

KURDISTAN REGIONAL GOVERNMENT

Ministry of Planning

Standard Bidding Documents

for

Procurement of Goods

Bidding Documents

Issued on : ……………………………………..

for

Procurement of Goods

*[Insert Description of Goods]*

……………………………………………………………………………………….

……………………………………………………………………………………….

Tender Number: *[Insert Tender Identification Number]*

Project: *[Insert Name of the Project, if applicable]*

Contracting Authority: *[Insert Name of the Contracting Authority]*

Standard Bidding Documents for Procurement of Goods

# Contents

Part 1 – Bidding Procedures: Includes following sections:

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

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contracts. Section I contains provisions that are to be used without modification.

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

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

**Section III: Evaluation and Qualification Criteria**

This Section specifies the criteria to be used to determine the lowest evaluated bid, the extent of compliance with specifications and substantial responsiveness to conditions, and the Bidder’s qualification requirements to perform the contract.

**Section IV. Bidding Forms**

This Section includes the forms for the Bid Submission, Price Schedules, and Bid Security or Bid-Securing Declaration to be submitted with the Bid.

Part 2 – Supply Requirements: Includes following sections:

**Section V: Schedule of Requirements**

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

Part 3: Contract: Includes following sections:

**Section VI: General Conditions of Contract (GCC)**

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

Section VII: Special Conditions of Contract (SCC)

This Section includes clauses specific to each contract that modify or supplement Section (VI), General Conditions of Contract.

Section IX. Contract Forms

This Section includes the forms for the Letter of Acceptance and Contract Agreement, which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

**Attachment: Invitation for Bids**

Part 1

Bidding Procedures

Section I: Instructions to Bidders

# Table of Contents

A. General Provisions 1

1. Scope of Bid 1

2. Fraud and Corruption 1

3. Bidders Eligibility Requirements 2

4. Goods and Related Services Eligibility Requirements 2

B. Contents of Bidding Documents 2

5. Sections of Bidding Documents 2

6. Clarification of Bidding Documents 3

7. Amendment of Bidding Documents 3

C. Preparation of Bids 4

8. Cost of bidding 4

9. Language of Bid 4

10. Documents Compromising the Bid 4

11. Bid Submission Letter and Price Schedules 4

12. Alternative Bids 5

13. Bid Prices and Discounts 5

14. Currency of Bids 6

15. Documents Establishing the Eligibility of the Bidder 6

16. Documents Establishing the Eligibility of Goods and Related Services 6

17. Documents Establishing the Conformity of the Goods and Related Services 6

18. Documents Establishing the Qualifications of the Bidder 7

19. Period of Validity of Bids 7

20. Bid Security 8

21. Format and Signing of Bid 8

D. Submission and Opening of Bids 9

22. Submission, Sealing, and Marking of Bids 9

23. Deadline for Submission of Bids 9

24. Late Bids 10

25. Withdrawal, Substitution, and Modification of Bids 10

26. Bid Opening 10

E. Evaluation and Comparison of Bids 11

27. Confidentiality 11

28. Clarification of Bids 11

29. Deviations, Reservations and Omissions 12

30. Responsiveness of Bids 12

31. Non conformities, Errors, and Omissions 12

32. Correction of Arithmetical Errors 13

33. Conversion to Single Currency 13

34. Domestic Preference 13

35. Evaluation of Bids 13

36. Comparison of Bids 14

37. Post-qualification of the Bidder 15

38. Contracting Authority’s Right to Accept Any Bid, and to Reject Any or All Bids 15

F. Award of Contract 15

39. Award Criteria 15

40. Contracting Authority’s Right to Vary Quantities at Time of Award 16

41. Notification of Award 16

42. Performance Security 17

43. Signing of Contract 17

Section I: Instructions to Bidders

# General Provisions

## 1. Scope of Bid

1.1 The Contacting Authority **specified in the BDS**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this Tender are **specified in the** **BDS**. The name, identification, and number of lots, in case supply of goods is divided into lots, are also **specified in the BDS**.

1.2 Throughout these Bidding Documents:

(a) the term “written” or “in writing” means any worded or numbered expression that can be read, reproduced and later communicated. It may include electronically transmitted and stored information;

(b) if the context so requires, “singular” means “plural” and vice versa; and

(c) “day” means calendar day

## 2. Fraud and Corruption

2.1 The Contracting Authority requires that bidders and contractors observe the highest standard of ethics during Supply process and implementation of the contract. In pursuit of this policy, the Contracting Authority:

1. uses the definitions included in paragraphs (16) to (20) of Article (1) of the Public Procurement Regulation number (2) of (2016);
2. has the right to reject a recommendation for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt or fraudulent practices in competing for the Contract in question;
3. has the right to sanction a firm or individual, including declaring them ineligible to participate in public procurements in accordance with debarment procedures, if it at any time determines that they have, directly or through an agent, engaged, in corrupt or fraudulent practices in competing for, or in executing, a contacting authority-financed contract; and
4. has the right to require that a provision be included in Bidding Documents and in contracts financed by the Contracting Authority, requiring bidders, suppliers, contractors and consultants to permit the Contracting Authority to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Contracting Authority.

2.2 Furthermore, Bidders shall examine the respective obligations stipulated in para 3 (a) of Clause (35.1) of the General Conditions of Contract.

## 3. Bidders Eligibility Requirements

3.1Bidder shall meet the eligibility requirements stated in article (8) of the Public Procurement Regulation Number (2) of (2016).

3.2 Bidders should prove their continuous eligibility in accordance with the Contracting Authority requirements.

3.3 The Directorate of Public Contracts at the Ministry of Planning shall publish a list of bidders debarred from participation in public procurements, on the single-portal procurement website **specified in the BDS**.

## 4. Goods and Related Services Eligibility Requirements

4.1 All the Goods and Related Services to be supplied under the Contract shall be from eligible countries (origins).

4.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

4.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

# B. Contents of Bidding Documents

## 5. Sections of Bidding Documents

5.1 The Bidding Documents consist of three Parts, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB 7.

**Part 1 Bidding Procedures**

* Section I: Instructions to Bidders (ITB)
* Section II: Bidding Data Sheet (BDS)
* Section III: Evaluation and Qualification Criteria
* Section IV: Bidding Forms

**Part 2 Supply Requirement**

* Section V: Schedule of Requirements

**Part 3 Contract**

* Section VI: General Conditions of Contract (GCC)
* Section VII: Special Conditions of Contract (SCC)
* Section VIII: Contract Forms

5.2 The Invitation for Bids issued by the Contracting Authority is not part of the Bidding Documents.

5.3 The bid is required to be submitted by the same Bidder provided with the Bidding Documents by Contracting Authority.

5.4 The Bidder is expected to examine all instructions, forms, terms, and specifications included in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

## 6. Clarification of Bidding Documents

6.1A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Contracting Authority in writing at the Contracting Authority’s address **specified in the** **BDS**. The Contracting Authority shall respond in writing to any request, received prior to the date **specified in the BDS**, for clarification. The Contracting Authority shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Contacting Authority deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 7 and ITB 23.2.

## 7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Contracting Authority may amend the Bidding Documents by issuing addendum.

7.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Contracting Authority.

7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Contracting Authority may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 23.2.

# C. Preparation of Bids

## 8. Cost of bidding

8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid.

## 9. Language of Bid

9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Contracting Authority, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

## 10. Documents Compromising the Bid

10.1 The Bid shall comprise the following:

(a) Bid Submission Letter filled in accordance with ITB 11;

(b) Price Schedules, in accordance with ITB 11, 13, and 14;

(c) Bid Security or Bid-Securing Declaration, in accordance with ITB 20;

(d) Written confirmation, certified by Notary, authorizing the signatory of the Bid, in accordance with ITB 21;

(e) Documentary evidence establishing the Bidder’s, and all parties constituting the Bidder, eligibility to bid, in accordance with ITB 15;

(f) Documentary evidence that the Goods and Related Services to be supplied by the Bidder are of eligible origin(s), in accordance with ITB 16;

(g) Documentary evidence that the Goods and Related Services conform to the Bidding Documents, in accordance with ITB 17 and 37;

(h) Documentary evidence in accordance with ITB 18 establishing the Bidder’s qualifications to perform the contract if its bid is accepted; and

(i) any other document **specified in the BDS**.

10.2 In addition to the requirements stated in ITB 10.1, bids submitted by a Joint Venture (JV) shall include a notarized JV agreement or a letter, signed by all partners declaring intent to execute a Joint Venture Agreement in the event of a successful bid, together with a copy of the proposed Agreement.

## 11. Bid Submission Letter and Price Schedules

11.1 The Bidder shall submit the Bid Submission Letter using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section (IV), Bidding Forms.

## 12. Alternative Bids

12.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

## 13. Bid Prices and Discounts

13.1 The prices and discounts quoted by the Bidder in the Bid Submission Letter and in the Price Schedules shall conform to the requirements specified below, and shall be inclusive of taxes, custom fees and any additional expenses associated with the transportation of the goods to the final destination **specified in the BDS**.

13.2All items of goods and services must be listed and priced separately in the Price Schedules.

13.3 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Letter.

13.4 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise **specified in the** **BDS.**

13.5 If so indicated in ITB 1.1 , bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise **specified in the** **BDS,** prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB 13.3 provided the bids for all lots are submitted and opened at the same time.

