

**Ministry of Health
The State Company for Marketing
Drugs and Medical appliances**

Tender No. LAB /2017/14
Project maintenance work laboratory

Dear Sirs

Our company is pleased to invite you to supply it with Lab requirement which stated later on, thus, you are kindly requested to submit your offers according the following conditions:

Please note that

- 1. The supplier companies should send a sample from each item submitted with presented offers for test and evaluation purpose.**
- 2. The companies that participated and haven't awarded have to withdraw their samples within tow weeks from the date of notification .**
- 3. Kindly note that we prefer dispatching and unloading the goods through our Iraqi sea ports, taking in consideration technical and economical conditions in this respect, and we will prefer offers that using this way of transport over offers that comes to neighboring sea ports.**
- 4. The validity of the offer should be one year from closing date of the tender even if the supplier doesn't state that in his offer.**
- 5. The date of opening the tender will be the same day closing date in Kimadia and in publicly form and to invite the bidders to attend on the day of publicly opening.**
- 6. Tenders will be sold at kimadia office at the amount (non refundable) of (1000 000 ID) for the tenders value million dollar or less, and (2000 000 ID) for value more than tow million dollar otherwise offers will be neglected.**
- 7. The bidder will bear the announcement charges.**
- 8. Kimadia web site is www.kimadia.iq and the email dg@kimadia.iq**
- 9. The date of conference convening will be on 13 /9/2017 for responding the inquire of the participants against the tender.**
- 10. Announcement date of this tender will be on 21/8/2017 and closing Date at the end of formal work on 19/ 9 /2017 if the closing day falls on an official holiday the new closing date shall be in the first working day following the holiday..**
- 11. interpolation (250,000 thousands dinar)of each request objection submitted by the scientific bureau or the company for any import awarding**
- 12. interpolation amount for replacement request aborder outlet with amount of (100,000 thousands dinar).**
- 13. interpolation amount (25,000 thousands dinar) of each unloading report & loading each shipment arrived to target store .**
- 14. interpolation amount (10,000 thousands dinar) of parking & overnight the trucks for transporting medicines & medical supplies to the warehouses of our company .**

Invitation: (LAB/ 2017 / 14)
Project maintenance work laboratory
Please submit your offer for the following items according to
The attach conditions.

| احتياج دائرة صحة الكرخ | | | | | |
|------------------------|------------------|--------|---------------------------------------|--------------------------------------|--------------------------------------|
| Item name | Quantity of test | paking | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |
| Biochemistry | 2195100 | Test | 13 | 17 | 0.50 |
| cbc | 374930 | Test | 5 | ---- | 1.20 |
| Pt +,ptt | 31994 | Test | 5 | 8 | 1.70 |
| HbA1c | 800 | Test | | 1 | 2.80 |
| cardic | 24120 | Test | 3 | 4 | 4.50 |
| Hb | 44884 | Test | 9 | ---- | Hb +Wbc+Plet +pcv (3 diff) =0.70 |
| Wbc | 98851 | Test | 9 | ---- | |
| plet. | 12428 | Test | 9 | ---- | |
| pcv | 70400 | Test | 9 | ----- | |

| احتياج دائرة صحة الرصافة | | | | | |
|--------------------------|------------------|--------|---------------------------------------|--------------------------------------|--------------------------------------|
| Item name | Quantity of test | paking | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |
| Biochemistry | 576572 | Test | 16 | 25 | 0.50 |
| cbc | | Test | 14 | 19 | 1.20 |
| Pt +,ptt | 23394 | Test | 13 | 17 | 1.70 |
| cardic | 2181 | Test | | | 4.50 |
| Hb | 286908 | Test | | | Hb +Wbc+Plet +pcv (3 diff) =0.70 |
| Wbc | 364531 | Test | | | |
| plet. | 117974 | Test | | | |
| pcv | 303949 | Test | | | |

| احتياج دائرة صحة بابل | | | | | |
|-----------------------|------------------|--------|---------------------------------------|--------------------------------------|---------------|
| Item name | Quantity of test | paking | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |
| | | | | | |

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|--------------|---------|------|----|----|--------------------------------------|
| Biochemistry | 1382342 | Test | 11 | 21 | 0.50 |
| cbc | 318500 | Test | 8 | 19 | 1.20 |
| Pt +,ptt | 39130 | Test | 2 | 15 | 1.70 |
| HbA1c | 13621 | Test | | 10 | 2.80 |
| cardic | 15750 | Test | 3 | 10 | 4.50 |
| Hb | 33000 | Test | 3 | | Hb +Wbc+Plet +pcv (3 diff) =0.70 |
| Wbc | 9800 | Test | 3 | | |
| plet. | 41300 | Test | 3 | | |
| pcv | ----- | Test | 3 | | |

| احتياج دائرة صحة النجف | | | | | |
|------------------------|------------------|--------|---------------------------------------|--------------------------------------|--------------------------------------|
| Item name | Quantity of test | paking | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |
| Biochemistry | 458660 | Test | 5 | 7 | 0.50 |
| cbc | 123500 | Test | 2 | 4 | 1.20 |
| Pt +,ptt | 1800 | Test | | 2 | 1.70 |
| HbA1c | 2350 | Test | | 2 | 2.80 |
| cardic | ----- | ----- | --- | ----- | ----- |
| Hb | 20000 | Test | 2 | | Hb +Wbc+Plet +pcv (3 diff) =0.70 |
| Wbc | 20000 | Test | 2 | | |
| plet. | ---- | ---- | ---- | -- | |
| pcv | ----- | ----- | ---- | ---- | |

| احتياج دائرة صحة كربلاء المقدسة | | | | | |
|---------------------------------|------------------|--------|---------------------------------------|--------------------------------------|--------------------------------------|
| Item name | Quantity of test | paking | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |
| Biochemistry | 28845 | Test | -- | 2 | 0.50 |
| cbc | 2800 | Test | -- | 1 | 1.20 |
| Pt +,ptt | 580 | Test | -- | 1 | 1.70 |
| cardic | ----- | ----- | ----- | ----- | 4.50 |
| Hb | 2868 | Test | 1 | | Hb +Wbc+Plet +pcv (3 diff) =0.70 |
| Wbc | 4296 | Test | 1 | | |
| plet. | 3588 | Test | 1 | | |
| pcv | 6396 | Test | 1 | | |

