

**BABY MILK POWDER TENDER NO. 3 / 2010**  
**DOCUMENTARY CREDIT (L/C) OR CASH PAYMENT BASIS**

**YOU ARE INVITED TO GIVE YOUR BEST PRICES PER TON FOR THE SUPPLY OF BABY MILK POWDER ACCORDING TO THE FOLLOWING CONDITIONS :-**

- 1. PRICES : SHOULD BE SUBMITTED ON ( CIF ) UM QASER BASIS PER M/TON OR CIP BUYER'S WAREHOUSES IN BAGHDAD AND ALL IRAQI GOVERNARATES .**
- 2. QUANTITY ( 2000 - 3000 ± 5% ) NET METRIC TONS 5 % PCT MORE OR LESS (FINAL DECISION REGARDING SPECIFYING QUANTITY IS BUYER'S OPTION), ACCORDING TO THE FOLLOWING SPECIFICATIONS**

**-QUALITY AND SPECIFICATIONS :-**

ACCORDING TO OUR SPECIFICATION MENTIONED HERE UNDER

- " FIT FOR HUMAN CONSUMPTION" ACCORDING TO INTERNATIONAL NORMS FOR INFANT FORMULA , WITH A VALID SHELF LIFE OF AT LEAST TWO YEARS FROM THE DATE OF PRODUCTION, AND AT LEAST 18 MONTHS FROM THE DATE ON WHICH THE CARGO ARRIVES AT THE POINT OF ENTRY IN IRAQ

FROM ONE DAY TO SIX MONTHS

FAT – 21 TO 29 GRAMS PER 100 GRAMS

PROTEIN – 11.2 TO 14.3 GRAMS PER 100 GRAMS

CARBOHYDRATE - 53.6 TO 60.9 GRAMS PER 100 GRAMS

MINERALS – 2.5 TO 3.2 GRAMS PER 100 GRAMS

MOISTURE – 2.5 TO 3 GRAMS PER 100 GRAMS

IN ADDITION TO MILK FAT , MAY CONTAIN SUNFLOWER OIL OR CORN OIL , AS SUITABLE FOR BABIES ' TASTE ONLY

FROM SIX MONTHS TO ONE YEAR –

FAT - 17.5 TO 22 GRAMS PER 100 GRAMS

PROTEIN - 12 TO 18 GRAMS PER 100 GRAMS

CARBOHYDRATE – 53 TO 62 GRAMS PER 100 GRAMS

MINERALS – 3.2 TO 4.1 GRAMS PER 100 GRAMS

MOISTURE - 2.5 TO 3 GRAMS PER 100 GRAMS

TO BE FORTIFIED WITH THE VITAMINS IN THEIR QUANTITIES FOUND IN CODEX STAN 72-1981

( CODEX STANDARD FOR INFANT FORMULA )

LESITHIN - UP TO A MAXIMUM OF 0.5 GRAMS PER 100 MILLI LITERS

THICKENERS - UP TO A MAXIMUM OF 0.1 GRAMS PER 100 MILLI LITERS ( INDIVIDUALLY ) AND 0.5 GRAMS PER 100 MILLI LITERS ( AS AMIXTURE )

ANTIOXIDANT - UP TO A MAXIMUM OF ONE MILLIGRAM PER MILLIMETER ( 1 MG / M1 )

RADIATION CONCENTRATE RESIDUE TO BE WITHIN THE LOCAL LIMIT OF 30 BQ PER KILOGRAM

PH TO BE ADDED AS AN ADJUSTING AGENT ACCORDING TO THE GOODS PRODUCT PROCEDURE .

