

Sectorial Standard Tender Documents

For the Procurement of Textbooks and Reading Materials

Contracting Entity: [Name of Contracting Entity]

Project/Tender name: [insert project/ tender name]

Tender / Invitation Number: [Insert Tender /Invitation Number].

Project/Tender Ref. No.: [Insert budget/reference as been listed in the Iraqi Federal Budget]

Date: Issued on [insert date of Tender advertising]

Introduction

The Sectorial Standard Bidding Document (“SSBD”) for the procurement of Textbooks and Reading Materials is based on the Standard Documents adopted in the international practices for the procurement of Textbooks and Reading Materials; particularly the main Procurement Document for the Procurement of Goods, prepared by the Multilateral Development Banks (“MDBs”), and reflects what are considered “best practices”.

This Bidding Document is intended to be used as per the dissolved interim Coalition Authority Order No. 87 of 2004 or any superseding law in accordance with the instructions for implementing the government contracts in force, **and the relevant controls and circulars issued.**

Notes on the Standard Bidding Documents for the Procurement of Textbooks and Reading Materials

The bracketed texts, with a yellow background such as {directions to the Contracting Entity or Employer}, provide guidance to the contracting party on how to prepare the special bid document. These guidelines shall be removed before the final issuance of the Tender Request documents to potential bidders taking into account Texts of the Guide to the Implementation of Government Contracts.

The texts which are indicated by use of typographical aides such as italicized text with grey shading and within square brackets such as [the information to be issued by the Contracting Entity] are to complete the final Tender Request that will be sent to the potential bidders.

Standard Bidding Document

Advertising form / Letter of Invitation

Part 1- Contracting Procedures

Section one: Instructions to Bidders (ITB)

Section two: Bid Data Sheet (BDS)

Section three: Evaluation and Qualification Criteria

Section four: Bid Documents

Section five: Eligible Countries

Part 2 - Contracting Requirements

Section six: Schedule of Requirements

Part 3: The Contract

Section seven. General Conditions of Contract (GCC)

Section eight. Special Conditions of Contract (SCC)

Section nine: Contract Documents

Advertising form / Letter of Invitation

Bid Application: [Insert: Project / Tender name]

Tender Reference No.: [Insert: Project/Tender reference number as listed in the Budget, Tender name/
Tender No. or IFB]

[Insert: the Contracting Entity's address and the issuance date of tender.]

1. The *[insert name of Contracting Entity]* has allocated the necessary funds for the project and it intends to pay the necessary funds under the contact *[insert contract title and No. of Contracts]*, for which this Tender Document is issued.
2. The *[insert name of Contracting Entity]* now invites sealed bids from eligible and qualified bidders for the procurement of *[insert description of the textbooks, reading materails and related services]*.
3. The public tender procedures will be adopted in this tender process, as qualified suppliers can participate in accordance with the applicable Iraqi laws.
4. Interested eligible bidders may obtain further information from *[insert name of Contracting Entity and name of officer in charge and his telephone and facsimile numbers, and e-mail address if applicable]* and inspect the Tender Documents at the address given below *[state address at end of this IFB]* at *[insert office working hours]*.
5. Qualifications requirements include: *[insert a list of technical, financial, legal and other requirements]*. Additional details are provided in the Tender Documents.
6. A complete set of Tender Documents in *[insert name of language English or Arabic or Kurdish]* may be purchased by interested bidders on the submission of a written Application to the address below *[state address at the end of this ITB]* and upon payment of a non-refundable fee *[insert amount in Iraqi*



Part 1

Contracting Procedures

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Section I. Instructions to Bidders (ITB)

A. General

1 Definitions

1.1 For supporting the Tender indicated in the Bid Data Sheet (BDS), the Contracting Entity issues these Tender Documents for the procurement of textbooks, reading materials and related services. The address, reference and No. of lots of this Tender are defined in the BDS. The Contracting Entity is as indicated in the BDS.

1.2 1.1 Throughout these Tender Documents:

- A- **“Applicable Law”** means the laws, regulations, systems, instructions and orders adopted in the Republic of Iraq.
- B- **“Contract”** means the legal written agreement, binding and signed by and between the purchaser (Contracting Entity) and the Supplier (Successful Bidder), along with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- C- **“Contract Documents”** means the documents specified in the contract, annexes and the attached amendments thereto.
- D- **“Bid Data Sheet”** means an integral part of the Instructions to Bidders that is used to reflect specific Assignment conditions to supplement, but not to over-write, the provisions of the ITB.
- E- **“Contract Price”** means the price payable to the Supplier as specified in the Agreement, under the terms and conditions of the Contract.
- F- **“Day”** means calendar day.
- G- **“Completion”** means the fulfillment of the Supplies and Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

- H- **“Textbooks”** means all of the textbooks and reading materials, teacher’s material, other production inputs such as paper, manuscript, publishing and manufacturing; as well as other related services such as distribution, binding and packing that the Supplier is required to supply to the Contracting Entity under the Contract.
- I- **“Purchaser”** means the Contracting Entity purchasing the Textbooks (stated above in Clause 1.2 (h) Reading Materials & Related Services.
- J- **“Related Services”** means the services incidental to the supply of the textbooks, such as insurance, training and other similar obligations of the Supplier under the Contract.
- K- **“Subcontractor”** means any natural or legal person, private or governmental institution, or a combination thereof, and any of its legal branches or companies represented, may commit through the supplier any part of the books required to contract or any of the related services.
- L- **“Supplier”** means Any natural or legal person, private or government institution or a combination thereof, whose bid has been accepted by the contracting entity to implement the contract and has also been named in the contract agreement that includes its legal branches or represented companies.
- M- **“INCOTERMS”** means the international rules for interpreting trade terms published by the International Chamber of Commerce (the edition of INCOERMS specified in the Bid Data Sheet shall be used).
- N- **“Effective Date”** means the date of fulfilment of all conditions of the Contract Agreement, from which the Time for Completion shall be counted.
- O- **“Time for Completion”** means the time within which Completion of the contract requirements as a whole is to be attained, in accordance with the relevant provisions of the Contract.
- P- **“in writing”** means a communication done in written form, communicated or delivered by hand or by e-mail, or by cable (including telex and facsimile), when specified in the BDS. It shall be supplemented by a letter issued by the other party confirming the receipt of the correspondence at the address of the sending party as specified in the BDS.

2- Source of Funding

- 2.1 The source of funding for the contract (s) that will result from the tender document is the Iraqi Federal Budget * or any other funding source mentioned in the BDS. This tender document will be used in accordance with the relevant and effective Iraqi legislation.

*Federal Budget (Investment, Current, Operational)

3- Practices of Corruption and unlawful acts

- 3.1 It is the policy of the contracting entity to require the bidders, suppliers, contractors and their employees to adhere to the highest ethical standards during contracting processes and the implementation of contracts funded by the contracting entity. For the purpose of this policy:

A- The contracting entity adopts the definition of "illegal actions and corruption" according to the relevant and effective Iraqi laws. The contracting entity will also be guided by the definitions of the following terms below:

- 1- **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- 2- **“illegal actions practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- 3- **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- 4- **“collusive practice”** means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
- 5- **“ obstructive practice”** is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators, or acting intentionally, in order to materially impede a Contracting Entity’s investigation into

allegations of a corrupt, fraudulent, coercive or collusive practice as per the applicable Iraqi laws; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

- B- The contracting entity will reject any bid that has been recommended for awarding the contract to it if it becomes evident that the bidder who won the recommendation was directly or through an agent involved in corruption, fraud, subjugation, complicity or obstruction practices while competing for the contract in accordance with the Iraqi Laws in force.
- C- The contracting entity will punish the bidder or his partners in accordance with the Iraqi laws in force, including declaring the bidder incapable, whether for an unlimited period or for a specified period of time, to participate in any of the contracting activities for contracts funded by the contracting authority, If it becomes clear at any time to the competent Iraqi authorities in this regard, that the bidder was involved, either directly or through an agent, in practices of corruption, fraud, collusion, subjugation or obstruction during competition for the contract or during the implementation of that contract funded by the contracting entity.
- D- The contracting entity will have the right to include the tender documents and the contracts funded by the contracting authority, a condition that requires bidders, consultants, suppliers and contractors to allow the competent Iraqi authorities to inspect their accounts, records and other documents related to bid submission and contract implementation, and also to refer these documents to scrutiny with auditors assigned from the competent authorities according to the Iraqi laws in force.

4- **Prequalification**

- 4.1 A Bidder, and all parties constituting it, may have the nationality of any country, except for those with whom commercial relations are banned by the Republic of Iraq under the law and official instructions. A Bidder shall be deemed to have the nationality of a country if the Bidder, or any of its affiliates, is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws in force of that country.
- 4.2 Pre-qualification loses all bidders who have found themselves in a conflict of interest situation. Bidders are considered to be in a conflict of interest situation according to the effective Iraqi laws, especially if:

- A- a- If the bidder used previously, with any institution or any of its branches, by the contracting authority, directly or indirectly, to provide consulting services to prepare the study / design, specifications or other documents related to contracting textbooks and reading materials that must be purchased in accordance with the tender document.
- B- They submitted more than one bid during the contracting process, with the exception of submitting alternative bids if permitted according to this bid request document.
- 4.3 A Bidder that is under a declaration of ineligibility by the Contracting Entity in accordance with ITB Clause 3.
- 4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Contracting Entity, as the Contracting Entity shall reasonably request.
- 4.5 Staff of the Government and Public Sector shall not participate directly or indirectly in Public Tenders.
- 5- **Eligible Goods and Related Services**
- 5.1 All goods and related services to be supplied under the Contract may have their origin in a country eligible to the Contracting Entity, with the exception of the countries that the Republic of Iraq bans trading with under the applicable official laws and **regulations**.
- 5.2 For purposes of this Clause, the term “goods” include textbooks and reading materials, teacher’s manuals, other production inputs such as paper, manuscript, publishing and manufacturing; as well as other related services such as distribution, binding and packing.
- 5.3 The term “country of 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 imported components as per the applicable Iraqi laws.
- 5.4 If so required in the BDS, a Bidder that does not own copyright of the goods it offers to supply shall submit a Copyright Authorization using the form included in Section four, Bid Documents to demonstrate that it has been duly authorized by the Main owner for the submission of these goods in Iraq.

Second- Contents of Tender Document

6- Sections of Tender Document

6.1 The Tender Document consists of the Sections indicated below, and shall be read in conjunction with any Addenda issued in accordance with ITB Clause 8. The Tender Document is also expected to be read in conjunction with the definitions set in Section seven, the General Conditions of the Contract.