| احتياج دائرة صحة الديوانية | | | | | |
|----------------------------|------------------|--------|---------------------------------------|--------------------------------------|---------------|
| Item name | Quantity of test | paking | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |

| | | | | | |
|--------------|--------|------|-----|-----|------|
| Biochemistry | 235520 | Test | 6 | 6 | 0.50 |
| cbc | 141010 | Test | 6 | 6 | 1.20 |
| Pt +,ptt | 8800 | Test | 2 | 3 | 1.70 |
| HbA1c | --- | --- | --- | --- | -- |
| cardic | 33000 | Test | | 1 | 4.50 |

| احتياج دائرة صحة المثنى | | | | | |
|-------------------------|------------------|--------|---------------------------------------|--------------------------------------|---------------|
| Item name | Quantity of test | paking | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |
| Biochemistry | 312030 | Test | 2 | 7 | 0.50 |
| cbc | 182050 | Test | 2 | 17 | 1.20 |
| Pt +,ptt | 8560 | Test | 1 | 6 | 1.70 |
| HbA1c | 27335 | Test | --- | 2 | 2.80 |

| احتياج دائرة صحة ذي قار | | | | | |
|-------------------------|------------------|--------|---------------------------------------|--------------------------------------|---------------|
| Item name | Quantity of test | paking | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |
| Biochemistry | 610730 | Test | 4 | 10 | 0.50 |
| cbc | 315500 | Test | 3 | 11 | 1.20 |
| Pt +,ptt | 13620 | Test | | 7 | 1.70 |
| HbA1c | 28200 | Test | | 8 | 2.80 |
| cardic | 12000 | Test | | 3 | 4.50 |

| احتياج دائرة صحة ميسان | | | | | |
|------------------------|------------------|--------|---------------------------------------|--------------------------------------|---------------|
| Item name | Quantity of test | paking | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |
| Biochemistry | 120020 | Test | 7 | 8 | 0.50 |
| cbc | 61500 | Test | 7 | 8 | 1.20 |
| Pt +,ptt | 5700 | Test | | 7 | 1.70 |
| HbA1c | 3000 | Test | | 1 | 2.80 |
| cardic | 400 | Test | 2 | | 4.50 |

| احتياج دائرة صحة واسط | | | | | |
|-----------------------|------------------|--------|---------------------------------------|--------------------------------------|---------------|
| Item name | Quantity of test | paking | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |
| Biochemistry | 598905 | Test | 8 | 6 | 0.50 |
| cbc | 196200 | Test | 8 | 8 | 1.20 |
| Pt +,ptt | 17050 | Test | 4 | 7 | 1.70 |
| HbA1c | 10300 | Test | 1 | 2 | 2.80 |
| cardic | 6500 | Test | 2 | 5 | 4.50 |

| احتياج دائرة صحة ديالى | | | | | |
|------------------------|------------------|--------|---------------------------------------|--------------------------------------|---------------|
| Item name | Quantity of test | paking | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |
| Biochemistry | 309833 | Test | 4 | 9 | 0.50 |
| cbc | 74800 | Test | 4 | 9 | 1.20 |
| Pt +,ptt | 14500 | Test | 1 | 6 | 1.70 |
| HbA1c | 7250 | Test | | 6 | 2.80 |
| cardic | 7900 | Test | | 7 | 4.50 |

| احتياج دائرة صحة صلاح الدين | | | | | |
|-----------------------------|------------------|--------|---------------------------------------|--------------------------------------|---------------|
| Item name | Quantity of test | paking | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |
| Biochemistry | 1386750 | Test | 6 | 9 | 0.50 |
| cbc | 208800 | Test | 6 | 9 | 1.20 |
| Pt +,ptt | 72000 | Test | 2 | 9 | 1.70 |
| cardic | 24600 | Test | | 6 | 4.50 |

| احتياج دائرة صحة الانبار | | | | | |
|--------------------------|------------------|--------|---------------------------------------|--------------------------------------|---------------|
| Item name | Quantity of test | paking | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |
| Biochemistry | 2455600 | Test | 7 | 7 | 0.50 |
| cbc | 100500 | Test | 7 | 7 | 1.20 |
| Pt +,ptt | 38000 | Test | | 7 | 1.70 |
| HbA1c | 7000 | Test | 7 | 7 | 2.80 |

| احتياج دائرة صحة كركوك | | | | | |
|------------------------|------------------|--------|---------------------------------------|--------------------------------------|---------------|
| Item name | Quantity of test | paking | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |
| Biochemistry | 932028 | Test | 3 | 7 | 0.50 |
| cbc | 193200 | Test | 3 | 2 | 1.20 |
| Pt +,ptt | 8100 | Test | 1 | 2 | 1.70 |
| HbA1c | 1010 | Test | --- | 3 | 2.80 |
| Hb | 1024741 | Test | 3 | --- | Hb +Wbc+Plet |

| | | | | | |
|-------|-------|------|---|------|----------------------|
| Wbc | 74133 | Test | 3 | ---- | +pcv (3 diff) =0.70 |
| plet. | 52194 | Test | 3 | ---- | |
| pcv | 48975 | Test | 3 | ---- | |

| احتياج دائرة صحة البصرة | | | | | |
|-------------------------|------------------|---------|---------------------------------------|--------------------------------------|---------------|
| Item name | Quantity of test | packing | No of devices in emergency laboratory | No of devices in the main laboratory | Cost per test |
| Biochemistry | 669308 | Test | 9 | 13 | 0.50 |
| cbc | 200257 | Test | 5 | 11 | 1.20 |
| Pt +,ptt | 7400 | Test | 1 | 7 | 1.70 |
| HbA1c | 26639 | Test | | 7 | 2.80 |
| cardic | 20997 | Test | 6 | 5 | 4.50 |