TO BE FREE FROM PESTICIDE RESIDUE , HORMONES , ANTIBIOTICS , AND OTHER VETERINARIAN

DRUGS

TO BE FREE FROM PATHOGENIC BACTERIA AND ITS TOXINS , OR AN OTHER KIND OF TO XIN

\* VITAMINS AND MINERALS AS FOLLOWS :-

A VITAMINS	AMOUNT PER 100 AVAILABLE COLORIES		AMOUNT PER 100 AVAILABLE KILO JOULES	
	MIN	MAX	MIN	MAX
VITAMIN ( A )	250 I. U OR 75 MICRO GRAM AS RETINOL	500 I. U OR 150 MICRO GRAM AS RETINOL	60 I.U OR 18 MICRO GRAM AS RETINOL	120 I.U OR 37 MICRO GRAM AS RETINOL
VITAMIN ( D )	40 I.U	100 I.U	10 I.U	25 I.U
VITAMIN ( C ) ( ASCORBIC ACID )	8 MG	N . S ( NOT SPECIFIED )	1.9 MG	N . S
VITAMIN ( B1 ) THAIMINE	40 MICRO GRAM	N . S	10 MICRO GRAM	N . S
VITAMIN ( B2 ) ( RIBOFLAVIN )	60 MICRO GRAM	N . S	14 MICRO GRAM	N . S
NICOTINAMIDE	250 MICRO GRAM	N . S	60 MICRO GRAM	N . S
VITAMIN ( B6 )	35 MICRO GRAM	N . S	9 MICRO GRAM	N . S
FOLIC ACID	4 MICRO GRAM	N . S	1 MICRO GRAM	N . S
PANTOLENIC ACID	300 MICRO GRAM	N . S	70 MICRO GRAM	N . S
VITAMIN B12	0.15 MICRO GRAM	N.S	0.04 MICRO GRAM	N . S
VITAMIN K1	4 MICRO GRAM	N . S	1 MICRO GRAM	N . S
BIOTIN	1.5 MICRO GRAM	N . S	0.4 MICRO GRAM	N . S
VITAMIN ( E )	0.7 I.U IN EACH 1 GM OF LINOLEIC ACID BUT NOT BE LESS THAN 0.7 I.U FOR 100 AVAILABLE CALORIES	N . S	0.7 I.U IN EACH 1 GM OF LINOLEIC ACID BUT NOT BE LESS THAN 0.15 I.U FOR 100 AVAILABLE KILOJOULES	
B . MINERALS	AMOUNT PER 100 AVAILABLE COLORIES		AMOUNT PER 100 AVAILABLE KILOJOULES	
	MIN	MAX	MIN	MAX
Na	20 MG	60 MG	5 MG	15 MG
K	80 MG	200 MG	20 MG	50 MG
CL	55 MG	150 MG	14 MG	35 MG
CA **	50 MG	N . S	12 MG	N . S
P **	25 MG	N . S	6 MG	N . S
Mg	6 MG	N . S	1.4 MG	N . S
Fe ***	1 MG	N . S	0.25 MG	N . S

Fe	0.15 MG	N . S	0.04 MG	N . S
I	5 MICRO GRAM	N . S	1.2 MICRO GRAM	N . S
CU	60 MICRO GRAM	N . S	14 MICRO GRAM	N . S
Zn	0.5 MG	N . S	0.12 MG	N . S
Mn	5 MICRO GRAM	N.S	1.2 MICRO GRAM	N .S
CHOLINE	7 MG	N .S	1.7 MG	N .S

\* VITAMIN B6 SHOULD NOT BE LESS THAN 15 MICRO GRAM / 1 gm PROTEIN IN FOOD CONTAINING MORE THAN 1.8 GM PROTEIN / 100 CALORIC .

\*\* CA: P SHOULD NOT BE LESS THAN 1.2 AND NOT MORE THAN 2 .

\*\*\* FOOD CONTAINING NOT LESS THAN 1 MG FE / 100 CALORIES EXPLAINING SHOULD BE THAT FOOD IS FORTIFIED WITH IRON

**- METHODS OF ANALYSIS :-**

ANALYSIS TO ENSURE COMPLIANCE WITH INTERNATIONAL SPECIFICATIONS WILL USE THE FOLLOWING PROCEDURES :

1. PEARSON
2. AOAC

**3. PAYMENT :**

**A- CIF UM QASR PORT.**

**1- IN CASE OF L/C PAYMENT BASIS :-**

BY AN IRREVOCABLE , UNCONFIRMED AND UNTRANSFERABLE LETTER OF CREDIT IN FAVOR OF THE SELLER ISSUED BY TBI TRADE BANK OF IRAQ PAYABLE ACCORDING TO THE FOLLOWING :

A- FOR THE PRODUCERS AND MANUFACTURERS OF THE COMMODITY :

90 % OF TOTAL VALUE OF QUANTITY OF THE COMMODITY SHALL BE PAID AGAINST SHIPPING DOCUMENTS .

THE REMANING 10% SHALL BE PAID UPON ARRIVAL OF CONSIGMENT TO UM QASER AND ISSUING OF PORT REPORT AND ANALYSES RESULT ( ON CONDITION THAT SELLER SHOULD TAKE ALL THE PROCEDURES WHICH GUARANTEE THE SAFETY OF DELIVERING THE GOODS TO UM QASER PORT .

B- FOR THE OTHER COMPANIES :

90 % OF TOTAL VALUE OF QUANTITY OF THE COMMODITY SHALL BE PAID UPON ARRIVAL OF CONSIGMENT TO UM QASER AND ISSUING OF PORT REPORT AND ANALYSES RESULT ( ANALYSES RESULT SHOULD CONFIRM FITNESS OF GOODS FOR HUMAN CONSUMPTION AND CONFIRMING TO CONTRACTUAL SPECIFICATIONS ) .

THE REMANING 10% SHALL BE PAID AFTER DELIVERING THE COMMODITY TO FINAL DESTINATION ( BUYER'S WAREHOUSES IN BAGHDAD AND ALL IRAQI GOVERNARATES )

\* PAYMENT WILL BE ACCORDING TO FORMAL LETTER ISSUED BY BUYER TO THE TRADE BANK OF IRAQ ( L/C OPENER

\* ALL AMENDMENT CHARGES WILL BE ON SELLER'S ACCOUNT .