13.6 The terms DDP, C&F, CIP, EXW and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as **specified in the BDS**.

13.7 Prices shall be quoted as specified in the Price Schedules furnished in Section IV, Bidding Forms. The dis-aggregation of price components is required only for the purpose of facilitating comparison between bids by the Contracting Authority. Prices should be quoted in the following manner:

1. For Goods manufactured in Iraq:
2. Goods price (EXP), including all taxes and custom duties already paid or payable on all components and raw materials used in the manufacture or assembly of the Goods.
3. Other taxes and fees which will be payable on the Goods if the Contract is awarded to Bidder.
4. Domestic transportation, insurance and other local services required to convey the Goods to the final destination specified in ITB 13.1.
5. ForGoods manufactured outside Iraq:
6. Goods price in accordance with the term **specified in the BDS** to the destination in Kurdistan Region which is **specified in the BDS.**
7. Domestic transportation, insurance and other local services required to convey the Goods from the location identified in para 2(a) above to the final destination specified in the ITB 13.1.
8. Other taxes and fees which will be payable on the Goods if the Contract is awarded to Bidder.
9. If BDS requires that prices be quoted on DDP basis, prices shall include custom duties and other import taxes already paid or payable on the Goods.
10. For Related Services, other than domestic transportation and other services required to convey the Goods to the final destination (Project Site), whenever such Related Services are listed in the Schedule of Requirements, price of each item comprising Related Services (inclusive of applicable taxes)shall be quoted separately.

##  14. Currency of Bids

14.1 Prices shall be quoted in the currency **specified in the BDS**.

## 15. Documents Establishing the Eligibility of the Bidder

15.1 To establish their eligibility in accordance with ITB 3, Bidders shall complete the Bid Submission Letter, included in Section (IV), Bidding Forms.

## 16. Documents Establishing the Eligibility of Goods and Related Services

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 4, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section (IV), Bidding Forms.

## 17. Documents Establishing the Conformity of the Goods and Related Services

17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section (VI), Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS.**

17.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Contracting Authority in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Contracting Authority’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

## 18. Documents Establishing the Qualifications of the Bidder

18.1 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Contracting Authority’s satisfaction:

(a) That if **required in the BDS**, a Bidder that does not manufacture, or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section (IV), Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Kurdistan Region.

(b) That, if **required in the BDS**, in case of a Bidder not doing business within Kurdistan Region, the Bidder is represented by an Agent in Kurdistan Region equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications, if awarded the contract; and

(c) That the Bidder meets each of the qualification criterion specified in Section (III), Evaluation and Qualification Criteria.

## 19. Period of Validity of Bids

19.1 Bids shall remain valid for the period **specified in the** **BDS** after the bid submission deadline date prescribed by the Contracting Authority in accordance with ITB 23.1. A bid valid for a shorter period shall be rejected as non-responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Contracting Authority may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

## 20. Bid Security

20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration as **specified in the** **BDS**.

20.2 The Bid-Securing Declaration should be furnished in accordance with Form included in Section (IV) – Bidding Forms, certified by the legal department of Contracting Authority or by the notary.

20.3 The Bid Security, if required in accordance to ITB20.1, shall be in the amount and currency **specified in the BDS**, and shall:

(a) be furnished in the form of either a certified check or a bank guarantee.

(b) be issued by an authorized bank in Kurdistan Region selected by the bidder or a foreign bank (not operating in Iraq) recognized by the Central Bank of Kurdistan Region;

(c) be substantially in accordance with one of the forms of Bid Security included in Section (IV), Bidding Forms, or other form approved by the Contracting Authority prior to bid submission;

(d) be unconditional, irrevocable and payable promptly upon written demand by the Contracting Authority under one or more of the conditions listed in ITB 20.6;

(e) be submitted in its original form; copies will not be accepted;

(f) remain valid for a period of (28) days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 19.2.

20.4 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1, shall be rejected as non-responsive.

20.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible after contract award , except for the three nominated bidders, pursuant to ITB 41.6.

20.6 The Bid Security shall be forfeited, or debarment applied in accordance with the Bid-Securing Declaration, preventing the bidder from participating in public procurement in Kurdistan Region for the period **specified in the** **BDS**, if the successful Bidder fails to:

(a) furnish a Performance Security in accordance with ITB 42; or

(b) sign the Contract in accordance with ITB 43

20.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners.

## 21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 10 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 Alternative Bids, if any and if permitted in accordance with ITB 12, should be furnished and marked it “ALTERNATIVE BID” as described in ITB 21.1.

21.3 The original and all copies of the bid shall be typed or written in indelible ink and shall be stamped and signed by a person duly authorized to sign on behalf of the Bidder as certified to by a Notary Public.

21.4 Any interlineation, erasures, or overwriting shall be valid only if they are signed by the person authorized for signing the Bid and stamped.

21.5 Bids submitted by a JV should be signed by the authorized person representing JV in accordance with authorization letter signed by legal representatives of the JV members, to be legally binding to all JV members.

# D. Submission and Opening of Bids

## 22. Submission, Sealing, and Marking of Bids

22.1 The original and copies of Bids, and alternative bids, if permitted in accordance with the ITB 12, shall be submitted in separate envelopes clearly marked “ORIGINAL” or “COPY” declaring the content. Those envelops shall be placed in one envelope. The subsequent procedures shall be in accordance with ITB 22.2 and 22.3.

22.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Contracting Authority in accordance with ITB 23.1;

(c) bear the specific identification of this public tender indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 26.1.

22.3 If any envelope is not sealed and marked as required, the Contracting Authority will assume no responsibility for the misplacement or premature opening of the bid.

## 23. Deadline for Submission of Bids

23.1 Bids must be received by the Contracting Authority at the address, and no later than the date and time, **specified in the BDS**. Bidders may submit their bids in hand, registered mail or by electronic means, if **specified in the BDS**. In which case, Bidders shall follow the procedures for electronic submission of bids, **specified in the BDS**.

23.2 The Contracting Authority may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 7, in which case all rights and obligations of the Contracting Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 24. Late Bids

24.1 The Contracting Authority shall not consider any bid that arrives after the deadline for submission of bids, specified in accordance with ITB Clause 23. Any bid received by the Contracting Authority after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

## 25. Withdrawal, Substitution, and Modification of Bids

25.1 A Bidder may withdraw or modify its Bid after it has been submitted by sending a written notice duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.3. All notices must be:

1. submitted in accordance with ITB 21 and 22; and
2. received by the Contracting Authority prior to the deadline for submission of bids, specified pursuant to ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB 25.1, shall be returned unopened to the respective Bidders after bid opening.

25.3 No bid may be withdrawn or modified in the period between the deadline for submission of bids and the date of expiry of bid validity, specified in the Bid Submission Letter, or any extension thereof, to which the Bidder has agreed.

## 26. Bid Opening

26.1 Subject to ITB 24 and 25, the Contracting Authority shall conduct the bid opening in public at the address, date and time **specified in the BD** in the presence of Bidders’ representatives who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as **specified in the BDS**.

26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers if permitted; the presence of a Bid Security or Bid-Securing Declaration, ; and any other details as the Contracting Authority may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB 24.1. The Bid Opening Committee shall stamp all bid papers and the head of committee shall sign Bid Submission Letter and Price Schedule.

26.4 The Bid Opening Committee shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal or modification; the Bid Price, per lot if applicable, including any discounts, and alternative bids if they are permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, whichever was required. The Bidders’ representatives who are present shall be requested to sign the record if feasible. The Contracting Authority shall publish the record on its advertisement board and shall advertise the record data on the single-portal procurement website.

# E. Evaluation and Comparison of Bids

## 27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until results are formally communicated in the Notification of Award.

27.2 Any effort by a Bidder to influence the Evaluation Committee in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB -27.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Contracting Authority on any matter related to the bidding process, it should do so in writing.

## 28. Clarification of Bids

28.1 To assist in the examination, evaluation and comparison of the bids, the Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Evaluation Committee shall not be considered. The Evaluation Committee’s request for clarification and the response shall be in writing. No change the prices or substance of the Bid shall be sought, offered, or permitted., except to for the purpose of the correction of arithmetic errors discovered by the Evaluation Committee in the Evaluation process of the bids, in accordance with ITB Clause (32).

## 29. Deviations, Reservations and Omissions

29.1 During the evaluation of bids, the following definitions apply:

1. “Deviation” is a departure from the requirements specified in the Bidding Documents.
2. “Reservation” is the setting of conditions which limit the acceptance of all requirements specified in the Bidding Documents.
3. “Omission” is failure to submit a part or all of the information and documents required in Bidding Documents.

## 30. Responsiveness of Bids

30.1 The Evaluation Committee’s determination of a bid’s substantial responsiveness is to be based on the contents of the bid itself, as defined ITB 10.

30.2 A substantially responsive Bid is one that conforms to all terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

1. If accepted, would:
2. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
3. limit in any substantial way, inconsistent with the Bidding Documents, the Contracting Authority’s rights or the Bidder’s obligations under the Contract.

(b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

30.3 The Evaluation Committee shall evaluate technical aspects of the bid in accordance with the ITB 17 and 18, in particular to confirm that all requirements of Section (VII), Schedule of Requirements have been met without material deviation, reservation, or omission.

30.3 If a Bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Evaluation Committee and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## 31. Non conformities, Errors, and Omissions

31.1 Provided that a Bid is substantially responsive, the Evaluation Committee may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.

31.2 Provided that a Bid is substantially responsive, the Evaluation Committee may request that the Bidder submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the Bid Price. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that a Bid is substantially responsive, the Evaluation Committee shall correct quantifiable nonmaterial nonconformities related to the Bid Price. For this purpose, bid price shall be adjusted, for comparison purposes only, to reflect the price of the unpriced or nonconforming item.

## 32. Correction of Arithmetical Errors

32.1 Provided that a Bid is substantially responsive, the Evaluation Committee shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Evaluation Committee there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

## 33. Conversion to Single Currency

33.1 For evaluation and comparison purposes the Evaluation Committee shall convert all bid prices expressed in various currencies into the single currency **specified in the BDS**.

## 34. Domestic Preference

34.1 No preference shall be given to Goods produced or assembled in Kurdistan Region, unless otherwise **specified in the BDS**.

## 35. Evaluation of Bids

35.1 To evaluate a Bid, the Evaluation Committee shall only use all the factors, methodologies and criteria defined in this Clause. No other criteria or methodology shall be permitted.