GENERAL CONDITIONS OF MEDICAL TENDER

- 1- Offer should include the commercial terms (name of manufacturer ,origin of goods , delivery time, method of delivery, packing details ,price to be quoted on CIP Baghdad to KIMADIA warehouse basis in U.S. Dollar, the validity of the offer should be one year from closing date of the tender (and can be extended at our request) , port of entry , port of shipment and route of shipment, name and address of corresponding bank (Advising bank) , account name(holder), account no., complete name, address of beneficiary) , all to be stated in the offer . In case of contracting the beneficiary from documentary credit should be the same side which contracted with it and the banking details with name of that company exclusively contains (bank name ,no. of account, the name of owner of account (the company which contracted with it) (swift code and sort code and Iban..... etc) and not accept the account with person name. Any change of beneficiary name and address, corresponding, advising bank name's and address, account no. and any other bank information from the bidder side after awarding in contrast with offered tender will impose the bidder to penalty.
- 2- Delivery time as soon as possible and within L/C's validity, shipping schedule according to kimadia requirement, taking into your consideration that the differences in the supplying period will be one of the comparison elements and supplying period with delivery should be stated in Tender .
- 3- Kimadia is not committed to accept lowest price and is not committed to order the whole quantity stated in the tender and it is possible to increase or reduce the Qty . before contracting .
- 4- kimadia has the right to choose the best offer.
- 5- The prices should be submitted in U.S. Dollar by ink or by printing form (figures and letters) clearly without rubbing or scratching, and the price of each unit will be the reliable price and these prices should be final and not able for negotiation and the priced offer should be signed and stamped (alive signature & stamp) by the company that submit the offer or through an authorized scientific bureau for signature and stamped clearly , and the signature should be graphic (hand writing signature), the bidder should states his signature on each page against the schedule of priced qtys and attachments together with tender document if available.
- 6- Offers should be submitted directly by the manufacturing company through either the following:
 - Director General or his representative.
 - Assistant of Director General or his representative.
 - Sales manager (marketing)
 - Commercial manager.
 - Legalized scientific bureau
 - We can accept the authorization of any representative of the company not stated above provided that his authorization should fulfill the legal form and the required legalization.
- 7- Special instruction concerning the authorization letters (A.L)
 - (I) –The authorization letter should be legalized officially by:-

A-The chamber of commerce in the country of origin

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

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

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

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

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

(II)-The company should mention in the authorization letter whether it's a manufacturer or supplier ((marketing company))

(A) In case of being supplier, you should explain the following:-

-names &specialties of the manufacturing companies.

-you should have a legalized authorization letter from the manufacturing companies as mentioned above icon no. **(I)**.

-your manufacturing company should mention that you are a sole and exclusive (supplier) for all its products in Iraq.

(B) In case of being a manufacturer, you should explain the following:-

- Mention &verify your specialties (having special knowledge a particular system)

- should mention a sole &exclusive representative to deal with for all your products ,also should indicate names of your factories and branches by submitted an original establish certification & certified that proved the company factories & its branches.

(C)-the A.L should be legalized as mentioned in icon no (I).

(D) – submitting the manufacturing companies catalogue with (CD) laser including company's products to directorate general of medical information (DGMI) with certifying E-mail of manufacturing companies upon these authentic authorization and we will neglect any authorization which is not affix its E-mail.

(III) –The company should specify the name of Iraqi scientific bureau & the name of pharmacist who is licensed from Iraqi syndicate of pharmacists follow up and validity of the completion of technical data upon request by the committee of study and analysis in case of submitting the tenders through scientific bureau, or to forward an authorization for signing the contract as an agent also on the list of the submitted tender and its documents, The scientific bureau should be the exclusive representative to all company products or dealing directly with the company through formal authorize as shown in article no.(6)

(IV) –The authorization letter must be entitled to kimadia, the state company for marketing drugs and medical appliances, General Relation department (GRD) fifth floor – relation section and before the closing date.

(V)- The name of scientific bureau or of direct authorized person--in case of non availability of scientific bureau-- will added in contract.

(VI)-The authorization issued by the manufacturer to marketing company, (in case of the contract with marketing company) should clarify the competence of marketing company concerning the following:

A-The signing of contract &execution all its obligations, should be by the marketing company exclusively

B-The negotiation about technical affairs and prices.

C-To specify the beneficiary applicant &details from documents L/c&beneficiary from bank account with the whole banking details the beneficiary who sign the contract with our firm is the same beneficiary (side)

D-To specify the correspondences &the authorities which concerning with tenders as far as submitting it, stamp it, sign it ,open it &submitting the prices with out satisfaction to issue free authorization which is authorize all these competence

E-The confirmation to continuous of execution all contracting obligation &the marketing company will bear a legal responsibility for the period of execution the contract even the period of authorization is ended.

With reference to complete the whole procedures included the register at the company &its products & full address &the details for manufacturing & marketing companies &to complete the stamps& legalizations as it done now.

F-The contracted companies should submit the legal &required assurances according to the conditions of invitation within stipulated period in these instructions.

(VII)-Mention the names of authorized persons who signing the contracts and their administrative description and examples of their signature

8-Your offers should include copies of all original legalized authorization from the manufacturing companies to the marketing companies also to present original legalized copies as in point (4) from article (6) to be handed to DGMI include all legalization above.

Note: The original copies should be handed or sent to DGMI before closing date.

9-To submit original& legalized (FDA,GMP,ISO) certificate.

10- To submit a certificate of company establishment for the manufacturer and supplier companies with the offer (it should be original & legalized).

11- Presenting the final settlements which related to Manufacturer Company for the last three years .

12- Offers that are sent by international express should be sent with all authorization letters and documented papers (original and legalized) in separated envelope in order to be checked and it should be reached to kimadia before the closing date, stating on the outer envelope: the name and no. of the tender, full name and address of the company inside and outside Iraq, otherwise the offer will be neglected, or the offer should be handed directly to the offers receiving committee at the state company of marketing drugs and medical appliances, ministry of health building before or within the closing date; otherwise the offer will be neglected.

