

# **INTRODUCTION**

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

The procedures of this document shall be subjected to the approved laws in Iraq and the (Dissolved) Coalition Provisional Authority Order No. 87 of 2004, or any superseding law, the instructions of implementing the effective government contracts and the contacts attached thereto.

# SECTORIAL STANDARD BIDDING DOCUMENT

## For the Purchase of Laboratory Supplies and Equipment

Contracting Entity: [Name of Contracting Entity]

Project/ Tender name: [Name of Project / Tender]

Project/ Tender No.: [Project/Tender reference number as listed in the Budget]

Date: Issued on [insert date of Tender Advertising]

# **Letter of Invitation (Advertising)**

## **(insert type of Tender)**

**To: M.S/**

**Subject/ [Name and number of Tender]**

The [insert name of Contracting Entity] is pleased to invite sealed bids from eligible bidders for supply of [insert brief description of Laboratory Supplies and Equipment].

1. Interested eligible bidders may obtain further information from [insert name of Contracting Entity] and [insert office working days and hours] as stipulated in the ITB.
2. Bidders shall fulfill qualifications requirements including: [insert a list of legal, technical, financial and other requirements].
3. A complete set of Tender documents in may be purchased by interested bidders on the submission of a written application to the address stated in the Bid Data Sheet and upon payment of a fee [insert amount in Iraqi Dinar]
4. Bids shall be delivered to the following address [insert the full address of the Contracting Party] on the specified date [insert the submission date]. Late bids will be rejected and bids will be opened in the presence of bidders or their representatives who choose to attend at the following address [state the address] at [insert the time and date].

Note (the Contracting Entity can add other data suited to the nature of the Tender provided that they do not conflict with the legal legislation governing the procedures of the Iraqi Public Contracts)

**[Signature]**

**[insert the name of the authorized representative of the Contracting Entity]**

**[insert the job title of the authorized representative of the Contracting Entity]**

# Contents

## **Part 1- Contracting Procedures**

It contains the following sections:

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

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

### **Section II: Bid Data Sheet**

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

### **Section III: Evaluation and Qualification Criteria**

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

### **Section IV: Bidding documents**

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

### **Section V: Eligible Countries**

This section includes information about the eligible countries.

## **Part 2 - Bidding Requirements**

This Part contains the following:

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

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

## **Part 3: Conditions of Contract and Contract Forms**

This Part contains the following:

### **Section VII: General Conditions of Contract (GCC)**

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

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

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

### **Section IX: Contract Forms**

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

Part 1: Contracting Procedures  
Section I: Instructions to Bidders

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## Instructions to Bidders

### A. General

<b>1. Scope of Tender</b>	<p>1.1 The Contracting Entity, as specified <b>in the Bid Data Sheet (BDS) and in the Special Conditions of Contract (SCC)</b>, invites bids for the supply of <b>(Laboratory Supplies and Equipment)</b> as specified in <b>the Bid Data Sheet</b> and Contract Requirements List.</p> <p>The contract shall be financed from the amounts allocated in the budget specified in the Bid Data Sheet.</p> <p>1.2 The following terms will have the meanings specified in these tender documents: “writing” means any written or printed communication including the book / letter that is received by hand, or telex and fax; “today” means a sun day; the singular also means the plural.</p>
<b>2. Fraud and Corruption</b>	<p>2.1 The Contracting Entity requires that bidders, suppliers, and contractors, their subcontractors and their staff shall observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Contracting Entity:</p> <p style="margin-left: 40px;">a. defines Fraud and Corruption as per the relevant applicable Iraqi laws. For the purpose of this provision, the Contracting Entity will be guided further by the definition of the terms as set forth here below:</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>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;</li> </ol>



	<p>5. “obstructive practice” is</p> <p><b>5.1</b> 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><b>5.2</b> the acts intended to materially impede the exercise of inspection and audit rights provided for under Sub-Clause 2.1 (d) below in accordance with the applicable Iraqi laws.</p>
	<p>b. the contracting entity will reject the Bid if it determines in accordance with the applicable Iraqi laws that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;</p> <p>c. the contracting entity will sanction a firm or individual in accordance with the applicable Iraqi laws, , including declaring its being ineligible,, either indefinitely or for a stated period of time, to be awarded contract if it at any time it is determined by the competent Iraqi authorities that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Contracting Entity financed contract; and</p> <p>d. the contracting entity will have the right to inspect the accounts and records and other documents relating to the bid submission and contract performance of bidders, suppliers, and contractors and their sub-contractors and to have them audited by the competent authorities in accordance to the applicable Iraqi Laws.</p>

### **B. The Tender documents**

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

**C. Preparation of Bids**

<p><b>6. Eligibility</b></p>	<p>6.1 This bidding process is to qualified firms from any eligible country in accordance with the applicable Iraqi laws,</p>
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	<p>including the instructions of scientific offices for the year 1999. The Firms may be excluded from bidding if:</p>
	<p>The firms have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ol style="list-style-type: none"> <li>(1) they have a common controlling partner; or</li> <li>(2) they receive or have received any direct or indirect subsidy from any of them; or</li> <li>(3) they have the same legal representative for purposes of this bid; or</li> <li>(4) they have a relationship with each other, directly or through common third parties, that puts them in a title to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Contracting Entity regarding this bidding process; or</li> <li>(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</li> <li>(6) a firm has been engaged by the Contracting Entity to provide specifications, and other documents to be used for the procurement of the (Laboratory Supplies and Equipment) described in these Tender documents.</li> </ol>
	<p>6.2 Staff of the Government and Public Sector cannot participate directly or indirectly in Public Tenders</p>
	<p>6.3 A firm declared Black listed or Suspended by the competent authorities shall be ineligible to bid during the period of time determined. A list in this regard is available on the website specified <b>in Bid Data Sheet</b>.</p>
<p><b>7. Eligibility proving documents (medical appliances) &amp; services and their compliance with the tender documents</b></p>	<p>7.1 Pursuant to ITB Clause 12, the Bidder shall submit, as part of its bid, documents establishing, to the Contracting Entity's satisfaction, the eligibility of the <b>(Laboratory Supplies and Equipment)</b> to be supplied under the Contract.</p> <p>7.2 The documentary evidence of the eligibility of the <b>(Laboratory Supplies and Equipment)</b> shall consist of a statement in the Price Schedule of the country of origin of the <b>(Laboratory Supplies and Equipment)</b> 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 <b>the Bid Data Sheet</b>.</p>

	<p>7.3 The documentary evidence of conformity of (Laboratory Supplies and Equipment) as <b>specified in Section VI Contract Requirements List</b> may be in the form of literature, drawings, and data and shall consist of:</p>
	<p>a. a detailed description of the essential characteristics of the Laboratory Supplies and Equipment;</p>
	<p>b. an item-by-item commentary on the Contracting Entity’s Technical Specifications demonstrating substantial responsiveness of the (Laboratory Supplies and Equipment) to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;</p>
	<p>c. any other procurement-specific documentation requirement as stated in <b>the Bid Data Sheet</b>.</p>
	<p>7.4 Unless the Bid Data Sheet stipulates otherwise, the (Laboratory Supplies and Equipment) to be supplied under the Contract shall be registered with the competent authority in Iraq. A Bidder who has already registered its (Laboratory Supplies and Equipment) by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the winning Bidder, by the time of Contract signing, shall submit to the Contracting Entity either:</p> <p>a. a copy of the Registration Certificate of the (Laboratory Supplies and Equipment) for use in the Iraq.</p> <p>OR, if such Registration Certificate has not yet been obtained,</p> <p>b. evidence establishing to the Contracting Entity’s satisfaction that the Bidder has complied with all the documentary requirements for registration as specified in <b>the Bid Data Sheet</b>.</p> <p>c. It is permissible to exclude from registration according to the powers of the Minister of Health.</p> <p>7.4.1 The Contracting Entity shall at all times cooperate with the winning Bidder to facilitate the registration process within Iraq. The agency and contact person able to provide additional information about registration are identified in <b>the Bid Data Sheet</b>.</p> <p>7.4.2 a. If the (Laboratory Supplies and Equipment) of the winning Bidder have not been registered in Iraq at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained.</p> <p>The Minister of Health may exclude the winning bidder from submitting the Laboratory Supplies and Equipment registration certificate upon signing the contract, in which case the contract shall be valid.</p>
	<p>7.5 For purposes of the commentary to be submitted pursuant to ITB Sub-Clause 7.3 (b) above, the Bidder shall note that standards as well as references to brand names designated by the Contracting Entity in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalog numbers in</p>

