



TENDER ANNOUNCEMENT FOR THE SUPPLY OF *Gasoline and Diesel*

The Danish Refugee Council (DRC), with funding from *OFDA and Kirkuk*, invites all suppliers to participate in tendering for the supply of *Gasoline and Diesel*, KRI Iraq.

Tender Issuing date: 10th MAR 2016

Tender Closure Date: 23rd MARCH 2016 at 11:00 hours local Erbil time

The following Invitation to Bid (ITB) Tenders is being tendered through this notification during the above period:

Tender No. Iraq EBL-0098, Supply of Gasoline and Diesel

The ITB documents can be downloaded

Please submit your bid in a sealed envelope and should be written on it *Tender No. Iraq EBL-0098, Supply of Gasoline and Diesel and the Company name to:*

Address: Danish Refugee Council IRAQ, DRC office in Erbil, Ainkawa (next to the German Restaurant)

The tender documents will provide all relevant information in detail, including date, time, and place for the submission of the Tender.

Please quote ITB-EBL-0098, Supply of *Gasoline and Diesel*

Danish Refugee Council is looking forward to receive the best bids from registered, reputable, licensed, experienced and qualified fuel companies.

ITB 31-15 ANNEX C – DRC BID FORM

Name of Bidder (Registered company name): _____

Item #	Item description	Specifications	Quantity required	Unit of measure	Unit price (IQD)	Total Bid Price Including tax IN IRAQI DINARS
1	Gasoline for DRC & DDG Vehicles for six months	Octane minimum rate 87 delivered in the Gas Station (C9H20), Sulphur 150 max, Density 720 gm/l, flash point 30C, pressure 30-40 bar, spark ignition SI, quality consumable 300g/kwh, appearance clear and bright, RON>95.0, MON>85.0, Sulphur Content, ppm <1000, Oxygen <2.7, Aromatics<50.00, unwanted gums<5.0, final boiling point <350, free from water	30000	Liters		
2	Diesel including delivery to Office Generators (DRC, DDG, GH7 & GH8), Basirma, Qushtapa, Kawrgosk and Darashakran Camp for six months	Octane minimum rate 75 C14H30, delivered to the locations, density 840 gm/l, Flash point 60C, 60-80 bar, Spark ignition CI, quality consumable 260g/kwh, Centane number>48, viscosity 2.0-4.0, Sulphur <2000, Carbon residue <0.3, oxidation 60, Ethanol non detectable, lubricity <460, free from water	90000	Liters		
Grant Total in IQD						

ITB 31-15 ANNEX C – DRC BID FORM

Delivery Lead-Time: _____ (Delivery as per Distribution Schedule – Annex C 1)

Delivery Lead-time is defined as the time from receipt of a DRC Purchase Order to the delivery of the Service to the DRC

- Bid currency must be in Iraqi Dinar. No other currency is acceptable
- The payment will be on monthly basis by Bank transfer after getting the approved Good received note (GRN)

Required Delivery Destination: – As per Annex C 1

Company Name: _____

Contact person: _____

Address: _____

Phone No: _____

Email Address: _____

Signed: _____

Title/Position: _____

Print Name: _____

Date: _____

A duly authorized company representative.

Please stamp this Bid Form with your Company Stamp

PLEASE PROVIDE A COPY OF THE MOST RECENT DIESEL AND GASOLINE ANALYSIS REPORT AND GOVERNMENT CERTIFICATION FOR SUPPLYING SUCH COMMODITY IN IRAQ (SUCH AS SGS REPORT).

Commodity: Diesel for Generators for DRC & DDG and in the refugee camps (Qushtapa, Basirma, Kawrgosik and Darashakran) Job Center in Kasnazan

**The purchase quantity based on approved Goods received note (GRN)
Required Delivery and Terms & conditions:**

Qushtapa camp

It is supplier's responsibility to deliver Diesel to the tanks available in Qushtapa Camp, Capacity of the tanks is 1,000 Liters and suppliers may need to make one trips to **supply 1000L of Diesel,**

Darashakran camp

It is supplier's responsibility to deliver Diesel to the tanks available in Darashakran. Capacity of the tanks is 2,000 Liters and suppliers may need to make one trips to **supply 2000L of Diesel**

Kawergosk camp

It is supplier's responsibility to deliver Diesel to the tanks available in Kawergosk. Capacity of the tanks is 1,000 Liters and suppliers may need to make one trips to **supply 1000L of Diesel.**

Basirma camp:

It is supplier's responsibility to deliver Diesel to the tanks available in Basirma. Capacity of the tanks is 1,000 Liters and suppliers may need to make one trips to **supply 1000 L of Diesel**