-The additional forward enclosures with the offer.

-Number of pages for each offer.

13-Companies will be black listed in the following cases:-

A- When prove dealing with foreign boycott companies.

B- When prove a bribery action proved to one of official employees.-

C –When prove there is forgery in the offer or any other tender documents.

D-When prove a false detail is submitted and such false information lead to damage the common weal

E-When prove there is a breach of tender document conditions or technical description conditions of supplying lead to damage the common weal

F-When the seller insists on not adhering with the professional rules by following the illegal competitive ways.

G-When the seller insists on not signing the contract after being notified him with the relegation quotation.

H-drawing out the work because lagging of execute the tender or his breach of execute the tender or his breach with contractual Commitments.

14- The origin & specifications of goods cannot be changed which stated per the original offer and the commercial information (payment term, delivery time, method of delivery, port of entry, port of shipment, and route of shipment, packing details, advising bank and account no.) unless the changes are for Kimadia favor technically and financially according to its approval ,otherwise legal procedures will be taken or imposing penalty as retributive condition at ratio not less than 1% and not exceed than 5% from the value of dispatched quantity for the arrival item which not comply with our contracting condition that the change does not include the origin of goods .

15-Neglecting the offer based on reduction a percentage or fixed sum in any of the other presented offers in the tender and not accept any reservation and any reduction against the price presented after the closing date of tender we confirm on the condition for not made any change after the notification of awarding and any letter regarding decrease the prices of offered items after the closing date of the tender or direct invitation without request from KIMADIA will be neglected.

16-In case that bidder has not complied with executing the conformed order will take all legal proceeding against him.

17-All materials must be shipped in acooled conditions and for all transporting ways till it reach Kimadia stores and the saller will be responsible for the compensation of any material which fails in the analysis because of the unsuitable temperature degree during the transport.

18- Required Documents

The second party should submit original shipping document (three original and legalized documents from ministry of industry or chamber of commerce and ministry of foreign affairs and commercial attaché or embassy of Iraq at the country of origin) clarifying the loading to the port of destination, the first set should be sent to corresponding bank for receiving the consignment's dues while the second set with six additional copies should be sent to the first party 15 days before the consignment reach their destination and the third set should be sent with the consignment.The sets are:

1. Commercial invoice.

2. Complete loading bills (Airway, Truck, Sea, or multimodal's transport) according to method of transport stated in the contract.
3. Certificate of Origin original and legalized from the concerned authority and Iraqi embassy in country of origin.
4. Certificate of quality analysis original and legalized for each batch.
5. Packing list
6. Insurance Policy.
7. The following certificates in case of its availability for the awarded materials: FDA, CE, HFPB, and MOH.
8. Legalized certificate stating that the material is free from Bovine transmissible spongiform encephalopathy (T.S.E.) for each consignment with the shipping documents for the material used or extracted from the animal origin (cattle).

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

19- The packing material, which is from plant origin, should be free from blights

20- Penalties:

1) Delayed penalties

A. To deliver the material in accordance with the delivery & shipment articles stated in the contract & on contrary of this delay penalty is to be imposed against your firm for every delaying day without advance notice according the following equation : -

(amount of contract ((amount of contract + any change in amount)) / total period of shipment ((shipment period + any change in period))x 10 % which should not exceed the rate of 10 % from the value of contract and when exceed 10 %from the contract period the necessary actions will be taken as applying the clause (3)&(10) from instructions of executing the governmental contract for year no (2) 2014 after warning and not response through warning period .

B. The first party take legal procedures against the second party after warning period (14) day from warning date and Before the delay penalty reaches to the maximum limit.

C. The delaying penalties will be reduced according to the percentage of completion of contractual obligation which specified in the plat form of execution the contract and issued the certificate of first received for work performed or supplying goods or requested service match and intended for use under the conditions of contract and apply the equation as follows:

D. The value of obligation not executed x10%

The total period of contract

=the penalty for one day.

E. In case the second party disregards with any contracted obligation imposed on him the necessary will be warned for removing the violation within (45)days from date of issue the warning and in case of un response the legal action will be according to article (10)from instructions of execution the Iraqi governmental contracts no. (2 for year 2014 regards with confiscated or distraint of legal bonds on condition that the contract will be executed on his account according to article (3)from same instruction under execution methods.

2) As well as the same ratio of Penalty will be as per in article no. 1 in case the company not from the date of notifying him and the calculation of the shipping period per 2nd shipment will be started after the arrival of the compensated shipment if the contract was partial shipments otherwise a delay penalty will be imposed according to the ratio that mention on agreed penalties articles and in case the company has not compensate within a/m period kimadia has the right to buy the item from another source on contractor account and bearing him the difference price and to confiscate all insurance as well as to administrative charges and has the right to turn concerned court in order to obtain its rights.

f- The second party shall pay delay penalty calculated according to the following equation

Amount installation + A adjusting the amount / duration of the installation + or - any change in length x 10%) = fine The delay for each day of delay of providing the service, provided that does not exceed 10% of the installation amount and after reaching the fine of the delay penalty to the upper limit so they can be to take a legal action according to text of article (10) & (3) from instructions of executing the governmental contracts no (2) for year 2014 to be implemented installation within 60 days from the date of it administrative and to proceed with the installation . **(This fine private Clause installation).**

G- The second party shall pay delay penalty calculated according to the following equation

() The amount of rehabilitation + A adjusting the amount / duration of rehabilitation + or - any change in length x 10%) = fine The delay for each day of delay of providing the service, provided that does not exceed 10% of the rehabilitation amount and after reaching the fine of the delay penalty to the upper limit so they can be to take a legal action according to text of article (10) & (3) from instructions of executing the governmental contracts no (2) for year 2014 that rehabilitation be implemented within 120 days from the date of issuance up administrative to proceed with rehabilitation **(This fine private Clause rehabilitation).**

H- Maintenance of laboratory devices fitted during the contract period with the provision of tools and supplies, lotions spare parts for free within 72 hours from the date of notification of the holidays and conduct regular maintenance of the device on a daily basis inside Iraq and in the event that the second party it upon compensation devices unemployed and materials failed with new and new material again and to ensure the continued provision of service and otherwise impose a fine delay for each day of delay in maintenance according to the following equation (the amount of maintenance + any change in amount / maintenance period + any change in period x10%) = fine delay per day and when they reach a fine of more than 10% amount of maintenance upper limit is taken take legal action right to a second party. (This fine private Clause maintenance).