	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.
<b>8. Qualifications of the Bidder</b>	8.1 The Bidder shall provide documentary evidence to establish to the Contracting Entity's satisfaction that:
	a. the Bidder has the financial, technical, and production capability necessary to perform the Contract, meets the Qualification Criteria specified in <b>Section III Evaluation and Qualification Criteria</b> .
	b. in the case of a Bidder offering to supply (Laboratory Supplies and Equipment), identified in the Bid Data Sheet, that the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the manufacturer or producer of such (Laboratory Supplies and Equipment) to supply the (Laboratory Supplies and Equipment) in Iraq as per format of Manufacturer's Authorization Form in Section IV;
	c. in the case of a Bidder who is not doing business within Iraq (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the Contract) represented by a local service/maintenance supplier in Iraq equipped and able to carry out the Bidder's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
	d. the Bidder meets the qualification criteria listed in the specified in <b>Section III Evaluation and Qualification Criteria</b> (see additional clauses of <b>Section III</b> for Laboratory Supplies and Equipment).
<b>9. One Bid per Bidder</b>	9.1 A firm shall submit only one bid as an individual Bidder and in accordance with ITB 6.1.a.
<b>10. Cost of Bidding</b>	10.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Contracting Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<b>11. Language of Bid</b>	11.1 The bid 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.
<b>12. Documents Constituting the Bid</b>	12.1 The bid submitted by the Bidder shall comprise the following:

	a. duly filled-in Bid Form and Price Schedule, in accordance with the forms indicated in Section IV;
	b. original form of Bid guarantee in accordance with the provisions of ITB Clause 17 (Bid guarantee);
	c. written power of attorney authorizing the signatory of the bid to commit the Bidder;
	d. documentary evidence establishing to the Contracting Entity's satisfaction, and in accordance with
	e. Documents required as per ITB Clause 7 and that they conform to the Tender documents;
	f. documentary evidence establishing to the Contracting Entity's satisfaction, and in accordance with Qualification of the Bidder as per ITB Clause 8 that the Bidder is qualified to perform the Contract if its bid is accepted.
	g. Bidder's voucher of purchasing the Bidding Document.
	h. if applicable as per ITB Sub-clause 8.1(b), Manufacturer's Authorization Form as per format in Section IV
	i. any other required document shall be specified in <b>the Bid Data Sheet</b> .
<b>13. Bid Submission Form</b>	13.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule provided under Section – IV indicating the Laboratory Supplies and Equipment to be supplied, a brief description of the (Laboratory Supplies and Equipment), their country of origin, quantity, and prices.
<b>14. Bid Prices and Discounts</b>	<p>14.1 The Bidder shall quote their prices as per format of Price Schedule provided under <b>Section IV</b> all the specified components of prices shown therein. All the columns shown in the Price Schedule shall be filled up as required.</p> <p>14.2 The quoted prices for (Laboratory Supplies and Equipment) offered to be equipped domestically goods or (Laboratory Supplies and Equipment) of foreign origin located in Iraq shall be quoted in the Price Schedule given under <b>Section IV (2)</b>. The quoted prices for (Laboratory Supplies and Equipment) to be imported from abroad, shall be quoted in the Price Schedule given under <b>Section IV (3)</b>.</p> <p>14.3 While filling up the columns of the Price Schedule, the following aspects shall be noted for compliance:</p> <p>14.3.1 For domestic (Laboratory Supplies and Equipment) or (Laboratory Supplies and Equipment) of foreign origin located in Iraq, the prices under column 5 in the corresponding Price Schedule in at Section IV (2) shall be entered separately in the following manner:</p> <p>Column 5(a): The price of (Laboratory Supplies and Equipment), quoted ex-factory/</p>

	<p>ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like Sales Tax, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the (Laboratory Supplies and Equipment) quoted ex-factory etc. or on the previously imported (Laboratory Supplies and Equipment) of foreign origin quoted ex-showroom etc. This will also include charges towards Packing &amp; Forwarding.</p> <p>Column 5(b): Any sales and other taxes and duties like Excise Duty, Sales Tax etc., which will be payable on the (Laboratory Supplies and Equipment) in Iraq if the Contract is awarded;</p> <p>Column 5(c): Inland Transportation, Insurance, Loading/ Unloading and other incidental costs till to delivery of the (Laboratory Supplies and Equipment) to their final destination as specified in the Contract Requirements List.</p> <p>Column 5(d): prices of secondary services, including installation and the method of operation / use and training at the location of the beneficiaries (end user) as specified in the Contract Requirements List.</p> <p>14.3.2 For (Laboratory Supplies and Equipment) offered from abroad, the prices under Column 5 in the corresponding Price Schedule as per format in Section IV (3) shall be entered separately in the following manner:</p> <p>Column 5(a): The price of (Laboratory Supplies and Equipment) quoted CIP at port/airport of destination;</p> <p>Column 5(b): The price of (Laboratory Supplies and Equipment) quoted DDP (Delivery Duty Paid) at End-user site in Iraq as specified in the Contract Requirements List.</p> <p>Column 5(c): The price of Incidental Services including installation, demonstration and onsite training at End-users' site, if applicable, as mentioned in Contract Requirements List;</p> <p>14.3.3 Annual Maintenance Contract (AMC) at End-users' site for the stipulated years after warranty period in the Price Schedule as per format in Section</p>
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	<p>IV (4), if applicable as specified in Contract Requirements List. The cost of AMC may be quoted along with taxes applicable on the date of Bid Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later. During AMC contract period the Supplier shall keep sufficient stock of spares required during and will attend to the break down calls promptly. An UPTIME warranty of 'x'% per year during Annual Maintenance Contract, if applicable, as specified in <b>Section VI Contract Requirements List</b> 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.</p>
	<p>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)</p>
	<p>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.</p>
	<p>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.</p>
	<p>14.7 If more than one schedule (or lot) has been specified in <b>Section VI Contract Requirements List</b>, 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.</p>
	<p>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.</p>
<p><b>15. Bid Currencies</b></p>	<p>15.1 Prices shall be quoted in the following currencies:</p> <ol style="list-style-type: none"> <li>a. The Bidder shall express its prices for such (Laboratory Supplies and Equipment) to be supplied from Iraq in the Iraqi Dinar.</li> <li>b. The Bidder may express the bid price of the (Laboratory Supplies and Equipment) to be</li> </ol>