Job Center in Kasnazan:

It is supplier's responsibility to deliver Diesel to the tanks available in Kasnazan Job Center. Capacity of the tanks is 1,000 Liters and suppliers may need to make one trips to **supply 1000L of Diesel**

DRC and DDG Office in Ankawa:

It is supplier's responsibility to deliver Diesel to the tanks available in in DRC, DDG and GH in Ankawa, Capacity of the tanks is 2,200 Liters and suppliers may need to make 4 trips to **Supply 3000L of Diesel.**

CHECK LIST FOR BIDDERS

All questions/enquiries to be emailed to: procurement@drciraq.dk with the e-mail subject line: ITB EBL-0098 – SUPPLYING DIESEL AND GASOLINE

- Complete Annex C - Commercial Bid Form
- Sign and stamp Annex A – Tender Contract Award Acknowledge Certificate
- Provide all relevant certification documents (SGS, quality control etc)
- **Place the original copies of the 3 Annexes (A, C & H) and requested documents in a sealed envelope and mark it:**

ITB EBL-0098 – SUPPLYING DIESEL AND GASOLINE

[name of the bidder]

- Send the envelope by hand, to:

DRC office – Ainkawa, Erbil, Next to German Restaurant, Yazdandokht Street

Latest on **Wednesday 23RD MARCH 2016 at 11:00** hours local Iraq Time

- The last day for questions is **Tuesday 15th MAR 2016 at 16:00** hours
- Answering all question on **Thursday 17th of MAR 2016**
- Opening of the ITB is on **Wednesday 23rd MARCH 2016 at 11:30** hours Iraq Local time on the in DRC Office, address as above.
- Email procurement@drciraq.dk if you will be attending the ITB opening.

Supplier Profile and Registration Form

Annex H

Section 1: Supplier Details and General Information

1. Name of Supplier: _____
2. Street Address: _____

Post Code: _____ City: _____
3. PO Box: _____
4. Telephone: _____ Fax: _____
5. Email Address: _____ Website: _____
6. Contact Person: Name: _____
Position/Title: _____
Phone No: _____
7. Parent Company or Name of Owner: _____
8. Type of Business: Corporate/Limited ____ Trader: ____ Manufacturer: ____
9. Year Established: _____
10. Number of Employees: Full Time: _____ Part Time: _____
11. Company Licence/Registration No. _____

Section 2: Financial Information

12. VAT No.: _____ Tax No.: _____
13. Bank Name: _____
14. Bank Account: _____
15. Account Name: _____
16. Annual value of sales for the last 3 years:
2014: _____ 2013: _____ 2012: _____
17. Has the Company been audited in the last 3 years? **Yes/No**
18. If Yes, please attached a copy of the Audit Report

Section 3: Experience

19. Recent contracts with the UN, International Aid Organisations, Governments, or International companies:

Organisation: _____ Date: _____ Value: _____

Organisation: _____ Date: _____ Value: _____

Organisation: _____ Date: _____ Value: _____

Section 4: Technical Capability

20. Please advise the categories and items, or services that your company sells:

Category	Item	Item

Section 5: Other factors

If the answer to any of the following 7 questions is yes then please explain on a separate paper

21. Has the Company ever been bankrupt, or is in the process of being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations? **Yes /No**
22. Has the Company ever been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata. **Yes/No**
23. Has the Company ever been guilty of grave professional misconduct proven by any means? **Yes/No**
24. Has the Company ever not fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of

the country in which it is established, or with those of Denmark, or those of the country where the contract is to be performed? **Yes/No**

25. Has the Company ever been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Communities' financial interests? **Yes/No**
26. Has the Company ever been declared to be in serious breach of contract for failure to comply with our contractual obligations, following another procurement procedure or grant award procedure financed by the European Community budget? **Yes/No**
27. Has the Company ever been in any disputes with any Government Agency, the UN, or International Aid Organisations? **Yes/No**
28. List any National or International Trade or Professional Organisations which your Company is a member.
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Section 6: Certification

I, the undersigned warrant that the information provided in this form is correct, and in the event of changes, details will be provided as soon as possible.

Name: _____

Company Stamp

Signature: _____

Print Name: _____

Title/Position: _____

Date: _____

Place: _____

Email Address: _____ (for contact for verification purposes)

Phone Number: _____ (for contact for verification purposes)

***NOTE:** Please be informed that the DRC has decided not to do business with companies, or any affiliates or subsidiaries, which engage in any practice inconsistent with the DRC Code of Ethics, a copy is available on request*

Please sign, initial each page and return this Form is to be completed and returned to the DRC Procurement Manager

All of the Danish Refugee Council's (DRC) contract parties (Contract Party) are expected to comply with the following Code of Ethics and are responsible for encouraging, advocating and promoting the dissemination of these ethical standards. The Contract Party is requested to make the principles of the Code of Ethics known to any subcontractor used by the Contract Party and to encourage the subcontractor to adhere to these standards. The Code Ethics applies to all DRC's Contract Parties who are all requested to sign it and thus confirm that they uphold its standards as far as applicable to their status.