35.2 To evaluate a Bid, the Evaluation Committee shall consider the following:

(a) evaluation shall be for items or lots, as **specified in the BDS** and the Bid Price as quoted in accordance with ITB 13;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;

(c) price adjustment due to discounts offered by bidders in accordance with 13.3;

(d) Converting the amount resulting from the application of (a) to (c) above, if relevant, into a single currency in accordance with ITB 33.

(e) adjustments due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3.

(f) other evaluation criteria set out in Section III, Evaluation and Qualification Criteria;

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

35.4 If these Bidding Documents allows Bidders to quote separate prices for different lots, the methodology to determine the lowest evaluated price of the lot combinations, including any discounts offered in in the Bid Submission Letter, is specified in Section III, Evaluation and Qualification Criteria.

35.5 Evaluation of a bid may require consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 13. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS,** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 35.2 (f).

## 36. Comparison of Bids

36.1 The Evaluation Committee shall compare evaluated prices of all substantially responsive bids calculated in accordance with ITB 35.2 to determine the lowest-evaluated bid.

36.2 The Contracting Authority may reject the lowest evaluated bid, if its price appears to be abnormally low, compared to the estimated cost, after verification of the latter. To inform such decision, the Contracting Authority shall first request the bidder to submit, the details of the constituent elements of its bid that would establish, to the Contracting Authority’s satisfaction, that the bidder would be able to perform the contract at that bid price. The Contracting Authority shall verify those constituent elements and shall take into account the evidence and information submitted by the bidder in reaching its decision. Those details may relate in particular to:

1. The economics of the construction method, the manufacturing process or the services provided;
2. The technical solutions chosen and/or any exceptionally favorable conditions available to the bidder for supply of the goods or services;
3. The originality of the supplies or services proposed by the bidder;
4. Compliance with the provisions relating to employment protection and working conditions in force at the place where the contract is performed or at the manufacturing place.
5. If the Contracting Authority decides to accept the bid, it may require that the amount of the performance security pursuant to ITB 42 be increased up to an additional (5 percent) against financial loss in the event of default of the bidder under the contract.

## 37. Post-qualification of the Bidder

37.1 The Evaluation Committee shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria specified in Section III- Evaluation and Qualification Criteria.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 18.

37.3 An affirmative determination, pursuant to ITB 37.1 and 37.2, shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Contracting Authority shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily.

## 38. Contracting Authority’s Right to Accept Any Bid, and to Reject Any or All Bids

38.1 The Contracting Authority is not bound to accept the lowest priced bid to the detriment of the technical specifications, and the qualification requirements. Moreover, the Contracting Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, based on reasonable justifications, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

# F. Award of Contract

## 39. Award Criteria

39.1 The Contracting Authority shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

39.2 When two or more responsive bids from qualified bidders are tied for the best ranking after the evaluation of bids, the winning bid shall be determined in accordance with the following:

1. If the tied bidders include only one bidder from Kurdistan Region, the bidder from Kurdistan Region shall be awarded the contract.
2. If the tied bids were submitted only by bidders from Kurdistan Region, and bids have been evaluated on the basis of price and non-price criteria, the award shall be made to the bidder that submitted the bid with the lowest Bid Price among the tied bids.
3. If the tied bids were submitted only by bidders from outside Kurdistan Region, and bids have been evaluated on the basis of price and non-price criteria, the award shall be made to the bidder that submitted the bid with the lowest Bid Price among the tied bids.
4. In all other situations, the award shall be made by drawing of lots unless the Contracting Authority determines that splitting the award is in Kurdistan Region's best interest because of a need to ensure delivery, or is necessary or desirable to promote future competition, and provided the affected bidders agree to split the award.

39.3 When the price of the lowest evaluated bid exceeds the estimated cost for the procurement plus contingency by not more than 2 percent, the Contracting Authority may, when it is in the public interest to do so, negotiate with the concerned bidder for a reduction of price. Negotiations shall be conducted in writing.

## 40. Contracting Authority’s Right to Vary Quantities at Time of Award

40.1 At the time the Contract is awarded, the Contracting Authority reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section (VI), Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

## 41. Notification of Award

41.1 Prior to the expiration of the period of bid validity, the Contracting Authority shall promptly notify the successful bidder of the award decision, taking into account Sub-Clause (41.2. At the same time, the Contracting Authority shall also notify all other bidders, of the name, address, and bid price of the proposed awardee. That notification does not constitute a letter of acceptance of the bid.

41.2 After (7) days from the date of award notification and before the expiration of the bid validity period, the Contracting Authority shall inform the successful bidder that its bid has been accepted. The “Letter of Acceptance” shall specify the sum that the Contracting Authority shall pay to the Supplier in consideration of the supply of Goods and completion of Related Services (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

41.3 Immediately after issuing the Letter of Acceptance to the successful bidder, the Contracting Authority shall notify all unsuccessful bidders and discharge their bid security, except as provided for in ITB 41.6 below.

41.4 Also, after issuing the Letter of Acceptance, the Contracting Authority shall publish on its website the results identifying the bid and lot numbers (if applicable) and the following information:

(a) Name of each bidder who submitted a bid.

(b) Bid prices as read out at bid opening.

(c) Name and evaluated prices of each bid that was evaluated.

(d) Name of bidders whose bids were rejected and the reasons for rejection.

(e) Name of the successful bidder and the price it offered, as well as, the duration and summary scope of the contract award.

41.5 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

41.6 Until the successful bidder has furnished the signed contract and provided the performance security pursuant to ITB clause 42, the Contracting Authority shall hold its bid security, as well as that of the second and third lowest evaluated bidders.

41.7 The Contracting Authority, shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 41.1, requests in writing, within a period not exceeding (7) days from the date of notification of award, the grounds on which its bid was not selected.

## 42. Performance Security

42.1 The successful Bidder shall furnish a Performance Security during the period **specified in the BDS** and Letter of Acceptance, using for that purpose the Performance Security Form included in Section (VII) - Contract forms, or another form acceptable to the Contracting Authority.

42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event, the Contracting Authority may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Contracting Authority to be qualified to perform the Contract satisfactorily.

## 43. Signing of Contract

43.1 Promptly after the issuance of the Letter of Acceptance, the Contracting Authority shall send the Contract Documents to the successful Bidder.

43.2 The successful Bidder shall sign the Contract and return it to the Contracting Authority, within the period from the date of the Letter of Acceptance, **specified in the BDS**.

43.3 Notwithstanding ITB 43.2above, if signing of the contract is prevented by any export restrictions attributable to the Contracting Authority, to the country of the Contracting Authority, the bidder shall not be bound by its bid. In addition, use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid. In order to claim relief, the bidder must demonstrate to the satisfaction of the Contracting Authority that signing of the contract agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

Section II: Bidding Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Section I - Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]*