	supplied from abroad as indicated in <b>the Bid Data Sheet</b> .
<b>16. Bid Validity Period</b>	16.1 Bids shall remain valid for the period stipulated in <b>the Bid Data Sheet</b> after the date of bid submission specified in ITB Clause 20. A bid valid for a shorter period shall be rejected by the Contracting Entity as nonresponsive.
	16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Contracting Entity may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid guarantee. The Bidder agreeing to the request will not be required or permitted to amend its bid, but will be required to extend the validity of its Bid guarantee for the period of the extension.
<b>17. Bid guarantee</b>	17.1 The Bidder shall submit as part of its bid a Bid guarantee in the form of an unconditional guarantee and payable upon first demand and in any of the following modes or in the form of: <ul style="list-style-type: none"> <li>a. letter of credit as per the form attached in Section IV,</li> <li>b. certified check</li> <li>c. or any other form specified by the Contracting Entity in the Bid Data Sheet</li> </ul> <p>The amount of the Bid guarantee shall be as stipulated in <b>the Bid Data Sheet and in the Contract Requirements List in Section VI</b>.</p>
	17.2 The Bid guarantee shall be addressed to the Contracting Entity stating the number and title Bidding No./LOI and shall remain valid for a period of 28 days beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-Clause 16.2.
	17.3 The Bid guarantee shall, at the Bidder's option, be in the form of either a Letter of Credit or a Bank Guarantee from an accredited bank in Iraq and in accordance with the instructions of Central Bank of Iraq in the format provided in the Tender documents or any other form specified by the contracting party in the Bid Data Sheet or Bonds issued by the Republic of Iraq. In the case of Bank Guarantee submitted from the banks outside Iraq, it shall be endorsed and countersigned by accredited bank in Iraq by way of back-to-back counter guarantee.
	17.4 The contracting entity will (on the recommendation of the study and analysis committees) reject any bid

	that does not accompany it with an acceptable bid guarantee, as the bid does not respond to the conditions
	17.5 Upon the approval of the Contracting entity, the Contracting Entity has the right to release the Bid guarantees of the non-winning Bidders that are unlikely to be awarded the Contract before the end of the Bid Validity and after the referral recommendation has been made. In such a case, the Bid Securities of the first three (3) candidates Bidders shall be retained in view of ITB Sub-Clause 38.2
	17.6 The bid guarantee of the winning Bidder will be returned when the Bidder has signed the Contract and submitted the required Good Performance Guarantee.
	17.7 The bid guarantee may be forfeited <ul style="list-style-type: none"> <li>a. if the Bidder withdraws its bid after closing the tender, except as provided in ITB Sub-Clauses 16.2 and 22.3; or</li> </ul>
	<ul style="list-style-type: none"> <li>b. in the case of a winning bidder, if the Bidder fails within the specified time limit to: <ul style="list-style-type: none"> <li>1. sign the contract, or</li> <li>2. submit the required good Good Performance Guarantee.</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>c. If an unsuccessful bidder submits a complaint or objection in accordance with ITB 36, and then it becomes clear to the competent authorities that this complaint or this objection was for wrong or unjustified reasons; The value of damages resulting from this delay in signing the contract will be compensated according to the Iraqi laws and procedures in force.</li> </ul>
	<p>17.8 If the bid guarantee is not provided by some Bidders, due to exemption provided by the Iraqi applicable laws, as in the case of Public Companies or others as specified in <b>Bid Data Sheet</b> Sub-Clause 17.1, and</p> <ul style="list-style-type: none"> <li>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</li> <li>b. if such a Bidder is nominated as a winning Bidder and fails to: sign the Contract in accordance with ITB Clause 37; or submit a Good Performance Guarantee in accordance with ITB Clause 38;</li> </ul> <p>the Contracting Entity may, if provided for in <b>the Bid Data Sheet</b>, declare the Bidder disqualified to be awarded a contract by the Contracting Entity and proceed with the administrative actions as stated in <b>the Bid Data Sheet</b>.</p>

<p><b>18. Bid Form and Signature</b></p>	<p>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.</p>
	<p>18.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 12.1, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The authorization shall be indicated as specified in <b>the Bid Data Sheet</b> by those legally authorized to signed, which pursuant to ITB Sub-Clause 12.1 (c) shall accompany the bid. The Bidder has to ensure the signature of the Bid Submission Form and of every page of the Price Schedules and the attached documents to the Bid by the person signing the Bid. Noting that all pages of the bid 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 must be submitted by the bidder, and the signature should be in the first name or initials ,Prices shall be incorporated by the Bidder in words and figures as required in the Price Schedules. Any other requirement is specified in <b>the Bid Data Sheet</b>.</p>
	<p>18.3 The Bid shall contain no interlineations, erasures, or amendments to the Tender documents, except to correct errors made by the Bidder in preparing the Bid Forms and where accordingly such corrections shall be signed and initialled by the authorised person or persons signing the bid.</p>

**D. Delivery of Bids**

<p><b>19. Sealing and Marking of Bids</b></p>	<p>19.1</p> <ul style="list-style-type: none"> <li>a. Bidders may always submit their bids by express mail, express courier or by hand as per the Bid Data Sheet.</li> <li>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 <b>the Bid Data Sheet</b>.</li> </ul>
	<p>19.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>a. bear the name and address of the Bidder and Bidder stamp on four corners;</li> <li>b. be addressed to the Contracting Entity at the address given in <b>the Bid Data Sheet</b>;</li> <li>c. bear the Tender, Tender number. and IFB number indicated in the Bid Data Sheet; and</li> <li>d. bear a statement “DO NOT OPEN BEFORE [date and time]” to be completed</li> </ul>



	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.
<b>20. Deadline for Submission of Bids</b>	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 <b>in the Bid Data Sheet</b> . A receipt will be provided by the Contracting Entity against each Bid submitted. One copy of the receipt will be for the Bidder, and the second copy will be kept by the Contracting Entity for a further reference
	20.2 The Contracting Entity may, at its discretion and before the deadline, extend the deadline for the submission of bids by amending the Tender documents in accordance with ITB Sub-Clause 5.3, in which case all rights and obligations of the Contracting Entity and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
<b>21. Late Bids</b>	21.1 Any bid received by the Contracting Entity after the deadline for submission of bids prescribed in ITB Clause 20 will be rejected.
<b>22. Amendment and Withdrawal of Bids</b>	22.1 The Bidder may amend or withdraw its bid after submission, provided that written notice of the amendment, or withdrawal of the bids duly signed by an authorized representative with a valid proof of the authorization, is received by the Contracting Entity prior to the deadline prescribed for submission of bids.
	22.2 The Bidder’s amendment or substitution shall be prepared, sealed, marked, and dispatched prior to the deadline for submission of bids and as follows: <ul style="list-style-type: none"> <li>a. The Bidder shall provide an original and the number of copies specified in Bid Data Sheet article 19.1 of any amendments to its bid, clearly identified as such, in two inner envelopes duly marked “BID AMENDMENT-ORIGINAL” or “BID SUBSTITUTION-ORIGINAL” and “BID AMENDMENT-COPIES” or “BID SUBSTITUTION-COPIES.” The inner envelopes shall be sealed in an outer envelope, which shall be duly marked “BID AMENDMENT” or “BID SUBSTITUTION.”</li> <li>b. Other provisions concerning the marking and dispatch of bid amendments shall be in accordance with ITB Sub-Clauses 19.2 and 19.3.</li> </ul>

	<p>22.3 A Bidder wishing to withdraw its bid shall notify the Contracting Entity in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for submission of bids and shall:</p> <ol style="list-style-type: none"> <li>1. be addressed to the Contracting Entity at the address named in ITB Sub-Clause 19.2 (b)</li> <li>2. bear the Invitation for Bids (IFB) title and number indicated in named in ITB Sub-Clause 19.2 (c) and the words “BID WITHDRAWAL NOTICE” and</li> <li>3. be accompanied by a valid written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.</li> </ol>
	<p>22.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 22.3, shall be returned unopened to the Bidders.</p>
	<p>22.5 No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 16. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s bid guarantee, pursuant to ITB Sub-Clause 17.7.</p>