1. RESPECT FOR HUMAN RIGHTS

1.1 The Contract Party represents and warrants that neither it nor any of its subcontractors violates the fundamental human rights as set out in the European Convention on Human Rights from 1950 including all protocols to the convention, and respect the dignity and worth of all persons including respect for the equal rights of men and women.

2. ILLEGAL ACTIVITY

2.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of illegal activities.

3. ANTI CORRUPTION

3.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any sort of corruption, defined by Transparency International as the misuse of entrusted power for private gain, including but not limited to money laundering, bribery, facilitation payments, embezzlement, extortion, favouritism, fraud and obstruction of justice.

4. TERRORISM

4.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any transactions with, and/or the provisions of resources and support to, individuals and organizations associated with terrorism.

4.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1,3,4 and 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999.

5. ENVIRONMENT

5.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are violating any international environmental agreements.

5.2 The Contract Party undertakes to support a precautionary approach to environmental challenges and not in any way damaging, destroying or causing any harm to the environment. Further the Contract Party undertakes to encourage the development and diffusion of environmentally friendly technologies and undertake initiatives to promote environmental responsibility and sustainability.

6. MINES AND WEAPONS

6.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are actively and directly or indirectly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of mines. The term "mines" means those devices defined in Article 2, Sections 1,4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.20.2.

6.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are actively and directly engaged in patent activities, development, assembly, production, stockpiling, trade or manufacture of weapons including but not limited to firearms, chemical weapons, biological weapons and nuclear weapons.

7. SEXUAL EXPLOITATION AND SEXUAL ABUSE

7.1 The Contract Party represents and warrants that it and all of its subcontractors are protecting all people from sexual abuse and sexual exploitation, meaning any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or

politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

8. CHILD LABOUR

8.1 The Contract Party represents and warrants that neither it, nor any of its subcontractors are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

9. FORCED LABOUR

9.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are using any form of forced and compulsory labour.

10. WORKING CONDITIONS

10.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are allowing working conditions that violate the Convention on Occupational Safety and Health from 1981 including the Protocol from 2002, the Convention on Minimum Wage Fixing from 1970 and the Conventions on Hours of Work of the International Labour Organization (ILO).

10.2 The Contract Party represents and warrants that it and all of its subcontractors are protecting workers from any acts of physical, verbal, sexual or psychological harassment abuse or threats in the workplace by either their fellow workers or their managers.

11. DISCRIMINATION IN WORKING CONDITIONS

11.1 The Contract Party represents and warrants that neither it nor any of its subcontractors are discriminating any of its workers with regard to race, colour, gender, language, political or other opinion, caste, national or social origin, property, birth, union affiliation, sexual orientation, health status, age, disability, or other distinguishing characteristics.

11.2 The Contract Party represents and warrants that neither it nor any of its subcontractors are making employment-related decisions, from hiring to termination and retirement which are not based only on relevant and objective criteria.

12. TRANSPARENCY AND ACCOUNTABILITY

12.1 The Contract Party undertakes a duty of full disclosure of any relevant material at any time and at the sole discretion of DRC in order for DRC to examine any alleged breach of this Code of Ethics.

Any Breach of the representations and warranties of this Code of Ethics shall entitle the DRC to terminate any contractual relations with the Contract Party immediately upon notice to the Contract Party, at no cost to the DRC.

Place:

Date:

On behalf of [insert name]

[insert name]

The Supplier agrees to the following general conditions:

1. SCOPE AND APPLICABILITY

1.1 These General Conditions of Contract for Procurement of Goods (GCCPG) apply to all deliveries of goods made to the Danish Refugee Council (DRC) notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other communication from the Supplier. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.

2. SHIPMENT AND DELIVERY

2.1 All goods shall be delivered to the agreed place of delivery as stated in the Contract, at the Supplier's risk of loss of or damage to the goods until delivery, unless otherwise provided for in the Contract.

3. PACKING

3.1 The Supplier warrants that the goods are packaged in a manner adequate to protect the goods while in transit.

4. INSPECTION

4.1 DRC has the right to inspect the goods at the point of delivery for conformity to specifications. Any inspection carried out by the DRC, or its representatives, or any waiver thereof shall not prejudice the implementation of other relevant provisions of this contract concerning obligations subscribed by the Supplier.

