



Norwegian People's Aid

BIDDING DOCUMENT FOR OPEN COMPETATIVE BIDDING

INTRODUCTION:

Norwegian People's Aid (NPA) is a partnership based organization, started working in Kurdistan region in 1995 and after 2003 NPA started working in the rest of Iraq.

Norwegian Peoples Aid Iraq invites sealed bids from eligible bidders for the supply of the following:

Subject Of ITB:	PAYROLL SYSTEM
Procurement Reference Number:	ITB 237-20-003
Procurement Method:	COMPETITIVE BIDDING
Date Of Issue:	11 st March, 2020
Questions/Clarification End Date:	17 th March, 2020
Bid Submission End Date:	25 th March, 2020
Bid Opening Date:	29 th March, 2020
NPA Official/Contact Person:	Ahmed Jafaar and Yasmeen Grareeb
Enquiry Contact detail:	Ahmjaa947@npaid.org and yasgha767@npaid.org

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1 INSTRUCTION:

1.1 BID SUBMISSION:

- 1.1.1 Bids are required to be submitted to NPA Iraq no later than **17:00 on 25th March 2020**.
- 1.1.2 Bids must be submitted in the English language in a sealed envelope or in uneditable format to email address iq-logistics@npaid.org .
- 1.1.3 The bid shall be typed or hand written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the bidder. All pages except for an amended printed literature shall be initialled by the person signing the bid.
- 1.1.4 Any alterations, erasures or over writing shall be initialled by the person signing the bid.
- 1.1.5 The sealed envelope shall then be enclosed in a single outer envelope/package.
- 1.1.6 The outer of envelope shall be marked clearly with
 - The ITB number
 - The name of the NPA official/contact person (indicated above)
 - The NPA delivery address for bid submissions
 - The name and address of the bidding company
- 1.1.7 It is the exclusive responsibility of the bidder to ensure that the sealed envelope/package containing the proposal reaches the above address before the time and date indicated above.
- 1.1.8 All quotations, costs, prices, charges, discounts and other shall be indicated in **USD**
- 1.1.9 Bids delivered to any other NPA office other than specified above will not be accepted.
- 1.1.10 Bids received after the above-mentioned closing time will not be accepted.
- 1.1.11 Bids that are incomplete or illegible will not be accepted
- 1.1.12 Bids may be modified or withdrawn in writing, prior to the closing time as specified in the ITB. Bids may not be modified or withdrawn after that time
- 1.1.13 Opening of bids will take place on the date indicated above by the approved NPA Iraq bid opening committee. No award will be announced at the time of the opening.
- 1.1.14 For queries or questions related to this ITB, please contact the NPA official/contact person as indicated above.

1.2 CONTENTS OF BID:

1.2.1 Acknowledgement form

The acknowledgement form is **required** to be completed by the bidder. If the form is downloaded please return to the E- Mail: iq-logistics@npaid.org or if collected by hand complete and sign at NPA office.

1.2.2 Requirement and comparative data form

The requirement and comparative data form shall be completed by the bidder and returned as part of the bid.

1.2.3 Bid submission form

The bid submission form shall be completed by the bidder and returned as part of the bid
The values entered into the bid submission form shall be the same as indicated in the accompanying official company pro forma invoice.

1.2.4 **Suppliers registration form**

The supplier registration form shall be completed by the bidder and returned as part of the bid.

2 SPECIAL TERMS AND CONDITIONS:

2.1 BIDS:

- 2.1.1 Bidders must provide all requisite information under this ITB and clearly and concisely respond to all points set out in this ITB.
- 2.1.2 Any Bid which does not fully and comprehensively address this ITB may be rejected.
- 2.1.3 NPA Iraq reserves the right to keep unsuccessful bids after the evaluation process is complete.
- 2.1.4 It is the bidder's responsibility to clearly identify any confidential information contained in the bid so that it may be handled in the proper manner.

2.2 VALIDITY OF BID:

- 2.2.1 The bid shall be valid for minimum 60 Days from the closing date.