|  |  |
| --- | --- |
| **ITB Clause Reference** | **A. General** |
| **ITB 1.1** | The Contracting Authority is: *[insert* ***complete*** *name]* |
| **ITB 1.1** | The Tender name and identification number are: *[insert name and identification number]*The number, identification and names of the lots comprising this Tender are: *[insert number and description of lots, if any]* The bidders are *[insert “allowed” or “Not Allowed”]* to submit bids for a single lot or multiple lots. |
| **ITB 3.3** | A list of firms debarred from participating in public procurement is available at [ insert the single-portal procurement website <http://www.-> - - -] |
|  | **B. Contents of Bidding Documents** |
| **ITB 6.1** | For **Clarification of bid purposes** only, the Contracting Authority’s address is:Attention: *[insert name of the responsible administrative section ]*Address: *[insert street name and number]*  *[insert floor and room number, if applicable]*City: *[insert name of city or town]*Post Code: *[insert postal code, if applicable]*Country: *[insert name of country]*Telephone: *[insert telephone number**including country and city codes]*Facsimile number: *[insert fax number**including country and city codes]*Electronic mail address: *[insert e-mail address of the responsible administrative section]* |
| **ITB 6.1** | Requests for clarification of the Bidding Documents should be submitted to the Contracting Authority no later than: *[insert number of days] days from the deadline for bid submission.*  |
|  | **C. Preparation of Bids** |
| **ITB 9.1** | The language of the bid is: *[insert language* - *Arabic, Kurdish, or English].* *[If applicable, insert the following:* *“*Language for translation of supporting documents and printed literature is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. ***[specify one language]****” ].* |
| **ITB 10.1 (i)** | The Bidder shall submit the following additional documents in its bid: *[insert list of required documents, if any]* |
| **ITB 12.1** | Alternative Bids *[insert “shall be” or “shall not be”]* considered. *[If alternatives shall be considered, insert:* “*evaluation of alternative bids shall be in accordance with methodologies specified in Section (III) – Evaluation and Qualification Criteria”]* |
| **ITB 13.1** | Final Destination of Goods: *[insert address: City name and street number]* |
| **ITB 13.4** | The prices quoted by the Bidder *[insert “shall” or “shall not”]* be adjustable. *[If prices shall be adjustable, insert: ”The price adjustment methodology specified in Section VII - Special Conditions of Contract shall be applied”]*. |
| **ITB 13.5** | Prices quoted for each lot shall correspond at least to *[insert figure]* % of the items specified for each lot.Prices quoted for each item of a lot shall correspond at least to [*insert figure*] percent of the quantities specified for this item of a lot. |
| **ITB 13.6** | The Incoterms edition is: *[insert year of edition]* |
| **ITB 13.7 (2) – (a)** | Prices shall be quoted for Goods manufactured outside Iraq in accordance to the term *[insert CIP or DDP or other]* to *[insert location]* |
| **ITB 14.1** | Prices shall be quoted in the following currencies: *[insert applicable currencies]* |
| **ITB 17.3** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): *[insert duration ]*  |
| ITB 18.1 (a) | Manufacturer’s authorization is: *[insert “required” or “not required”]* |
| ITB 18.1 (b) | After sales service is: *[insert “required” or “not required”]* |
| **ITB 19.1** | The bid validity period shall be: *[insert number]* days. |
| **ITB 20.1** | The bidder shall furnish *[insert “Bid Security” or “Bid-Securing Declaration”]* |
| **ITB 20.3** | *[This Clause to be filled only when Bid Security is required in accordance with the ITB 20.1]*The amount of the Bid Security shall be: *[insert amount required and currency for each lot]* |
| **ITB 20.6** | *[This Clause to be filled only when Bid-Securing Declaration is required in accordance with the ITB 20.1]*If the Bidder fails to implement any of the actions prescribed in subparagraphs (a) or (b) of this ITB, the Bidder will, in accordance with the debarment procedures, be declared ineligible to participate in public procurement in Kurdistan Region for a period of *[insert period of ineligibility]* years. |
| **ITB 21.1** | In addition to the original bid, the number of copies is: *[insert number of copies]* |
|  | **D. Submission and Opening of Bids** |
| **ITB 22.2 (c)** | The inner and outer envelopes shall bear the following additional identification marks: *[insert additional marks].* |
| **ITB 23.1** | For bid submission purposes, the Contracting Authority’s address is:Attention: *[insert full name of person, if applicable, or insert name of the Project Officer]*Address: *[insert street name and number]*Floor-Room number: *[insert floor and room number, if applicable] [important to avoid delays or misplacement of bids]*City: *[insert name of city or town]*Post Code: *[insert postal code, if applicable]*Country: *[insert name of country]*The deadline for the submission of bids is:Date: *[insert day, month, and year, i.e. 15 June, 2001]*Time: *[insert time, and identify if a.m. or p.m., i.e. 10:30 a.m.]* |
| **ITB 23.1** | Bidders *[insert “shall” or “shall not”]* have the option of submitting their bids electronically.If bidders shall have the option of submitting their bids electronically, the electronic bid submission procedures shall be: *[insert a description of the electronic bid submission procedures]* |
| **ITB 26.1** | The bid opening shall take place at:Directorate’s Name: *[insert name of the Directorate]*Address: *[insert street address and number]* Floor/ Room number: *[insert floor and room number, if applicable]* City: *[insert name of city or town]*Country: *[insert name of country]*Bid Opening Date: *[insert day, month, and year, i.e. 15 June, 2001]*Time: *[insert time, and identify if a.m. or p.m. i.e. 10:30 a.m.]*  |
| **ITB 26.1** | If electronic bid submission is permitted in accordance with ITB sub-clause (23.1), the specific bid opening procedures shall be: *[insert description of the procedures]* |
|  | **E. Evaluation and Comparison of Bids** |
| **ITB 33.1** | Bid prices expressed in different currencies shall be converted into: *[insert the name of the currency]*The source of the exchange rate shall be: *[insert the name of the source]*The date for the exchange rate shall be: *[insert day, month, and year]* |
| **ITB 34.1** | Domestic Preference *[insert “Shall” or “Shall not”]* be given to the Goods manufactured or assembled in Kurdistan Region.If Domestic Preference shall be given to the Goods manufactured or assembled in Kurdistan Region, the rate and its application methodology shall be specified in Section (III) – Evaluation and Qualification Criteria. |
| **ITB 35.2 (a)** | Evaluation will be done for *[insert “Items” or “Lots”]**[select one of the two sample clauses below as appropriate**“Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.**Or**Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive Bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used only for price comparison purposes”]* |
| **ITB 35.5** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: *[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]* * 1. Deviation in delivery schedule: *[insert “Yes” or “No”. If yes insert the adjustment factor]*
	2. the cost of major replacement components, mandatory spare parts for maintenance, and after sale service: *[insert “Yes” or “No”. If yes, insert the Methodology and criteria]*
	3. the availability in the Contracting Authority’s Country of spare parts and after-sales services for the equipment offered in the bid *[insert “Yes” or “No”, If yes, insert the Methodology and criteria]*
	4. the projected operating and maintenance costs during the life of the equipment *[insert “Yes” or “No”, If yes, insert the Methodology and criteria]*
	5. the performance and productivity of the equipment offered; *[Insert “Yes” or “No”. If yes, insert the Methodology and criteria]*
	6. *[insert any other specific criteria]*
 |
|  | **F. Award of Contract** |
| **ITB 40.1** | The maximum percentage by which quantities may be increased is: *[insert percentage]*The maximum percentage by which quantities may be decreased is: *[insert percentage]* |
| **ITB 42.1** | The date for submitting the Performance Security shall be within *[Insert number of days]* days from the date of issuing the Letter of Acceptance. |
| **ITB 43.2** | The Contract Signature shall be within *[Insert number of days]* days from the date of issuing Letter of Acceptance. |

Section III: Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Contracting Authority/Bids Evaluation Committee may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

The Contracting Authority shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording,

# Contents

1. Domestic Preferences – ITB (34.1)

2. Evaluation Criteria – ITB (35.4) and (35.5)

3. Post-qualification Requirements - ITB (37)

## Domestic Preference - ITB (34.1)

* 1. No preference shall be given to the Goods manufactured or assembled in Kurdistan Region, unless specified in the BDS. If applied, the following mechanism shall be applied for bid comparison purposes:

*[insert Domestic Preference details and application mechanism]*

## Evaluation Criteria - ITB (35)

**2.1 Evaluation Criteria – ITB (35.5)**

The Contracting Authority’s evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB 13, one or more of the following factors as specified in ITB 35.5 and in the BDS, using the following criteria and methodologies.

**(a) Delivery schedule (as per Incoterms specified in the BDS):**

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section (V)-Schedule of Requirements. No preference shall be given to the Goods delivered before the earliest date, and any bids offering delivery after the final date shall be treated as non-responsive. Bids offering deliveries after the earliest date specified in Section (V), Schedule of Requirements, shall receive an adjustment, for comparison purpose only, if so specified in BDS ITB 35.5 - (a).

1. **Cost of major replacement components, mandatory spare parts, and service.**

*[insert one of the following]*:

(i) Cost of the required spare parts, quantities of major assemblies and after sale services, as recommended by the manufacturer for maintenance and to be required during the initial period of operation specified in the BDS 17.3, shall be added to the bid price, for evaluation purposes only, if so specified in BDS ITB 35.5 - (b).

**or**

(ii) The Contracting Authority shall draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the BDS ITB 17.3, to be priced by the Bidder and added to the bid price, for evaluation purposes only, if so specified in BDS ITB 35.5 - (b).

**(c) Availability of after-sale services in the Contracting Authority’s Country:**

If specified in BDS ITB35.3-(c),the bidder shall offer a price for the after-sale services of maintenance and insure spare parts required in the country of Contracting Authority. The cost of such services shall be added to the bid price, for evaluation purposes only.

**(d) Projected operating and maintenance costs:**

 An adjustment to take into account the operating and maintenance costs of the Goods shall be added to the bid price, for evaluation purposes only, if so specified in BDS ITB 35.5 - (d). The adjustment will be applied in accordance with the methodology specified in the BDS ITB 35.5 - (d).

**(e) Performance and productivity of the equipment.**

An adjustment to take into account the performance and efficiency of the goods offered in the bid, in comparison with the performance and efficiency of Goods specified in Bidding Documents, if so specified in the BDS ITB 35.3 - (e) based on the methodology specified in the same Clause.

**(f) Specific additional criteria:**

Other specific additional criteria to be considered in the evaluation, and the method of application shall be detailed in BDS ITB 35.5 -(f).

**2.2 Multiple Contract – ITB (35.4)**

If the Bidding Documents allows bidders to quote separate prices for one or multiple lots, the Contracting Authority shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (referred to in Section (III), ITB 37)

The Contracting Authority shall:

(a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 13.5;

 (b) take into account:

(i) the lowest evaluated bid for each lot; and

(ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

**2.3 Alternative Bids – ITB (12.1)**

 If Alternative Bids are permitted in accordance with the ITB 12.1, they shall be evaluated based on following methodology: *[choose one of below options]*

 *“A bidder may submit an alternative bid only with a bid for the base case. The Contracting Authority shall only consider the alternative bids offered by the Bidder whose bid for the base case was determined to be the lowest-evaluated bid.”*

*or*

*“A bidder may submit an alternative bid with or without a bid for the base case. The Contracting Authority shall consider bids offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All bids received, for the base case, as well as alternative bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 35.”*

## Post Qualification Requirements - ITB (37)

3.1 After determining the lowest-evaluated bid in accordance with ITB 36.1, the Contracting Authority shall carry out a post qualification of the Bidder in accordance with ITB 37, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

(a) Financial Capability:

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s)]*

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): *[list the requirement(s)]*

(c) Conformity of Goods

The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *[list the requirement(s)]*

Section IV: Bidding Forms

# Table of Forms

Bidder Information Form

Joint Venture Partner Information Form

Form of Bid Submission Letter

Price Schedule Forms

 Price Schedule: Goods Manufactured in Iraq

 Price Schedule: Goods Manufactured outside Iraq

 Price Schedule: Related Services to Goods

Form of Bid Security (Bank Guarantee)

Form of Bid-Securing Declaration

Manufacturer's Authorization

# Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

Tender No.: *[insert Tender identification number]*

Page \_\_\_\_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Legal Name *[insert Bidder’s legal name]* |
| 2. In case of JV, legal name of each party: *[insert legal name of each party in JV]* |
| 3. Bidder’s actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 4. Bidder’s Year of Registration: *[insert Bidder’s year of registration]* |
| 5. Bidder’s Legal Address in Country of Registration: *[insert Bidder’s legal address in country of registration]* |
| 6. Bidder’s Authorized Representative Information Name: *[insert Authorized Representative’s name]* Address: *[insert Authorized Representative’s Address]* Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]* Email Address: *[insert Authorized Representative’s email address]* |
| 7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB 3.1 and 3.2.* In case of JV, letter of intent to form JV or JV agreement.
 |

# Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

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

Tender No: *[insert Tender identification number]*

Page \_\_\_\_\_\_\_\_ of\_ \_\_\_\_\_\_ pages

|  |
| --- |
| 1. Bidder’s Legal Name: *[insert Bidder’s legal name]* |
| 2. JV’s Party legal name: *[insert JV’s Party legal name]* |
| 3. JV’s Party Country of Registration: *[insert JV’s Party country of registration]* |
| 4. JV’s Party Year of Registration: *[insert JV’s Part year of registration]* |
| 5. JV’s Party Legal Address in Country of Registration: *[insert JV’s Party legal address in country of registration]* |
| 6. JV’s Party Authorized Representative InformationName: *[insert name of JV’s Party authorized representative]*Address: *[insert address of JV’s Party authorized representative]*Telephone/Fax numbers: *[insert telephone/fax numbers of JV’s Party authorized representative]*Email Address: *[insert email address of JV’s Party authorized representative]* |
| 7. Attached are copies of original documents of:*[check the box(es) of the attached original documents]* Articles of Incorporation or Registration of firm named in (2), above. |

# Form of Bid Submission Letter

*[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

Tender No.: *[insert Tender identification number]*

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

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services related to the lot or number of lots included in the bid];*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, in case of submission of a bid for a single lot or number of lots, price for each lot shall be inserted individually];*

(d) The discounts offered and the methodology for their application are:

 **Discounts.** If our bid is accepted, the following discounts shall apply.*[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

 **Methodology of Application of the Discounts.** The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts];*

 Our bid shall be valid for the period of time specified in ITB 19.1 from the the bid submission deadline, specified in accordance with ITB 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(e) If our bid is accepted, we commit to obtain a performance security in accordance with ITB 42 and GCC 18 for the due performance of the Contract, and to sign the Contract in accordance with ITB 43 within the period specified therein. Otherwise we accept all legal proceedings taken against us including forfeiting of the Bid Security submitted by us or declaring us, in accordance with the debarment procedures, ineligible for participating in public procurement in Kurdistan Region, for the period of time specified in the ITB 20.6 and charging us the price difference resulting from award of the Contract to another Bidder.

(f) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality of each subcontractor and supplier]*

(g) We have no conflict of interest in accordance with ITB 3.2;

(h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible under laws and regulations in force in Kurdistan Region, in accordance with ITB 3.1;

(i) We understand that this bid, together with your written acceptance thereof included in the Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(j) We understand that you are not bound to accept the lowest priced bid to the detriment of technical specifications and qualification terms and conditions.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Letter]*

Name: *[insert complete name of person signing the Bid Submission Letter]*

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

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

# Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column (1) of the* ***Price Schedules*** *shall coincide with the List of Goods and Related Services specified by the Contracting Authority in the Schedule of Requirements.]*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  | Price Schedule: Goods Manufactured in Iraq |
|  | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tender No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ |
| *1* | *2* | *3* | *4* | *5* | *6* | *7* | *8* | *9* |
| **Line Item****N°** | **Description of Goods** | **Delivery Date** | **Unit Price** | **Quantity** | **Unit Price EXW** | **Domestic transport and insurance up to final destination** | **Taxes and fees** | **Total price per line item****(6+7+8)\*5 = 9** |
| *[insert number of the item]* | *[insert name of Good]* | *[insert quoted Delivery Date]* | *[insert unit price]* | *[insert number of units to be supplied a]* | *[insert unit price]* | *[insert unit price]* | *[insert unit price]* | *[insert total price per line item]* |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  | **Total Price: Goods** |  |  |

**Name of Bidder:** *[insert complete name of Bidder].* **Signature of Bidder**: *[signature of person signing the Bid]*

**Date:** *[insert date]*

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | Price Schedule: Goods Manufactured outside Iraq |
|  | Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tender No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_ of \_\_\_\_\_\_ |
| *1* | *2* | *3* | *4* | *5* | *6* | *7* | *8* | *9* | *10* |
| **Line Item****N°** | **Description of Goods** | **Delivery Date** | **Unit Price** | **Quantity** | **Unit Price [insert CIP or DDP]** | **Domestic transport and insurance up to final destination** | **Taxes and fees** | **Total price per line item****(6+7+8)\*5 = 9** | **Country of Origin** |
| *[insert number of the item]* | *[insert name of Good]* | *[insert quoted Delivery Date]* | *[insert unit price]* | *[insert number of units to be supplied]* | *[insert unit price]* | *[insert unit price]* | *[insert unit price]* | *[insert total price per line item]* |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  | **Total Price: Goods** |  |  |  |

**Name of Bidder:** *[insert complete name of Bidder].* **Signature of Bidder**: *[signature of person signing the Bid]*

**Date:** *[insert date]*

# Price Schedule: Related Services to Goods

|  |  |
| --- | --- |
| Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tender No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Page N° \_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_ |  |
| *1* | *2* | *3* | *4* | *5* | *6* | *7* |
| **Service****N°** | **Description of Services** | **Country of Origin** | **Delivery Date at place of Final destination** | **Quantity and physical unit** | **Unit price** | **Total Price per Service** |
| *[insert number of the Service ]* | *[insert name of Services]* | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per item]* | *[insert total price per item]* |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | **Total Price: Related Services**  |  |
| **Name of Bidder:** *[insert complete name of Bidder].* **Signature of Bidder**: *[signature of person signing the Bid]* **Date:** *[insert date]* |

# Form of Bid Security (Bank Guarantee)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[insert Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** *[insert name and address of Contracting Authority]*

**Date:** *[insert date]*

**Tender Name and No:** *[insert Tender name and identification number]*

**Bid Security No.:** *[insert Bank Guarantee number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert Tender name and identification number]*.

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures], [insert amount in words]* Iraqi Dinars upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

1. Fails or refuses to furnish Performance Guarantee in accordance to instruction to bidders: or
2. Fails or refuses to sign the Contract

This Guarantee will expire:

1. if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or
2. if the Bidder is not the successful Bidder, upon the earlier of
3. our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful; or
4. twenty-eight days after the expiration of the Bidder’s Bid.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. (458).

*[Signature(s) of authorized bank’s representative(s)]*

# Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated]*

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

Tender No.: *[insert identification number of tender]*

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

We, the undersigned, declare that:

We know that the bid should be supported by a Bid Security Declaration in accordance with your conditions.

We accept to automatically be suspended from being eligible for bidding in any public contract in Kurdistan Region for a period of *[insert period]* as of *[insert start date],* if we are in breach of our obligation(s) under the bid conditions, because we: to:

After having been notified of the acceptance of our bid by the Contracting Authority within the period of bid validity,

1. we failed or refused to furnish a Performance Security in accordance with the ITB; or
2. we failed or refused to sign the Contract.

We know that this Bid-Securing Declaration will expire, if contract is not awarded to us, upon:

1. our receipt of your notification to us of the name of the successful Bidder; or
2. twenty-eight days after the expiration of our Bid or any extension to it.

We know if we are a JV, the Bid- Securing Declaration should be in the name of the JV submitting the bid. If the JV is not legally constituted at the time of bidding, the Bid-Securing Declaration will be in the name of all partners named in the JV agreement.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid- Securing Declaration Form]*

Name: *[insert complete name of person signing the Bid-Securing Declaration Form]*

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

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

# Manufacturer’s Authorization

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

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

Tender No.: *[insert identification number of Tender]*

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

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of *[insert type of goods 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 Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause (28) of the General Conditions of Contract, with respect to the Goods 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]*

Part 2

Supply Requirements

Section V: Schedule of Requirements

# Content

1. List of Goods and Delivery Schedule
2. List of Related Services and Completion Schedule
3. Technical Specifications
4. Drawings
5. Inspections and Tests

# Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Contracting Authority, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section (IV).

The date or period for delivery should be carefully specified, taking into account:

(a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIF, DDP, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**).

(b) the date prescribed herein from which the Contracting Authority’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

|  |
| --- |
| 1. List of Goods and Delivery Schedule*[The Contracting Authority shall fill in this table (Columns A to G inclusive) while column H is to be filled by the Bidder]* |
| **Line Item****N°** | **Description of Goods** | **Quantity** | **Physical unit** | **Final (Project Site) Destination** | **Delivery Date** |
| **Earliest Delivery Date** | **Latest Delivery Date** | **Bidder’s offered Delivery date *[to be provided by the bidder]*** |
| ***A*** | ***B*** | ***C*** | ***D*** | ***E*** | ***F*** | ***G*** | ***H*** |
| *[insert item No]* | *[insert description of Goods]* | *[insert quantity of item to be supplied]* | *[insert physical unit for the quantity]* | *[insert place of Delivery]* | *[insert the number of days following the date of signing the Contract]* | *[insert the number of days following the date of signing the Contract]* | *[insert the number of days following the date of signing the Contract]* |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**Note:** The Contracting Authority requests delivery of Goods listed in the List of Goods, during an acceptable period of time; i.e. after the earliest delivery date and prior to the latest delivery date.

|  |
| --- |
| 2. List of Related Services and Completion Schedule *[This table shall be filled in by the Contracting Authority. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates]*  |
| **Service N°** | **Description of Service** | **Quantity1** | **Physical Unit** | **Place where Services shall be performed** | **Final Completion Date(s) of Services** |
|
| *[insert Service No]* | *[insert description of Related Services]* | *[insert quantity of items to be supplied]* | *[insert physical unit for the items]* | *[insert name of the Place]* | *[insert required Completion Date(s)]* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| 1. If applicable |

# 3. Technical Specifications

The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Contracting Authority. The Contracting Authority shall prepare the detailed TS take into account that:

* The TS constitute the benchmarks against which the Contracting Authority will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Contracting Authority.
* The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
* The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
* The Contracting Authority requires the use of metric units in the Bid.
* Standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.

* Standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent”.

* Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:

(a) Standards of materials and workmanship required for the production and manufacturing of the Goods.

(b) Detailed tests required (type and number).

(c) Other additional work and/or Related Services required to achieve full delivery/completion.

(d) Detailed activities to be performed by the Supplier, and participation of the Contracting Authority thereon.

(e) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

* The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Contracting Authority shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet), where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

When the Contracting Authority requests that the Bidder provides in its bid a part or all of the Technical Specifications, technical schedules, or other technical information, the Contracting Authority shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.

*[The Contracting Authority shall insert information in the table below. The Bidder shall use the same table to justify compliance of the Goods proposed with the specifications required]*

# Summary of Technical Specifications

The Goods and Related Services shall comply with following Technical Specifications and Standards:

*[The Contracting Authority shall fill in Columns A to C (inclusive) of this table, while columns D and E are to be filled by the Bidder]*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item No** | **Name of Goods or Related Service** | **Required Technical Specifications and Standards**  | **Technical Specifications and Standards Submitted by Bidder** | **Comply/not Comply** |
| **A** | **B** | **C** | **D** | **E** |
| *[insert item No]* | *[insert name]* | *[insert TS and Standards]* | *[to be filled in by Bidder]* | *[to be filled in by Bidder]* |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Detailed Technical Specifications and Standards *[whenever necessary].*

*[Insert detailed description of TS] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

# 4. Drawings

These Bidding Documents includes *[insert**“the following”**or “no”]* drawings.

*[If drawings shall be included, insert the following List of Drawings]*

|  |
| --- |
| **List of Drawings** |
| Drawing No. | **Drawing Name** | **Purpose** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

# 5. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

|  |
| --- |
| **List of Inspections and Tests** |
| Line Item No | **Brief Description of Item** | **Name and Description of Inspection and/or Test** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Part 3

Contract Conditions and Forms

Section VI: General Conditions of Contract

# Table of Contents

1. Definitions 52

2. Contract Documents 53

3. Fraud and Corruption 53

4. Interpretation 53

5. Language 54

6. Joint Venture, Consortium or Association 55

7. Eligibility 55

8. Notices 55

9. Governing Law 55

10. Settlement of Disputes 55

11. Inspections and Audit by the Contracting Authority 56

12. Scope of Supply 56

13. Delivery and Document 56

14. Supplier’s Responsibility 56

15. Contract Price 56

16. Terms of Payment 56

17. Taxes and Duties 57

18. Performance Security 57

19. Copyright 58

20. Confidential Information 58

21. Subcontracting 58

22. Specifications and Standards 59

23. Packing and Documents 59

24. Insurance 59

25. Transportation 60

26. Inspections and Tests 60

27. Liquidated Damages 61

28. Warranty 61

29. Patent Indemnity 62

30. Limitation of Liability 63

31. Change in Laws and Regulations 63

32. Force Majeure 63

33. Change Orders and Contract Amendments 64

34. Extensions of Time 65

35. Withdrawal of Works and Termination of Contract 65

36. Assignment 66

Section VI: General Conditions of Contract

## 1. Definitions

* 1. The following words and expressions shall have the meanings hereby assigned to them:

1. “Contract” means the Contract Agreement entered into between the Contracting Authority and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
2. “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

1. “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract Conditions.

1. “Day” means calendar day.

1. “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract

1. “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Contracting Authority under the Contract.
2. “Contracting Authority’s Country” is Kurdistan Region.

1. “Contracting Authority” means the entity purchasing the Goods and Related Services, **specified in the SCC.**

1. “Related Services” means the services incidental to the supply of the goods, such as installation, training and maintenance and other such obligations of the Supplier under the Contract.
2. “Subcontractor” means any legal or natural person, or a combination of them, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
3. “Supplier” means any legal or natural person, or a combination of them, whose bid to perform the Contract has been accepted by the Contracting Authority and is named as such in the Contract Agreement.

(l) “The Final Destination (Project Site),” means the place where Goods will be received; as **named in the SCC.**

## 2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## 3. Fraud and Corruption

* + 1. If the Contracting Authority determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Contracting Authority may, upon a (14)-day notice to the Supplier, cease the Supplier from performing the Contract and withdraw the work from the Supplier. In such case, the provisions of GCC Clause (35-1-a-3) shall apply.
		2. The Contracting Authority requires that bidders and contractors observe the highest standard of ethics during the supply process and implementation of the contract. In pursuit of this policy, the Contracting Authority:
1. uses the definitions included in paragraphs (16) to (20) of Article (1) of Public Procurement Regulations number (2) of (2016);
2. has the right to sanction a firm or individual, including declaring them ineligible to be awarded aa public procurement contract in Kurdistan Region, in accordance with the debarment procedures, if it at any time determines that they have, directly or through an agent, engaged, in corrupt practices during contract performance; and
3. Oblige bidders, suppliers, contractors and consultants to permit the Contracting Authority to inspect their accounts and records and other documents relating to Bid submission and contract performance and to have them audited by auditors appointed by the Contracting Authority.

## 4. Interpretation

4.1 If the context so requires, singular means plural and vice versa.

4.2 **Incoterms:**

1. Unless inconsistent with any provision of the Contract**,** the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by the Incoterms.
2. The terms EXW, DDP, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms **specified in the** **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 **Entire Agreement:**

 The Contract constitutes the entire agreement between the Contracting Authority and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the two parties with respect thereto made prior to the date of Contract.

4.4 **Contract Amendment:**

 No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 **Non-waiver:**

(a) Subject to GCC Sub-Clause (4.5)-(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 **Severability:**

 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## 5. Language

* 1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Contracting Authority, shall be written in the language **specified in the** **SCC.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

## 6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Contracting Authority for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Contracting Authority.

## 7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. The Supplier shall bear the responsibility for ensuring the eligibility of all its subcontractors.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## 8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the** **SCC**, withprove or acknowledgement of receipt.

8.2 A notice shall be effective when delivered or on the notice effective date, whichever is later.

## 9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of Kurdistan Region**.**

## 10. Settlement of Disputes

10.1 **Amicable settlement.**

The Contracting Authority and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 **Arbitration.**

If, after (28) days, the parties have failed to resolve their dispute or disagreement by such mutual consultation pursuant to Sub-Clause (10.1), then either party may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

## 11. Inspections and Audit by the Contracting Authority

11.1 The Contracting Authority has the right to inspect the offices and/or review the accounts and records of the Supplier and its subcontractors relating to the performance of the Contract. Such accounts and records shall be audited by auditors appointed by the Contracting Authority.

## 12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

## 13. Delivery and Document

13.1 Subject to GCC Clause (34.1), the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are **specified in the SCC.**

## 14. Supplier’s Responsibility

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause (12), and the Delivery and Completion Schedule, as per GCC Clause (13).

## 15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorized in the** **SCC**.

## 16. Terms of Payment

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as **specified in the** **SCC.**

16.2 The Supplier’s request for payment shall be made to the Contracting Authority in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause (13) and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made by the Contracting Authority, within sixty (60) days after submission of an invoice or request for payment by the Supplier, and its acceptance by the Contracting Authority.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Contract Price is expressed.

16.5 In the event that the Contracting Authority fails to pay the Supplier any payment by its due date or within the period **specified in the** **SCC,** the Contracting Authority shall pay to the Supplier interest on the amount of such delayed payment at the rate **specified in the** **SCC,** for the period of delay until payment has been made in full. In the meantime, the Supplier shall continue with the supply of Goods and the performance of its contracting obligations.

16.6 The Contracting Authority shall not pay the final payment due to the Supplier, unless the Supplier furnishes a clearance from income tax and any other required documents, as specified by the Ministry of Finance.

## 17. Taxes and Duties

17.1 For goods manufactured outside Iraq, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Contracting Authority’s Country.

17.2 For goods Manufactured within Iraq, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Contracting Authority.

## 18. Performance Security

18.1 The Supplier shall provide the Performance Security **specified in the SCC** within the period specified in the notification of contract award, which should not exceed (28) days from the date of the Letter of Acceptance**.**

18.2 The Contracting Authority shall forfeiture the Performance Security, in case the Supplier fails to complete its obligations under the Contract in a manner which leads to the withdrawal of the work.

18.3 The Performance Security, shall be in one of the formats **stipulated in the** **SCC,** or in another format acceptable to the Contracting Authority.

18.4 The Performance Security shall be discharged by the Contracting Authority and returned to the Supplier not later than (28) days following the date of completing the performance of the Supplier’s obligations under the Contract, including any warranty obligations, unless otherwise **specified in the SCC.**

## 19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Contracting Authority by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Contracting Authority directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## 20. Confidential Information

20.1 The Contracting Authority and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Contracting Authority to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.

20.2 The Contracting Authority or the Supplier shall not use any documents, data, and other information received from the other party for any purposes unrelated to the Contract.

20.3 The obligation of a party under GCC Clauses (20.1) and (20.2) above, however, shall not apply to information that:

1. the Contracting Authority or Supplier need to share with the other institutions participating in the financing of the Contract;

1. now or hereafter enters the public domain through no fault of that party;
2. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
3. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

## 21. Subcontracting

21.1 The Supplier shall notify the Contracting Authority in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, whether included in the original bid or submitted at a later stage, shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of the GCCs.

## 22. Specifications and Standards

22.1 Technical Specifications and Drawings

1. The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section (VI), Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate in the Goods country of origin.
2. The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Contracting Authority, by giving a notice of such disclaimer to the Contracting Authority.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Contracting Authority and shall be treated in accordance with GCC Clause (33).

## 23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, **specified in the** **SCC,** and in any other instructions ordered by the Contracting Authority.