### **E. Opening and Evaluation of Bids**

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

	<p>request the substitution and is read out at bid opening. Envelopes marked “AMENDMENT” with a valid authorization shall be read out and opened with the corresponding bid.</p>
	<p>23.3 All other Bids shall be opened one at a time, reading out: the name of the Bidder and the Bid Price of each item or schedule (or lot) including any discounts, and indicating whether there is: the presence or absence of a bid guarantee, if required; the presence or absence of requisite powers of attorney; and any other such details as the Contracting Entity may consider appropriate. No bid shall be rejected at bid opening.</p> <p>All pages of the original of each Bid shall be stamped with the bid opening committee stamp and the bid opening committee members shall sign on all pages of the price schedules of the original of each Bid.</p>
	<p>23.4 Bids (and amendments sent pursuant to ITB Sub-Clause 22.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.</p>
	<p>23.5 The Contracting Entity will prepare minutes of the bid opening at the end of the opening session, with the here above mentioned information of ITB Sub-Clauses 23.1, 23.2, 23.4, and 23.6 and including in minimum the following information about:</p> <ul style="list-style-type: none"> <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 Forms and of every page of the price schedules;</li> <li>- number of pages of each Bid;</li> <li>- any other relevant remarks and reservations made by the Bidder on the Bid;</li> <li>- any other remarks and general description and highlights to be made by the Committee on any attachments to the Bid.</li> </ul> <p>All Bid’s content and attachments will be initialled by the Bids Opening Committee. All the pages of the quoted Price Schedule of the Bidders shall be signed by the chairman and members of the Committee.</p>
	<p>23.7 The Bidder’s representatives who are present shall be requested to sign the minutes with the right to add any comment on the performance of the Committee. The omission of a Bidder’s signature on the minutes shall not invalidate the content and effect of the minutes. The minutes shall be distributed to all Bidders who wish to retain its copy.</p>

	<p>23.8 All Bids' prices, technical specifications, and implementation periods will be officially placed on the Contracting entity's bill board while stating that these are to be analysed and verified further.</p> <p>23.9 The Bids will be referred to the Bids Evaluation Committee after having approval of the Head of the Contracting Entity.</p>
<p><b>24. Clarification of Bids</b></p>	<p>24.1 During evaluation of the bids, only the Contracting Entity (Bid Evaluation and Analysis Committee) may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Contracting Entity in the evaluation of the bids, in accordance with ITB Sub-Clause 27.1.</p> <p>If a Bidder does not provide clarifications of its bid by the date and time set in the Contracting Entity's request for clarification, its bid may be rejected.</p>
<p><b>25. Confidentiality</b></p>	<p>25.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.</p>
	<p>25.2 Any effort by the bidder to influence the Contracting Entity (Bid Evaluation and Analysis Committee) in the Contracting Entity's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.</p>
	<p>25.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Contracting Entity on any matter related to its bid, it should do so in writing.</p>
<p><b>26. Initial auditing of bids and determination of its responsiveness</b></p>	<p>26.1 The Contracting Entity (Bid Evaluation and Analysis Committee) will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been submitted, whether the documents have been properly signed, and whether the bids are generally in order.</p>
	<p>26.2 The Contracting Entity (Bid Evaluation and Analysis Committee) may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p>
	<p>26.3 Prior to the detailed evaluation, pursuant to ITB Clause 29, the Contracting Entity (Bid Evaluation and Analysis Committee) will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Tender documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Tender documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one:</p> <ol style="list-style-type: none"> <li>1. that limits in any substantial way the scope, or quality of the (Laboratory Supplies and Equipment)</li> </ol>



	<p>and related Services;</p> <p>2. that limits, in any substantial way that is inconsistent with the Tender documents, the Contracting Entity’s rights or the winning Bidder’s obligations under the Contract; and</p> <p>3. that the acceptance of which would unfairly affect the competitive title of other Bidders who have submitted substantially responsive bids.</p>
	<p>26.4 If a bid is not substantially responsive, it will be rejected by the Contracting Entity (Bid Evaluation and Analysis Committee) and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Contracting Entity’s determination of a bid’s responsiveness is to be based on the contents of the bid itself</p>
<p><b>27. Correction of Errors</b></p>	<p>27.1 Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected. If the bidder refuses to correct the mathematical errors, his bid will be rejected and the value of his bid guarantee will be forfeited..</p>
<p><b>28. Conversion to Single Currency</b></p>	<p>28.1 To facilitate evaluation and comparison, the Contracting Entity (Bid Evaluation and Analysis Committee) will convert all bid prices expressed in the various currencies in which they are payable to Iraqi Dinar at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in Iraq</p>
	<p>28.2 The currency selected for converting bid prices to a common base for the purpose of evaluation to common currency in Iraqi Dinar as on the date of Bid opening.</p>
<p><b>29. Evaluation and Comparison of Bids</b></p>	<p>29.1 The Contracting Entity (Bid Evaluation and Analysis Committee) will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 26.</p>
	<p>29.2 For comparison for ranking purpose for evaluation, the comparison of the responsive Bids shall be carried out on Delivery Duty Paid (DDP) End-users’ site basis / Free Delivery at End-users’ Site basis. The quoted AMC price, if applicable as per Contract Requirements List as per ITB Sub-Clause 14.3.3 for subsequent stipulated years after warranty period, The annual maintenance contract (AMC) price will also be calculated when comparing the bid prices and determining the order of the candidates.</p>

	<p>29.3 for comparing/evaluating of Bids, and ranking of candidates, the following will be calculated:</p> <ul style="list-style-type: none"> <li>• The prices of domestic (Laboratory Supplies and Equipment) or those of foreign origin located within Iraq, as brought out in ITB Sub-Clause 14.3.1 and stipulated in Price Schedule in format in <b>Section IV(2)</b>,</li> <li>• The prices of (Laboratory Supplies and Equipment) offered from abroad, as per ITB Sub-Clause 14.3.2 and as stipulated in Price Schedule in format in <b>Section IV(3)</b></li> <li>• Annual Maintenance Contract (AMC) price, as per the attached prices schedule in <b>section IV(4)</b> and in case the list of contracting requirements and ITB 14.3.3 stipulates on the necessity to insure the maintenance for the years following the defects warranty period.</li> </ul>
	<p>29.4 The rate of quoted Annual Maintenance Contract (AMC), if applicable, <b>as per Section VI Contract Requirements List</b>, will be calculated for comparison/ranking purpose at (<b>Net Present Value - NPV</b>) considering discount rate as brought out in <b>Bid Data Sheet</b>.</p>
	<p>29.5 If more than one schedule (or lot) has been specified in Section VI Contract Requirements List, the Bidders are required to quote as stipulated in ITB Sub-Clause 14.7. Bids shall be evaluated for each schedules (or lots) separately.</p>
	<p>29.6 The Contracts may be awarded for each schedule (or group) separately by the responsive bidder with the lowest evaluated bid as per ITB Clause 8 and after the application of margin of preference according to ITB Clause 30.</p>
<p><b>30. Margin of Preference</b></p>	<p>30.1 Unless otherwise stated in Bid Data Sheet, a margin of preference shall be adopted for bids from local bidders.</p>
<p><b>31. Contracting Entity's Right to accept or reject all or any of the Bids</b></p>	<p>31.1 The Contracting Entity reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.</p> <p>In case of annulment, all bids submitted and specifically, bid guarantees, shall be promptly returned to the Bidders together with the fees of purchasing the Tender documents as paid by the Bidders.</p>
<p><b>32. Eligibility and Qualification of Bidder</b></p>	<p>32.1 The Contracting Entity will determine to its satisfaction whether the Bidder that is selected as being eligible and having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-clause 8.1 for ensuring its ability to carry out the contract in an accepted manner.</p>

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

### **F. Award of Contract**

<b>33. Award Criteria</b>	33.1 Pursuant to ITB Clauses 29, 30 and 32, the Contracting Entity will award the Contract to the eligible Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
	33.2 Before the award, the Contracting Entity has to verify from the competent authorities the validation of the substantial forms provided in the Bids including the bid guarantee.
<b>34. Contracting Entity's Right to Amend Quantities at Time of Award</b>	34.1 The Contracting Entity reserves the right at the time of Contract award to increase by a percentage no more than 20% or decrease no more than 15% of the value of contract (as stipulated in Bid Data Sheet) without any change in unit price or other terms and conditions.
<b>35. Notification of Award</b>	35.1 Prior to the expiration of the period of bid validity, the Contracting Entity will notify the winning Bidder in writing or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted. At the same time, the Contracting Entity shall also notify all other Bidders of the results of the awarding the bid, and shall publish the results as per the applicable Iraqi Laws identifying the bid and lot numbers and the following information: (1) name of each Bidder who submitted a Bid; (2) bid prices as read out at Bid Opening; (3) name and evaluated prices of each Bid that was evaluated; (4) name of bidders whose bids were rejected and the reasons for their rejection; and (5) name of the winning Bidder, and the Price and currency it offered, as well as the duration and summary scope of the contract awarded.
	35.2 The notification of award will constitute the formation of the Contract (initial contract) subject to settlement of Appeal by non-winning bidder as per ITB Clause 36.