**2- IN CASE OF CASH PAYMENT BASIS :-**

90 % OF TOTAL VALUE OF QUANTITY OF THE COMMODITY SHALL BE PAID UPON ARRIVAL OF CONSIGMENT TO UM QASER AND ISSUING OF PORT REPORT AND ANALYSES RESULT ( ANALYSES RESULT SHOULD CONFIRM FITNESS OF GOODS FOR HUMAN CONSUMPTION AND CONFIRMING TO CONTRACTUAL SPECIFICATIONS ) .

THE REMANING 10% SHALL BE PAID AFTER DELIVERING THE COMMODITY TO FINAL DESTINATION ( BUYER'S WAREHOUSES IN BAGHDAD AND ALL IRAQI GOVERNARATES )

**B- CIP BUYER'S WAREHOUSES (DOCUMENTARY CREDIT (L/C) OR CASH PAYMENT BASIS**

**100% OF GOOD'S VALUE PAYABLE AFTER ARRIVAL OF GOODS TO FINAL DESTINATION (BUYER'S WAREHOUSES IN BAGHDAD AND ALL IRAQI GOVERNARATES) ACCORDING TO MOT/SCFT WAREHOUSES DELIVERY RECEIPTS AND CERTIFICATE FROM MOT/SCFT**

**LABORATORY TO CONFIRM THAT GOODS ARE FIT FOR HUMAN CONSUMPTION AND COMPLIED TO CONTRACTUAL SPECIFICATIONS**

**4. DOCUMENTS REQUIRED FOR PAYMENT :**

- A – COMMERCIAL INVOICE REFERENCING TO LETTER OF CREDIT NUMBER AND DATE OF ISSUANCE , AND SHOWING DELIVERY INFORMATION TO INCLUDE ITEM DESCRIPTION , QUANTITY , UNIT ,PRICE PER UNIT , TOTAL QUANTITY , TOTAL VALUE , COUNTRY OF ORIGIN , MANUFACTURER / COMPANY , POINT OF ENTRY , AND DELIVERY TERMS , SWFT CODE ( FOR BOTH IRAQI AND FOREIGN BANK ) , NAME OF ACCOUNT HOLDER , AND ACCOUNT NUMBER FOR SELLER'S FOREIGN BANK.
- B- PACKING LIST WITH NUMBER OF CONTAINERS AND NUMBER OF CARTONS IN EACH .
- C – INTERNATIONALLY RECOGNIZED BILL OF LADING TO BE MARKED FREIGHT PREPAID AND ONE ORIGINAL COPY TO BE SEND DIRECTLY TO BUYER BY DHL .
  
- D – THE FOLLOWING CERTIFICATES :
  - CERTIFICATE OF ORIGIN AND COMMERCIAL INVOICE RATIFIED BY OUR IRAQI COMMERCIAL ATTACHE AT COUNTRY OF ORIGIN .
  - CERTIFICATE BY INDEPENDENT SURVEYOR ACCEPTED BY THE MOT CONFIRMING FITNESS OF GOODS TO CONTRACTUAL SPECIFICATIONS AND CONDITIONS AND IS FREE FROM MILAMIEN ALSO CONFIRMING THE MILK IS FREE FROM DIOXIN AND ANY OTHER CONTAMINANTS (ANY QUANTITY SUPPLIED AND FOUND TO BE CONTAMINATED WITH DIOXIN AND./OR ANY OTHER CONTAMINANT WILL BE REJECTED).AT PORT OF SHIPMENT . INSPECTION AND DOCUMENTATION CHARGES ARE SELLER'S ACCOUNT .
  - CERTIFICATE ISSUED BY A HEALTH OR PHYTO-SANITARY AUTHORITY IN THE COUNTRY OF ORIGIN, STATING THAT THE GOODS ARE FIT FOR HUMAN CONSUMPTION AND ARE CONSUMED IN THE COUNTRY OF ORIGIN AND THAT THE GOODS ARE FREE FROM RADIATION .
  - CERTIFICATE ISSUED BY CORRESPONDING AUTHORITY STATING THAT THE IMPORTED COMMODITY **AND ITS RAW MATERIALS HAVE NOT BEEN GENETICALLY MODIFIED .**
  - CERTIFICATE ISSUED BY THE SELLER TO SHOW WEIGHT OF COMMODITY SHIPPED .
  - A CERTIFICATE FROM INDUSTRIAL AND COMMERCIAL CHAMBER OF COMMERCE IN COUNTRY OF ORIGIN PROVING THAT SUPPLIER FULLY OR PARTIALLY OWNS THE FACTORY THAT PRODUCES THE COMMODITY . THIS ITEM CONCERN THE PRODUCING COMPAINES ONLY
  - CERTIFICATE ISSUED BY MANUFACTURER CONFIRMING THAT THE SHIPPED QUANTITY HAS BEEN MANUFACTURED IN HIS FACTORY .
  - CERTIFICATE ISSUED BY THE INDEPENDANT SURVEYOR CONFIRMING THAT THE COMMODITY IS FREE FROM MILAMIEN .
  - MANIFEST OF AGREED QUANTITY RATIFIED BY IRAQI ENTRY POINT .
  - INSURANCE POLICY TO COVER ALL RISKS ..
  - HEALTH/ VETERINARY CERTIFICATE ISSUED BY COMPETENT AUTHORITY TO BE ENCLOSED WITH THE SHIPPING DOCUMENTS ATTESTING THAT THE MILK USED IN PRODUCTION AND FORAGE USED FOR FEEDING COWS ARE FREE FROM DIOXIN AND THAT PRODUCTION HAS BEEN CARRIED OUT ON THE BASIS OF NORMATIVE PROCEDURES OF THE FOLLOWING COUNTRIES OF PRODUCTION : BELGIUM , SPAIN , ITALY,GERMANY , DENMARK AND FRANCE ALSO ATTESTING THAT THE FARMS FROM WHICH THE MILK DERIVES , AND THUS THE MILK ARE AFFECTED NEITHER BY MAD COW DISEASE NOR BY FOOT AND MOUTH DISEASE .
  - A CERTIFICATE ISSUED BY AUTHORITY IN THE COUNTRY OF ORIGIN STATING THAT THE PRODUCT IS FREE FROM ARTIFICIAL & CHEMICAL COLOURING WHICH ARE NOT ALLOWED TO USE IN FOOD LIKE (SUDAN 1-2) , AND THE COLOUR USED MUST BE ALLOWED TO USE IN FOOD .

