller (second party) is responsible to compensate the Buyer (first psrty) for the damaged goods which are occurred after the distribution because of manufacturing defects.</p>
GCC 16.3	<p><b><u>Payment term:</u></b></p> <p><b>Through irrevocable unconfirmed L/C as following:</b></p> <ul style="list-style-type: none"> <li>• <b>35%</b> from the total value of the contract , paid by first party notification after fnishing repairing the equipment and submitting reports by the second party which should be original reports certificated by the beneficiary party &amp; engineering &amp; maintenance department for medical &amp; service equipment in Kimadia, which confirm the repairing works &amp; putting the system in service, through which marked the commencement date of warranty.</li> <li>• <b>30%</b> from the total value of the contract , paid by first party notification after fnishing first year from the total warranty &amp; maintenance period after submitting ( original reports) certificated by the beneficiary party &amp; engineering &amp; maintenance department for medical &amp; service equipment in Kimadia, which confirm the repairing works &amp; putting the system in service, through warranty &amp; maintenance period.</li> <li>• <b>10%</b> from the total value of the contract , paid by first party notification after fnishing first six months from the second year from the total warranty &amp; maintenance perriod, afte submitting reports by the second party which should be original reports certificated by the beneficiary party &amp; engineering &amp; maintenance department for medical &amp; service equipment in Kimadia, which confirm the repairing works &amp; putting the system in service, through warranty &amp; maintenance period and after finishing all the contract requirements including warranty, maintenance &amp; training .</li> <li>• <b>20%</b> from the total value of the contract , paid by first party notification after fnishing the second six months from the second year from the total warranty &amp; maintenance perriod, afte submitting reports by the second party which should be original reports certificated by the beneficiary party &amp; engineering &amp; maintenance department for medical &amp; service equipment in Kimadia, which confirm the repairing works &amp; putting the system in service, through warranty &amp; maintenance period and after finishing all the contract requirements including wattnty , maintenance &amp; training .</li> <li>• <b>5%</b> from the total value of the contract related to descriptions guarantee which paid by first party notification after executing of all contractual obligations, finishing warranty &amp; maintenance period, completing the final receive of equipment, effecting training &amp; all other rquirements by second party.</li> </ul>

GCC 16.5	<p>Concerning L/C validity, it will be started from notification date to the supplier &amp; he will be responsible to comply with supplying period from notification date &amp; if he is not being notified for reasons out of his will or correspondence bank control, in this case the L/C notification date or amendment which occurred on opening L/C according to the letter issued by Kimadia to bank opener of L/C will be the dependable date for shipment.</p> <p>L/C period: (    days)</p> <ul style="list-style-type: none"> <li>• All bank charges (opening or extension or amendment) of L/C inside &amp; abroad Iraq should be the responsibility of second party whether the reason behind extension or amendment was related to seller or buyer.</li> <li>- Full name and address of corresponding bank, which include the account holder name which should be applicable to the name of the supplier.</li> <li>- L/C is subjected to conditions stated in execution instructions of general contracts no. (1/ 2025 , and its attached regulations .</li> <li>- It is possible to open the L/C with a portion of the total credit amount &amp; continue to increase it until reaching the amount that agreed upon.</li> <li>- L/C confirming fees is the responsibility of second party.</li> <li>- There is no possibility to cancel the irrevocable L/C, unless obtaining the concerning parties agreement ( L/C OPENING BANK ) , corresponding bank , the contractor ) excepting the following cases: ( withdrawal works or contract cancel or termination contract.</li> <li>- L/C currency should be the same of the contract currency, if currency conversion is required, it will be according to CBI exchange list for the day in which the credit is opened or funded, each according to its circumstances.</li> </ul>
GCC 18.2	<p>In addition to what have said in GCC:</p> <p>kimadia has the right to increase Qty of goods or non – consulting services or amending contracted technical specifications not more than 20% from contract's value.</p>
GCC 19	<p>No item may be erased from contract's documents or amend it whatever it is. Second party cannot make any changes in the contract without agreement of both parties otherwise second party considered as breacher the contractual obligations &amp; KIMADIA has the right to take legal procedures or imposing <u>non-fulfilment penalty</u> according to specific procedures in this respect.</p>
GCC 20.1	<p>The seller has no right to make assignment for the contract or transferred to another person for any reasons.</p>
GCC 21	<p>In addition to what are stated in the GCC:</p> <p><b><u>First:</u></b> the second party adheres to execute the contractual conditions within the contractual validity, period starts from the commencement date or from date of signing the contract or any other date stated in the contractual conditions.</p> <p><b><u>Second: Contract extension:</u></b> first party has the right to extend the contract by adding period to the stated period in the contract &amp; the second party should submit written request to extend the contract execution within a period not more than (15 days) starts from date reason arises, on condition, that the request</p>