	35.3 Upon the winning Bidder's submitting of the signed Contract Form and Good Performance Guarantee pursuant to ITB Clause 38, the Contracting Entity will promptly discharge the bid guarantees of the non-winning Bidders, pursuant to ITB Clause 17.
	35.4 If, after notification of award, a non-winning Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Contracting Entity. The Contracting Entity will promptly respond in writing to the non-winning Bidder.
<b>36. Complaints and Appeals</b>	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.
<b>37. Signing of Contract</b>	37.1 Promptly after the Contracting Entity notifies the winning Bidder that its bid has been accepted and after lapse of the standstill period and settlement of Appeals as per ITB Clause 36 (as the case may be), the Contracting Entity will send the Bidder the Contract Form provided in <b>Section IX</b> 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 <b>Bid Data Sheet</b> .
	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 a non-winning Bidder's appeal as per ITB 36, the Contracting Entity has still the right to proceed with the Contract with the Winning Bidder upon finding that the contract is fully compliant and it is in the public interest not to delay the commencement of the Contract and where the cancellation of the Contract will impose great damages on the public interest. <ul style="list-style-type: none"> <li>a. Notifying the competent court of its decision with all details and justifications.</li> <li>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.</li> </ul>
<b>38. Good Performance Guarantee</b>	38.1 Within fourteen (14) days of the receipt of notification of award from the Contracting Entity, or twenty nine (29) days as of the date of receiving the notification of the award decision issued by the Contracting Entity, the winning Bidder shall submit the Good Performance Guarantee in accordance with the Conditions of Contract. If rules and regulation of Republic of Iraq grants exemption to Public Companies of the state and public sectors, they are accordingly exempted of submitting Good Performance Guarantee.
	38.2 Upon the failure of the winning Bidder to submit the above-mentioned Good Performance Guarantee or signing the Contract within the period specified under ITB 37.2,

	<p>the Contracting Entity will send an official notice for the winning Bidder to sign the Contract within fifteen (15) days from receiving this notice, after this period the Contracting Entity has sufficient grounds to proceed with the annulment of the award and forfeiture of the bid guarantee of the here above declined Bidder. In that event the Contracting Entity may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Contracting Entity to be qualified to perform the Contract satisfactorily. In that case the declined Bidder will be responsible for paying the difference in the bids prices in addition to forfeiture of the bid guarantee. These actions will be taken against the declined bidders provided they decline during their Bid validity.</p>
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## Section II: Bid Data Sheet (BDS)

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

### A. General

ITB 1.1	<p>Name of Contracting Entity: <i>[insert: name of Contracting Entity]</i>.</p> <p>Type of (Laboratory Supplies and Equipment): <i>[insert Laboratory Supplies and Equipment]</i>.</p> <p style="padding-left: 40px;">Project or Tender: <i>[Name of Project or Tender]</i></p> <p style="padding-left: 40px;">Tender Number: <i>[Project/Tender reference number as listed in the Iraqi Budget]</i></p> <p>IFB Number: <i>[insert IFB reference number]</i></p> <p>The number and identification of schedules (lots) comprising this IFB is detailed in Contract Requirements List are:<i>[insert number of schedules(lots)]</i></p> <p><i>[Specify the year of the Budget as endorsed by competent authorities with the reference number] for [name of Contracting Entity]</i></p> <p>The source of funding for the contract(s) is: <i>[Source of Funding]</i></p>
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### B. The Tender documents

4.1	<p>Contracting Entity's / duly authorized Purchasing Agent's address: <i>[insert: Contracting Entity's address, e-mail address, telephone, telex, and facsimile numbers; also specify a responsible contact person or officer to whom Bidder communications shall be addressed]</i>.</p> <p>Requests for Clarification are to be hand delivered or sent by express courier and <i>[insert "are" or "are not"]</i> accepted by cable.</p> <p><b>{ Note: Do not use similar mailboxes or addresses }</b></p>
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## C. Preparation of Bids

ITB 6.3	List of disqualified bidders is available on the website address of the Ministry of Planning.
ITB 7.2	Insert the mechanism of certification required by the Contracting Entity.
ITB 7.3 (c)	<p>Documentation requirements for eligibility of (Laboratory Supplies and Equipment).</p> <p>In addition to the documents stated in Sub-Clauses 7.2 and 7.3 (a) and (b), the following documents shall be included with the Bid:</p> <p><i>[insert: any other eligibility documentation required for the Laboratory Supplied and Equipment]</i></p>
ITB 7.4	<p>Iraq <i>[insert: “does” or “does not”]</i> require registration of (Laboratory Supplies and Equipment).</p> <p><u>{Note: If Iraq does not require registration of the (Laboratory Supplies and Equipment), delete paragraphs 7.4 (b) and 7.4.1 below and insert the following sentence:</u></p> <p>“ITB Sub-Clause 7.4 is inapplicable. The Applicable Law does not require registration of the (Laboratory Supplies and Equipment) to be supplied under the Contract”.</p> <p><b>Note:</b> There shall be no forfeiture of a bid or a Good Performance Guarantee based on the failure to obtain registration.</p>
ITB 7.4 (b)	<p>By the time of Contract signing, the winning Bidder shall have complied with the following documentary requirements in order to register the (Laboratory Supplies and Equipment) to be supplied under the Contract: <i>[insert: specific documentary requirements or any other special conditions in accordance with the relevant and applicable Iraqi laws]</i>.</p> <p><u>{Note: Bidders should inquire about the conditions and procedures for registering (laboratory supplies and Equipment) as soon as possible, in order to avoid any delay that may result during the registration process by the various competent government authorities.}</u></p>
ITB 7.4.1	For the purpose of obtaining additional information about the requirements for registration, Bidders may contact <i>[insert: Department of Registration of Laboratory Supplies and Equipment in the Ministry of Health, contact person, phone/fax/email address]</i> .
ITB 11.1	<p>The language of the bid is: <i>[Insert “Arabic” or “Kurdish” or “English”]</i>.</p> <p><u>{In case of adopting more than one language, insert: “the Bidders are permitted, at their choice, to submit their bids in</u></p>