- **Section one: Instructions to Bidders (ITB)**
- **Section two: Bid Data Sheet (BDS)**
- **Section three: Evaluation and Qualification Criteria**
- **Section four: Bid Documents**
- **Section five: Eligible Countries**
- **Section six: Schedule of Requirements**
- **Section seven: General Conditions of Contract (GCC)**
- **Section eight: Special Conditions of Contract (SCC)**
- **Section nine: Contract Documents**

6.2 The Invitation for Bidding issued by the Contracting Entity is not part of the Bid Documents.

6.3 The Contracting Entity is not responsible for the completeness of the Tender Documents and their addenda, if they were not obtained directly from the Contracting Entity and within the set forth term at the Invitation for Bidding.

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

7- Inquiries & Clarification of Tender Document

7.1 Any bidder who requires any clarification of the Tender Document shall contact the Contracting Entity in writing or by cable (the term “cable” is deemed to include electronic mail, telex, or facsimile) at the Contracting Entity’s address **if permissible in the BDS**. The Contracting Entity will respond in writing to any request for clarification, prior to the deadline for submission of bids. The Contracting Entity shall

forward copies of its response to all those who have acquired the Tender Document directly from it, including a description of the inquiry but without identifying its source. Should the Contracting Entity deem it necessary to amend the Tender Document as a result of a clarification, it shall do so under Clause 8 and Sub-Clause 24.2.

8- Amendment of Tender Documents

- 8.1 At any time prior to the deadline for submission of bids, the Contracting Entity may amend the Tender Documents by issuing amendment addendum.
- 8.2 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents directly from the Contracting Entity. When the addendum is related to extension of the deadline for bid submission as in ITB 8.3, the Contracting Entity shall advertise the extension as done for the Short Procurement Notice of this tender.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Contracting Entity may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2.

Third - Preparation of Bids

9- Cost of Bidding

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Contracting Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10- Language of Bid

- 10.1 The Bid, as well as all related correspondence and documents exchanged by the Bidder and the Contracting Entity, 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 the relevant accurate translation into the language specified. For purposes of interpretation of the Bid, such translation shall govern

11- Bid Documents

11.1 The Bid shall comprise the following:

- A- Bid Submission Form and the applicable Price tables, in accordance with ITB Clauses 12, 14, and 15;
- B- Bid Guarantee, in accordance with ITB Clause 21;
- C- Alternative bids, if permissible, in accordance with ITB Clause 13;
- D- written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
- E- documentary evidence in accordance with ITB Clause 16 Proving the Bidder's eligibility to bid, including the Bidder Information Form and, when applicable, the JV Partners/Members Information Form using the forms furnished in Section four, Bid Documents;
- F- Documentary evidence in accordance with ITB Clauses 18 and 30, that the Textbooks, Reading Materials & Related Services conform to the Tender Documents;
- G- Documentary evidence in accordance with ITB Clause 19 Proving the Bidder's qualifications to perform the contract if its bid is accepted; and
- H- Bidder's voucher of purchasing the Tender Document (If Applicable);
- I- Any other document required in the BDS.

12- **Bid Submission Form and Price tables**

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section four, Bid Documents. This form shall 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.

12.2 The Bidder shall submit the Price tables for Textbooks and Related Services, according to their origin as appropriate, using the forms furnished in Section four, Bid Documents.

13- **Alternative Bids**

13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.

13.2 If alternative bids are accepted, the criteria for their analysis shall be determined in the BDS.

14- **Bid Prices and Discounts**

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price tables shall conform to the requirements specified below.

14.2 All lots and items shall be listed and priced separately in the Price tables. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots should comprise all items. Incomplete lots shall be considered non-responsive.

14.3 The price to be quoted in the Bid Submission Form, in accordance with ITB Sub-Clause 12.1, shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form, in accordance with ITB Sub-Clause 12.1. The discount shall be offered on or before the deadline for submission of bids. Any Bid holding a conditional discount based on others' bids shall be considered as non-responsive and shall be **rejected**.

14.5 The International Commerce terms shall be governed by the rules prescribed in the current edition of INCOTERMS, published by The **International Chamber of Commerce**, at the date of the Invitation for Bidding or as specified in the BDS.

14.6 Prices indicated on the respective Price Schedule Form included in Section four, Bid Documents, shall be entered separately, when appropriate, in the following manner:

A- For Textbooks & Reading Materials manufactured in Iraq:

- 1- The price of the Textbooks and Reading Materials quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties as indicated in the BDS, and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Textbooks and Reading Materials;
- 2- Any Contracting Entity's Country sales tax and other taxes which will be payable on the Textbooks and Reading Materials if the contract is awarded to the Bidder; and
- 3- The price for inland transportation, insurance, and other local services required to convey the Textbooks and Reading Materials to their final destination specified in the Data Sheet.

B- For Textbooks and Reading Materials manufactured outside the Contracting Entity's Country, to be imported:

- 1- the price of the Textbooks and Reading Materials, quoted CIP named place of destination, in the Contracting Entity's Country, or CIF named port of destination, as specified in the Data Sheet;
- 2- the price for inland transportation, insurance, and other local services required to convey the Textbooks and Reading Materials from the named place of destination to their final destination specified in the Data Sheet;

3- In addition to the CIP prices specified above, the price of the Textbooks and Reading Materials to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the Data sheet.

C- For Textbooks manufactured outside the Contracting Entity's Country, already imported:

1- The price of the Textbooks and Reading Materials , including the original import value of the Goods; in addition to any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Textbooks already imported.

2- The custom duties as indicated in the Data Sheet and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Textbooks already imported;

3- The price of the Textbooks and Reading Materials, quoted CIP named place of destination, in the Contracting Entity's Country obtained as the difference between (a) and (b) above;

4- Any Contracting Entity's Country sales and other taxes which will be payable on the Textbooks if the contract is awarded to the Bidder; and

5- The price for inland transportation, insurance, and other local services required to convey the Textbooks and Reading Materials from the named place of destination to their final destination specified in the BDS.

6- for Related Services, other than inland transportation and other services required to convey the Textbooks and Reading Materials to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

7- The price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 The disaggregation of price components in accordance with ITB Sub-Clause 14.6 shall be solely for the purpose of facilitating the comparison of bids by the Contracting Entity. This shall not in any way limit the Contracting Entity's right to contract on any of the terms offered, **if stipulated in the BDS.**

14.8 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. Any bid which is not compliant with this clause shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30.

14.9 If the bid is composed of more than one lot, each lot shall be priced separately, and treated as an independent lot in the bid analysis process. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each lot. Price discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the bids for all lots are submitted and opened at the same time.

15- Adopted Currenceis of Bids

15.1 Unless otherwise specified in the BDS, for Textbooks, Reading Materials & Related Services that the Bidder will supply from inside the Contracting Entity's country the prices shall be quoted in the Iraqi Dinar,

15.2 The specified currency at the data sheet for the prices of textbooks, reading materials and relevant services that will be provided from outside Iraq shall be used.

16- Documents Proving the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the eligibility documents in the Bid Submission Form, included in Section four, Bid Documents.

17- Documents Proving the Eligibility of the Textbooks, Reading Materials & Related Services

17.1 To establish the eligibility of the Textbooks, Reading Materials & Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section four, Bid Documents.

18- Documents Proving the Conformity of Textbooks, Reading Materials & Related Services

18.1 To establish the conformity of the Textbooks, Reading Materials & Related Services to the Tender Documents, the Bidder shall furnish as part of its bid the documentary evidence that the textbooks conform to the technical specifications and standards specified in section four, Bid Documents

18.2 Unless otherwise specified in the BDS, 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 Textbooks and Related Services, demonstrating substantial responsiveness of the Textbooks and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Contracting Entity 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 Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

19- Documents Proving the Qualifications of the Bidder

19.1 To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated for each qualification criterion specified in Section three, Qualification and Analysis Criteria.

20- Bid Validity Term

20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Contracting Entity. A bid valid for a shorter period shall be rejected by the Contracting Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity term, the Contracting Entity 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 Guarantee is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Guarantee. A Bidder granting the request shall not be required or permitted to modify its bid within the extended Bid validity term.

21- **Bid Guarantee**

21.1 The bidder shall submit, as part of the bid, a Bid Guarantee if required in the BDS.

21.2 The bidder shall include in its Bid Guarantee the amount and currency specified in the BDS, further,

- A- It shall also be submitted in the form of a Banking Guarantee letter or certified instrument issued by the Iraqi government, or any other form referred to in the Bid Data Sheet.
- B- The guarantee shall be issued from an accredited bank in Iraq in accordance with a bulletin issued by the Central Bank of Iraq on the financial efficiency of the bank, selected by the Bidder. If this banking institution is located outside of Iraq, it must adopt a certified financial institution within Iraq, in order to activate the Banking Guarantee.
- C- It shall conform to one of the security forms in Section four, "Tender Documents," or any other form approved by the purchaser prior to the submission of the Bid,
- D- It shall be payable immediately upon the issuance of a written request by the Purchaser in the event of any breach of the conditions in ITB Clause (21.5)
- E- Only the original version will be submitted. Thus, no copy will be accepted,
- F- If required in accordance with ITB Clause (20-2), it shall be valid for 28 days after the expiry of the Bid validity term or after the Bid extension date.

21.3 If a Bid Guarantee is specified pursuant to ITB 21.1, any bid not accompanied by a substantially responsive Bid Guarantee shall be rejected as non-responsive.

21.4 Securities of unsuccessful applicants shall be returned to their owners as soon as possible and once the successful Bidder has submitted the Bid Guarantee as per ITB Clause (45). After contract signing.

21.5 The Bid Guarantee may be forfeited if the successful Bidder fails to:

- 1- Sign the contract in accordance with ITB Clause 44.
- 2- Submit Good Performance Guarantee as per ITB Clause 45.

21.6 The Bid of the joint venture shall be in the name of the joint venture that submits the Bid. If the joint venture is not legally established at the time of the Bid submission, the Bid shall be provided on behalf of all the said independent partners.

21.7 The Purchaser has the right (if provided for in the Bid Data Sheet) to declare the contractor ineligible to be awarded for a limited period, as specified in the Bid Data Sheet and in the following cases:

- A- If the successful Bidder fails to sign the contract under the ITB Clause 44;
- B- If the successful bidder fails to provide Good Performance Guarantee as per ITB Clause (45).

22- **Format and Signing of Bid**

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 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 conflict between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization shall be typed or printed below the signature. The Bidder has to ensure the signature of the Bid Submission Form and of every page of the Price tables and the attached documents to the Bid by the person signing the Bid. Noting that all pages of the bid where entries or corrections have been made by the Bidder shall be signed or initialled by the person signing the bid. Prices shall be incorporated by the Bidder in words and figures as required in the Price tables.

22.3 The bid shall contain no interlineations, erasures, overwriting, or modification to any clause of the Tender Documents, except to correct errors made by the Bidder, in which case such corrections shall be signed and initialed by the person or persons signing the bid.

Fourth- Submission and Opening of Bids

23- Sealing and Marking of Bids

23.1 Bidders may always submit their bids by mail or by hand.

A. The Bidder shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single sealed envelope.

23.2 The inner and outer envelopes shall:

- A- Bear the name and address of the Bidder;
- B- Be addressed to the Contracting Entity in accordance with ITB Sub-Clause 24.1;
- C- Bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as specified in the Data Sheet; and
- D- Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 24.1.