	<p>include all the complete and delicate details, in one of the following cases:</p> <p>a. If there is an increase occurred or change in works or in the required quantities for supply (qty or quality) that affect execution procedures agreed upon, since it cannot be finished within the agreed period stated in the original contract.</p> <p>b. If the delay to execute the contract for reasons or procedures relates to the contracting party or any party authorized legally or any reason relates to other contractors dealt with the first party.</p> <p>c. Any exceptional circumstances occurred after contracting and the contractors have nothing to do with them and could not be expected or avoided at contracting which caused a delay in finishing the jobs or supplying the required goods according to the contract.</p> <p>d. Extension requests will not be accepted after issue of the initial receiving certificate.</p> <p><b><u>Third:- Contract pausing:</u></b> the second party should submit written request to pause contract execution within (15 days) starts from reason arisen date in which stating the complete details, no extension requests are accepted after issuing initial received certificate.</p> <ul style="list-style-type: none"> <li>- First party has the right to pause the contract's period without any request by second party whenever it is deemed necessary to effect the contract correctly.</li> <li>- Pause written order is issued by the authorized entity in the first party.</li> </ul> <p><b><u>Fourth :contract re-new:</u></b> The contractor has the right to re-new the contract one time only for a period equal to the original contract validity for not more than one year in any way, with the same original contract conditions, including the required legal guarantees in this respect.</p> <p><b><u>Fifth:</u></b> the supplier could ask to confirm the L/C on his account provided that it should be within his offer.</p> <p><b><u>Sixth:</u></b> the seller should submit written request within 15 days to the buyer to extend the L/C starts from date of reason arises for extension clarifying all details for each required extension, (performance bond to be extended at the same extension period of L/C).</p>
GCC 22.1	<p><b><u>1- Delay penalties:</u></b></p> <p>a. The seller has to deliver the items according to shipping schedule and delivery, otherwise a delay will be imposed for each day delay without any future notice according to the following equation:</p> <p>Contract's amount <math>\pm</math> any changes in amount/ contract's period <math>\pm</math> any changes in period <math>\times</math> 25% = delay penalty for one day</p>

	<p>Provided that penalty should not exceeded 25% from the total value of the contract &amp; after it reaches the maximum range, legal procedures will be taken , according to execution instructions of general contracts no. (1/ 2025) &amp; its attached regulations.</p> <p>b. The first party has the right to take the legal procedures against the second party after being notified officially through dependable e-mail that stated in the contract within (15 days) from notification date of warning letter &amp; before the delay penalty reaches the maximum range because of following:</p> <ol style="list-style-type: none"> <li>1- If the supplier delayed in executing his obligations (supplying the items) according the stated schedule in contract or its addendum</li> <li>2- If there is a delay in shipment for the compensated QTY that agreed upon within delivery time &amp; contract's executing period.</li> </ol> <p>c. Delay penalty will be deducted upon finishing the contract original period with any additional period or when it worths .</p> <p>e. <b>Reducing penalties:</b> Delay Penalties will be reduced according to the achieving ratio of contractual obligations stated in contractual execution program in which issued initiative delivery certificate for achieved work or achieved commodity or requires service which should applicable &amp; prepared to use according to contractual conditions &amp; applied the following equation:</p> <p>( un-achieved obligations value/ total contract period) x (25%) = one day delay</p> <ol style="list-style-type: none"> <li>2. If the second party is not committed to carry out his commitments stated in the contract with the first party then the first party has the right to impose administrative charges.</li> <li>3. The second party adheres to the ownership of contract items which have been delivered to the first party for represent non debtor &amp; not blocked or under bank guarantee or under mortgaged otherwise legal procedures will be taken against the second party.</li> <li>4. If second partry is not committed to execute the contract, according to the agreed conditions, legal procedures will be taken against him.</li> </ol> <p>5- <b><u>Non-fulfilment penalties:</u></b>  KIMADIA has the right to impose <u>non-fulfilment</u> penalty when the second party fails to fulfil their contractual obligations &amp; comply with the procedures of penalties approved by the first party.</p> <ul style="list-style-type: none"> <li>- When the second party hide very important details which are discovered later, legal procedures will be taken or imposing non-fulfilment penalty according specific procedures in this respect.</li> </ul>
GCC 23	<p>- If the second party is not committed with his contractual obligations imposed in the contract , a warning letter should issued &amp; sent through e-mail to remove the failure within 15 days from notification date of the warning, in case of not responding, legal procedures according execution instructions of general</p>