	<b>one of the languages above indicated. Bidders shall not submit bids in more than one language” }.</b>
ITB 12.1	<p>In addition to the documents stated in Paragraphs 12.1 (a) through (f), the following documents shall be included with the Bid [<i>insert list of documents</i>]:</p> <p>Sample clause:</p> <p>Bidders who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. A “primary manufacturer” is defined as a company that performs all the manufacturing and formulating operations needed to produce Laboratory Supplies and Equipment, including processing, blending, formulating, filling, packing, labeling, and quality testing. The Bidder shall submit a certificate from the competent Regulatory Authority (RA) that the manufacturer is licensed to manufacture the (Laboratory Supplies and Equipment) offered.</p>
14.4	INCOTERMS current edition shall be adopted (state the issuance year of the INCOTERMS current edition)
ITB 15.1	b) Foreign currencies: [ <i>insert: “Up to any three currencies of any country, provided that the currency/currencies selected by the Bidder shall be from the list of currencies from which the Central Bank of Iraq quotes the rate of exchange to the Iraqi Dinar” or “Not applicable” .]</i>
ITB 16.1	<p>The bid validity period shall be [<i>insert: <b>number (X)</b></i>] days after <i>the deadline for bid submission</i>, as specified below in reference to ITB Clause 20. Accordingly, each bid shall expire after [<i>insert: <b>the actual date of the expiration of the bid validity period, i.e. day and date</b></i>]</p> <p>Bid guarantee shall be valid ( ) days after the end of the bid validity period. Accordingly, a bid with a bid guarantee that expires before [<i>insert: <b>the actual date of the expiration of the bid guarantee, i.e., day and date</b></i>] shall be rejected as nonresponsive.</p> <p><u>{<b>Note: Many bids are rejected due to minor errors in calculating the validity period of the bid guarantee. Therefore, the contacting entity must specify clearly the expiry date of the tender guarantee period</b>}</u></p>
ITB 17.1	<p><u>{<b>Note:</b></u></p> <p><u>If necessary</u>, insert: “As per the CPA Order No. 87 of 2004, or any superseding law, and in accordance with the instructions of the Iraqi Public Contracts Law and the regulations attached thereto, Public Companies of the state and public sector are (exempted, not exempted) from submitting Bid guarantees”]</p>



	<p>{if the Contracting Entity decides not to request Bid guarantees in case it obtains exemptions from the competent authorities”}</p> <p>The amount of the bid guarantee shall be <i>[insert a percentage between 1% - 3% of the tender estimated value Iraqi Dinar or its equivalent in a convertible currency from the list of currencies from which the Central Bank of Iraq quotes the rate of exchange to the Iraqi Dinar].</i></p>
ITB 17.8	<p>If the Bidder defaults under the actions prescribed in subparagraphs (1) or (2) of this provision, the Contracting Entity will declare the Bidder in violation and will inform the Ministry of Planning and Economic Development to take the required actions against the violating Bidder (including Suspension or Black Listing) as per the applicable Iraqi laws.</p>
ITB 18.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of a Power of Attorney issued by the Bidder dated no more than 3 month or Company Registration Form (Certificate of establishment showing the authorized signatory).</p>

### D. Submission of Bids

ITB 19.1 (a)	<p>Bidders are ["entitled" or "not entitled"] to submit their bids by e-mail.</p>
ITB 19.1 (b)	<p>The number of copies of the tender required in addition to the original tender is: <i>[specify: (number of copies)].</i></p>
ITB 19.2 (b)	<p><b><u>For bid submission purposes, the Contracting Entity’s address is:</u></b></p> <p>Attention: [insert _____ ]</p> <p>Street Address: [insert _____ ]</p> <p>Floor/Room number: [insert _____ ]</p> <p>City [insert _____ ]</p> <p>ZIP Code: [insert _____ ]</p> <p>Country: [insert _____ ]</p>

ITB 19.2 (c)	<p>Insert (name and number of the Tender/IFB number)</p> <p><b>{Note: The contracting authority must establish for its contracts a clear and identifiable numbering system. Failure to adopt a clear numbering system usually leads to misunderstandings between the parties involved in daily / routine communication, to delays in reviews, and to improperly monitoring project implementation}.</b></p>
ITB 20.1	<p>Deadline for bid submission is: <i>[insert: day and date and time in hours and minutes and specifying if local time Baghdad-Iraq or else].</i></p>

### **E. Bid Opening and Evaluation**

23.1	<p>The bid opening shall take place at:</p> <p>Street Address: [insert _____ ]</p> <p>Floor/Room number: [insert _____]</p> <p>City: [insert _____]</p> <p>Country:[insert _____]</p> <p>Date: [insert _____]</p> <p>Time: [insert _____]</p> <p><b>{Note: The bid opening date must be the same as the deadline for receipt of bids or immediately after, in order to reduce potential complaints related to unsafe storage of bids. In exceptional cases and when it is not possible to perform the bid opening at the same deadline for the submission of bids, and after the approval of the contracting authority, the date for the bid opening may be determined on the morning of the next business day, in accordance with the applicable Iraqi laws.}</b></p>
ITB 30.1	<p><i>Insert: (applicable/Not applicable)</i></p> <p><b><i>“In case of Pharmaceuticals and if the lowest responsive bid which meets the laid down Qualification Criteria offers foreign (Laboratory Supplies and 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 %”.</i></b></p>
ITB 34.1	<p>Insert any exceptions or restrictions (                      )</p>

<b>ITB 37.1</b>	The Contract to be signed with the winning Bidder shall be written in the language in which the Bid was submitted, and which will be the language that shall govern the contractual relations between the Contracting Entity and the winning Bidder. The Contract shall be certified according to the procedures adopted in Iraq.
<b>ITB 38.1</b>	A Good Performance Guarantee shall be submitted within (insert the number of days) from the date of issuance of the award letter and its official notification

## **Section III. Evaluation and Qualification Criteria**

### **1-Evaluation Criteria**

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



## 2. Qualification Criteria

a. Qualification requirements for Bidders are:

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

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

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

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

### 1. Accurate technical specifications ...

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

### 2. Final accounts

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

### 3. Cash flow

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

### 4. Annual revenue

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

**5. Similar work (specialized experience)**

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

**6. (insert any other criteria .....)**

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

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

Section II: Bid Data Sheet (BDS)

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



## **Section IV. Bidding documents**

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

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

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

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

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

# 1. Bid Submission Form

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

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

IFB Number: [insert number]”}

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

Dear Sir or Madam:

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

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

1. (hereinafter called “the Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.
2. We undertake, if our bid is accepted, to deliver the (Laboratory Supplies and Equipment) in accordance with the delivery schedule specified in the [insert “Contract Requirements List in Section-VI” or “as quoted in Price Schedule in Section-IV”] (the Bidder may select an appropriate clause).
3. We agree to all General Conditions of Contract in Section-VII read in conjunction with the Special Conditions of Contract in Section-VIII.
4. If our bid is accepted, we undertake to provide an advance payment security and Good Performance Guarantee in the form, in the amounts, and within the times specified in the Tender documents.

5. We agree to abide by this bid, for the Bid Validity Period specified in Sub-Clause 16.1 of the Bid Data Sheet in Section II and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
6. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
8. We agree to the following Eligibility Criteria:
  - a. We have nationality from Eligible countries as per ITB Sub-Clause-6.1 of Section-I.
  - b. We do not have conflict of interest in accordance with ITB Sub-Clause-6.1 (a) of Section-I.
  - c. We are not a Government-owned Entity in Republic of Iraq./ We are a Government-owned Entity in the Republic of Iraq and fulfil the requirement as per Sub-Clause 6.1(b) of Section - I.
  - d. We including any of our subcontractors or manufacturers for any part of the contract, have not been declared ineligible by the Contracting Entity, under the Contracting Entity's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.
  - e. We have not been Black listed or Suspended by Ministry of Planning and declared ineligible to bid during the period of time determined as per ITB Clause 6.3 of Section-I.
9. We confirm that our website address is [*insert website address*] and our mail address is [*insert email address*], and that Mr. /Ms. [*insert name*] of Job Title [*insert job title*] and e-mail address [*insert e-mail address*] will be following up all matters relevant to any Clarifications.