23.3 If all envelopes are not sealed and marked as required, the Contracting Entity will assume no responsibility for the misplacement or premature opening of the bids.

24- Deadline for Submission of Bids

24.1 Bids shall be received by the Contracting Entity at the address and no later than the date and time indicated in the BDS. A receipt will be provided by the Contracting Entity against each Bid submitted. One copy will be kept by the Contracting Entity for a further reference.

24.2 The Contracting Entity may, at its discretion, extend the deadline for the submission of bids by amending the Tender Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Contracting Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25- Late Bids

25.1 The Contracting Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24.

26- Withdrawal, Substitution or Amendment of Bids

26.1 A Bidder may withdraw, substitute, 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 Sub-Clause 26.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices shall be:

- A- Submitted in accordance with ITB Clauses 22 and 23, and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- B- Received by the Contracting Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn or substituted in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the bid validity term specified by the Bidder on the Bid Submission Form or any extension thereof.

27- Bid Opening

27.1 The Contracting Entity shall conduct the bid opening in the presence of Bidders’ designated representatives who choose to attend, and at the address, date and time specified in the BDS.

27.2 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 “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. 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.

27.3 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; the presence of a Bid Guarantee, if required; and any other details as the Contracting Entity 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 Sub-Clause 25.1.

27.4 The Contracting Entity shall prepare a record of the bid opening that shall include, as a minimum the information stated above in ITB 27.1 and 27.2 in addition to: sealing and stamping of the envelopes; the Bid

Price, per lot if applicable, including any discounts, conditional pricing or discounts based on other Bids; marking (with the signature of the Chairman of Bids Opening Committee and the members) of any alteration, erasure, correction made by the Bidder on the prices schedules (while slashing un-priced items with horizontal lines); Bidder's signature of the Bid Submission Form and other attached Bid Forms and of every page of the price tables; number of pages of each Bid; any other relevant remarks and reservations made by the Bidder on the Bid; any other remarks and general description and highlights to be made by the Committee on any attachments to the Bid.

All Bid's content and attachments will be initialled by the Bids Opening Committee stamp. The Bidders' representatives who are present shall be requested to sign the record with the right to add any comment on the performance of the Committee. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time and upon their written request.

27.5 All Bids' prices, technical specifications, and implementation periods will be officially placed on the Contracting Entity's bill board while stating that these are to be analysed and verified further.

27.6 The Bids will be referred by an official report to the Bids Evaluation Committee for a further analysis and verification. The Contracting Entity will be notified accordingly and will maintain the original Bids at its premises.

Fifth- Bids Analysis & Comparison

28- Confidentiality

28.1 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 information on Contract award is communicated to all bidders.

28.2 Any effort by a Bidder to influence the Contracting Entity in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of its bid.

28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Contracting Entity on any matter related to the bidding process, it should do so in writing.

28.4 In order to maintain the confidentiality of the procedures during the Bid advertisement period, information about the names and addresses of Bidders and their agents shall not be disclosed to any unconcerned party.

29- Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Contracting Entity (Evaluation and Analyzing of Bids), 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 Contracting Entity shall not be considered. The Contracting Entity's request for clarification and the response shall be in writing. Negotiations on the prices shall not be allowed. Accordingly, no change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Contracting Entity in the evaluation of the bids, in accordance with ITB Clause 31.

30- Responsiveness of Bids

30.1 The Contracting Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.

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

- A- Affects in any substantial way the scope, quality, or performance of the Textbooks, Reading Materials & Related Services specified in the Contract; or
- B- Limits in any substantial way, inconsistent with the Tender Documents, the Contracting Entity's rights or the Bidder's obligations under the Contract; or
- C- If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

30.3 If a bid is not substantially responsive to the Tender Documents, it shall be rejected by the Contracting Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

31- Nonconformity of Specifications, Errors, and Omissions

31.1 In case the bid fulfills the required basic conditions, the contracting authority (the Bid Evaluation and Analysis Committee) can request the bidder to deliver the necessary information or documents, within a reasonable period of time to amend the deficiencies that are not related to the basic material related to the purposes of documentation. These deficiencies or omissions must not be related in any way to the prices mentioned in the bid. The failure of the bidder to deliver the required information excludes his bid.

31.2 If the bid fulfills all the conditions, the purchaser has the right to correct any mathematical errors according to the following conditions:

- A- if there is a conflict between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Contracting Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price 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 conflict 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.

31.3 If a Bidder that submitted the lowest evaluated bid does not accept the correction of errors done by the Contracting Entity (Bid Analysis & Evaluation Committee), then this bidder shall be disqualified and its Bid Guarantee may be forfeited.

32. Preliminary Examination of Bids

32.1 The Contracting Entity (Bid Analysis & Evaluation Committee), shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

32.2 The Contracting Entity (Bid Analysis & Evaluation Committee), shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.

- A- Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- B- Price tables, in accordance with ITB Sub-Clause 12.2;
- C- Written confirmation of authorization to commit the Bidder, in accordance with ITB Sub-Clause 22.2; and
- D- Bid Guarantee, in accordance with ITB Clause 22.2, if applicable.

33- Examination of Terms and Conditions & Technical Analysis

33.1 The Contracting Entity (Bid Analysis & Evaluation Committee), shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

33.2 The Contracting Entity (Bid Analysis & Evaluation Committee), shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section six, Schedule of Requirements of the Tender Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation, the Contracting Entity (Bid Analysis & Evaluation Committee), determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.

34- Conversion to Single Currency

34.1 For evaluation and comparison purposes, the Contracting Entity (Bid Analysis & Evaluation Committee), shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the BDS.

35- Local Preference

35.1 Unless otherwise specified in the BDS, Margin of Preference shall not be a factor in bid evaluation. The specified value of the Margin of Preference will be indicated in the Bid Data Sheet.

36- Bids Analysis

36.1 The Contracting Entity (Bid Analysis & Evaluation Committee) shall analyze each bid that has been determined, up to this stage of the analysis, to be substantially responsive.

36.2 To evaluate a bid, the Contracting Entity (Bid Analysis & Evaluation Committee) shall only use all the **methodology** and criteria defined in the BDS and in Section three, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.

36.3 To evaluate a bid, the Contracting Entity shall consider the following:

- A- The bid price as quoted in accordance with clause 14;
- B- Price amendment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;

- C- Price amendment due to discounts offered in accordance with ITB Sub-Clause 14.4;
- D- As indicated in the BDS, the applicable factors of evaluation amongst those set out in Section three, Evaluation and **Qualification** Criteria;
- E- Amendments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable;

36.4 The Contracting Entity's evaluation of a bid shall take into account: the taxes and charges stipulated in the applicable Iraqi laws.

36.5 In the process of the Cost Analysis of a bid, the Contracting Entity (Bid Analysis & Evaluation Committee) may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors and the method of application shall be indicated from amongst those set out in Section three, Evaluation and Qualification Criteria.

36.6 If so indicated in the BDS, this Tender Document shall allow Bidders to quote separate prices for one lot, and shall allow the Contracting Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, including any discounts offered in the Bid Submission Form, as appropriate, is specified in Section three, Evaluation and Qualification Criteria.

37- Comparison of Bids

37.1 The Bid Analysis & Evaluation Committee shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.

38- Post qualification of the Bidder

38.1 The Contracting Entity (Bid Analysis & Evaluation Committee) shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest analyzed and substantially responsive bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria indicated in Section three, Evaluation and Qualification Criteria. Factors not included in Section three shall not be used in the evaluation of the Bidder's qualification.

38.3 Successful post qualification is considered a prerequisite for awarding the contract to the bidder. If the result of the post qualification is negative, this will lead to the exclusion of the bid. In this case, the Bid Analysis Committee will perform a similar analysis of the bidder with the lowest-cost analysis, to ensure that he is able to execute the contract in an acceptable manner.

38.4 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of supply or services will also be evaluated for acceptability in accordance with Section three, Evaluation and Qualification Criteria. Their participation shall be confirmed with a letter of intent between the parties, as needed. The Bidder (afterwards called “Supplier”) can subcontract parts of the Contract as per the approval of the Contracting Entity where the Supplier pertains the full responsibility in executing the Contract and where the Contract cannot be assigned to a Subcontractor as indicated in the BDS. If a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid’s price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

39- Contracting Entity’s Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Contracting Entity is not bound to accept the Lowest Bid. The Contracting Entity 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, 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 together with the purchasing fees of the Tender Documents as paid by the Bidders.

Six- Award of Contract

40- Award Criteria

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

40.2 Before the issuance of letter of award and notification thereof, the Contracting Entity has to verify from the competent authorities the validation of the substantial forms provided in the Bids including the Bid Guarantee.

41- Contracting Entity's Right to Amend Quantities at Time of Award

41.1 After concluding the contract, the Contracting Entity reserves the right to increase or decrease the quantity of Textbooks, Reading Materials & Related Services originally specified in Section six, Schedule of Requirements, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bid and Bid Documents.

42- Notification of Award

42.1 Prior to the expiration of the bid validity term, the Contracting Entity shall notify the successful Bidder, in writing, that its bid has been accepted.

42.2 The notice of award is considered a binding contract until the formal contract is prepared and signed.

42.3 The Contracting Entity shall publish, in accordance with the Iraqi applicable laws and regulations, the results identifying the bid and lot numbers and the following information: (1) name of each Bidder who submitted a Bid; (2) bid prices as read out at bid opening; (3) name and evaluated prices of each Bid that was evaluated; (4) name of bidders whose bids were rejected and the reasons for their rejection; and (5) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. The Contracting Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 42.2, requests in writing the grounds on which its bid was not selected.

43- Complaints and Appeals

43.1 The mechanism stipulated in the instructions of implementing the valid governmental contracts shall be adopted.

44- Signing of Contract

44.1 Promptly after notification, the Contracting Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract. The Contract shall be drafted in the language specified in the BDS. The Contract has to be endorsed as indicated in the BDS.

44.2 The winning bidder shall sign (with the date set) the contract agreement and return it to the contracting entity as soon as possible and within a period not exceeding fourteen (14) days after receiving the award decision award - or twenty nine (29) days including the notice period and otherwise the supplier shall bear The legal effects stipulated in the instructions for implementing the valid government contracts.

45- Good Performance Guarantee

45.1 The winning bidder shall submit a guarantee for good execution in accordance with the general conditions of the contract and according to the form attached in Section Eight, contract documents or according to any other form essentially equivalent and approved by the contracting authority, within a period not exceeding twenty nine (29) days from the date of receiving the notice by the award decision issued by the contracting entity, bearing in mind that the temporary implementation was not suspended due to an objection during the legal period.

45.2 Failure of the successful Bidder to submit the above-mentioned Good Performance Guarantee or sign the Contract during the above-mentioned period, including a (15) day notice shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Guarantee. In that case the declined Bidder will be responsible for paying the difference in the bids prices provided they decline during their Bid validity.