2.3 TECHNICAL SPECIFICATION OF REQUIREMENT:

- 2.3.1 Bidders must adhere strictly to all requirements of this ITB. No changes, substitutions or other alterations to the technical specifications of the requirement stipulated in this ITB document will be accepted unless approved in writing by NPA Iraq.

2.4 NO COMMITMENT:

- 2.4.1 This ITB does not commit NPA Iraq to award a contract or to pay any costs incurred in the preparation or submission of bids.
- 2.4.2 NPA Iraq reserves the right to reject any or all bids received in response to this ITB.
- 2.4.3 In cases where more than one lot is indicated in the ITB, NPA reserves the right to award any subsequent contract either jointly for all lots or individually per lot.
- 2.4.4 NPA Iraq reserves the right to increase or decrease the unit quantity in any subsequent order by **2**.

2.5 NEGOTIATIONS:

- 2.5.1 NPA Iraq reserves the right to negotiate further with any or all of the proposers in the event that additional information is required, bids are equal in all terms, or for any other reason that is deemed to be in the best interests of NPA Iraq.

2.6 PAYMENT TERMS:

- 2.6.1 The NPA Financial Rules and Regulations preclude advance payments or payment by Letters of Credit. Such provisions in a bid will be prejudicial to its evaluation by NPA Iraq.
- 2.6.2 The normal terms of payment by NPA are 30 (thirty) days, upon satisfactory delivery of goods or performance of services. Bidders must therefore clearly specify in their bid the payment terms being offered.

2.7 BIDS EVALUATION:

The evaluation shall be conducted in three sequential stages

2.7.1 *Stage one:*

Preliminary examination to determine the eligibility of the bidder and the administrative compliance and responsiveness of the bids received. Eligibility will be determined by the proper submission of all requested documentation. This will be on Pass/Fail basis

2.7.2 *Stage two:*

Bids that pass stage one will then be subject to a technical evaluation which shall determine the technical compliance of the goods/services offered in the bid compared with the stated requirements as detailed in the ITB. In the case that the ITB stipulates strict technical specification, this will be on Pass/Fail basis.

In the case that only general or no technical specifications are stipulated in the ITB, the goods or services offered in the proposal shall be evaluated in comparison to a known common standard.

2.7.3 *Stage three:*

Bids that have reached this stage will be subject to a formal, substantive and financial assessment. Although price is an important factor it is not the only consideration in evaluating responses to this ITB.

Detailed evaluation will include the following criteria and a decision leading to a final selection or award may take several weeks. The evaluation will consider, but is not limited to the following:

- Price
- Quality
- Specification
- Guarantees/warranties
- Services provided
- Delivery Time

3 STATEMENT OF REQUIREMENTS & BID SUBMISSION FORMS

3.1 ITB DATA SHEET:

Procurement Reference Number:	ITB 237-20-003
Name And Address of Procurement Entity:	Logistics Department Norwegian People's Aid Address: Baghdad-Iraq, Al Jaderya, AL Jamia district no. 913, House no.15, street no. 48 near Baghdad university.
Subject of ITB:	PAYROLL SYSTEM
Lots:	1
Questions/Clarifications:	NPA Deputy Logistics Manager
Mode Of Communication:	For informationa nad enquiries Ahmjaa947@npaid.org and/or vasgha767@npaid.org For submission via Email: iq-logistics@npaid.org
Bid Language:	English
Bid Currency:	USD
Additional Documentation Required:	Please check attached System minimum Requirements – Annex A
Bid Validity:	60 days from the bid closing date
Authorisation:	The written confirmation of the authorisation to sign on behalf of the proposer shall consist of Power of Attorney or equivalent
Delivery Address For Bid Submissions:	Address: Baghdad-Iraq, Al Jaderya, AL Jamia district no. 913, House no.15, street no. 48 near Baghdad university.
Legal:	Any disputes arising from this process shall be settled according to and by means of the Laws and judicial system of Iraq.