## 24. Insurance

24.1 Unless otherwise **specified in the** **SCC,** the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery**.**

## 25. Transportation

25.1 Unless otherwise **specified in the SCC**, responsibility for arranging transportation of the goods shall be in accordance with specified Incoterms.

## 26. Inspections and Tests

26.1 The Supplier shall, at its own expense, carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the** **SCC.**

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in Kurdistan Region **as specified in the** **SCC.** Subject to GCC Clause (26.3), if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Contracting Authority.

26.3 The Contracting Authority or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Clause (26.2), provided that the Contracting Authority bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, travel and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Contracting Authority. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Contracting Authority or its designated representative to attend the test and/or inspection.

26.5 The Contracting Authority may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and other obligations so affected. In the event Goods failed to pass such test and/or inspection, the supplier shall bear the costs and expenses incurred in carrying out the test.

26.6 The Supplier shall provide the Contracting Authority with a report of the results of any such test and/or inspection.

26.7 The Contracting Authority may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Contracting Authority, and shall repeat the test and/or inspection, at no cost to the Contracting Authority, upon giving a notice pursuant to GCC Clause (26.4).

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Contracting Authority or its representative, nor the issue of any report pursuant to GCC Clause (26.6), shall release the Supplier from any warranties or other obligations under the Contract.

## 27. Liquidated Damages

27.1 Except as provided under GCC Clause (32), if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Contracting Authority may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the** **SCC** of the delivered price of the delayed Goods or unperformed Services for each day or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in the** **SCC.** Once the maximum is reached, the Contracting Authority may withdraw the work from the Supplier pursuant to GCC Clause (35).

## 28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Clause (22.1) - (b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise **specified in the SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination **indicated in the SCC**.

28.4 The Contracting Authority shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Contracting Authority shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period **specified in the SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Contracting Authority.

28.6 If having been notified, the Supplier fails to remedy the defect within the period **specified in the** **SCC,** the Contracting Authority may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Contracting Authority may have against the Supplier under the Contract.

## 29. Patent Indemnity

29.1 The Supplier shall, subject to the Contracting Authority’s compliance with GCC Clause (29.2), indemnify and hold harmless the Contracting Authority and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Contracting Authority may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

1. the installation of the Goods by the Supplier or the use of the Goods in Kurdistan Region; or
2. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Contracting Authority arising out of the matters referred to in GCC Clause (29.1), the Contracting Authority shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Contracting Authority’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Contracting Authority within (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Contracting Authority shall be free to conduct the same on its own behalf.

29.4 The Contracting Authority shall, at the Supplier’s request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Contracting Authority shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Contracting Authority.

## 30. Limitation of Liability

30.1 Except in cases of willful negligence and misconduct,

1. the Supplier shall not be liable to the Contracting Authority, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Contracting Authority.

(b) the aggregate liability of the Supplier to the Contracting Authority, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Contracting Authority with respect to patent infringement.

## 31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of (14) days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kurdistan Region (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause (15).

## 32. Force Majeure

32.1 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of any of the two Parties, and that is not foreseeable, is unavoidable, its origin is not due to negligence or lack of care on the part of any of the two Parties, and it makes impossible the performance of the obligations under the Contract. Such events may include, but not limited, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Contracting Authority in writing of such condition and the cause thereof. Unless otherwise directed by the Contracting Authority in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32.3 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## 33. Change Orders and Contract Amendments

33.1 The Contracting Authority may at any time order the Supplier through notice in accordance GCC Clause (8), to make changes within the general scope of the Contract in any one or more of the following:

1. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Contracting Authority;
2. the method of shipment or packing;
3. the place of delivery; and

1. the Related Services to be provided by the Supplier.
2. quantities, increase or decrease, in accordance with the percentage **specified in the SCC**.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule. Any claims by the Supplier for adjustment under this Clause must be asserted within (28) days from the date of the Supplier’s receipt of the Contracting Authority’s change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the two parties.

## 34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause (13), the Supplier shall promptly notify the Contracting Authority in writing of the delay within (28) days from the date when the cause arose, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Contracting Authority shall evaluate the situation and may at its discretion extend the Supplier’s time for performance.

34.2 Except in case of Force Majeure, as provided under GCC Clause (32), a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause (27.1), unless an extension of time is agreed upon, pursuant to GCC Clause (34.1).

## 35. Withdrawal of Works and Termination of Contract

35.1 Withdrawal of Work for Supplier’s Default

1. The Contracting Authority, without prejudice to any other remedy for breach of Contract, by (14) days written notice of default sent to the Supplier, , may withdraw the works of the Contract:

(1) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Contracting Authority pursuant to GCC Clause (34);

(2) if the Supplier fails to perform any other obligation under the Contract; or

1. if the Supplier, in the judgment of the Contracting Authority has engaged in fraud and corruption, as defined in GCC Clause (3), in competing for or in executing the Contract.
2. In the event the Contracting Authority withdraws works of the Contract, pursuant to GCC Clause (35.1) - (a), the Contracting Authority may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Contracting Authority for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated. The Contracting Authority shall pay to the Supplier the amount due for the Goods supplied and accepted in accordance with the contract terms and prices.

35.2 Withdrawal of the Work for Insolvency:

(a) The Contracting Authority may at any time withdraw the work by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, withdrawal of works will be without compensation to the Supplier, provided that such withdrawal of works will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Contracting Authority. The Contracting Authority shall pay to the Supplier the amount due for the Goods supplied and accepted in accordance with the contract terms and prices

35.3 Termination of Contract by the Contracting Authority

(a) The Contracting Authority, by notice to the Supplier, may terminate the Contract either for public interest or due to Force Majeure. The notice of termination shall specify that termination is for the Contracting Authority’s convenience and the date upon which such termination becomes effective.

1. The Goods that are complete and ready for shipment within (28) days after the Supplier’s receipt of the notice of termination shall be accepted by the Contracting Authority at the Contract terms and prices. For the remaining Goods, the Contracting Authority may elect:
2. to have any portion completed and delivered at the Contract terms and prices; and/or
3. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35.4 Payment upon Contract Termination:

(a) In the event contract is terminated in accordance with GCC Sub-Clause (35.3), the Contracting Authority shall pay outstanding payments to the Supplier for the Goods supplied and accepted in accordance with the contract terms and conditions, in addition to the amount agreed upon in accordance with Clause (35.3) – (b) – (2) above.

## 36. Assignment

36.1 The Supplier shall not assign, in whole or in part, its obligations under this Contract, except with prior written consent of the Contracting Authority.

Sections VII: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC*.*

*[The Contracting Authority shall insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

|  |  |
| --- | --- |
| **GCC 1.1 (h)** | The Contracting Authority is: *[Insert complete legal name of the Contracting Authority]*  |
| **GCC 1.1 (l)** | The Project Site(s)/Final Destination(s) is/are: *[Insert name(s) and detailed information on the location(s) of the site(s)]*  |
| GCC 4.2 (a) | The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: *[exceptionally; refer to other internationally accepted trade terms]*  |
| GCC 4.2 (b) | The edition of Incoterms shall be *[insert date of current edition]* |
| **GCC 5.1** | The language shall be: *[insert the name of the language i.e. English or Arabic]*  |
| **GCC 8.1** | For **notices**, **the Contracting Authority’s address shall be:**Attention: *[ insert full name of person, if applicable]*Street Address: *[insert street address and number]*Floor/ Room number*: [insert floor and room number, if applicable]*City: *[insert name of city or town]*Post Code: *[insert postal Post code, if applicable]*Country: *[insert name of country]*Telephone: *[include telephone number, including country and city codes]*Facsimile number: *[insert facsimile number, including country and city codes]*Electronic mail address*: [insert e-mail address]***The Supplier’s address shall be:**Attention: *[ insert full name of person, if applicable]*Street Address: *[insert street address and number]*Floor/ Room number*: [insert floor and room number, if applicable]*City: *[insert name of city or town]*Post Code: *[insert postal Post code, if applicable]*Country: *[insert name of country]*Telephone: *[include telephone number, including country and city codes]*Facsimile number: *[insert facsimile number, including country and city codes]*Electronic mail address*: [insert e-mail address]* |
| **GCC 10.2** | The rules of procedure for arbitration proceedings pursuant to GCC Clause (10.2) shall be as follows: ***(a) Contract with Foreign Supplier:***  *[For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Contracting Authority may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976 or the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC).****If the Contracting Authority chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:***GCC (10.2) - (a)—Any dispute, controversy or claim arising out of or relating to this Contract, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. ***If the Contracting Authority chooses the Rules of ICC, the following sample clause should be inserted:***GCC (10.2) - (b)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules. ***(b) Contracts with Supplier national from Kurdistan Region:*** In the case of a dispute between the Contracting Authority and a Supplier who is a national from Kurdistan Region, the dispute shall be referred to adjudication or arbitration in accordance with the laws in force in Kurdistan Region.  |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by the Supplier are: *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer’s or Supplier’s warranty certificate, inspection certificate issued by nominated inspection agency, Supplier’s factory shipping details etc].*The above documents shall be received by the Contracting Authority before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.  |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *[insert “shall” or “shall not,”]* be adjustable.If prices are adjustable, the formula referred to in the SCC’s attachments shall be used to calculate the price adjustment. |
| **GCC 16.1** | ***Sample provision***The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:**Payment for Goods supplied from abroad:** Payment of foreign currency portion shall be made in (\_\_\_\_\_\_\_\_\_\_\_\_\_ ).*[choose one of bellow options]**[Option One]* (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in Section eight – Contract Forms.(ii) **On Delivery:** (70) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause (13).(iii) **On Acceptance:** The remaining (20) percent of the Contract Price shall be paid to the Supplier within (60) days after the date of the acceptance certificate for the respective delivery issued by the Contracting Authority.Payment of local currency portion shall be made if any, in Iraqi Dinarswithin (30) days of presentation of claim supported by a certificate from the Contracting Authority declaring that the Goods have been delivered and that all other contracted Services have been performed. *[Option Two]*(i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in Section eight – Contract Forms.(ii) **On Shipment:** (70) percent of the Contract Price shall be paid on Goods shipped through opening a credit non cashable in a bank in its country to the interest of the Contracting Authority upon submission of the documents specified in GCC Clause (13).(iii) **On Acceptance:** The remaining (20) percent of the Contract Price shall be paid to the Supplier within (60) days after the date of the acceptance certificate for the respective delivery issued by the Contracting Authority.Payment of local currency portion shall be made, if any, in Iraqi Dinarswithin (30) days of presentation of claim supported by a certificate from the Contracting Authority declaring that the Goods have been delivered and that all other contracted Services have been performed. **Payment for Goods and Services supplied from within Iraq:** Payment for Goods and Services supplied from within Iraq shall be made in Iraqi Dinars, as follows:* + - 1. **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Contracting Authority.