Section two. Bid Data Sheet (BDS)

ITB Reference	
First- General	
ITB 1.1	<p>Project/Tender reference: [insert: Tender reference number as listed in the Iraqi Federeal Budget]</p> <p>Description of the Tender for which bids are invited: [insert: brief description]</p> <p>[Note: The description used in the advertising / Specific Procurement Notice shall be used.]</p> <p>The number of Lots of the Tender is [insert: number and name of Lot(s)/Contract(s)]</p>
ITB 1.1	Buyer's name: [insert name of the Contracting Entity]
ITB 1.2 (r)	{Specify if: communication by cable [shall or shall not] include electronic emails [to be followed by a signed confirmation letter]}
ITB 2.1	<p>The Source of Funding for the contract is:</p> <p>[Insert the Source of Funding and specify the year and the Iraqi Federal Budget as endorsed by competent authorities with the reference number]</p>
ITB 5.4	The Bidder ["shall" or "shall not"] submit with its bid, the Copyright Authorization using the form included in Section four Bid Documents.
B. Contents of Tender Document	
ITB 7.1	<p>For the purpose of inquiring about the tender document only, the address of the contracting authority is:</p> <p>Attention: [insert name of responsible contact person or officer to whom bidder communications shall be addressed]</p> <p>Address: [Insert Contracting Entity's address in full including the floor and chamber No. for sending the registered mail.]</p> <p>Fax: [Insert fax No. if norification by cable is allowed.]</p>

	E-mail: [Insert the e-mail if it will be adopted]
	The period for sending inquiries is [insert number of days before closing date]

C. Preparation of Bids	
ITB 10.1	The language of the bid is: [Arabic and/or Kurdish and/or English] {In case of more than one permitted language to Bid: the Bidders are permitted, at their choice, to submit their bids in one of the languages above indicated. }
ITB 11.1	The Bidder shall submit with its bid the following additional documents [insert any additional required documents]
ITB 13.1	Alternative bids [insert “shall” or “shall not”] be considered.
ITB 13.2	The Contracting Entity shall only apply the following criteria for alternative bids analysis[insert criteria or not applicable]
ITB 14.5	The INCOTERMS edition is [insert edition/year]
ITB 14.6 (a)-1 & (a)-2	Import of Textbooks and Reading Materials is [insert "exempted " or "not exempted "] from customs dues in IRAQ.
ITB 14.6 (a)-3, (b)-2/3 & (c)-5	“Final destination/site”: [insert name of location where the textbooks and reading materials are to be actually used] The Bidder shall quote the price of the inland transportation, insurance, and other local services required to convey the textbooks to their final destination. If these services are actually required, they are specified in the Schedule of Requirements.
ITB 14.6 (b)-1 & (c)- 3	Named Place (or port) of Destination: [insert name of destination as per INCOTERMS used]
ITB 14.6 (c)-1/2/3	In addition to the CIP price specified in ITB 16.2 (b)(i), the price of the Goods manufactured outside the Contracting Entity’s Country shall be quoted: [insert appropriate INCOTERMS, other than CIP]
ITB 14.6 (c) -2	Import of Textbooks is [insert "exempt " or "not exempt "] from customs dues in IRAQ.

ITB 14.8	Prices quoted by the Bidder shall be [state: “fixed”; or, if a price amendment mechanism is required, then specify the exact formula that will apply, including the nature of the indices that will be used all as provided by the Ministry of Planning].
ITB 15.1	For Textbooks and Related Services that the Bidder will supply from inside Iraq the prices shall be quoted in [insert currency if not the national currency and accordingly specify if Bidders may express the price for Textbooks and related services in any fully convertible currency, singly or in combination of up to three foreign currencies, from the list of currencies from which the Central Bank of Iraq quotes the rate of exchange to the Iraqi Dinar.]
ITB 15.2	For Textbooks and Related Services that the Bidder will supply from outside Iraq the prices shall be quoted in [insert currency if not the national currency and accordingly specify if Bidders may express the price for Textbooks and related services in any fully convertible currency, singly or in combination of up to three foreign currencies, from the list of currencies from which the Central Bank of Iraq quotes the rate of exchange to the Iraqi Dinar.]
ITB 18.2	Documentary evidence shall be in the following form(s): [insert specific forms]
ITB 20.1	<p>The bid validity term shall be [insert: number (X)] days [insert: the actual date-day and time- of the expiration of the bid validity term (i.e., the date that happens to be X days after the date of bid opening)].</p> <p><u>{Note: The bid validity term shall be sufficient to permit completion of the evaluation, review of the recommended award by the management of the Contracting Entity, and issuance of the notification of award. }</u></p>

ITB 21.1	<p>The Bid shall include a Bid Guarantee (by an accredited bank in Iraq as per the official publication of the Iraqi Central Bank);</p> <p>The amount of the Bid Guarantee shall be <i>[insert the amount of the Bid Guarantee]</i> or its equivalent in a convertible currency, from the list of currencies from which the Central Bank of Iraq quotes the rate of exchange to the Iraqi Dinar.</p>
ITB 22.1	<p>In addition to the original of the bid, the number of copies is: [insert number of copies]</p>
ITB 22.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a Power of Attorney issued fully and dated no more than 3 month or Company Registration Form</p> <p><i>[All Bid pages shall be numbered]</i></p>

Fourth- Submission and Opening of Bids

ITB 23.2 (c)	<p>The inner and outer envelopes shall bear the following additional identification marks: [insert any other requirement]</p>
ITB 24.1	<p>For bid submission purposes only, the Contracting Entity's address is:</p> <p>Attention: [insert: name of the person in charge of receiving the Bids].</p> <p>Street Address: [insert]</p> <p>Building and Floor/Room number: [insert]</p> <p>City: [insert]</p> <p>ZIP Code: [insert]</p> <p>Country: [insert]</p> <p>Telephone No: [insert]</p> <p>The deadline for the submission of bids is:</p> <p>[insert: date and time].</p> <p><u>[The bid submission date is generally within 10 to 60 days from the date of</u></p>



Republic of Iraq

	<u>the last procurement notice, depending on the importance of Tender and the estimation of the Contracting Entity}</u>
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Invitation No.: []
Contracting Entity: []

ITB 27.1	<p>The bid opening shall take place at:</p> <p>Time, date, and place for bid opening are: <i>[insert: time, date, and place]</i>.</p> <p><u>{Note: The date for the bid opening shall be the same as specified for the bid submission deadline, and the time shall be shortly thereafter, to minimize possible complaints regarding insecure storage. In exceptional circumstances and where the Bid Opening cannot be held at the same time of the Bid Submission date and upon the approval of the Contracting entity, the Bid Submission date may be set in the morning of the next working day in compliance with the applicable Iraqi laws}</u></p>
Fifth- Bids Analysis and Comparison	
ITB 34.1	<p><u>{When necessary: The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is the Iraqi Dinar.</u></p> <p>The source of exchange rate shall be: [Insert: name of the source of exchange rates (e.g., the Central Bank of IRAQ).]</p> <p>The date for the exchange rate shall be: insert: day, month and year of the deadline for submission of the Bids,. In case that no exchange rates are available on this date from the source indicated above, the latest available exchange rates from the same source prior to this date will be used.}]</p>

ITB 35.1	Margin of Preference [insert: “shall”, or "shall not"] be a bid evaluation factor.
ITB 36.2 and 36.3 (d)	<p>The applicable quality and cost factors for evaluation shall be [bid evaluation of tenders for straightforward reproduction of textbooks and reading materials, “price” is the only bid evaluation criterion. If the tender includes graphic enhancements, re-write or development of new textbooks along with reproduction in commercial quantities then bid evaluation criteria are usually based on 60% weight for “price” and 40% for “technical quality” This will be in as per the Evaluation and Qualification Criteria – Section three .]</p> <p>The following quantification methods will be applied [insert methods]</p>
ITB 36.6	The analysis methodology[insert “shall” or “shall not”] be applied to determine the lowest-evaluated combination of lots.
F. Award of Contract	
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: [20%]</p> <p>The maximum percentage by which quantities may be decreased is: [20%]</p> <p>{Note: the financial allocation allows increases, taking into consideration the legislations in determining this percentage}</p>
ITB 44.1	<p>The Contract shall be written in [insert a language (Arabic, Kurdish, or English)]</p> <p>The Contract shall be duly certified.</p>

Section three. Evaluation and Qualification Criteria

Table of Contents

- 1- Analysis of Quality and Cost
- 2- Analysis of Multiple Lots
- 3- Post-Qualification

"The factors include but are not limited to the following, and some factors may be added or deleted as needed"

1. Analysis of Quality and Cost

1.1 Without prejudice to the provisions of ITB Clause 36, the Contracting Entity's analysis of manuscripts will take into account both quality and cost factors as indicated in (a) and (b) below.

whoever prepares the quality and cost factors, shall preview the following:

- When Manuscript, Publishing and Manufacturing are contracted under a single contract, the evaluation of quality factors shall only apply to manuscripts.
- Bulk purchase of Books and Educational Materials without alteration (off-the-shelf) shall be contracted from the book consolidator wholesaler that offers the greatest discount on the catalogue prices of the books on the Contracting Entity's list.
- Services for Manuscript and Publishing, or Publishing services alone may be hired as consulting services using the Standard Request for Proposals. The evaluation criteria below may be used to evaluate the manuscript part of the proposal only.
- When Publishing and Manufacturing are contracted under a single contract, or Manufacturing is contracted separately, award shall be made to the lowest evaluated price. There is no need to evaluate quality.
- Supply of production inputs and distribution services shall be selected on the basis of the lowest evaluated price. There will be no need to evaluate quality.

(a) Quality Analysis Factors

The factors of Bid Quality Analysis shall be determined according to its nature. The following factors are, for example without limitation, and some factors may be added or deleted according to the need of the administration itself:

1. Conformity to the Curriculum
2. Content
3. Level of Language
4. Pedagogical Method
5. Teacher Support
6. Presentation and Design



7. Illustrations

(b) Cost Analysis Factors

- 1- Deviations in the delivery curriculum offered in the bid with respect to that specified in the Tender Documents; and
- 2- Deviations in payment schedule from that specified in the Special Conditions of Contract;

1.2 Quality factors retained in 1.1 (a) above shall be analyzed as follows:

Criteria/Factor	Points
<p>Conformity to the Curriculum</p> <p>Conformity of the material to the requirements of the current curriculum</p>	5-10
<p>Content</p> <p>Accuracy and appropriateness of the factual content of the manuscript</p>	10-40
<p>Level of language</p> <p>Accessibility of the level of language to the pupils of the Grade for which the text is intended and does it also help to improve pupil's understanding and use of language</p>	5-10
<p>Pedagogical Method</p> <p>Appropriateness of the pedagogical method to classroom circumstances and pupil needs and the usefulness of the exercises, tasks and analysis and testing materials equally useful</p>	10-40
<p>Teacher Support (Teacher's Guide)</p> <p>Appropriateness of the Teacher's Guide in providing a good guide to the curriculum; helping with lesson planning; give notes on each individual lesson; help with devising project work, homework, testing and evaluations</p>	5-10
<p>Presentation and design</p> <p>Quality of the following aspects in relation to the pedagogic needs of the text and the motivation of the pupils</p> <p style="padding-left: 40px;">Page layout</p> <p style="padding-left: 40px;">Size and style of type used</p>	5-10

General 'readability'	
Spacing, margins, 'signposting,' clarity of impression	

Illustrations	5-10
Quality of the illustrations and their relevance to the content and pedagogical intent of the text	
Standard of illustrations	
Accuracy of illustrations	
Style of illustrations	
Relationship between text and illustrations	
Total Maximum Points	100

1.3 Cost factors retained in 1.1 (b) above shall be analyzed as follows:

(a) Delivery curriculum.