21-All bank charges (opening / issuing, L/C and amendment fees ...ECT) inside and outside Iraq are on the seller account.

22- The insurance should be covered for all risks.

23-Any dispute that may arise between the buyer and the seller should be settled through the Iraqi courts and Iraqi laws should be applied when a dispute arise regarding the application of this contract.

24- The scientific bureau which presented by companies is the place chosen to judicial notification also the direct agent of company (like trade manager or market manager etc).

25-The continuance responsibility of scientific bureau till after the exp. of authorization from foreign companies which authorized him unless the attached Authorization has been fixed the obligations of previous foreign companies and its traces.

26-Contracts are subjected to Iraqi laws including laws concerning taxes and stamp , justice and announcement fees unless issuing what amended it.

27- Debits incurred upon the seller for the favors of KIMADIA will be obtained according to the state law of obtaining debits No.56 for the year 1977 amended.

28-Medical items should be shipped in a form of palette covered by nylon and placed on a wooden basis.

29-Print on outside pack (pallet or big carton) the national code, order no., credit no. and Qty as well as print on inside pack and small pharmaceutical unit (ampoule or bottle or sheet) on well form the mark of (MOH-Iraq) thermally printing and beneficiary name and shelf life (MF&Exp. Date) and to print (Batch no.) on all inside and outside packs as well as small pharmaceutical unit.

30- The supplier is to abide by the contract conditions and to present shipping documents before arrival of the consignment the duration not less than 15 days and the responsibility of any shortage appearing or any delay that results because of non- availability of shipping documents lies on the supplier.

31-The seller is responsible to compensate the buyer for the defected items or shortage that appear after the distribution, usage of goods in the hospital after the necessary checking & analysis and if it is due to a manufacturing defect.

32-(the seller should compensate the missing items, shortages items and the items which not comply with specification required within delivery period stated in contract provided that started calculate from the date of notification company by the fail or shortage taken into yr. consideration that the period must be within the period of execution the contract other wise the delay penalty will be imposed at the same percentage stated in penalties terms which agreed upon in case the company not compensate within a/m period, kimadia has the right to buy the item from other source and on contractor account as well as he will bear the difference in price and confiscates all insurance and added the administrative charges and has the right to resource to special courts to obtain its rights.

33- The offer should be handed directly to the offers receiving committee at the state company of marketing drugs and medical appliances, ministry of health building before or within the closing date; otherwise the offer will be neglected.

34- Closing date for receipt of offers at the end of formal work on 19/9/2017 **if the closing day falls on a official holiday the new closing date shall be in the first working day following** the holiday.

35-The date of opening the tender will be the day after closing date in Kimadia and in publicly form and to invite the bidders to attend on the day of publicly opening.

36- Payment terms:

-paying the price of laboratory test per the agreed amount against to submit the invoice from the supplier in amount of the desert value after ending each (3) months in addition to state the name of the required months to paid on that payment must be (100 %) from the amount of the invoice don't paid except by notification from kimadia.

-Commercial invoice issued by the beneficiary and certified by authorized from that side must be dated and certified by authorized by the Ministry of Health.

-Note: payment with U.S.A dollar or Iraqi dinar and the desire of the supplier.

37- The L/C should be by irrevocable documentary credit and it is not conformed, the beneficiary can make the L/C conformed and he will bear all charges of conformation with approval of two contracting parties and should be mentioned in his offer, Crediting period is calculated from the reporting of correspondent bank (Bank of the second party) depending by the sending bank (bank of the first party) for the purposes of calculating the shipping time and the imposition of delay penalties.

38- concerning the activity of L/C will be considered from the date of announcement for supplier and the supplier will responsible to comply with the period of supplying from the date of announcement ...unless the supplier did not announced for causes out of his will and the will of correspondent bank for supplier .in this case the date of announce him with L/C or amendments which occur on L/C opening according to letter issued from our company to bank which open the L/C is the considered date for shipping .

39- non perform the amendments on L/C after announce the supplier and the date of announcement regards the adopted date for counting the shipments period except the mentioned cases in article (38).

40- Clarify the name of account owner with account no. and other information and the name of account owner must be complying with the name of signed company.

41- All shipment must include commercial invoices and packing list from contractor.

42- In case the item failed in the analysis as verified by our national center for medicine control & research or any concerned party & the company agreed for compensation so administrative charges will be added equal to 15% from the total value of failed item & a delay Penalty in case the company not shipped the compensation item within the agreed period in the contract and with the agreed percentage.

43- The Seller should stamp the phrase (failed, not for human consumption, MOH-Kim)
On the total failed in analysis or in comply with specification on seller account

44-Pallets should be with the following dimension in order to facilitate our work.

* Length 1200 M.M

* Width 1000 M.M

* Height 1000 M.M (Including the height of pallet based)

* And weight of each pallet should be not more than 800 kilo

45-the supplier has to compensate the exp items in ministry of health warehouses at ratio 100%.

46-the goods which expiry and failed is subject to compensation by the seller (supplier). In case the reason of qty expiry and failed is technical belong to supplier it must be compensate 100%with 20%administrative charges.

47- Performance bond:

It as guarantee letter should be submitted after awarding and before signing the contract ,equal to 5% from the awarding amount and extended automatically until all the contract requirement will be completed successfully and should not be cancelled until you receive a notification from kimadia, on condition submitting commitment with the offer in this respect.