5. TITLE TO GOODS

5.1 All goods are delivered free of any third party's rights, and ownership of the goods passes to the DRC upon actual delivery at the place of delivery.

6. REJECTION

6.1 In the case of goods purchased on the basis of specifications or samples or both, the DRC shall have the right to reject the goods or any part thereof if they do not conform with the specifications of the Contract in the opinion of the DRC or is not delivered in due time.

6.2 The DRC shall have the right to reject the goods in the event that the packing is not in accordance with the terms of the Contract.

6.3 When the goods or any part thereof have been rejected, the DRC shall have the right, without prejudice to the provisions of Article 9, to demand from the Supplier the immediate delivery of acceptable goods in replacement thereof in accordance with the contract or to purchase other similar goods elsewhere and to claim from the Supplier the amount of loss or damages sustained by reason of the default.

6.4 Goods or any part thereof in the DRC's possession which have been rejected by the DRC must be removed at the Supplier's expense within such period as the DRC may specify in its notice of rejection.

6.5 After such notice has been dispatched to the Supplier, the goods or any part thereof will be held at the latter's risk. Should the Supplier fail to remove the goods as required by the notice of rejection, the DRC may dispose of them, without any liability to the Supplier whatsoever, in such manner as it deems fit

7. WARRANTY

7.1 The Supplier warrants upon delivery and for a period of twenty four (24) months from the date of delivery that goods purchased under this Contract will conform in all material aspects to the applicable manufacturer's specifications for such goods and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than the Supplier.

8. PAYMENT

8.1 The Supplier shall invoice DRC and the terms of payment shall be ten (10) working days after presentation of an invoice and signed Waybills/Packing List showing delivery has been made.

9. DEFAULT

9.1 In case the Supplier fails to comply with any term of the Contract, including but not limited to failure or refusal to make deliveries within the time limit specified, he shall be liable for all damages sustained by the DRC, and the DRC may procure the goods from other sources and hold the Supplier responsible for any excess cost occasioned thereby. The DRC may collect damages from the Supplier in lieu of purchasing the goods from other sources. The DRC may by written notice terminate the right of the Supplier to proceed with deliveries or such part or parts thereof as to which there has been default, or if any delivery is late, the DRC may cancel such delivery or the entire Contract.

10. WAIVER

10.1 No waiver of any breach of the Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, i.e., in addition to every other remedy provided herein or by law.

11. CANCELLATION DUE TO EVENTS OF FORCE MAJEURE

11.1 The DRC shall have the right to cancel the Contract or any of the provisions thereof at any time in accordance with the provisions of Article 16. In this event the Supplier may charge the DRC reasonable costs of expenses incurred by him until the time of such cancellation which will only be paid upon production by the Supplier of supporting documents to the satisfaction of the DRC.

11.2 Should delivery to the DRC be prevented by prohibition of export or import, blockade, war, armed conflict, civil disturbance, industrial disturbance or other similar cause beyond the control of either party, the Contract or the then unfulfilled part thereof may be cancelled at the discretion of the DRC.

12. BANK GUARANTEE

12.1 When specifically requested by the DRC, a bank guarantee from a well reputed bank acceptable to the DRC in the currency in which the Contract is payable and for an amount to be prescribed by the DRC shall be obtained by the Supplier at his expense and deposited with the DRC before conclusion of the Contract. In the event of any loss, damage and/or extra costs incurred by the DRC by reason of the Supplier's default, negligence or failure to perform the terms and conditions of the Contract or any part thereof, that part of any such loss, damage and/or extra costs which is represented by the full or by any lesser amount of such guarantee shall be immediately and initially reimbursable to the DRC from such guarantee without prejudice to its right to hold the Supplier liable for the full amount of such loss, damage and/or extra cost. The guarantee shall be valid for a period of not less than 30 days after the date of arrival at destination of the last specified delivery.

13. ADVERTISING

13.1 The Supplier shall not advertise or otherwise make public the fact that he is a Supplier to the DRC without specific approval from DRC. Nor shall the Supplier in any manner whatsoever use the name of the DRC, or any abbreviation thereof, in connection with his business or otherwise. Non-observance of these conditions shall entitle the DRC to cancel the Contract, or any part thereof, and to hold the Supplier liable for any damages which the DRC has sustained as a result thereof.

14. ASSIGNMENT AND INSOLVENCY

14.1 The Supplier shall not assign, transfer, pledge or make other disposition of this Contract, or any part thereof, or any of the Supplier's rights, claims or obligations under this Contract except with the prior written consent of the DRC.