1. The textbooks and reading materials covered under this Tender are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an amendment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

2. The Contracting Entity requires that the textbooks and reading materials under the Tender shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the textbooks at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery

“amendment” will be calculated for other bids by applying a percentage, specified in the Bid Data Sheet, of the EXW/CIF/CIP prices.

Or

3. The textbooks and reading materials covered under this Tender are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements.

(b) schedule of payments

1. Bidders shall state their bid price for the payment schedule (Payment Terms) outlined in the SCC. Bids will be analyzed on the basis of this base price.

Or

2- The SCC stipulate the payment schedule (Payment Terms) offered by the Contracting Entity. If a bid deviates from the schedule and if such deviation is considered acceptable to the Contracting Entity, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the BDS.

1.4 Bid Analysis Score

The bid analysis score (Bi) will be calculated for each responsive bid using the following formula, which permits a comprehensive combined assessment of the Bid Price and the quality (technical merits) of each bid.

$$B_i \equiv \frac{C_{lowest}}{C_i} X + T_i(1 - X)$$

Where

C_i = Bid Analysis Price

C_{lowest} = the lowest of all Evaluated Bid Prices

T_i = the total Technical Points awarded to the bid

X = weight for the Price [insert a number between 0.15 and 0.35] or according to what is appropriate.

A bid that receives the highest mark of analysis (B) from among the responding bids will consider the bid with the lowest analysis as a cost and legal qualification to award the contract to it, provided that the bidder has been found qualified to implement the contract with prequalification or in accordance with ITB Clause 38 (Post-qualification).

Technical/Quality Analysis

The Textbook Evaluation Board will receive all Bids that are deemed responsive and assign them to the appropriate Subject Specialists Panel. The members of the Panel will evaluate each book in a Bid in terms of pedagogic quality, presentation and illustration using Factors 1 to 8 listed below. The table shows a range of points that may be allocated to each criterion on a scale from 1 to 100.

It is important to note that not all these criteria and weightings may be appropriate for all textbooks and Textbooks and Learning Materials. They shall be considered as indicative and shall be adapted as required.

Sample Rating Scale. The grades indicated in the table below are typical percentage ratings for each criterion/factor.

Typical Ratings for each Quality Grade	
Quality Grade	Ratings
Deficient (D)	40%
Satisfactory (S)	65%
Good (G)	85%
Very Good (VG)	100%

The Point System; the table below is a sample intended to illustrate the calculation of the final score.

Criteria/Factor (i from 1 to n)	Maximum Points (Mi)	Rating (D, S, G, VG) from 40% - 100% (Ri)	Technical Score (Mi × Ri)
N=1			

N=2			
N=3			
N=4			
N=5			
N=6			
N=7			
N=8			
	Σ M _i =100 points		$T \equiv \sum_{i=1}^N MixR_i$

Whereas,

- N = the number of categories
- M_i = Maximum points of each category
- R_i = Rating for each category

In order to successfully pass the Quality Analysis stage, and therefore be considered technically responsive, each title in a Bid must score a minimum of 65 points.

Note:

Each title that has successfully passed the Quality Analysis stage will be analyzed on the basis of a combined assessment of quality and price. If there is to be a Single Book Option (SBO) the title with the highest analyzed Bid Score will be considered as suitable for the award of a Contract by the Contracting Entity subject to the General and Specific Conditions of Contract. In the case of a Multiple Book Option (MBO) those titles from the highest analyzed score downwards will be considered as suitable until the required number of titles for the MBO is reached.

2. Analysis of Multiple Lots

Since in accordance with ITB Sub-Clause 36.6 the Contracting Entity allowed to award one or multiple lots to more than one Bidder, the following methodology shall be used for award of multiple contracts.

To determine the committee with the lowest- cost analysis, the analysis committee is to :

A- Evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.9.

B- Take into account:

- 1- The lowest-evaluated bid for each lot that meets the requirement of Evaluation Criteria (EC);
- 2- The price reduction per lot and the methodology for their application as offered by the Bidder in its bid;
and
- 3- The contract-award sequence that provides the most optimum economic combination taking into account any limitations due to constraints in supply or execution capacity determined in accordance with the post-qualification criteria, as set in EC Clause 4. Post Qualification

3- Post-Qualification Criteria

After determining the lowest-analyzed bid in accordance with ITB Sub-Clause 37.1, the Contracting Entity shall carry out the post qualification of the Bidder in accordance with ITB Clause 38, using only the factors, methods and criteria specified herein, as shown in the following table. Factors not included in this Section shall not be used in the evaluation of the Bidder's qualification.

All the post qualification criteria shall be accompanied by documented evidence upon.

Presentation to the Contracting Entity for evaluation and post qualification.

Post qualification Matrix			
	Consolidators	Publishing	Manufacturing
General Experience	Minimum of three years in operation	Minimum of three years in operation.	Minimum of three years in operation.
Specific Experience	Successfully completed minimum of two contracts similar in size and scope.	<p>Minimum of three years in operation.</p> <p>Successfully completed minimum of two similar contracts including development of educational or informational materials and target languages.</p> <p>Contract skills in the following areas: project management, author commissioning, and publishing, specifically the following (depending on the exact nature of the contracts, not all of these may be required):</p> <ul style="list-style-type: none"> -Authorship identification, development, and management -Text and art editing -Page design and layout -Text setting and artwork origination -Commissioning illustrations -Financial management -Contracting of materials for manufacturing of textbooks -Publishing management -Distribution management -Marketing 	Successfully completed a minimum of two contracts similar in size and scope.
Financial Information	<p>Audited financial accounts for at least two complete fiscal years</p> <p>Cash flow availability for Iraqi Dinars_ _million.</p>	Audited financial accounts for at least two complete fiscal years that demonstrate the soundness of its financial position and that it has the financial resources to perform the proposed contract. Cash flow availability for Iraqi Dinars_ _million.	Audited financial accounts for at least two complete fiscal years, demonstrating the soundness of its financial position and that it has the financial resources to perform the proposed contract. Cash flow availability for Iraqi Dinarsmillion.
Production Capacity	The annual production required shall be at least 2.5 times the value of the contract during the last three years.	The annual production required shall be at least 2.5 times the value of the contract during the last three years.	The annual production required shall be at least 2.5 times the value of the contract during the last three years.

			Shall be equipped with, as well as the appropriate skills for operation: -Camera -Platemaking -Sheet-fed or web-fed offset printing machinery capable of printing in one color or multiple colors, depending on the contract requirements -Finishing and binding -Packing -Delivery -Warehousing and distribution
--	--	--	--

Section four. Bid Documents

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"The following factors are for example without limitation and some forms may be added or omitted as the case may require.

Bidder Information Form

Date: -----

Tende Ref. No.:-----

Page-----of-----

1- Bidder's Legal Name:-----
2- In case of JV, legal name of each member/partner:-----
3 -The country in which the bidder is registered or intends to be registered:-----
4. Bidder's Year of Registration:-----
5. Bidder's Legal Address in Country of Registration:-----
6. Bidder's Authorized Legal Representative Information Name:----- Address:----- Telephone/Fax numbers:----- Email Address:-----
7. Attached are copies of original documents of:-----
▪ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
▪ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.
▪ In case of government owned entity from the Contracting Entity's country, documents Proving legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.4.

JV Partners/Members Information Form

Date:-----

Tender Ref. No.:-----

Page -----of-----

1. Bidder's Legal Name:-----
2. Legal Name of the JV's member/partner:-----
3. The country in which the JV's member/partner is registered or intends to be registered:-----
4. JV member/partner's Year of Registration:-----
5. JV member/partner's Legal Address in Country of Registration:-----
6. JV member/partner's Authorized Representative Information Name:----- Address:----- Telephone/Fax numbers:----- Email Address:-----
7. Attached are copies of original documents of: <ul style="list-style-type: none">▪ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.▪ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT Sub-Clause 4.1.▪ In case of government owned entity from the Contracting Entity's country, documents Proving legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.4.

Bid Submission Form

Date: -----

Tender Ref. No.: -----

To: -----

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Documents, including Addenda No.: -----
- (b) We offer to supply in conformity with the Tender Documents and in accordance with the delivery curriculum specified in the Schedule of Requirements the following Textbooks, Reading Materials :--
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:-----
- (d) The discounts offered and the methodology for their application are:-----
- (e) Our bid shall be valid for the period of time in accordance with ITB Sub-Clause 20.1, from the date fixed for bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a Good Performance Guarantee in accordance with ITB Clause 45 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB Sub-Clause 4.2;
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;

- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible under the laws or official regulations in Iraq, our activities have not been suspended or blacklisted by the Ministry of Planning, in accordance with ITB Sub-Clause 4.6;
- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest analyzed bid or any other bid that you may receive.
- (i) We confirm that our website address is -----, and our mail address is: -----, and that Mr./Ms. ----- of Job Title: ----- and email address:----- will be following up all matters relevant to any Clarifications.