3.2 STATEMENT OF REQUIREMENTS AND COMPARATIVE DATA FORM

#	Description of Good / Service for bid	Summary of the requested good /service	Delivery Location	Total Price in USD monthly
1	PAYROLL SYSTEM	Automated payroll management system for NGO with 300+ employees, with installation, training and support.	BAGHDAD	

Delivery Time: _____

This Bid is valid for: _____

Payment Terms: _____

Currency of Bid: USD

Do the above come with special warranties/guarantees? Yes No

Explain: _____

*** Price should be quoted as a single amount included any other related fees to the location given above.**

3.3 BID SUBMISSION FORM:

ITB Ref No: ITB 237-20-003

Bid Submission Date.....

To: Norwegian Peoples Aid, Baghdad-Iraq

We, the undersigned, declare that:

- (a) We understand and accept without reservation all terms, conditions and instruction as described within this ITB.
- (b) We undertake to abide by the Code of Ethical Conduct for Bidders and Providers during the ITB process and the execution of any resulting contract.
- (c) Neither ourselves nor any affiliates are involved in the manufacture or distribution of Landmines.
- (d) Neither ourselves nor any affiliates are engaged in the exploitation of child labour.
- (e) We understand that NPA Iraq is not bound to accept the bid which includes the lowest price.
- (f) We understand that NPA Iraq is not bound to accept any bid resulting from this process.

Name: Position held:Signature:.....

Duly authorised to sign the bid for and on behalf of:

.....

Dated on _____ day of _____, _____

3.4 SUPPLIER REGISTRATION FORM:

Section 1: Company Details and General Information	
1. Name of company:	
2. Street address: City : Post code: Country:	3. PO Box and mailing address
4. Tel:	6. Fax:
5. E-mail	7. Website:
8. Contact person:	
9. Position held within company:	
10. Parent company legal name:	
11. Subsidiaries, associates, and or representatives (list to be attached if required)	
12. Type of business:	
13. Nature of business: Manufacturer _____ Authorised agent/trader _____ Consultants _____ Other (pls specify) _____	
14. Year established:	15. Number of full time employees:
16. Company registration No:	17. VAT No/Tax ID:
18. Working languages:	
19. Additional information: Please write if you have other offices in all around Iraq with Contact information and representative names City: _____ Representative name: _____ Phone Number: _____ Email Address: _____	

Section 2: Company Financial Information:	
20. Bank name:	Address:
Swift/BIC/address	
Bank account number:	Account name:

Section 3: Information on Goods and Services Offered:		
21. Quality assurance information (e.g. copy of latest ISO certification or equivalent):		
22. Please list any international offices /representation:		
23. For goods only: do those offered for supply comply with international quality standards: Yes_____ NO_____ Comment_____		
24. List below up to ten of your core goods and or services offered:		
Product/Service category:	Description:	National/International Quality Standards Compliance:

Section 4: Information on Prior Experience:				
25. Recent major contracts with UN or NGO:				
Organisation:	Value/Currency:	Year:	Goods/Services:	Destination:

Section 5: Other:
26. Does the company have a written statement of its environmental policy? If yes pls attach copy. Yes_____ No_____
27. Does the company have a written statement of its ethical policy? If yes pls attach copy. Yes_____ No_____
28. List any National or International trade or professional organisations of which the company is a member.
29. Certification: I the undersigned hereby accept the NPA standard procurement terms as provided and confirm that the information provided in this form is correct. In the event of major changes new details will be provided as soon as possible. Name: _____ Position held within the company: _____ Signature: _____ Date: _____

Note:
Please be informed that Norwegian Peoples Aid has decided not to do business with companies or any of their affiliates or subsidiaries, which engage in practice inconsistent with the rights set forth in the UN and ILO convention as stated in the Ethical Trade Initiative. Any supplier or sub contractor to NPA accepts by signing this document the right for NPA to conduct unexpected inspections or audits to ensure the follow up of the principles.