14.2 Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, the DRC may without prejudice to any other rights or remedies, terminate this Contract by giving the Supplier written notice of termination.

15. AMENDMENTS

15.1 No changes in or modifications to this Contract shall be valid unless confirmed in writing by both parties.

16. FORCE MAJEURE

16.1 Force Majeure, as used in this Article means acts of God, strikes, lockout or other industrial disturbances, acts of the public enemy, wars (whether declared or not), blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar unforeseeable events which are beyond the parties' control and cannot be overcome by due diligence.

16.2 In the event of and as soon as possible and no later than one (1) week after the occurrence of any cause constituting Force Majeure, the Supplier shall give notice and full particulars in writing to the DRC of such occurrence or change if the Supplier is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Supplier shall also notify the DRC of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this article, the DRC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Supplier of a reasonable extension of time in which to perform its obligations under this Contract, or termination of the Contract if any delay will force an extension to the delivery schedule.

16.3 Notwithstanding anything to the contrary in this Contract, the Supplier recognizes that the work and services may be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in itself, constitute Force Majeure under this contract.

17. OFFICIALS NOT TO BENEFIT

17.1 The Supplier warrants that no official of the DRC has received or will be offered by the Supplier any direct or indirect benefit arising from this Contract or the award thereof. The Supplier will notify the DRC immediately in case any official from the DRC requests any unofficial, or additional payment, or gift to their personal account. The Supplier agrees that breach of this provision is a breach of an essential term of this Contract.

18. CHECKS AND AUDIT

18.1 The Supplier shall allow any external auditor authorised by the DRC to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks of original documents, the implementation of the contract and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The Supplier shall ensure that on-the-spot access is available at all reasonable times. The Supplier shall ensure that the information is readily available at the moment of the audit and if so requested, that the data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.

18.2 Furthermore, the Supplier shall allow any external auditor authorised by the DRC carrying out verifications as required to carry out checks and verification on the spot in accordance with the procedures set out by the donor or in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

18.3 To this end, the Supplier undertakes to give appropriate access to any external auditor authorised by the DRC carrying out verifications as required to the sites and locations at which the project is implemented, including its information systems, as well as all documents and databases concerning the technical and financial management of the action and to take all steps to facilitate their work. Access given to agents of any external auditor authorised by the DRC carrying out verifications shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Supplier must inform the DRC of their precise location.

18.4 The Supplier guarantees that the rights of any external auditor authorised by the DRC carrying out verifications as required to carry

out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to the Supplier's partners, and subcontractors. Where a partner or subcontractor is an international organisation, any verification agreement concluded between such organisation and the donor applies.

19. RULE OF ORIGIN AND NATIONALITY

19.1 If any rules of origin and nationality are applicable due to donor requirements, limiting the eligible countries for goods, legal and natural persons, the Supplier must adhere to these rules and be able to document and certify the origin of goods and nationality of legal and natural persons as required.

19.2 Failure to comply with this obligation shall lead, after formal notice, to termination of the contract, and DRC is entitled to recover any loss from the Supplier and is not obliged to make any further payments to the Supplier.

20. DISQUALIFICATION CLAUSE

20.1 The Contractor guarantees not to be in one of the situations listed below:

(a) bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) to be convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

(c) to be guilty of grave professional misconduct proven by any means which the Contractor can justify;

(d) not to have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which the Contractor is established or with those of the country of the Contractor or those of the country where the contract is to be performed;

(e) to have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;

(f) currently subject to an administrative penalty referred to in section 2.3.5 of the Practical Guide to contract procedures for EC external actions.

20.2 Contracts may not be awarded to candidates or tenderers which, during the procurement procedure:

(a) are subject to a conflict of interests;

(b) are guilty of misrepresentation in supplying the information required by the Contractor as a condition of participation in the contract procedure or fail to supply this information.

21. SEVERABILITY

21.1 Should any provision of these GCCPG be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these GCCPG shall remain in full force and effect and shall be construed in accordance with the modified provision.

22. APPLICABLE LAW

22.1 All contracts entered into between the parties shall be governed by and construed in accordance with the laws of Denmark without giving effect to any choice of law or conflict of law provisions.

23. SETTLEMENT OF DISPUTES

23.1 The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with this Contract including any disputes regarding the existence, validity or

termination. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

23.2 Unless, any such dispute, controversy or claim between the parties arising out of or relating to this Contract or the breach, existence, termination or invalidity thereof is settled amicably under the preceding paragraph of this article within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration rules as at present in force, including its provision on applicable law. The place of arbitration shall be Iraq and the language to be used in the proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall also have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration and as being the final adjudication of any such dispute, controversy or claim.