Yours truly,

Signed (in full and in initials)-----

Job title -----

Name-----

Duly authorized to sign the bid for and on behalf of -----

Dated on -----

day of -----

Price Schedule for Textbooks & Reading Materials provided from outside Iraq

Invitation No.: [Redacted]
Contracting Entity: [Redacted]

Date: _____

(Group C bids)

Tender Ref. No.: _____

Currencies in accordance with ITB Sub-Clause 14.6(b)

Page No. ___ of ___

1	2	3	4	5	6	7	8	9	10
Item N°	Description of Good	Country of origin	Quantity And physical unit	Unit price figures and in words CIF: or CIP: ...in accordance with ITB 14.6(b)(i)	Unit price figures and in words FOB: or FCA in accordance with ITB 14.6(b)(ii)	Unit price figures and in words CFR:./Or CPT: in accordance with ITB 14.6(b)(iii)	Total CIF or CIP price figures and in words per item (col. 4×5)	Price figures and in words per item for inland transportation and other services required in the Contracting Entity's country to convey the textbooks to their final destination (if required in Data Sheet-ITB14.6(b)(iv))	Total price per item figures and in words (col. 8+9))
Total Bid Price (total of Col.10) In figures and words									

Name of Bidder _____ Signature of Bidder _____ Date _____

Price Schedule for Textbooks & Reading materials provided from inside Iraq, already imported

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Textbooks	Country of origin	Delivery Date as defined by INCOTERMS	Quantity and physical unit	unit price in figures and in words including Custom Duties ¹ and Import Taxes paid and payable, in accordance with ITB 14.6(c)(i)	Custom Duties ¹ and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii), [to be supported by documents	Unit Price in figures and in words (net of custom Duties ¹ and import taxes), in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Line item price in figures and in words net of custom Duties ¹ and import taxes, in accordance with ITB 14.6 (c) (iii) (9=8x5)	Price for inland transportation and other services required in the Contracting Entity's country to convey the textbooks to their final destination ITB14.6(c)(v))	Total Price per item in figures and in words (col. 9+10)	Sales and other taxes payable per item if Contract is awarded
Total Bid Price (Total of Col.11)											
<i>In figures and words</i>											

Name of Bidder _____ Signature of Bidder _____ Date _____

Price Schedule for Textbooks and reading materials provided from inside Iraq

Date: _____

(Group A and B bids)

Tender No: _____

Currencies in accordance with ITB Sub-Clause 14.6(a)

Page N° ____ of ____

1	2	3	4	5	6	7	8	9	10
Item N°	Description of Textbooks	Country of origin	Quantity and physical unit	Unit price in EXW in figures and in words	Total EXW price in figures and in words per item (col. 4×5)	Price per item for inland transportation and other services required in the Contracting Entity's country to convey the textbooks to their final destination (if required in Data Sheet- ITB14.6(a)(iii))	Cost of local labor, raw material and components from within Iraq % of col. 6	Total price of item in figures and in words (col. 6+7)	Sales and other taxes payable per item if Contract is awarded (in accordance with ITB 14.6(a)(ii))
Total Bid Price (Total of col.9) in figures and words									

Name of Bidder _____ Signature of Bidder _____ Date _____

Delivery Completion Schedule for Related Services

Date: _____

Tender No.: _____

Currencies in accordance with ITB Clause 14.6(c)

Page N° ____ of ____

1	2	3	4	5
Item	Description of Services (excludes inland transportation and other services required in the Contracting Entity's country to convey the textbooks to their final destination)	Country of origin	Delivery Date	Completion Date

Name of Bidder _____ Signature of Bidder _____ Date _____

Price Schedule for Development and First Printing of New Textbooks & Reprinting*

The total cost of the development and first printing of a new title is $A + B + (C \times S)$

The broken down costs of development and printing of a new title are required for both Single Book Option (SBO) and Multiple Book Option (MBO). In the case of SBO, the cost elements will be used to calculate the unit price of a reprint. In the case of a MBO, the cost elements will be used to: (i) analyze the bids, (ii) calculate the unit price of the definitive print quantity (the contract value) and (iii) calculate the unit price of a reprint.

A	B	C	S	Unit price of a first print run in figures and in words	Unit Price of a Reprint* in figures and in words
First fixed cost in figures and in words Expenditures incurred in arriving at the point where a title is in final film, camera-ready copy or electronic media form	Second fixed cost in figures and in words Cost of platemaking and making ready printing and binding machinery prior to the production of the first finished copy in a production run	Variable cost in figures and in words Cost for producing a single copy once B is completed (including shipment to the final destination)	The number of copies in the first print run	$A + B + (C \times S)$	$B + (C \times S_1)$ (S_1 = number of copies in reprint run)

* Reprint formula will only be applicable when the contract scope includes a provision for reprint

Name of Bidder _____ Signature of Bidder _____ Date _____

Bid Guarantee Form (letter of guarantee /Banking Guarantee)

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ under Tender No. _____ ("the Tender")

Furthermore, we understand that, according to your conditions, bids shall be supported by a bid guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____, (_____) 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:

- (a) Has withdrawn its Bid during the bid validity term specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Contracting Entity during the bid validity term, (i) does not accept the correction of errors (ii) fails to Sign the Contract; or (iii) fails or refuses to Furnish a Good Performance Guarantee in accordance with Instructions to Bidders (ITB).
- (c) has filed a complaint or appeal as per ITB clause 43 and is found by the Administrative Court to have unjustifiably delayed the contract signing process causing damages.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the Good Performance Guarantee issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (1) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (2) twenty-eight days after the expiration of the Bidder's Bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees issued in accordance with the Iraqi law.

[signature(s)]

Copyright Authorization

[See Clause 4.5 of the Instructions to Bidders]

To: [name of the Contracting Entity]

WHEREAS _____ who is the copyright owner of the **following** textbook(s):
_____ having office at
_____ do hereby **authorize** _____ to submit a bid, and subsequently negotiate and sign the **Contract** with you against Tender No. _____ For the above textbooks and reading materials copyrighted by us.

We shall indemnify and hold harmless the Contracting **Entity** and its employees and officers against all third party claims for infringement of copyright arising from the use of the above textbook(s) or any part thereof in Iraq.

(signature for and on behalf of Copyright Owner)

Note: This letter of authority shall be on the letterhead of the Copyright Owner and shall be signed by a person competent and having the power of attorney to bind the Copyright Owner. It shall be included by the Bidder in its bid.

Section five. Eligible Countries

Regarding the eligibility for the provision of Goods, Works and Services in Public Contracts financed by the purchaser, the following shall be adopted:

1. The Contracting Entity permits firms and individuals from all countries to offer goods, works and services for projects financed by the Government of Iraq. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

(a) the law or official regulation in force prohibit the Bidder's country from Proving commercial relations with the purchaser's country, provided that the purchaser is satisfied that such prohibition will not prevent the fruitful competition for the supply of Goods or the execution of works.

(b) by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Contracting Entity's Country prohibits any import of goods, or execution of works or provide services, from that Country or any payments to persons or entities in that Country.

2. For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph: 1-a

(b) With reference to paragraph: 1-b

PART 2

Contracting Requirements

Section six. Schedule of Requirements

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"The following regulations are for example without limitation and some regulations may be added or omitted as the case may require."

List of Textbooks and Delivery curriculum

The Bidder shall quote prices and Contract Delivery Dates for all items and lots as specified in this Form 1 List of Textbooks and Delivery curriculum.

1	2	3	4	5	6	
Item	Description of Good	Quantity	Physical Unit	Final (Project Site) Destination as specified in Data Sheet	INCOTERMS Specified and Named Place or Port of Destination	
					Textbooks from outside Iraq	Textbooks from inside Iraq

Delivery Curriculum

The delivery curriculum expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (1) at EXW premises, or (2) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms; or (3) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the date of delivery hereafter specified, the Contracting Entity has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place of destination.¹

Item number	Brief description	Quantity	Delivery date (shipment) in weeks/months from _____ ²

- 1) The delivery may be specified for a single shipment, or for several partial shipments, for a specific date, or range of acceptable delivery periods.
- 2) The Contracting Entity must specify here the date from which the delivery curriculum will start. That date shall be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

List of Related Services and Completion Curriculum

The Bidder shall quote prices and Contract Completion Dates for all items and lots as specified in this Form 2 List of Related Services and Completion Curriculum. .

	2	3	4	5		6
Item	Description of Service	Quantity	Physical Unit	Site or Place where Services shall be performed		Required Completion Date for Services

Technical Specifications

The Textbooks, Reading Materials & Related Services shall comply with following Technical Specifications and Standards

Item No	Name of Good or Related Service	Technical Specification and Standards

PART 3

CONTRACT

Republic of Iraq

Standard Tender Document

For the Procurement of Textbooks, Reading Materials, and Related Services

Project Name / Reference: _____

Between

The Purchaser [the Contracting Entity]

And

[the Bidder]

Date: [insert date]

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Section seven. General Conditions of Contract

1- Definitions

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

- (a) “Applicable Law” means the laws and regulations of the Republic of IRAQ.
- (b) “Contract” means the Contract Agreement entered into between the purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Agreement, under the terms and conditions of the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “Textbooks” means all of the textbooks and reading materials, teacher’s material, other production inputs such as paper, manuscript, publishing and manufacturing; as well as other related services such as distribution, binding and packing that the Supplier is required to supply to the Contracting Entity under the Contract.
- (h) “Purchaser” means the entity purchasing the Textbooks, Reading Materails & Related Services, as specified in the SCC.
- (i) “Related Services” means the services incidental to the supply of the textbooks, such as insurance, training and other similar obligations of the Supplier under the Contract.

- (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Textbooks to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (k) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Contracting Entity and is named as such in the Agreement.
- (l) “The Site,” where applicable, means the place named in the SCC.
- (m) "Incoterms" means the International Rules for the Interpretation of Commercial Provisions of the World Chamber of Commerce (latest version) 38 Cours Albert 1er, 75008 Paris, France;
- (n) “Validity Date” means the date on which the Contract becomes effective in all its terms, from which the execution / completion period commences.
- (o) “Execution / Completion Period” means the period during which the contractual requirements will be fully executed in accordance with the relevant contract provisions.

2- Contract Documents

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

3- Practices of Corruption and unlawful acts

3.1 It is the Buyer’s policy to require bidders, suppliers, contractors, and their staff under the purchaser’s financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy :

- (a) The purchaser defines Fraud and Illegal Actions as per the relevant Applicable Law. For the purpose of this provision, the purchaser will be further guided by the definition of the terms as set forth below:

- 1-“Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - 2-“Fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - 3-“Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - 4-“Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; and
 - 5-“Obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators, or acting intentionally, in order to materially impede the purchaser’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice as per the Applicable Law; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;
- (b) The purchaser will reject any bid for award if it determines as per the Applicable Law that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question in accordance with the Applicable Iraqi Law; and
- (c) The purchaser will sanction a party or its successor in accordance with the Applicable Iraqi Law, including declaring ineligible, either indefinitely or for a stated period of time, to participate in purchaser’s financed activities if at any time it is determined by the competent Iraqi authorities that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive, or obstructive practices in competing for, or in executing, a purchaser’s financed contract; and

(d) The purchaser will have the right to require that a provision be included in Tender Documents and in contracts financed by the purchaser, requiring bidders, suppliers, contractors and consultants to permit the competent authorities to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the competent authorities in accordance with the Applicable Iraqi Laws.

4- Interpretation

4.1 INCOTERMS

- (a) 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 INCOTERMS, unless otherwise indicated in the SCC;
- (a) The terms EXW, FOB, FCA, CIF, CIP, and other similar terms, when used, shall be governed by the rules prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce at the date of the Invitation for Bidding or as specified in the SCC.

4.2 Entire Agreement

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

4.3 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, in accordance with the Applicable Law.