- COPIES OF DOCUMENTS SHOULD BE SUBMITTED TO BUYER .
- ALL DOCUMENTS INVOICES AND CORRESPONDENCES SHOULD INDICATE CONTRACT NO. ARE INDENT NO. AND THE NAME OF THE COMMODITY .
- PORT REPORT CONFIRMING THE TOTAL QUANTITY RECEIVED AT UM QASER PORT .
- ANALYSIS CERTIFICATE ISSUED BY BUYER'S LABORATORY CONFIRMING THAT THE COMMODITY FITS FOR HUMEN CONSUMPTION AND CONFORMS TO THE CONTRACTUAL SPECIFICATIONS .
- WAREHOUSE DELIVERY DOCUMENTS CONFIRMING THE ACTUAL DELIVERD QUANTITY IN BUYER'S WAREHOUSES IN BAGHDAD AND OTHER GOVERNORATES .

**BANK CHARGES :**

WITHIN IRAQ WILL BE FOR BUYER'S ACCOUNT, WHILE CHARGES FOR BANKING TRANSACTIONS OUTSIDE OF IRAQ AND FOR AMENDMENTS OR EXTENSIONS REQUIRED BY SELLER WILL BE FOR THE SELLER'S ACCOUNT. THE CORRESPONDING BANK WILL DEDUCT THESE CHARGES FROM THE FIRST PAYMENT MADE TO THE SELLER UNDER THE LETTER OF CREDIT . THE SELLER WILL BE RESPONSIBLE FOR ALL BANKING CHARGES INCURRED IN THE EVENT THE SELLER FAILS TO FULFILL HIS OBLIGATIONS UNDER THIS CONTRACT .

- SELLER UNDERTAKE TO PAY THE PORT FEES IN CASE THE GOODS FOUND NOT COMPLY WITH THE CONTRACTUAL SPECIFICATIONS , AND IN CASE OF DELAY IN SUBMITTING SHIPPING DOCUMENTS ( ORIGINAL BILL OF LADING ) .

**5.ORIGIN OF GOODS :- ACCEPTED ORIGIONS ARE :-**

FRANCE , BELGIUM , NETHERLAND , SWITZERLAND , VIETNAM AND ITALY  
SELLER HAS TO SPECIFY ONE COUNTRY OF ORIGIN THAT MUST NOT BE AMENDED AFTER BOOKING .

**6.ENTRY POINT :- THROUGH IRAQI PORTS OR OTHER IRAQI INLAND ENTRY POINTS ( TO BE PLAINLY SPECIFIED BY SELLER IN THE OFFER AND MUST NOT BE AMENDED AFTER BOOKING OTHERWISE OFFER WILL BE NEGLECTED ) .**

**7. TESTING :**

THE FIRST SET OF TESTS UNDER THE CONTRACT WILL BE CARRIED THROUGH BY A FIRST CLASS INDEPENDENT SURVEYOR NOMINATED BY BUYER AT THE PORT OF LOADING OF THE COMMODITY , AGAINST THE SPECIFICATIONS LISTED IN SECTION ( 2 ) , AND TEST RESULTS WILL BE E-MAILED TO THE MOT/ ( FOOD STUFF ) , INSPECTION CHARGES ARE AT SELLER'S ACCOUNT .