3.5 ACKNOWLEDGEMENT FORM:

Authoritative representative for company:

Position held within company:

Contact number:

Mobile number:

Email address:

Company name:

Address:

Tel No Fax No Website

I hereby declare thatwill submit a proposal based on the requirements laid out in ITB 237-20-003.

Signature
Company stamp

Date

APPENDIX 1.

NPA Ethical standard

1. Forced/slave labour (*ILO Conventions nos. 29 and 105*)

- 1.1 No form of forced labour, slave labour or involuntary labour is to take place.
- 1.2 Workers shall not have to hand in deposits, identity papers or passports to the employer and shall be free to terminate the employment with a reasonable period of notice.

2. Labour unions and collective bargaining (*ILO Conventions nos. 87, 98 and 135 and 154*)

- 2.1 Workers shall, with no exceptions, have the right to join or establish labour unions of their own choice, and to engage in collective bargaining.
- 2.2 The employer shall not discriminate against labour union representatives, or prevent them from engaging in work for the labour union.
- 2.3 If these rights are limited by law, the employer shall facilitate, and under no circumstances prevent, parallel mechanisms for free and independent organising and bargaining.

3. Child labour (*UN Convention on the Rights of the Child, ILO Conventions nos. 138, 182 and 79 and ILO Recommendation no. 146*)

- 3.1 Children below the age of 18 shall not perform work that endangers their health or safety, including working at night.
- 3.2 Children below the age of 15 (14 or 16 in some countries) shall not perform work that may harm their education.
- 3.3 New recruitment of child workers in violation of the above-mentioned conventions is unacceptable. If such child labour is already taking place, efforts must be made to phase this out quickly. At the same time, conditions must be put in place to give the children the opportunity to meet their subsistence requirements and to get an education until the child has reached the statutory school-leaving age.

4. Discrimination (*ILO Conventions nos. 100 and 111 and the UN Convention on the Elimination of Discrimination against Women*)

- 4.1 No form of discrimination based on ethnicity, religion, age, disability, gender, marital status, sexual orientation, labour union membership or political affiliation shall take place in the labour market.
- 4.2 Protection must be established against sexually intrusive, threatening, abusive or exploitative behaviour and against discrimination or dismissal on unjustifiable grounds such as marriage, pregnancy, parenthood or HIV status.

5. Brutal treatment

- 5.1 Physical abuse or punishment, or the threat of physical abuse, shall be prohibited. The same applies to sexual or other abuse, and various forms of humiliations.

6. Health, safety and the environment (*ILO Convention no. 155 and Recommendation no. 164*)

- 6.1 Work must be undertaken to ensure that workers have a safe and healthy working environment. Necessary measures must be implemented to prevent and minimise accidents and negative health effects as a result of, or related to, conditions in the work place.
- 6.2 Workers must receive regular and documented training in health and safety. Health and safety training must be repeated for new employees.
- 6.3 Workers must have access to clean sanitation facilities and safe drinking water. If relevant, the employer must also ensure access to facilities for safe food storage.

6.4 If the employer provides accommodation, this must be clean, safe and adequately ventilated, with access to clean sanitation facilities and safe drinking water.

7. Wages (*ILO Convention no. 131*)

7.1 Workers' wages must at minimum comply with national minimum wage provisions or industry standards, and must always be sufficient to cover basic needs and a bit extra for savings or unforeseen expenses.

7.2 Wage conditions and the payment of wages must be stipulated in writing before work commences. The agreement must be understandable to the worker.

7.3 Wage deductions as a disciplinary reaction shall not be permitted.

8. Working hours (*ILO Conventions nos. 1 and 14*)

8.1 The working hours shall comply with national law or industry standards, and shall not exceed the working hours stipulated in applicable international conventions. It is recommended that the working hours per week do not exceed 48 hours (8 hours per day).