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

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

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

In the capacity of [*insert: title or title*]

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

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

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

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: \_\_\_\_\_

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

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

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

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

Note: -

## {Insert Laboratory Supplies and Equipment }

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

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

Grand Total of Bid price: *[In Iraqi Dinar]* \_\_\_\_\_ (In figures)  
 \_\_\_\_\_ (In words)

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

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

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

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

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

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

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

Note: -

## {Insert Laboratory Supplies and Equipment}

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

1		2	3	4				5	6.	7.	8.
Schedule No.  (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)				
<u>[Insert]</u>	<u>[Insert]</u>	<u>[Insert]</u>									
	<u>[Insert]</u>	<u>[Insert]</u>									
<u>[Insert]</u>	<u>[Insert]</u>	<u>[Insert]</u>									

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

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

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

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

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

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

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

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

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

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

### 5. Country of Origin Declaration Form

Item	Description	Code	Country

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

## 6. Manufacturer's Authorization

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

Date: [insert: **date** (as day, month and year) **of Bid Submission**]

IFB No.: [insert: **number of bidding process**]

To: [insert: complete name of Contracting Entity]

WHEREAS

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

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

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

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

Title: [insert: **title**]

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

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



## 7. Good Performance Certificate Form

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

## **Section V. Eligible Countries**

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

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

**PART 2**  
**CONTRACT REQUIREMENTS LIST**

## Section VI: CONTRACT REQUIREMENTS LIST

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

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

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

## **Table 2: Scope of Incidental Services**

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

### **Table 3: Annual Maintenance Contract (AMC)**

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

## Technical Specifications

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

Summary of the technical specifications of Laboratory Supplies and Equipment.

<u>Names of Laboratory Supplies and Equipment</u>	<u>Its technical specifications</u>
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**Section VII General Conditions of Contract (GCC)**



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## General Conditions of Contract (GCC)

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

	<p>to influence improperly the actions of another party;</p> <p>2. “fraudulent practice” shall mean any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>3. “collusive practice” shall mean an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>4. “coercive practice” shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>5. “obstructive practice” shall mean the following:</p> <p>a. deliberate destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Contracting Entity’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice in accordance with the applicable Iraqi laws; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>b. the acts intended to materially impede the exercise of inspection and audit rights provided for under Sub-Clause 5.4 below in accordance with the applicable Iraqi laws.</p>
<p><b>2. Applications</b></p>	<p>The contained terms and provisions at the general conditions of the contract shall be applied unless otherwise any term is invalidated under other provisions.</p>
<p><b>3. Country of Origin</b></p>	<p>3.1 For the purposes of this clause, "origin" means the place from which laboratory supplies and equipment are made, grown or produced, or the place or services are provided. The manufactured Laboratory Supplies and Equipment shall mean the Laboratory Supplies and Equipment that become a commercially distinctive recognized product that essentially differs (in the basic characteristics, purpose or use) from its components through manufacturing, processing or balanced or fundamental assembling operations (or Components merge operations).</p>
	<p>3.2 A distinction shall be made between the country of origin of the laboratory supplies and equipment and the nationality of the supplier.</p>

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

	in order to violate or infringe on patents or trademarks or industrial design rights resulting from the use of the goods or any part thereof in Iraq.
<b>8. Good Performance Guarantee</b>	8.1 Within fourteen (14) working days (or 29 days, including the notice period or in the event of objections to contracting procedures), the successful bidder (the supplier) shall submit to the contracting entity a guarantee of good execution of the contract, at a value equivalent to 5% of Contract Value. The state's public companies and the public sector are exempt from the obligation to provide a good performance guarantee if the relevant and relevant provisions and instructions in the Republic of Iraq grant these exceptions.
	8.2 The good performance guarantee amounts are paid to the purchaser as compensation for any loss resulting from the failure of the supplier to complete his contractual duties.
	8.3 The good performance guarantee shall be in the currency or currencies specified in the contract or in any other widely circulated currency acceptable to the purchaser and be in the list of currencies that the Iraqi Central Bank issues its exchange rates to the Iraqi dinar. The guarantee shall be unconditional and payable on request. It shall be a bank guarantee letter issued by an approved bank in Iraq according to the instructions of the Central Bank of Iraq. If the letter of guarantee is issued by a bank located outside Iraq, then this guarantee shall be certified and signed by the bank of a financial institution equivalent and accredited in Iraq to make this guarantee viable Executable (back-to-back counter guarantee).
	8.4 The purchaser re-guarantees the good performance to the supplier after fulfilling his contractual obligations, the warranty period expires, the receipt certificate is issued and his final accounts are settled.
<b>9. Inspection and Testing</b>	9.1 The purchaser or his representative has the right to inspect and / or test Laboratory Supplies and Equipment, to ensure that they comply with the contract specifications. <b>The special conditions of the contract</b> and technical specifications shall specify the type of examinations and tests required by the purchaser and where they are conducted. The purchaser shall notify the supplier in writing, in the name of his representative appointed for this purpose, in a sufficient time.
	9.2 This article shall be in accordance with what is specified in <b>the special conditions of the contract</b> .
	9.3 The provisions of Article (8) of the general conditions of the contract do not relieve the supplier of any of his responsibilities related to guaranteeing defects or any of his other contractual obligations.
<b>10. Packing</b>	10.1 The packing of Laboratory Supplies and Equipment shall be appropriate and sufficient to ensure that they are not destroyed or any damage to them throughout the transportation and shipping period to the final arrival point, as specified in the contract. Packaging materials (outer packaging) should be sufficient to resist (and to the extreme), harsh treatment during loading / unloading (transpiration) during transit, exposure to extremely high / low temperatures, salts and rain / moisture during loading / unloading during transit and during storage in Open places. In addition, the size and weight of containers / boxes shall be designed with consideration given that

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

all items covered by the contract are covered;

5. One original copy and ..... of copies from the supplier of certificates of origin for all items with the relevant trading circulation list, certified by the competent Iraqi diplomatic missions located in the country of origin, unless the country of origin is an Arab country that is a member of the Arab Common Market, then the certificate of origin is authenticated only by the competent official authorities in the country of origin;
6. One original copy and six (6) copies of the laboratory examination and inspection certificate, provided to the supplier from the designated inspection agency (in cases where inspection is required);
7. Any other specific contract document required for the purpose of receipt and / or payment.

**For goods supplied from inside Iraq:**

Upon or prior to the delivery of goods, the supplier shall notify the purchaser in writing of this and shall submit the following documents thereto:

1. Two (2) original copies with two additional copies of invoices indicating the name of the purchaser, the contract number, the description of the goods, the quantity, unit prices and the total value. Original invoices or payment requests shall be signed and stamped with the company's seal / stamp;
2. Two (2) original copies of the Delivery note, the *railway consignment note*, the *road consignment note*, or a record of shipping via road transport trucks, or the bill of lading *Air waybill*, or the *multimodal transport* bill of lading, indicating the purchaser's name [*enter the purchaser's name accurately*], and an indication that the shipment will be made until the final arrival point as stated in the contract;
3. One copy of the insurance certificate or policy stating that the purchaser is the beneficiary;
4. Four (4) copies of the packing list document specifying the contents of each package;
5. One original copy of the workmanship guarantee certificate or defects from the manufacturer or supplier, provided that all items covered by the contract are covered;
6. One original from the supplier on the certificates of origin for all items with the relevant commercial circulation list, certified by the competent Iraqi diplomatic missions located in the country of origin, unless the country of origin is an Arab country that is a member of the Arab Common Market, then the certificate of origin is authenticated only from Before the competent official authorities of the country of origin;
7. One original and six (6) copies of the inspection certificate provided to the supplier from the designated inspection agency (in cases where inspection is required);
8. Any other specific contract document required for the purpose of receipt and / or payment.

Note: If the documents provided by the supplier are not in conformity with the contract, then the due payments will be made after the issuance of the receipt certificate in accordance with Article 9 above of the GCC and SCC.