THE SECOND SET OF TESTS WILL BE CARRIED THROUGH BY BUYER WHEN THE CARGO ARRIVES AT UM QASER PORT . SAMPLES WILL BE TAKEN FOR TEST IN BUYER'S LABORATORY , IN ACCORDANCE WITH RELEVANT INTERNATIONAL STANDARDS , TO CONFIRM COMPLIANCE WITH THE QUALITY SPECIFICATIONS AND FITNESS FOR HUMAN CONSUMPTION INDICATED BUYER TESTING WILL BE COMPLETED WITHIN SEVEN ( 7 ) DAYS AFTER THE ARRIVAL OF COMMODITIES TO UM QASER PORT .

THE FINAL DECISION CONCERNING FITNESS OF GOODS FOR HUMAN CONSUMPTION : WILL BE ACCORDING TO ( BUYER'S )

DECISION ACCORDING TO THE FOLLOWING :-

- A – THE BUYER HAS THE RIGHT TO REJECT ANY QUANTITY FOUND NOT COMPLY WITH THE CONTRACTUAL SPECIFICATIONS AND THE SELLER MUST REMOVE SAME FROM FROM THE PORT WITHIN TEN DAYS FROM THE DATE OF INFORMING THE BUYER WITH ANALYSIS RESULT . ALL CHARGES ( STORAGE , LOADING , UNLOADING AND OTHER CHARGES ) ARE ON SELLER ACCOUNT .
- OTHERWISE BUYER HAS THE RIGHT TO SPOIL IMMEDIATELY THE GOODS NOT COMPLY WITH THE CONTRACTUAL SPECIFICATION WITHIN A WEEK TIME AFTER THE ( 10 DAYS ) MENTIONED ABOVE WITHOUT ANY NOTIFICATION OR LEGAL WARRANTY TO THE SELLER IN THIS CONCERN . ALL CHARGES FOR THIS ACTION WILL BE ON SELLER' S ACCOUNT .

- B - THE BUYER HAS THE RIGHT TO SPOIL ANY QUANTITY FOUND UNFIT FOR HUMAN AND ANIMAL CONSUMPTION AFTER TEN DAYS FROM THE DATE OF INFORMING THE BUYER WITH ANALYSIS RESULT PROVING THAT GOODS ARE UNFIT FOR HUMAN AND ANIMAL CONSUMPTION , IN CASE SELLER HAS NO OBJECTION DURING ABOVE MENTIONED PERIOD WITHOUT ANY NOTIFICATION OR LEGAL WARRANTY . BUT IN CASE SELLER HAS AN OBJECTION TO LAB INSPECTION RESULT DURING THE 10 DAYS LIMIT , THEN THE TWO CONTRACTED PARTIES HAVE THE RIGHT TO POINT A THIRD IRAQI PARTY SURVEYOR TO REANALYSIS THE GOODS WITHIN MAX . 10 DAYS FROM THE OBJECTION DATE . IN CASE GOODS STILL FOUND NOT FIT FOR HUMAN CONSUMPTION THEN THE BUYER HAS THE RIGHT TO SPOIL IMMEDIATELY THE GOODS WITHOUT ANY NOTIFICATION OR COURT WARRANTY TO THE SELLER . ALL CHARGES FOR THE SPOILING PROCEDURE WILL BE ON SELLER'S ACCOUNT .
- C- THE SELLER WILL BE LISTED IN THE BLACK LIST IF IT PROVIDES BUYER WITH GOOD NOT FIT FOR HUMAN CONSUMPTION . OR NOT COMPLYING TO CONTRACTUAL SPECIFICATIONS .
- D- IN CASE OF REFUSING OR SPOILING QUANTITIES , THE SELLER SHOULD COMPENSATE BUYER WITH ALTERNATIVE QUANTITIES ACCORDING TO CONTRACTUAL SPECIFICATIONS DURING PERIOD OF CONTRACT FULLFILLMENT OTHERWISE THE BUYER WILL IMPLEMENT ON SELLER EXPENSE IN A WAY THAT IS FOUND SUITABLE BY BUYER AND THE PERFORMANE BOND SUBMITTED BY SELLER WILL BE CONFISCATED WITH OUT ANY WARING OR LEGAL WARRANTY

## **8. PACKING :**

THE INFANT FORMULA MUST BE PACKED IN CARTON EACH ONE CONTAINING 24 TINS OF 450 GRAMS NET WEIGHT OF INFANT FORMULA 24 TIN MAY BE PACKED IN CARTON WILL BE FROM DOUBLE-WALL CORRUGATED CARTONS, EACH CARTON MUST CONTAIN THREE FLAT LAYERS OF LINER PAPER: ONE OF THEM MUST BE BETWEEN TWO LAYERS OF FLUTE PAPER WHICH MUST BE WELL FIXED AND THE NUMBER OF FLUTES MUST APPROXIMATELY BE FROM 150 TO 184 FLUTES PER METER IN THE SHEETS, AND THE FLUTE HEIGHT MUST APPROXIMATELY BE FROM 2.1 TO 2.8 MILLIMETERS. FLUTE PAPER SPECIFICATIONS MUST BE AS FOLLOWS ESSENTIAL WEIGHT OF 118 GRAMS PER SQUARE METER, AND THICKNESS OF 0.22 MILLIMETERS, WITH A TOLERANCE OF 6% THE RESISTANCE POWER OF THE FLAT CRUSH FOR THE FLUTE PAPER MUST BE A MINIMUM OF 1.8 KILOGRAM POWER PER SQUARE CENTIMETER. THE CARTON MUST BE BOUND WITH WIDE STICK TAPE NOT LESS THAN FIVE CENTIMETERS OR WITH A WIRE, DISTANCE BETWEEN EVERY TWO STITCHES MUST BE NOT MORE THAN FIVE CENTIMETERS. THE CARTON SURFACE MUST PASS THE TEST OF WATER RESISTANCE. EACH CONTAINER MUST CONTAIN ONLY ONE BATCH OF THE COMMODITY, WHICH MUST BE MANUFACTURED AT THE SAME PROCESSING INSTALLATION ON THE SAME DATE.