8.2 Workers must have at least one day off a week.

8.3 Overtime must be limited. It is recommended that maximum 12 hours of overtime a week be permitted.

8.4 Workers must receive overtime pay, at minimum in accordance with applicable law.

9. Ordinary employment

9.1 Obligations to workers stipulated in international conventions and/or national laws and regulations about ordinary employment, shall not be circumvented by the use of short-term contracts (such as the use of contract workers, casual workers and day labourers), subcontractors or other employment relationships.

9.2 All workers are entitled to an employment contract in a language they understand.

9.3 Apprenticeship programmes shall be clearly defined in terms of their duration and content.

ISSUES OUTSIDE OF THE WORKPLACE

10. Indigenous and tribal peoples (*ILO Convention 169*) and marginalised groups

10.1 The production, and the extraction of raw materials for production, shall not contribute to the destruction of the resource and income basis for indigenous and tribal peoples and other marginalised groups, by for instance occupying large areas of land or other natural resources on which these people and populations depend.

10.2 In their production, actions, investments or commercial projects, any business partner, subcontractor or subsidiary shall respect the principle of free, prior and informed consent (FPIC), which states that indigenous and tribal communities have the right to give or withhold consent to proposed projects that can affect the land they usually own, occupy or otherwise use.

11. The environment

11.1 Environmental measures must be considered for the entire production and distribution chain, from the production of raw materials to the sale of the final product. The goal shall be to protect the local, regional and global environment. The local environment at the place of production shall not be overexploited or harmed by pollution.

11.2 National and international environmental legislation and regulations must be complied with.

11.3 Relevant emission permits must be obtained where necessary.

11.4 Hazardous chemicals and other substances must be handled in a responsible manner.

12. Supplier routines and follow-up

Management systems are central to the implementation of standards for ethical trade. The Norwegian People's Aid encourages our suppliers to establish systems and routines that support the implementation of these:

- The supplier appoints a person central in its organisation to be responsible for the implementation of the ethical guidelines in the supplier's own enterprise and its supply chain.
- The supplier makes the guidelines known to all relevant sections of its enterprise.
- Unless agreed upon in advance, the supplier obtains consent from the Norwegian People's Aid before subcontracting its production or parts of its production.
- The supplier must know where goods ordered by the Norwegian People's Aid are produced.

13. Respect for human rights and international humanitarian law

On 16 June 2011, the UN Human Rights Council adopted the Guiding Principles for the implementation of the UN's "*Protect, Respect and Remedy*" framework. The UN Principles provide an authoritative global standard to prevent and handle the risk of negative human rights effects from business activities.

Guiding Principles detail the significance of the enterprise's responsibility to respect human rights, which is also an important part of Principle 1 of the Global Compact, which encourages enterprises to support and respect the protection of internationally recognised human rights.

In line with these principles, the Norwegian People's Aid expects all suppliers to respect internationally recognised human rights. The guiding principles specifically state that: "Moreover, in situations of armed conflict enterprises should respect the standards of international humanitarian law", and the Norwegian People's Aid expects our suppliers to respect the standards of international humanitarian law in situations where these apply.

14. Corruption

All forms of bribery are unacceptable, including the use of alternative channels to secure illegitimate private or work-related advantages for customers, agents, contractors, suppliers or their employees, as well as for civil servants.

Auditing and monitoring

In order to assess suppliers' compliance with this standard, the Norwegian People's Aid will perform audits, which will be carried out either by our own employees or by a third party. We reserve the right to monitor compliance with the standards by performing systematic, unannounced or announced inspections, carried out by Norwegian People's Aid staff or by independent auditors.

Corrective measures and failure to comply

The Norwegian People's Aid expects all of our suppliers and business partners to respect these ethical standards in their operations and production. We are fully aware that all of our expectations cannot be met immediately, but we expect that the supplier will follow up any deviations identified at start-up with concrete corrective measures. If deviations or repeated violations of the standards continue without corrective measures being completed by the supplier, we consider the Norwegian People's Aid to have the right and duty to terminate the cooperation with the supplier.

APPENDIX 2.