 * + - 1. **On Delivery:** (70) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause (13).
			2. **On Acceptance:** The remaining (20) percent of the Contract Price shall be paid to the Supplier within (30) days after the date of the acceptance certificate for the respective delivery issued by the Contracting Authority.
 |
| **GCC 16.5** | The payment-delay period after which the Contracting Authority shall pay interest to the supplier shall be *[insert number]* days.The interest rate that shall be applied is *[insert number] %* |
| **GCC 18.1** | A Performance Security amount is: *[insert amount and currency] or at the currency specified in contract payments and at the rate specified for contract prices.*  *[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Contracting Authorities perceived risk and impact of non-performance by the Supplier. A (10) percentage is used under normal circumstances]*  |
| **GCC 18.3** | the Performance Security shall be in the form of : *[insert “a Bank Guarantee” or another acceptable form]* |
| **GCC 18.4** | Discharge of the Performance Security shall take place: *[ insert date if different from the one indicated in sub clause GCC (18.4)]**[If applicable, insert “The contracting Authority shall decrease the amount of the Performance Security value to (2%) after receipt and acceptance of the Goods, to cover the Supplier’s obligations during the warranty period”.]* |
| **GCC 23.2** | The packing, marking and documentation within and outside the packages shall be: *[insert in detail the type of packing required, the markings in the packing and all documentation required]* |
| **GCC 24.1** | The insurance coverage shall be as specified in the Incoterms.If not in accordance with Incoterms, insurance shall be as follows: *[Insert specific insurance provisions agreed upon, including coverage, currency, and amount]*. |
| **GCC 25.1** | Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[insert transportation details agreed upon]*  |
| **GCC 26.1** | The inspections and tests shall be: *[insert nature, frequency, procedures for carrying out the inspections and tests]* |
| **GCC 26.2** | The Inspections and tests shall be conducted at: *[insert name(s) of location(s)]* |
| **GCC 27.1** | The liquidated damage shall be: [*insert number]*% per week |
| **GCC 27.1** | The maximum amount of liquidated damages shall be: *[insert number]*% |
| **GCC 28.3** | The period of validity of the Warranty shall be: *[insert number]* days For purposes of the Warranty, the place(s) of final destination(s) shall be: *[insert name(s) of location(s)]*The Warranty shall cover*: [Insert details]* |
| **GCC 28.5** | The period for repair or replacement shall be: *[insert number(s)]* days. |
| **GCC 33.1 (e)** | The maximum percentage by which quantities may vary (increase or decrease) without modifying the unit price is: *[insert percentage]* |

# Price Adjustment Formula

If in accordance with GCC (15.2), prices shall be adjustable, the following method shall be used to calculate the price adjustment:

Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

P1 = P0 [a + bL1 + cM1] - P0

 L0 M0

a+b+c = 1

in which:

P1 = adjustment amount payable to the Supplier.

P0 = Contract Price (base price).

a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.

b = estimated percentage of labor component in the Contract Price.

c = estimated percentage of material component in the Contract Price.

L0, L1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

M0, M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Contracting Authority are as follows:

a = *[insert value of coefficient a]*

b= *[insert value of coefficient b]*

c= *[insert value of coefficient c]*

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = (14) days prior to the deadline for submission of the bids.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Contracting Authority will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

(b) If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section VIII: Contract Forms

# Table of Forms

1. Letter of Acceptance
2. Contract Agreement
3. Performance Security
4. Bank Guarantee for Advance Payment

# Letter of Acceptance

*[Letterhead paper of the Contracting Authority]*

*[date]*

To: *[name and address of the Supplier]*

Subject: ***Letter of Acceptance for Contract No.***  . . . . . . . . . .

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section VIII, Contract Forms, of the Bidding Document.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**

# 2. Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made at *[ insert:* ***number****]* day of *[ insert:* ***month****]*, *[ insert:* ***year****]*.

BETWEEN:

1. *[ insert complete name of Contracting Authority]*,an agency of *[insert name of specific ministry or government agency]* of the Government of Kurdistan Region, or a corporation incorporated according to the law of Kurdistan Region, and having its principal place of business at *[ insert address of Contracting Authority]* (hereinafter called “the Contracting Authority”),

And

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

WHEREAS the Contracting Authority invited bids for certain Goods and Related services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Contracting Authority and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a) The Contracting Authority’s Notification of Award

(b) Bid Submission Letter

(c) Addenda Nos. \_\_\_\_\_\_\_\_\_\_\_\_ (if any)

(d) Special Conditions of Contract

(e) General Conditions of Contract

(f) Technical Requirements (including Schedule of Requirements and Technical Specifications)

(f) The Supplier’s Bid and original Price Schedules

(g) *[Add here any other document(s)]*

1. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
2. In consideration of the payments to be made by the Contracting Authority to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Contracting Authority to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Contracting Authority hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws in force in *Kurdistan Region* on the day, month and year indicated above.

For and on behalf of the Contracting Authority

Signed: *[insert signature]*

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

For and on behalf of the Supplier

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

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

# 3. Performance Security

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

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

Tender No. and title*: [insert no. and title of Tender]*

Bank’s Branch or Office: *[insert bank name and branch address or issuing office]*

**Beneficiary:** *[insert complete name and address of Contracting Authority]*

**PERFORMANCE Security No.:** *[insert Performance Security number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No*. [insert contract identification number]* dated *[insert day and month], [insert year]* with you, for the supply of *[insert description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Security is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding (*[insert amount(s) in figures and words]) [[1]](#footnote-1)* Iraqi Dinarsupon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Performance Security shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,*[[2]](#footnote-2)* and any demand for payment under it must be received by us at this office on or before that date.

This Performance Security is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. (458), except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

*[signatures of authorized representatives of the bank and the Supplier]*

# 4. Bank Guarantee for Advance Payment

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]*

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

Tender No. and title: *[insert identification number and title of tender]*

*[bank’s letterhead]*

**Beneficiary:** *[insert legal name and address of Contracting Authority]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank],* have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert Contract identification number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of (*[insert amount(s) in figures and words]) [[3]](#footnote-3)* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number* *and domicile of the account]* at *[insert name and address of the bank]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date] [[4]](#footnote-4).*

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. (458)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*[signature(s) of authorized representative(s) of the bank*

# Invitation for Bids

 **[*Name of the Contracting Authority*]**

**[Tender Title]:**

**[Tender Identification No.]**

1. The *[insert name of Contracting Authority]* now invites sealed bids from eligible bidders for *[insert brief description of Goods required]*.
2. Bidding will be conducted in accordance to the Public Procurement Regulations number (2) of (2016) and is open to all eligible bidders. Qualifications offered by successful Bidder are: *[insert brief description of qualifications specified in Section (III) in Bidding Document]*.
3. Interested eligible bidders may obtain further information from *[insert name of the Contracting Authority]* and inspect the bidding documents, on bellow address during *[insert start of official hour]* to *[insert end of official hour]* from Sunday to Thursday.
4. A complete set of bidding documents in [*insert name of language*] may be purchased by interested eligible bidders, in the address below, upon payment of a nonrefundable fee of [*insert amount and currency]*.
5. Bids must be delivered to the address below on or before *[insert time and date].* Electronic bidding will *[will not]* be permitted. Validity of bids shall continue for a period [insert number of days as specified in Bid Data Sheet] days beyond the deadline of bid submission. Bids should be accompanied by [insert one of the options: “Bid Security in the amount [insert amount and currency] valid for [insert number of days] days beyond Bid validity” or “Bid-Securing Declaration in accordance with the Form included in Bidding Documents”]. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders’ designated representatives and anyone who choose to attend at the address below on *[insert time and date]*.
6. Contracting authority is not bound to accept the lowest bid to the detriment of the technical specifications and qualification terms and conditions.
7. The award winning bidder shall bear the cost of the advertisement and publishing of the last advertisement for the tender.

*[Insert name of the Contracting Authority]*

*[insert postal address and/or street address]*

*[insert phone number include the country and city code]*

*[insert electronic email address]*

1. *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC.* [↑](#footnote-ref-1)
2. *Dates established in accordance with Clause (17.4) of the General Conditions of Contract (“GCC”), taking into account any warranty obligations of the Supplier under Clause (15.2) of the GCC intended to be secured by a partial Performance Security. The Contracting Authority should note that in the event of an extension of the time to perform the Contract, the Contracting Authority would need to request an extension of this Performance Security from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Performance Security. In preparing this Performance Security, the Contracting Authority might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Performance Security for a period not to exceed [six months] [one year], in response to the Contracting Authority’s written request for such extension, such request to be presented to us before the expiry of the Performance Security.”* [↑](#footnote-ref-2)
3. *The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC.* [↑](#footnote-ref-3)
4. *Insert the Delivery date stipulated in the Contract Delivery Schedule. The Contracting Authority should note that in the event of an extension of the time to perform the Contract, the Contracting Authority would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Contracting Authority might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Contracting Authority’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”* [↑](#footnote-ref-4)