### **\* DISCOUNT CONDITION :**

BUYER HAS THE OPTION TO ACCEPT GOODS WITH A DISCOUNT IN CASE FOUND A DEVIATION IN CONTRACTUAL SPECIFICATIONS , PROVIDED THAT , SAME DEVIATIONS SHOULD BE WITHIN THE ALLOWED MAX / MIN . LIMITS PERCENTAGE OF DEVIATIONS IN SPECIFICATIONS FIXED BY CONCERNED AUTHORITY BY WHICH THESE SPECIFICATIONS ARE ADOPTED CONFIRMED BY TECHNICAL PARTY CONCERNED WITH GOODS RECEIPT .

## **9. MARKING :**

THE FOLLOWING MARKS WILL BE CLEARLY PRINTED ON EACH TIN AND EACH CARTON AND PACKING LIST MUST BE MARKED WITH EACH CONTAINER

(( IMPORT BY MINISTRY OF TRADE / STATE COMPANY FOR FOOD STUFF TRADING TO BE DISTRIBUTED BY RATIONS LABEL ))

(( BREAST MILK IS THE IDEAL FOOD FOR INFANT ))

"BABY MILK POWDER"

GROSS AND NET WEIGHT

DATE OF PRODUCTION

EXPIRY DATE.

COUNTRY OF ORIGIN

CODE OR FULL NAME OF PRODUCTION ENTERPRISE

BATCH NUMBER

L/C NUMBER

IN CASE THE SELLER FAILS TO FIX ABOVE MENTIONED SHIPPING MARKS APENALTY EQUALES ( USD 10 PER TON WILL BE IMPOSED UPON HIM )

**10. SHIPMENT:**

**- PARTIAL SHIPMENT IS ALLOWED .**

- TRANSSHIPMENT IS ALLOWED FOR GOODS TO BE IMPORTED THROUGH SEA .  
- THE SELLER MUST ADVISE THE BUYER WITH SHIPMENT DETAILS FOR THE CONTRACTUAL QUANTITY AT THE TIME OF CONTRACTING AND WILL INDICATE THE EXPECTED SCHEDULE OF

VESSEL'S ARRIVAL AT UM QASER PORT AS SOON AS SHIPMENT IS AFFECTED .

- THE SELLER SHOULD SUBMIT TOGETHER WITH CARGO SHIPPED A DETAILED INVOICES INDICATING THAT THE CARGO IS FORWARDED TO SCFT , OTHERWISE ANY CHARGES OF STORAGE AT PORT DUE TO DELAY IN RECOGNIZING THE GOODS' BELONGING WILL BE ON HIS ACCOUNT .

- THE SELLER IS REQUIRED TO PROVIDE THE BUYER WITH THE NAME OF MOTHER AND FEEDER VESSEL BEFORE ITS ARRIVAL TO THE PORT AVOIDING ANY PROBLEM WHICH MAY HAPPEN IN TAKING SAPMLES FROM THE GOODS .

- ALL COSTS AND EXPENCES ARRANGED UPON CONTAINERS IN THE DISCHARGING PORT WILL BE SELLERS ACCOUNT .

**11. TRANSPORT CONDITIONS :**

A. VESSEL'S AGE MUST NOT EXCEED ( 20 ) YEARS AND IT SHOULD HAS A MRINE CERTIFICATE ISSUED FROM ONE OF THE PROTECTION CLUBS WHICH IS INTERNATIONALLY ACQUAINTED AS IT WILL NOT BE ALLOWED TO ENTER IRAQI PORTS EXCEPT IF ITS VALIDITY IS NOT EXPIRED ACCORDING TO INTERNATIONALLY RECOGNIZED DOCUMENTS .