CODE OF ETHICAL CONDUCT FOR BIDDERS AND PROVIDERS

ETHICAL PRINCIPLES:

Bidders and providers shall at all times-

- Maintain integrity and independence in their professional judgement and conduct
- Comply with this policy and internationally accepted ethical standards in procurement
- Avoid associations with businesses and organisations which are in conflict with this code.

STANDARDS:

Bidders and providers shall-

Strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies that they provide.

Comply with the professional standards of their industry or of any professional body of which they are members.

CONFLICT OF INTEREST:

Bidders and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any procuring entity. Bidders and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

CONFIDENTIALLY AND ACCURACY OF INFORMATION:

Information given by bidders and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.

Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

GIFTS AND HOSPITALITY:

Bidders and providers shall not offer gifts or hospitality directly or indirectly, to any NPA staff.

FRAUDULENT PRACTICES:

Bidders and providers shall not-

Collude with other businesses and organisations with the intention of depriving a procuring entity of the benefits of free and open competition;

Enter into business arrangements that might prevent the effective operation of fair competition;

Engage in deceptive financial practices, such as bribery, double billing or other improper financial practices.

APPENDIX 3.

STANDARD PROCUREMENT TERMS

1. GENERAL

These standard procurement terms are applicable for all forms of supply of goods and services rendered to Norwegian Peoples Aid, unless a separate contract is entered into and signed by both parties. The supplier is hereby identified as the one to whom the order is addressed to and the contract is entered with. The purchaser is Norwegian Peoples Aid.

2. BID

Bidding shall be made at no cost to the purchaser. The supplier shall clearly specify any deviation from the invitation to bid. The purchaser has the right to reject or accept any and all bids.

3. PRICE

Unless otherwise agreed, price shall always be quoted in US Dollar; delivery shall be made DDP (Delivery Duty Paid) at the recipients address.

In the event that there is a change regarding tax and other charges, the price can change accordingly, subsequent to an agreement. Any price changes after the signing of the agreement have to be accepted in writing by both parties.

4. FAILURE TO DELIVER

In the event that the supplier fails to deliver the goods or services within the agreed dated, the supplier shall inform the purchaser of the delay in writing within a reasonable time from the date of delivery. The purchaser reserves the right not to be bound by the purchase order, if such information is not given or the purchaser has rejected the delay in writing.

5. DELIVERY

Delivery shall be considered to have taken place when the agreed goods and services are delivered within the time and the terms agreed upon. The supplier shall bear the cost and the risk up to the transfer of the goods in accordance with the agreed terms and conditions. Delivery terms shall be interpreted in accordance with "Incoterms 2010 " as provided by the International Chamber of Commerce.

The supplier shall insure that the goods to be delivered are packed according to accepted standard in order to avoid damage or deteriorate while transporting to the agreed place of delivery.

The supplied goods shall always be accompanied with all the necessary instruction materials necessary for proper operation and maintenance. It will also include any other documents specified in the purchase order.

The purchaser is obligated to check within reasonable time that the delivered goods/services are delivered in accordance with the purchase order. In case there is a substantial shortage in the delivery or part thereof, the purchaser has the right to reject part of or the whole delivery after giving immediate notice to the supplier.

The part of the delivery reject by the purchaser shall be considered as if the delivery has not taken place. In case the delivery is not rejected in such manner, para. 11 shall be applicable for those items inadequately delivered.

The supplier is obligated to take all the necessary measures in order that the supply will be delivered within the agreed time. Where the supplier believes that there will be delay in the delivery of the supplies, he will forthwith inform the purchaser the grounds for the delay and the duration of the delay. The Law of Procurement as stated under Para. 11.1 shall be applicable.

Unless otherwise agreed and where the supplier, without good cause, fails to deliver the supplies on time, the purchaser shall have the right to claim penalty without justifying lose caused by the delay.

The penalty shall be 2 per mil per day of the total value of the purchase order until such time the delivery is made or the service is carried out and can be extended for a period of 15 days. After 15 days, the purchaser is free to cancel the purchase order. The payment of penalty shall not hinder the purchaser from claiming compensation for damages it suffered due to the delay; this is applicable where the damage suffered is higher than the amount paid through the penalty.