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

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

- 50-** the submitting of performance bond should be attached with letter of legalized issuing (private and secret) send to Kimadia by the bank who issued the bond which is not conditional and for the favor of (Kimadia). And Kimadia has the right to extend or confiscate the performance bond if required to do so, without objection of correspondents or suppliers and with the first written claim.
- 51-** The companies & scientific bureaus should take in consideration the following when issued the performance bond:-
- a- The letters of guarantee should be issued by name of company which signed the contract exclusively.
 - b- You should confirm the availability of contract no. at letter of guarantee.
 - c- The amount (no. & written) should be mentioned.
 - d- You should mention the following article in letter of guarantee (this bond subject and explain in all matters according to the Iraqi laws).
 - e- The letter of guarantee should be financially covered by the bank.
 - f- Any letter of guarantee will not be received unless attached with formal letter issuing from the bank who issued the bond and with the signature of department manager in bank or who represents him.
 - g- the letter of guarantee should be by (Arabic & English) and the Arabic language is the one to rely upon when having any dispute.
 - h- should be valid for one year from date of issuing should be not direct or conditional.
 - i- in case of the suppliers unacceptance to make the amendments or extensions on the performance bond or will be a breach of supplier, the amount of bond will be confiscated and deposit it at the account of our company.
 - j- The letters of guarantee will not be received from the following banks (Ithad/Elaf/Amerald/through Iraq /and all branches of foreign banks which work at Iraq) as it is unacceptable by us and the bonds which issued from the branches of banks at governorates will not be accepted.
- 52-** The contract should be arranged in Arabic and English language and the Arabic language is workable in case of any discrepancy may happen between the two parties except some of the technical terms which can not be translated to Arabic language.
- 53-** Certificate of origin is required it should certify that the goods are wholly produced or manufactured in the country of origin.
- 54-** First party should be furnished with items stated per attached list according to international standard specifications and announced conditions which agreed upon the qty () according to prices which stated per each article.
- 55-** Receiving the supplied items upon their arrival to Kimadia stores and the insurance of it (CIP) and not free from this obligation till organizing the report of the fundamentalist dump in the place of delivery agreed upon.
- 56-** Receiving items will never be considered as confirmation for compliance to the specification and technical conditions but it will rely on the results of laboratory tests issued by labs. of Iraqi public health (National Center for control and medical research, Central Health Laboratory). After issuing the acceptance and testing decision by the central committee which formed for that, and not only the result of analysis lab.
- 57-** To be furnished second party with official letters which relative to contract execution and first party will never be responsible about the results of these correspondences.
- 58-** The second part has no right to relinquish from contract or transfer to another person whatever the reasons.
- 59-** Governmental contracting side has the right to cancel the tender without the compensation of tender's applicant and the price of the tender document can be sent back only.
- 60-** The applicant of tenders can't delete any article from the terms of tender document or perform any amendment which kind it was.
- 61-** The employees of government and public sector should not be participating in tenders directly or indirectly.
- 62-** The applicant should state their web site in the tenders documents email, the name and address of the person who is responsible for pursue the inquiries against the tenders.
- 63-** Attached in closing the same works if its exist indicated from contracting parties.
- 64-** The bidder has the right which previously has been participating in the tender submit the prior purchase receipt together with tender documents, in case there is amendment in the price of the tender documents the bidder will bear the differences of the price between two prices.
- 65-** The bidders should be indicated the name and the address of the authorized person for signing the contract and the reliable authorization documents according to the workable sequences provided that it should be valid upon contracting and issued before signing the contract not more than three months.

66- The contracting side should take the following procedure in their consideration upon contract extension:-

- 1- The supplier should execute the contract articles within the period agreed upon .which should be specified upon signing the contract or in any date indicated in the contracting condition as well as .the following reasons should be noticed upon contracts extension.
 - A- If any increment or change occurred in the work for different contracting works or the required qty to be supplied (qualitative, quantitative) which may effect on executing program has been agreed upon and can't be completed within the specified period according to original contract .
 - B- If the delay for executing the contract related to reasons or procedure for contracting side or any side which has been authorized legally or for any reason which related to another contracting used by contracting side (the work owner).
 - C- If an exceptionable condition have occurred after contracting out of contractors hand which can't be avoided or expected upon contracting which cause delay in completing the works or supplying the required items according to the contract
- 2- The rules of this articles should be applied, that the supplier should submit written request for contracting side or any party which has been authorized, within 15 days for supplying contract which will be started from the date of the reason arise which accordingly, the amendment has been requested which indicating the accurate and complete detail for any request to extend the period. The contracting side must check the request and advising its response within period not more than 15days in all contract kinds, which start from receiving date of request and there are no request can be accepted after issuing the initial receiving certificates state per contact conditions.

67- The participant has no right to object of any condition of the tender condition.

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

69- The bidder will bear the announcement charges

70- To choose the best offer should be depend on preferred standards as follow:

- technical specification
- after sales services
- business of similar statement that are supported by the compotent authorities
- the accomplish work to the related field
- the time line to execute the contract
- the size of income and profit in the last three years
- the kind of commerecial sales and supplying method
- the delivery point for the supplied material
- the manufacture source (nationality)
- all the operational materials and spare for the operational work of the good

The bidders should submit the following:

a- The financial and technical qualifications.

b-The size of annual obligations including the contractual contracts with advanced countries in supplying its same products.

71-The text on the proprietary own the designs and maps and specifications.

72-Asking to submit the programmer of required work.

73 - Method of transport CIP Baghdad (specify the way by truck ,air, sea) to the warehouses of kimadia at Baghdad by cooled trucks via a port (specify a port to reach the good) on condition that the seller should supply the concerned department (credit dep. ,clearance dep. And the importing dep. Which specialize with details of any shipment containing: (quantity , kind, amount and entry point) and not least (30) days of its reached to the boarder port .

- Any amount arranged on 2nd party raised from any breach of contractual obligations the 1st party has the right to ask that in specialist court and to cancel the contract if his aim done .