B. IN CASE OF TRANSFERRING GOODS FROM ONE VESSEL TO ANOTHER , THE SELLER SHOULD INFORM THE BUYER WITH BOTH VESSE LS.

C. THE ACTUAL NAME OF THE SELLER SHOULD BE FIXED IN THE SHIPPING DOCUMENTS.

D. INDENT NO. AND L/C NO. SHOULD BE FIXED IN THE SHIPPING DOCUMENTS .

E. QUANTITY INCLUDING NUMBERS OF THE CONTAINERS, NET WEIGHT FOR EACH BATCH NUMBER. WEIGHT OF CARTON .

F. BILL OF CONTAINERS INCLUDING NET WEIGHT FOR EVERY CONTAINER , VALIDITY AND THE BATCH NUMBERS .

**12. SHIPMENT PERIOD IN CASE OF L/C PAYMENT BASSI : 45 DAYS FROM THE DATE OF NOTIFYING OPENING L/C .**

**( THE SHIPMENT PERIOD WILL BE SPECIFIED ACCONDINY TO THE AGREED QUANTITY )**

**\* DELIVERY PERIOD IN CASE OF CASH PAYMENT BASSI :- 45 DAYS FROM THE DATE OF SIGNING CONTRACT.**

**13. ROUTE OF SHIPMENT : BY VESSEL OR BY TRUCKS TO THE FINAL DESTINATION .**

\* SELLER HAS TO PROVIDE A LEVER FOR GOODS LOADING IN ADDITION TO THAT USED AT THE PORT IN ORDER TO GUARANTEE EXPEDITING LOADING .

**14. PENALTY CLAUSE :**

**IF THE COMMODITIES ARE NOT SHIPPED WITHIN THE AGREED UPON PERIOD . THE SELLER WILL PAY TO THE BUYER A PENALTY PER DAY OF DELAY CALCULATED AS FOLLOWS :**

$$\left\{ \begin{array}{l} \text{CONTRACT VALUE} \\ \text{CONTRACT DURATION} \end{array} \times 10\% \right\} = \text{USD ( .... ) PENALTY PER EACH DAY OF .}$$

**\* MAX PENALTY AMOUNT SHOULD NOT EXCEED 10% OF THIS CONTRACT VALUE .**

**\* SUCH PENALTY WILL BE DEDUCTED FROM PAYMENTS OR PERFORMANCE BOND IN CASE THE DELAY PANALTY RECHES 25% PERCENTAGE FROM THE CONTRACT VALUE . THE BUYER HAVE THE RIGHT TO CANCEL THE CONTRACT WITHOUT ANY PREVIOUS NOTE AND THE CHANGE'S WILL BE ON THE SELLER'S ACCOUNT AND HE WILL PAIED 20% PERCENTAGE FROM THE CONTRACT VALUE .**

## **15. INSURANCE :-**

**SELLER'S RESPONSIBILITY UP TO FINAL DESTINATION COVERING ALL THE RISKS .**

## **16 .PERFORMANCE BOND**

AFTER BOOKING QUANTITY THE SELLER WILL BE REQUIRED TO SUBMIT A PERFORMANCE BOND OF 5% ( FIVE PERCENT ) OF THE AGREED QUANTITY VALUE ISSUED BY TBI EXCLUCEVELY WITHIN 14 DAYS . SELLER IS RESPONSIBLE FOR ALL CHARGES OF ISSUING P.B .

**BUYER IS NOT OBLIGED TO RECEIVE ANY QUANTITY AND HAS THE RIGHT TO REJECT QUANTITIES SUPPLIED BY SELLER BEFORE SUBMITTING P.B AND THE SELLER HAS NO RIGHT TO OBJECT .**

BID BOND WILL BE RELEASED AS SOON AS THE BUYER RECEIVES CONFIRMATION OF P.B . OF 5% ISSUANCE OTHERWISE BID BOIN OF 1% WILL BE CONFISCATED .

\* BUYER WILL NOT BE OBLIGED WITH ANY CHARGES OF ISSUING A/M P.B .

\* BUYER MAY ASK TO PROLONG ITS VALIDITY FOR FURTHER PERIOD IF NEEDED .  
IF THE SELLER FAILS TO FULFILL HIS OBLIGATIONS REGARDING QUANTITY AND OR QUALITY IN FULL OR IN PART , BUYER AT ITS OWN DISCRETION WILL CONFISCATE THE PERFORMANCE BOND .

\* THE PERFORMANCE BOND WILL BE RETURNED TO THE SELLER BY FORMAL AUTHORIZATION ISSUED BY BUYER AFTER DELIVERING THE TOTAL CONTRACTED QUANTITY IN BUYER'S WAREHOUSES AND CONFIRMING ITS CONFORMITY TO CONTRACTUAL SPECIFICATIONS AND SETTLING ACCOUNTS . HOWEVER , THE SELLER WILL BE EQUIRED TO SUBMIT FORMAL REQUEST TO BUYER FOR THE RELEASE OF PERFORMANCE BOND .

## **17. APPLICABLE LAW AND ARBITRATION :**

A. ALL DISPUTES ARISING FROM , OR IN CONNECTION WITH THE CONTRACT SHALL BE AMICABLY AND PROMPTLY SETTLED UPON CONSULTATION BETWEEN THE SELLER AND THE BUYER , BUT IN CASE OF FAILURE BY BOTH PARTIES TO SETTLE SUCH DISPUTES WITHIN SIXTY (60) DAYS AFTER OCCURRENCE THEREOF . THE SPECIALIZED RELATED TO IRAQ COURTS MINISTRY OF JUSTICE IN BAGHDAD WILL BE CONSULTED TO SOLVE THIS DISPUTE .