	<p>contracts no. (1/ 2025) &amp; its attached regulations will be taken.</p> <p>- Regulations of work withdrawal no. (17) that attached to instructions for implementing governmental contracts no. (1/2025) are considered an integral part of the contract.</p>
GCC 26	Procedures will be taken according valid instructions, regulations & laws.
GCC 27.2.2	<p>The dispute resolution mechanism to be applied shall be as follows:</p> <p>1- Iraqi courts in Baghdad is the party which taking part in any struggle is arises between the Supplier &amp; the Buyer.</p> <p>2- Any amount in account of the second party is resulted to the infringement of any contracting condition, the first party has the right to claim in the concerning courts &amp; invalidate the contract if required.</p> <p>3- If the supplier of commodities , services &amp; consultative is not committed to the contracting conditions , the contracting party has the right to issue an official warning &amp; in case of not responding, final insurance will be kept, &amp; execute the un-committed conditions on his account , according to the one of the stated methods in article no.3 from contracting execution instructions no. (1/ 2025) &amp; its attached regulations, when the special conditions are available, the uncommitted contractor has to pay the compensation on the damage concerning the contracting party for reasons of this infringement, according to the Iraqi laws.</p> <p>4- Administrative charges: the first party has the right to impose administrative fees on the second , party when he execute the second party obligations through contracting or by another person and in rate not exceed (20%) of the contract actual value. (if the contract includes civil works &amp; represent as contracting.)</p>
GCC 28	Not applicable
GCC 29	The contract is arranged in Arabic & English languages & the Arabic language is dependable when dispute arises between both parties except for som technical terms that cannot be translated into Arabic.
GCC 30	<p>- The Iraqi laws should be applied when a dispute arise regarding the application of this contract.</p> <p>- Execution instructions of general contracts no. (1/ 2025), and their attached regulations shall apply to all matters not explicitly stated in the contract &amp; it is considered as an integral part of the contract.</p>
GCC 31.1	<p>Ministry of Health/ The State Company for Marketing Drugs &amp; Medical appliances (KIMADIA) for notice purposes and if by cable is acceptable, notification through e-mail is one of the dependable method for warning]</p> <p>[the <b>Supplier's address</b> for notice purposes and if by cable is acceptable] &amp; should followed by written letter</p> <p>- If the second party has a branch in Iraq, then it will be the chosen place for</p>