Special condition

- 1- Participants in the quotation should be registered in the Iraqi M.O.H. To submit the following certificates in case of its availability for the awarded materials: FDA, CE, HPB, and MOH the seller should submit pre-shipment inspection certificate with the shipment document issued from the international dependable companies ... (SGS (Switzerland), bureau Verits (France)) and its charges will be on supplier account.
- 2- Clearly submitted without rubbing or scratching & to include total price.
 - A- The price per unit means price per kit, test, tablets, ampoule, vial, bottle, tube etc.

- B- Quoted should be (net), without any bonus goods or discounts.
- C- To be quoted on CIP Baghdad basis in US. Dollar.
- D- The price should be mentioned in (figures and letters) in hard & papered offer copy and if there are discrepancies then depended on price writing as a number in the disk. Prices:-
- E- Total price should be mentioned in the offer (on offer number and writing), the priced offer should be signed and stamped (the signature and the stamp should be graphic (hand writing signature))
- F- If there is a clause or clauses not fixed its price in tender in this case the cost of the clause is considered for qty. schedule which stated on each are included by other prices of clauses for supplier
- 3- Offers evaluation depend on: quality, price, delivery, past performance.
 - Shelf life of each item should be mentioned.
 - Origin of raw materials should be mentioned.
 - 4- in case the second party does not complain with his applications which states in contract with first party so the first party he has the right to impose administrative charges.
 - 5- Quotations have to be delivered in the same format as request for tender in disk, CD & hardcopy (draft from CD or Disk) originally signed and stamped all its paper and all the information should be compatible, Kimadia has the right to neglect the offer if we notice any difference between them
 - 6- The order is to be supplied in limited number of batches and quantity of each batch must be mentioned in the invoices together with manufacture & expire date.
 - 7- Goods not sold out from ministry of health stores after the date of expiration is subjected to be compensated 100% by the supplier with administrative charge
 - 8- Mention the name ,administrative position and original authorization to authorization who will sign the contract mention the name ,administrative position and original authorization to authorization who will sign the contract
 - 9- Kimadia has the right to send sample to national center for medicine control & research. For test and evaluation and their results are reliable.
 - 10- Any item or quantity that fails in analysis as verified by our national center for medicine control & research is to be compensated by the manufacturer
 - 11- In case the contracting co. does not full its contractual commitment the contract will be revoked spontaneously (automatically) without the need to issue a legal judgment and after a warning (ultimatum) the second party to remove the discrepancy within a period of 45) days from date of issuance.
 - 12- Kimadia has the right to neglect the presented offer, in case the offered information are not complete, i.e. company information and vaccine information, according to the invitation conditions, as well as the information in your offer if not applicable with the stated information in the request quotation also in case the CD or disk not working , empty and can not be opened.
 - 13- When substantial discrepancies incurred between the paper offer and the disk our company (Kimadia) has the right to neglect the offer and to rely upon the paper offer in case of the availability of simple discrepancies.
 - 14- The seller must compensate the failed in analysis & the expire items for the technical reasons belong to the supplier at ratio of 100% with 20% administrative costs from the all failed & expired Qty and we will impose delay penalty if you don't dispatch compensation Qty at the same period & ratio which its agreement in the contract.
 - 15- MOH – Iraq to be printed on the inner & outer pack of each item
 - 16- National code must be printed on the external box for whole quantity and also in the commercial invoice
 - 17- The seller must write the name of the manufacturing Company and the country of origin on the inner and outside package
 - 18- Printing of the batch number – date of manufacturing and expiry – method of the (Injection only) on the external and internal package for the material and in English Language
 - 19- Consignments should be marked with order number & national code and each consignment contains a copy of the packing list and all necessary commercial documents otherwise it will be neglected.
 - 20- All shipment must include commercial invoices and packing list from contractor.
 - 21- The supplier should remove any materials which are failed in our labs or any damage within (45) days from the date of issuing the decision of refusing the materials to and if the supplier can not put an end through exact time as above mention will regard cedar about all his rights .
 - 22- Allowing to the bidder who is previously participated in the repeated bid through submitting previous purchasing receipt with the documents of.

- 23- Item should be fresh manufactured batches, not more than (6) months old upon arrival to our warehouse for item with (36) months or more shelf life and not more than (4) months old upon arrival to our warehouses for item with (23-35) months and not more than (3) months old for items with (24) months shelf life and not more (2) months old upon arrival to our warehouses for item with (13-23) months and for item one year or less shelf life not less than 90% validity left on arrival.
- 24- The non performance of any change in the contract only with the approval of the parties otherwise legal procedures will be taken or imposing penalty as retributive condition at ratio not less than 1% and not exceeding 5% from the value of dispatched quantity for the arrival item which not comply with our contracting condition that the change does not include the origin of goods.
25. In case of the contracted company hiding necessary information which has been informed by the ministry, a procedure which mentioned in above article (24) will be taken.
- 26- Provide each laboratory barcode system used in the coding models.
- 27- The requirements of the laboratories covered by the project and according to the statements confirmed by the health departments must be rehabilitated, presented and provided.
- 28 - You can check the laboratory division to view and take copies of the engineering statements for the rehabilitation of laboratories.
- 29 - Companies must make special offers to each health department containing all solutions and equipment required.
30. Implementing companies shall undertake the proper operation of laboratory equipment such as providing water treatment systems if required.
- 31- In the health institutions that do not need rehabilitation, the rehabilitation amount of \$ 0.2 will be deducted from the price of each examination.
32. Companies are required to provide Internal Quality Control Programs (IQ.C) daily to ensure accurate examination results.