	11.1 For the purposes of this contract, any commercial term or phrase (EXW, CIF, CIP, DDP, etc.) used to describe the obligations of the interested parties is interpreted based on the latest INCOTERMS® published by the International Chamber of Commerce in Paris (as specified in the special conditions of contract)
	11.2 The documents to be submitted by the supplier are determined at <b>the Special Conditions of the contract.</b>
<b>12. Insurance</b>	12.1 Unless otherwise specified in the special conditions of the contract, comprehensive insurance of laboratory supplies and equipment supplied under the contract is made in an easily convertible currency for a eligible country. Insurance is against loss or damage resulting from manufacture, purchase, transportation, storage or delivery.
<b>13. Transportation</b>	13.1 Unless otherwise specified in the special conditions of the contract, the responsibility for organizing the transportation of laboratory supplies and equipment is carried out in accordance with the rules specified in the Incoterm.
<b>14. Incidental Services and Annual Maintenance Contract</b>	14.1 The supplier shall provide the incidental services as the case may be, as specified in the contracting requirements list.
	14.2 The supplier shall submit an annual maintenance contract (AMC), if any, after the termination of the guarantee of defects period, for the number of years as specified in the list of contracting requirements.
<b>15. Guarantee of defects</b>	15.1 The requirements for guaranteeing defects are set out in the special conditions of the contract.
<b>16. Payments</b>	<p>16.1 The method and conditions for making payments due to the supplier under the contract are as follows:</p> <p><u>In case the supplier is a public authority (a state company and a public sector), then the purchaser can raise the value of the advance payment according to the instructions in force.</u></p> <p><b>a. Payments for goods provided from outside Iraq:</b></p> <p>Foreign currency payments shall be made in the following currency: [<i>insert the contract currency</i>] and in accordance with the following:</p> <p>1. <b>Upon shipment:</b> the purchaser pays to the supplier [<i>eighty (80)</i>]% of the value of the goods subject to shipment, by means of a fixed and irrevocable documentary credit that is opened for the supplier in a bank in his home country. Payment shall be made according to the documentary credit, after presentation of the documents and documents specified in Article 11 of the general conditions of the contract;</p> <p>The purchaser <b>will bear</b> the costs of opening the documentary credit and the costs of amending it for reasons related to the purchaser or caused by the error or omission. The supplier shall bear the costs of fixing</p>



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

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

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

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

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

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

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

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

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

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

GCC 1-1 (H)	Purchaser’s name: <i>[insert: purchaser’s name] (the ministry/department)</i>
GCC 1-1 (M)	Supplier’s name: <i>[insert: supplier’s name]</i>
GCC 6-2	<p>Contract validity date: <i>[insert: date of signing the contract]</i></p> <ol style="list-style-type: none"> <li>1. <i>If laboratory supplies and equipment are registered at the date of signing the contract, or</i></li> <li>2. <i>If the registration of laboratory supplies and equipment is not required according to the laws in force.</i></li> </ol> <p><i>If not applicable, include: "not applicable".</i></p>
GCC 9-1	<i>[Insert: Any additional requirements related to inspection and testing"].</i>
GCC 9-2	<p>9-2-1:</p> <ol style="list-style-type: none"> <li>a. The specified inspection and testing are for the benefit of the purchaser. In case the inspection and testing of laboratory supplies and equipment is required prior to sending it, they shall not be shipped unless the inspection is done in an acceptable manner and a quality control report is issued related to these laboratory supplies and equipment.</li> </ol>
	<ol style="list-style-type: none"> <li>b. The supplier may test a certain set of supplies and laboratory equipment ready for shipment, provided that the supplier shall bear the costs of these tests.</li> </ol>
	<ol style="list-style-type: none"> <li>c. Upon the arrival of laboratory supplies and equipment to the final point of arrival, the purchaser’s representative shall inspect a laboratory supplies and equipment and a portion of them to ensure that they comply with the terms of the contract, and to inform the purchaser that the goods have arrived in good condition. The purchaser will issue to the supplier a certificate (of receipt) related to the goods (or a part thereof). The receipt certificate shall be issued within <i>[insert the period in days]</i> from the date of delivery of supplies and laboratory equipment, any part thereof to the final point of arrival.</li> </ol>
	9-2-2 If the supplier challenges the validity of the purchaser's decision to fail any test (as



	required in accordance with Article 9.1 above), before the supplies and laboratory equipment are shipped at the final point of arrival, whether the test affects the product itself or packaging materials (external packaging), then it will be done Take a sample according to the agreement between the supplier and the purchaser or their representatives, and the sample is authenticated by both parties, and sent to the umpire analysis within a period of four weeks from the date of the supplier's objection to the test result to an independent agency to which the parties to the contract agree. The results of this analysis will be taken immediately and this result will be final and binding on both parties. The cost of the analysis will be borne by the losing party." }
GCC 10-2	<i>[Insert: Any necessary additional requirements related to packaging (outer packing), marking or marking or specify:]</i>
GCC 11-1 & 11-3	Enter any other documents ( )
15.1	<p>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 otherwise.</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>
15.2	This guarantee shall be effective for a period of two: (1) [Enter No.] month from the date of receipt of the goods or any part thereof according to the case, at the final location specified in the contract and its acceptance by the buyer, or (2) [Enter No. (6 + *) )] month from the date of commencing the shipment from the place of loading from the country of origin. Note: The value "x" shall be determined in months based on a market study. Generally, it is 12 months.
15.3	The purchaser shall send written notice of any claim that may arise as a result of this guarantee, as soon as possible.
15.4	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).
15.5	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.
15.6	Enter "Not applicable" or for essential and sensitive medical equipment / devices, enter the following: " ]" *% annually [enter for example 95% or 98%] during the UPTIME warranty period and in case the downtime period is exceeded during the annual maintenance contract, a percentage of (100- *), then the period of this contract must be extended to twice the value of the downtime periods. "
GCC 16-3	<b><i>[Insert: "The payment or payments will be made within a deadline ... days after the results of laboratory tests are received, according to the terms of the announcement."</i></b>

Section II: Bid Data Sheet (BDS)

GCC 22-1	<p>Arrears fines will be (enter number) for each day</p> <p>Enter equation (        )</p> <p>The maximum amount of arrears fines (enter the number) is% of the final contract amount</p>
GCC 27-2-2	<p>The dispute settlement mechanism and procedures are as follows:</p> <p><b>a. For contracts with a foreign supplier:</b></p> <p><b>“Any dispute, dispute, or claim arising out of or related to this contract, or any breach of it / breach of it, its termination or its nullity shall be resolved by arbitration under the applicable and relevant arbitration rules of the United Nations Commission on International Trade Law UNCITRAL in force in its history. Or any rules determined by the legislation in force.</b></p>
	<p><b>b. For contracts with an Iraqi supplier:</b></p> <p><b>"Any dispute between the purchaser and the Iraqi supplier, which arises out of or related to this contract, shall be resolved in accordance with the relevant and existing Iraqi laws and may be referred to negotiation or arbitration by arbitration under Iraqi arbitration rules and under the jurisdiction of the Iraqi judicial law."]</b></p>

GCC 31-1	<p>[Insert: <b>the address of the purchaser</b> for the purposes of notification and whether it is acceptable by cable, provided be followed by a written letter].</p> <p>[Insert: <b>the address of the supplier</b> for notification purposes and whether it is acceptable by cable, provided to be followed by a written letter].</p>
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## Section IX Contract Forms

### 1- Contract agreement form

This contract agreement has been concluded

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

between

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

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

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

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

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

In favor of and on behalf of the purchaser

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

*[Enter: title or other identification]*

In the presence of \_\_\_\_\_

For and on behalf of the provider

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

*[Enter: title or other identification]*

In the presence of \_\_\_\_\_

## Contract agreement

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

By and between

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

And

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

## (2) Referral Notification Form

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

[Insert number]

[Insert date]

**To: (name and address of the supplier)**

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

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

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

... with respect,

Enclosures:

Contract agreement form

General conditions of the contract

Special conditions of the contract

**Authorization signature:** .....

**Site name and description:** .....

**Employer name:** .....