4.4 Non Assignment

- (a) Subject to GCC Sub-Clause 4.4(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 Assignment by either party of any breach of Contract operate as Assignment of any subsequent or continuing breach of Contract.
- (b) Any Assignment of a party's rights, powers, or remedies under the Contract shall be in writing, dated, and signed by an authorized representative of the party granting such Assignment, and must specify the right and the extent to which it is being waived.

4.5 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

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the purchaser, 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.

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 purchaser 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 Entity.

7- Prequalification

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.1 All Textbooks, reading materials & 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 textbooks and reading materials have been developed, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported 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. The term “in writing” means communicated in written form with proof of receipt, communicated or delivered by hand or by courier, or by cable (including telex, facsimile, and electronic email), as indicated in the SCC.

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

9- Governing Law of the contract

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Republic of IRAQ and as indicated in the SCC.

10- Settlement of Disputes

10.1 Amicable Resolution:

The purchaser 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.

10.1 Arbitration:

If, after thirty (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Contracting Entity or the Supplier may give notice to the other party of its intention to resolve dispute arbitration (as an alternative dispute resolution), 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. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. 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.

10.1 Notwithstanding any reference to dispute resolution herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Buyer shall pay the Supplier any monies due the Supplier as per the Applicable Law.

11- Scope of Contracting

11.1 The Textbooks, Reading Materials & Related Services to be supplied shall be as specified in the Schedule of Requirements – **Section six** and as indicated in the SCC.

12- Delivery and Documents

12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Textbooks and Reading Materials 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 Schedule of Requirements and the SCC.

13- Supplier's Responsibilities

13.1 The Supplier shall supply all the Textbooks, Reading Materials & Related Services included in the Scope of Contracting in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14- Contract Price

14.1 Prices charged by the Supplier for the Textbooks and Reading Materials delivered and the Related Services performed under the Contract shall not amend from the prices quoted by the Supplier in its bid, with the exception of any price amendments authorized in the SCC.

15- Payment Terms

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

15.2 The Supplier's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the Textbooks and Reading Materials delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Buyer and within no more than the period specified in the SCC, after submission of an invoice or request for payment by the Supplier, and after the Buyer has accepted it.

15.4 The currency in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.

15.5 In case the Buyer fails to pay the Supplier any payment by its due date or within the period set forth in SCC 15.3, the Contracting Entity and the Supplier shall seek jointly the resolution of this matter in an acceptable manner and as indicated in the SCC.

16- Taxes and Fees

16.1 For textbooks and reading materials, supplied from outside Iraq, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Iraq in accordance with the applicable laws.

16.2 The supplier bears full responsibility for all taxes, fees, licenses fees, etc. ... that are required within Iraq and are required to be paid for textbooks and reading materials that must be submitted from inside Iraq for the purpose of handing the textbooks and reading materials contracted to the Purchaser and according to the legislation in force.

16.3 In case the the supplier can take advantage of any tax exemptions, reductions, dues, or concessions in Iraq, the Purchaser must make the best efforts to assist the supplier in benefiting from any similar tax exemptions or reductions to the maximum extent possible. Information about related fees and taxes will be specified in the SCC.

17- Good Performance Guarantee

17.1 The supplier shall provide a guarantee of good performance of the contract in the price and currency specified in the special conditions of the contract, within fourteen (14) days - or twenty-nine (29) days, including the warning period, otherwise the provider shall bear the legal effects stipulated in the instructions for implementing the applicable government contracts.

17.2 The Good Performance Guarantee shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the purchaser and for which the Central Bank of Iraq quotes the rate of exchange to the Iraqi Dinar.

17.3 The Good Performance Guarantee shall be discharged by the purchaser and returned to the Supplier no later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any Defects Guarantee obligations, unless specified otherwise in the SCC.

18- Copyrights

18.1 The copyrights in all drawings, documents, and other materials containing data and information furnished to the purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished

to the Contracting Entity 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 unless otherwise specified in the SCC.

19- Confidential Information

19.1 Each of the purchaser and the Supplier shall keep confidential and shall not, without the prior 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 Entity 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 GCC Clause 19.

19.2 The purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the purchaser for any purpose other than the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- a) If the purchaser or Supplier need to share with other entity participating in the financing of the Contract;
- b) If this information becomes public for a reason that is outside the control of either party.
- c) If the party concerned is able to prove that it possesses the information at the time it receives it and that it acquired it by other means that have no direct or indirect relationship with the other party; or
- d) If it is legally acquired by one of the parties from a third party, it is not bound by a confidentiality undertaking.

19.4 The provisions of GCC Clause 19 shall remain binding on the parties even after the completion or termination of the Contract or the withdrawal of work for any reason whatsoever.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20- Subcontracting

20.1 The Supplier shall notify the purchaser in writing, and seek the written pre-approval, of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Public Companies shall not subcontract without the written pre-approval of the purchaser. In addition, Public Companies shall not subcontract in full their awarded public contract.

20.3 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

21- Specifications and Standards

21.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Textbooks, Reading Materials & Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section six, 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 to the textbooks and Reading Materials' country of origin.

(b) 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 Entity, by giving a notice of such disclaimer to the Contracting Entity; this disclaimer will only be valid if the purchaser issues a written notice for the approval of such disclaimer, in accordance with the Applicable Law.

(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 purchaser and shall be treated in accordance with GCC Clause 32.

22- Packing and Documents

22.1 The Supplier shall provide such packing of the Textbooks and Reading Materials as is 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 textbooks and reading materials' final destination and the absence of heavy handling facilities at all points in transit.

22.2 The packing, marking, and documentation within and outside the packages of boxes, textbooks and reading materials shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Contracting Entity.

23- Insurance

23.1 Unless otherwise specified in the SCC, the Textbooks and reading materials 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, in accordance with the applicable INCOTERMS or in the manner specified in the SCC.

23.2 If the Supplier fails to insure the Contract as specified in the SCC, the Contracting Entity shall have the right to insure the Contract and deduct the value of the insurance from the Supplier's dues.

24- Transportation

24.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Textbooks shall be in accordance with the INCOTERMS specified in the Schedule of Requirements.

25- Examinations and Tests

25.1 The Supplier shall at its own expense and at no cost to the Contracting Entity carry out all such tests and/or inspections of the Textbooks, reading materials & Related Services as are specified in the Schedule of Requirements.

25.2 The Examinations and Tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Textbooks' final destination, or in another place in the Contracting Entity's country as specified in the SCC. Subject to GCC Sub-Clause 25.3, 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 Entity.

25.3 The Contracting Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Contracting Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses, as long as such expenses and fees are not explicitly assigned to the Supplier in the Contract.

25.4 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 Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Contracting Entity or its designated representative to attend the test and/or inspection.

25.5 Additional Examinations

The Contracting Entity 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 Textbooks and reading materials comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be considered as per the Applicable Law. Similarly, if such test and/or inspection impede 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 the other obligations so affected.

25.6 The Supplier shall provide the Purchase with a report of the results of any such test and/or inspection. If Additional Examinations and inspections fail to comply with the technical specifications and standards specified in the Contract, the Supplier shall bear the cost of the tests or inspections.

25.7 The purchaser may reject any Textbooks and reading materials 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 Textbooks or parts thereof or make alterations necessary to meet the specifications at no cost to the Contracting Entity, and shall repeat the test and/or inspection, at no cost to the Contracting Entity, upon giving a notice pursuant to GCC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Textbooks or any part thereof, nor the attendance by the Contracting Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause

26- Arrearers Fines

26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Textbooks or perform the Related Services within the period specified in the Contract, the Contracting Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as arrearers fines/compensations, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Textbooks and Reading Materials or unperformed Services for each day of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Contracting Entity may terminate the Contract pursuant to GCC Clause 34.

26.2 The Delay Fines/Compensations shall be due for payment after the expiry of the initial Time for Completion and any approved extension thereof.

27- Defects Guarantee

27.1 The Supplier warrants that all the Textbooks and reading materials 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.

27.2 Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Textbooks and reading materials 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.

27.3 Unless otherwise specified in the SCC, the Defects Guarantee shall remain valid for twelve (12) months after the Textbooks, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

27.4 The Contracting Entity 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 Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Textbooks and reading materials or parts thereof, at no cost to the Contracting Entity.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the GCC Sub-Clause 27.5, the Contracting Entity 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 Entity may have against the Supplier under the Contract.

28- Patent Compensation

28.1 The Supplier shall, subject to the Contracting Entity's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Contracting Entity 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 Entity 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:

- (a) The use of the Textbooks and reading materials in Iraq; and
- (b) The sale in any country of the Textbooks and reading materials, Manufactured by the Supplier

Such compensation shall not cover any use of the Textbooks 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 Textbooks or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

28.2 The Contracting Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Contracting Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

28.4 The Contracting Entity 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.

28.5 The Contracting Entity 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 Entity.

29- Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Contracting Entity, 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 Delay Fines/Compensations to the Contracting Entity and

(b) the aggregate liability of the Supplier to the Contracting Entity, 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 Entity with respect to patent infringement

30- Amendment of Laws and Regulations

30.1 Unless otherwise specified in the Contract, if after the date of 28 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 Iraq (in such a manner that it includes a change to the application or interpretation of the Contract by the responsible 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 amendment provisions where applicable, in accordance with GCC Clause 15.

31- Force Majeure

31.1 The Supplier shall not be liable for forfeiture of its Good Performance Guarantee, Delay Fines/Compensations, 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.

31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Contracting Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Contracting Entity in writing of such condition and the cause thereof as soon as possible within (14) fourteen days as of the occurrence date thereof. Unless otherwise directed by the Contracting Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek, in coordination with the Contracting Entity, all reasonable alternative means for performance not prevented by the Force Majeure event.

32- Change Orders, Contract Amendments

32.1 The Contracting Entity may at any time order the Supplier through notice in accordance with GCC Clause 8 and as per the Applicable Law, to make changes within the general scope of the Contract in any one or more of the following:

- (a) Increasing **or** decreasing in quantities
- (b) Drawings, designs, or specifications, where Textbooks and reading materials to be furnished under the Contract are to be specifically manufactured for the Contracting Entity;
- (c) The method of shipment or packing;
- (d) The place of delivery; and
- (e) The Related Services to be provided by the Supplier.

32.2 In case any amendment causes an increase or decrease in the contract amount or an extension of the date required to implement the supplier any of the items under the contract, an equivalent amendment must be made in the delivery / completion platform or to settle the additional cost, or both, and the contract will be modified according to the laws in force. Any claims by the supplier to amend under this Article must be submitted within a period of fifteen (15) days from the date of receipt of the request for change issued by the Purchaser.

32.3 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. The SCC shall indicate whether the scope of the contract includes Reprinting.

32.4 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 parties.

33- Term Extension

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Textbooks and reading materials or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Contracting Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Contracting Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of Delay Fines/Compensations pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34- Withdrawl of work

34.1 The Contracting Entity, without prejudice to any other rights or remedies it may possess, may withdraw work forthwith in the following circumstances by giving a written notice in the following cases:

(a) If the Supplier becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Supplier is a corporation, a resolution is passed or order is made for its winding



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up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Supplier takes or suffers any other analogous action in consequence of debt

- (b) If the Supplier assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 35.
- (c) If the Supplier, in the judgment of the purchaser and in accordance with the Applicable Law has engaged in corrupt, collusive, coercive, or fraudulent practices, as defined in GC Clause 3, in competing for or in executing the Contract.