6. PAYMENT

Unless agreed otherwise, Norwegian Peoples Aid effect payment 30 days after delivery of the goods and/or services and receipt of the correct payment voucher along with the agreed attachments.

The supplier shall remain legally responsible for the goods delivered even where the supplier assigns a third party to collect payments.

7. INVOICE ADDRESS

The following points should be clearly stated in the invoice:

- Purchase order and/or contract number
- Organization and/or VAT number
- Invoice number
- Invoice date
- Payment due date
- Bank acc. for payment of invoice
- VAT amount
- Gross amount
- Swift and/or BIC code (if applicable)
- Name of purchase order contact
- Project number (where given)
- Contract/necessary attachments or product type/number

Invoices that do not fulfil the above requirement shall be returned to the purchaser at his own cost.

8. QUALITY

The supplier is responsible that the product delivered or the service rendered confirms to the purchase order given. The purchaser, at his own cost and after giving due notice, has the right to check before the delivery actually takes place.

If the product delivered or the service rendered does not satisfy the requirement or conditions stated in the purchase order, the purchaser has the right to reject all or part of the delivered product or service. In such an event, the supplier shall replace the delivered product or do the necessary correction/change without any extra cost on the purchaser. The fact that the purchaser has accepted the product or service shall not relieve the supplier of his obligations stated in the purchase order. The failure/lack of quality control by the purchaser shall not entail the loss of his rights. Acceptance by purchaser of delivered product or rendered service shall not be interpreted to include acceptance of hidden defects or shortages in the delivered product or service.

Where the product to be delivered has to fulfil official regulations and/or undergo control and/or obtain approval from the authorities, the supplier has the obligation to fulfil these requirements before delivery takes place in order that the purchaser can put the product directly in use.

9. ADVERTISEMENT

The supplier must obtain prior approval from the purchaser in case the supplier intends to use the purchase order for advertisement purpose or for any other public use.

This condition does not apply where the use of the purchase order is only as a general reference.

10. RESPONSIBILITY FOR DELAY, DEFECT OR SHORTAGE OF DELIVERY

Unless otherwise agreed regarding breach of contract (delay, shortage or failure), the Iraqi law shall be applicable.

- 10.2 Unless otherwise agreed in the purchase order, the supplier shall bear responsibility for any defect or shortage on the delivered product for up to 12 months after the date of delivery. The supplier shall, soonest within the guarantee period and at his own cost, replace or repair the defective part in such a way that the product is without any defect or shortage. The guarantee period for the product should not be agreed to be less than what is the normal guarantee period for such a product under ordinary sales. This guarantee is valid where the product is properly stored and the defect is not due to normal wear and tear.
- 10.3 Where the product is repaired or replaced as provided under paragraph 10.1 and 10.2, the supplier shall bear similar responsibility for the repaired or replaced products as he has for the originally delivered product. The guarantee period starts running from date of repair or replacement.
- 10.4 The supplier shall inform the purchaser in writing every item covered under the guarantee. Where the supplier fails to take the appropriate corrective measure to rectify the defect within the time set by the purchaser, the purchaser has the right to take the appropriate measure to rectify the damage at the cost of supplier without affecting the rights the purchaser has in the contract.

11. PATENT

The supplier shall hold the purchaser harmless against any and all claims arising from third parties related to rights in regards to patent, trademark or industrial design or any other similar claims that could arise due to the use by the purchaser of the products or part thereof.

12. SETTLEMENT OF DISPUTES

In case of dispute between the parties regarding the terms and conditions of this contract, the parties shall settle the dispute amicably. Where the dispute cannot be settled amicably, the case shall be settled in a court of law in accordance to Iraqi Law through arbitration. In case the parties agree to settle the dispute through arbitration, the arbitration body should be set up within 14 days after such decision is reached.

The decision reached by the arbitration body shall be binding and final on the parties.