Legally conditions for tenders:

First term:

1. *The date of submitting offers will on DD 19 /9 /2017 in the ministry of health the state company for marketing drug and medical appliances.*
2. *The date of tender document in sixth floor on the state company for marketing drug and medical appliances.*
3. *kimadia web site is www.kimadia.iq.net and the email dg@kimadia.iq*
4. *The offer should contain the same affairs if it available and these affairs must be supported from the contractual side.*
5. *The date opening date in 13 / 9 /2017at (nine) o'clock in sixth floor on the state company for marketing drug and medical appliances.*
6. *To request from the presents offer introduce program work.*
7. *The date of conference convening on (before on week from the closing data).*
8. *To submit a certificate of yr. company.*
9. *Kimadia is not committed to accept lowest tenders.*
10. *Kimadia can revoke the bid without compensation the bidders and return the cost of purchasing integers with the documents of bid only.*
11. *The price must be putting in number and written.*
12. *The bidder non scratch any item from the item of bids documents or makes any modification init whatever it is specified.*
13. *Non permit of governments y participating in bids in direct or in direct way.*
14. *The offer must mention Web. Site in their do comments (tenders) and E-mail, Name and address of supervisor who in following up all in queried which are including these tenders.*
15. *The period of item the for publicity of bid (21 days) and if the closing date was official holiday day the closing date will be the first day of the official job after the holiday day.*
16. *The cost of document of tender is irrevocable.*
17. *To appear the qualifications of technical system and full timer specialist part timer who worked in their company.*
18. *Calculation the prices of all tenders at unified bases.*
19. *The offer must mention names and address of agents who will sign the contracts and adopted company station documents according to the implicated instructions which should be valid on contracting& before signing the contract at a period not exceeding three months.*

Second term:

A-the primary insurance (bid bond) for the tender's applicant will not be accepted unless they are inform of guarantee letter or legalize check OR SVTJH.

B-The tender's applicant should submit primary insurance which amounting 1% from the tender value in condition that it should issued by reliable bank at Iraq according to publication

Which the central bank has issued it indicating financial efficiency for bank.

C- Bid bond should submit by the bidder or any of the share holders of the company or companies participate under contract for the benefit of contracting party and include a reference to the name and number of tender

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

(third term):

You should adopt the following notes for arriving to best tender:

1. *the two items (3,4)from second clause*
2. *The finance qualification through presenting the final accounting which verified by legal a counter to last year.*
3. *The volume of financial obligations through the year.*
4. *The ability of obligation with date of execution and delivery.*
5. *Available the qualification and technical ability for executing the contract (technical staff and specialist equipments).*
6. *Confirmation with executing works and issued from contractual sides.*

Fourth term:

- A. If refrained bidder for the contract after notification of the assignment right track following actions:
- Carry out the work at his own expense without the need for a warning or take any other legal action.
 - Assignment of bidding on a second candidate if this is in the public interest.
 - The price difference between downloading of two awarding if any.
 - In the case of renegeing candidates first and second the contractual party contract hauling bidder bidding on the third and bears two breaches first and second teams as teams and allowances amounts for the nomination for them.
 - In the event of renegeing third candidate bears two breaches bidders three teams the difference of prices according to the price submitted.
 - Applied to the bidders breaches procedures set forth above in the event during the period of force to withdraw from bidding for the tender.
- B. Prejudice after signing the contract:
- In the case of breach of the supplier of goods and services or the Advisory its contractual obligations At the point of hiring his warning officially and when there is no response are implementing the commitments crowbar out on his account, according to one of the methods stipulated in Article (3) of the Implementing Regulations of contracts No. 2 of 2014, when provided the conditions their own and bear crowbar contracted to pay compensation for the damages suffered by the third party because of this breach of contract, according to Iraqi laws.

Fifth term:-

- *Companies will be black listed for a period time not exceeding two years upon the following cases will be approved :-*
1. *the Dealing with the foreign boycott companies*
 2. *When a bribery be approved or commence to bribe one of the official employees or to connive with him.*
 3. *When there is a forgery in the offer or any other tender documents.*
 4. *When false information regarding the awarding work is submitted and such information which cause damage for the public benefit.*
 5. *When there is non compliance with supplying conditions or technical specification which agreed upon or not compensating the supplying items in non compliance with the specification .*
 6. *In case there is non obligation with the professional decency by taking the ways of illegal competition.*
 7. *When the seller insists not to sign the contract after being notified with the warded quotation.*
 8. *Finishing the work because the lagging of execute the bargain or his breach with contractual commitments.*

Sixth term:

We depend on standards below in order to choose best tenders:

- 1- *Technical specifications.*
- 2- *after sale services.*
- 3-*the similar works issued &supported by special applicant.*
- 4-*acheivements works in the same specialist.*
- 5-*the period concerning to execute the contract.*
- 6-*the size of revenues &revenues (funds) through the last 3 years.*
- 7-*the kind of commercial sale &the style of supplying.*
- 8-*the place of delivery for supplying goods.*
- 9-*the original.*
- 10-*All operated items &spear items for operating work per the goods.*

NOTE:

Kindly requested to fill the following from under below shown and submitting with yr offer.

(The Offer's form)

Date _____

Bid no. _____

To/ Name and address of work owner

The inv. No _____

We are signers here under confirm the following:-

We confirm that we have studied and checked the offer's documents and there is no any reservation about it from our side.

We present our offer for executing and supplying the items which subsequent stated according to what mentioned in the document of offer _____.

The total price of offer amounting _____.

The deductions in our offer and method it appliance as the following _____.

Our offer is valid for _____ days from closing date of the tender and we still obliged to it and accepted it till its' expiry date .

In case of acceptance our offer we under take to present the performance bond mentioned in documents of offer and attendance to sign the contract according to specific signatures. In case the presenter fail to present the performance bond mentioned above or sign the contract ,then the presenter should cancel the awarding and confiscate the performance bond and the violated bidder will bear all legal consequences.

After all that Kimadia has the right to award the contract to second nominee which his offer basicly accepted and KIMADIA has the convention of having equalifications to execute the contract by satisfied way .

We undertake with not issuing any decision with putting us in black list or any one from our subcontractors or our suppliers to any part of contract.

And we undertake with taking all procedures to ensure that any one of our employees or any one work for us will not do any bribery actions.

Name of offer's presenter : _____ Position job _____

Signature _____

Name of authorized person to sign the offer on behalf _____

Date: _____ Day _____ Month _____ Year _____