	<p>legal notifications in Iraq with committing to notify the first party with the new address changing within 30 days from date of the change.</p> <p>- If the second party has no branch in Iraq, then the scientific bureau will be the chosen place to receive legal notifications in Iraq with commitment to notify the first party with the new address changing within 30 days from date of the change &amp; his responsibility will continue even after the expiry of authorization by foreign companies unless the subsequent authorization deal with the previous obligations of the foreign companies.</p>
GCC 32	<ol style="list-style-type: none"> <li>1- Any right arising for the first party shall be obtained according the valid Iraqi Law for collecting government debt no.56 of year 1977 or any law instead.</li> <li>2- All bank charges of L/C upon opening inside &amp; abroad Iraq, issuing, amendment charges.....etc will be on account of the supplier (Seller) until consignments delivered to Co. stores.</li> <li>3- Second party (supplier) is responsible of all custom fees.</li> <li>4- The second party adheres to all the taxes &amp; fees according to the valid laws.</li> <li>5- The contract is under the Iraqi laws including taxes laws No. 113/ 1982, taxes calculation of the contracts between the Iraqi contractual parties &amp; foreign parties no. 2/ 2008, stamp fees no. 71/ 2012, &amp; notary fees.</li> <li>6- If there is an objection submitted by scientific bureau or the company for any import awarding (250,000 IQD/ two hundred fifty thousand Iraqi Dinar) should be paid for each objection request.</li> <li>7- If there is a request to replace the entry point (100,000 IQD/ one hundred thousand Iraqi Dinar) should be paid.</li> <li>8- Each unloading &amp; loading report for each truck arrived to the concerning store (25000 IQD/ twenty five thousand Iraqi Dinar) should be paid.</li> <li>9- Each night parking &amp; overnight stays of medicine &amp; medical equipment trucks in Kimadia stores (10,000 IQD/ ten thousand Iraqi Dinar) should be paid.</li> <li>10- The supplier adheres to pay charges of failure mark {not fit for use/ MOH. KIM} on the failed quantities or not applicable to the descriptions in kimadia stores.</li> <li>11- Settlement of stamp fees amount equal to (0,003) from contract's value.</li> <li>12- The second party is responsible to pay the fees of documenting &amp; archiving the contract electronically , by accessing the platform through the website: <a href="http://www.itp.iq">www.itp.iq</a>.</li> <li>13- Submitting the electronic or soft payment receipt issued by the platform administration within (30 days) from date of signing the contract &amp; documentation date in platform.</li> <li>14- According to the publication of Prime Minister Office no. (2523181/3063) dd. (29/5/2025), if the amount of the contract is more than (IQD1,000,000,000.00/ one billion Iraqi Dinar), the second party/ Supplier (general &amp; private sector) adheres to supply seedlings to ministry of agricultural to ministry of agricultural &amp; Baghdad Municipality not more</li> </ol>



	<p>than (IQD10/ ten million Iraqi Dinars) according to descriptions specified by urban afforestation directorate in ministry of agriculture after receiving first loan or first payment of the contract with committing to the remaining requirements stated a/m publication, the second party does not absolve unless submitting clearance letter issued by urban afforestation directorate in ministry of agriculture addressed to first party (Kimadia).</p> <p>15- Settle the amount of engineering stamp fees if the contract includes engineering &amp; construction contracting works which are assigned to contractors &amp; companies equal to (0.001) for the first (IQD5000.00/ five thousand Iraqi dinars) &amp; (0.0005) for more than that.</p>
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## **Section Ninth: Contract Documents**

### **1. Form of Contract Agreement**

**THIS CONTRACT AGREEMENT is made**

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

**BETWEEN**

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

(2) [insert: name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract

(d) Technical Requirements (including Technical Specifications)

(e) The Supplier's bid and original Price Schedules

(f) Schedule of Requirements

(g) The Purchaser's Notification of Award

(h) [Add here: any other documents]

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the (medical, service equipment & medical appliances) and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the (medical, service equipment & medical appliances) and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Supplier

Signed:

in the capacity of [ insert: title or other appropriate designation]

in the presence of

#### CONTRACT AGREEMENT

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

#### BETWEEN

[Insert: name of Purchaser], "the Purchaser"

and

[insert: name of Supplier], "the Supplier"

## **(2) Letter of Acceptance Form**

**{letterhead paper of the Employer}**

**[insert number]**

**[insert date]**

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

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

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

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

Yours faithfully,

### **Attachments**

Contract Agreement Form

General Conditions of Contract

Special Conditions of Contract

Authorized Signature: .....

Name and Title of Signatory:.....

Name of Employer:.....