B. THE CONTRACT WILL BE GOVERNED ACCORDING TO THE LAW AND TERMS IN IRAQ AND BOTH PARTIES WILL ASSIGN A REPRESENTATIVE IN ARBITRATION COMMITTEE .

C. THE CONTRACT OR ANY INTEREST THERE IN , SHALL NOT BE ASSIGNED BY EITHER PARTY .

D. IN CASE THE SELLER FAILED TO FULFILL DELIVERY WITHIN THE AGREED PERIOD , THE BUYER HAS THE CHOICE TO CANCEL THE CONTRACT WITHOUT PREVIOUS NOTE AND CHARGES WILL BE ON SELLER'S ACCOUNT .

**18. PRICE AND ALL OTHER TERMS AND CONDITIONS WILL REMAIN AS PER THE CONTRACT**

UNTIL EXECUTING THE TOTAL QUANTITY AND THE SELLER HAS NO RIGHT TO REQUEST INCREASING THE CONTRACUAL PRICES .

**19. A. EACH CONTAINER SHOULD CONTAIN ONE AGE PER CARTON .**

**B. EACH CONTAINER SHOULD CONTAIN ONE BATCH NUMBER ONLY ALSO STATE THE BATCH NUMBER ON CONTAINER AND ONE DATE OF PRODUCTION .**

**20. THE SELLER HAS NO RIGHT TO ASSIGN CONTRACT TO ANY OTHER PARTY AFTER SIGNING .**

**21. SELLER SHOULD SUBMIT A LEGALIZED CHEQUE FROM ACCREDITED IRAQI BANKS AFTER SIGNING THE CONTRACT AND BEFORE OPENING L/C REPRESENTING 1.8 % OF GOODS VALUE AS A TAX DEPOSIT . IT WILL BE RETURNED AFTER FINALIZING THE SETTLEMENT AND SUBMITTING ACQUITTALE CERTIFICATE ( CONFIRMATION LETTER ) FROM THE ( STATE BOARD FOR TAXES ) OR ITS BRANCHES IN IRAQ CONFIRM FULFILLMENT OF INCOME TAXES . SELLER HAS NO RIGHT TO OBJECT REGARDING THIS PROCEDURE AT ALL .**



22. SELLER HAS TO PAY STAMP DUTY AMOUNT EQUAL (0.002) FROM THE TOTAL VALUE OF THE AGREED QUANTITY BEFORE SIGNING THE CONTRACT OR IT WILL BE DEDUCTED FROM THE SETTLEMENT OF FIRST SHIPMENT
23. THE BUYER WILL COLLECT ANY AMOUNT CLAIMED FROM THE SELLER ACCORDING TO THE GOVERNMENTER DEBTS COLLECTING LAW NO. 56 / 1977 OR BY ANY OTHER IRAQI ALTERNATIVE LAW .  
THE SELLER HAS TO PAY ALL OTHER DUTIES AND TAXES COULD BE IMPOSED BY IRAQI LAW NOT IF THE GOODS COMPLIANCE TO CONTRACTAL SPECIFICATIONS AND REJECTED FROM BY THE BUYER .
24. ALL COSTS AND EXPENSES ARRANGED ON ANALYSIS AND INSPECTION OF AGREED QUANTITY ARE SELLER'S ACCOUNT .
25. OFFERS SAMPLES MUST BE SUBMITTED BEFORE SIGNING THE CONTRACT OR WITH OFFER (FOR COMMERCIAL COMPANIES) .
26. SELLER IS RESPONSIBLE FOR DEMURRAGE CHARGES OCCURRED DUE TO FAILURE OF MARINE TRANSPORTER IN SUBMISSION THE DELIVERY ORDERS OF GOODS TO THE PORT AUTHORITIES IN THE APPROPRIATE TIME .
27. A PATH SHOULD BE LEFT IN EACH CONTAINER ENABLING THE INSPECTORS TO TAKE SAMPLES FROM ITS CONTENTS .
28. THE FIRST PARTY HAS THE RIGHT TO COLLECT ANY AMOUNT OCCURRED AS DEBTS ON THE SECOND PARTY ACCORDING TO THE LAW OF COLLECTING THE GOVERNMENTAL DEBTS NO. 56 OF 1977 OR ANY ALTERNATIVE LAW .
29. THE INSTRUMENTS OF IMPLEMENTING GOVERNMENTAL CONTRACTS NO. 1-2008 WILL BE APPLIED ON ALL TERMS OF THE CONTRACTS .

**NOTE :-**

- NUMBERS OF BATCHES AND THEIR QUANTITIES MUST BE FIXED IN THE COMMERCIAL INVOICE .
- EACH CONTAINER MUST BE MARKED BY DETAILED PACKING LIST INDICATING ALL THE DETAILS OF ITS CONTENTS .