34. 2 The purchaser, without prejudice to any other rights it may own under the contract, shall notify the Supplier with the nature of the breach or default and ask the Supplier to repair the order. If the Supplier fails to remedy the breach or default or fails to take steps to do so within fifteen (15) days from the date of receiving the purchaser's notice, then it may terminate the Contract sending a notice to the supplier mentioning this Article 2.34 of the General Conditions of the Contract after following the procedures approved to terminate the Contract in accordance with the applicable laws and as specified in the SCC in the following cases:

- (a) has abandoned or repudiated the Contract
- (b) has without valid reason failed to commence work on the Contract promptly or has suspended, other than pursuant to GC Sub-Clause 33.2, the progress of Contract performance for more than twenty-eight (28) days after receiving a written notice from the Contracting Entity to proceed
- (c) refuses or is unable to provide sufficient resources to execute the **Contract requirements stipulated in the progress of Contract performance**

34. 3 Upon receipt of the notice of termination in follow up to GCC Sub-Clauses **34.1** or **34.2**, and as indicated in SCC, the Supplier shall terminate upon such date as specified in the notice of termination and to the following:

- (a) cease all further work, except for such work as the Contracting Entity may specify in the notice of termination for the sole purpose of protecting that part of the Contract already executed
- (b) terminate all subcontracts, except those to be assigned to the Contracting Entity pursuant to paragraph (d) below
- (c) deliver to the Purchaser the parts of the Contract executed by the Supplier up to the date of termination
- (d) to the extent legally possible, assign to the Contracting Entity all right, title and benefit of the Supplier as of the date of termination, and, as may be required by the Contracting Entity, in any subcontracts concluded between the Supplier and its Subcontractors
- (e) Deliver to the Contracting Entity all drawings, documents, and other materials containing data and information prepared by the Supplier or its Subcontractors as of the date of termination in connection with the Contract.

34.4 The purchaser may at any time, expel the Supplier, and follow up the completion of textbooks, reading materials & related services by itself or via commissioning third party.

Upon completion of the Contract or at such earlier date as the Contracting Entity thinks appropriate, the Contracting Entity shall give notice to the Supplier that such Supplier's Equipment, Machinery or offices shall be returned to the Supplier. The Supplier shall thereafter without delay and at its cost remove or arrange removal of the same from the specified location.

34.5 Subject to GCC Sub-Clause 34.6, the Supplier shall be entitled to be paid the Contract Price attributable to the Contract executed as of the date of termination, the value of any unused or partially used equipment. Any sums due the Contracting Entity from the Supplier accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Contract.

34.6 If the purchaser completes the Contract, the cost of completing the Contract by the Contracting Entity shall be determined as stated in the SCC.

If the sum that the Supplier is entitled to be paid, pursuant to GCC Sub-Clause 34.4, plus the reasonable costs incurred by the Contracting Entity in completing the Contract, exceeds the Contract Price, the Supplier shall be liable for such excess.

If such excess is greater than the sums due the Supplier under GCC Sub-Clause 34.4 the Supplier shall pay the balance to the Contracting Entity, and if such excess is less than the sums due the Supplier under GCC Sub-Clause 34.4 the Contracting Entity shall pay the balance to the Supplier.

The Contracting Entity and the Supplier shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

35. Termination by the Supplier

35.1 If

(a) the purchaser has failed to pay the Supplier any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to payment terms as stated in the Contract, or commits a substantial breach of the Contract, the Supplier may give a notice to the purchaser that payment of such sum, requires approval of such invoice or supporting documents, or specifies the breach and requires the Contracting Entity to remedy the same, as the case may be. If the purchaser fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Supplier's notice, or

35.2 If the Contract is terminated under GCC Sub-Clause 35.1, then the Supplier shall immediately

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Contract already executed
- (b) terminate all subcontracts, except those to be assigned to the Contracting Entity pursuant to paragraph (d)
 - (ii)
- (c) repatriate the Supplier's and its Subcontractors' personnel from the Site, and

(d) subject to the payment specified in GCC Sub-Clause 35.4,

- 1- deliver to the purchaser the parts of the Contract executed by the Supplier to the date of termination
- 2- to the extent legally possible, assign to the Contracting Entity all right, title and benefit of the Supplier as of the date of termination, and, as may be required by the Contracting Entity, in any subcontracts concluded between the Supplier and its Subcontractors, and
- 3- Deliver to the Contracting Entity all drawings, documents, and other materials containing data and information prepared by the Supplier or its Subcontractors as of the date of termination in connection with the Contract.

35.3. If the Contract is terminated under GCC Sub-Clauses 35.1, the Contracting Entity shall pay to the Supplier all payments all amounts due for work completed before the Contract termination date, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Supplier arising out of, in connection with or in consequence of such termination.

35.4 Termination by the Supplier pursuant to this GCC Sub-Clause 35 is without prejudice to any other rights or remedies of the Supplier that may be exercised in lieu of or in addition to rights conferred by GCC Sub-Clause 35.

35.5 In this GCC Clause 35, the expression “Contract executed” shall include all work executed, Services provided, and all related activities provided, or subject to a legally binding obligation to purchase, by the Supplier and used or intended to be used for the purpose of the Contract, up to and including the date of termination.

35.6 In this GCC Clause 35, in calculating any monies due from the Contracting Entity to the Supplier, account shall be taken of any sum previously paid by the Contracting Entity to the Supplier under the Contract, including any advance payment paid pursuant to the payment terms as per the Contract.

36- Assignment

36.1 The Supplier shall not assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract, only with the prior written consent of the purchaser and as indicated in the SCC.

	<p>Country: []</p> <p>Telephone: []</p> <p>Facsimile number: []</p> <p>{ if electronic emails is acceptable as indicated herebelow: Electronic mail address: [] }</p> <p>the Supplier's address shall be:</p> <p>Attention:</p> <p>Street Address: []</p> <p>Floor/ Room number: []</p> <p>City: []</p> <p>Country: []</p> <p>Telephone: []</p> <p>Facsimile number: []</p> <p>{ if electronic emails is acceptable as indicated herebelow: Electronic mail address: [] }</p> <p>{Specify if:</p> <p>communication by cable [shall also or shall not] include electronic emails [and specify if to be followed by a signed confirmation letter] }</p>
GCC 9.1	Also to take into consideration the rules of the Applicable Law relevant to Public Contracts and the Instructions and Circulars of the Ministry of Planning (Directorate of General Governmental Contracts).
GCC 10.2	Dispute Settlement through Arbitration is: [insert: applicable or insert: not applicable].

GCC 11.1	The scope of the contract for Textbooks and reading materials & related services: [Specified in the fifth section of the tender document in addition to the following: Enter the required additions to the contracting requirements table]
GCC 14.1	The prices charged for the Textbooks delivered and the related Services performed [shall or shall not] be adjustable as per the procedures set by the Ministry of Planning and Economic Development. If prices are adjustable, the following method shall be used to calculate the price amendment as provided by the Ministry of Planning: [_____]
GCC 15.1	{Note: The following methods of payment are indicative only and can be adjusted by management according to the nature and circumstances of the Project}.
	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 [] [currency of the Contract Price] in the following manner:
	A. Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a Banking Guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the Tender Documents or another form acceptable to the Contracting Entity.
	B. On Shipment: Eighty (80) percent of the Contract Price shall be paid under the irrevocable and infixed letter of credit in favor of the Supplier in a bank in its country (having a correspondent financial institution in Iraq accredited by the Central Bank of IRAQ in accordance with the official publications of the Central

	Bank of IRAQ), upon submission of documents specified in GCC Clause 12.
	C. On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Contracting Entity.
	Payment of local currency portion shall be made in [currency] within thirty (30) days of presentation of claim supported by a certificate from the Contracting Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.
	Payment for Textbooks and Related Services supplied from within Iraq:
	Payment for Textbooks and Related Services shall be made in [currency], as follows:
	A. Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a Banking Guarantee for the equivalent amount and in the form provided in the Tender Documents or another form acceptable to the Contracting Entity.
	B. On Delivery: Eighty (80) percent of the Contract Price shall be paid within thirty (30) days from receipt of the Goods and upon submission of the documents specified in GCC Clause 12.
	C. On Acceptance: The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Contracting Entity.
	The specific rules of the Federal Public Budget Law in Iraq shall apply. All advance payments shall not be approved before the submittal of relevant Securities.
15.3	The payment period is [within sixty (60) days and in as early as possible]
GCC 15.5	Possible means of resolving the issue of delayed payment: [slow down the

	progress of work, extension of time, extending L/C on Contracting Entity cost or]
GCC 16.3	<u>{Note: The following exemptions are based on the relevant applicable Iraqi laws which shall be reviewed before the issuance of the document}.</u>
	The import of textbooks is [exempt, or not exempt] from customs dues in Iraq.
	The collection of Government debts will be applicable as per the Iraqi Law for collecting government debts No.56 of year 1977.
	“The foreign suppliers are [released, or not released] from the Income Taxes, Reconstruction of Iraq Taxes, and all other applicable taxes if the Contract is for Development Projects and listed under Development Program only”.
	[Insert tax description and the official source that issued an exemption].
GCC 17.1	The amount of the Good Performance Guarantee shall be as a percentage of the Contract Price, in an amount of five per cent (5) % of the Contract price. The currency shall be: [insert currency]
GCC 17.4	Discharge of the Good Performance Guarantee shall take place: [insert other conditions]
GCC 18.1	The copyright of the manuscript and artwork resides with: [_____] The Directorate General of Scholastic Curricula under Ministry of Education of Iraq is the department responsible for accrediting scholastic texts and typically is the owner of copyright in these texts.
GCC 22.2	The packing, marking and documentation within and outside the packages shall be: [insert the additional requirements to be carried out]
GCC 23.1	The insurance coverage shall be as specified in the INCOTERMS.

	If not in accordance with INCOTERMS, insurance shall be as follows:
	A. Liability Insurance [Enter Insurance Category] for [Enter Price and Currency]
	B. Liability Insurance [Enter Insurance Category] for [Enter Price and Currency]
	C. Liability Insurance [Enter Insurance Category] for [Enter Price and Currency]
GCC 24.1	Responsibility for transportation of the Textbooks shall be as specified in the INCOTERMS. If not in accordance with INCOTERMS, responsibility for transportations shall be as follows: [specify the procedures]
GCC 25.2	The Examinations and Tests shall be conducted at: [state location]
GCC 26.1	The applicable rate for the liquidated damage per one day of delay shall be: [insert percentage figure] %.
	<u>{The applicable rate shall not exceed one half percent (0.5%) per week; Also The Contracting Entity has the right to reduce the Delay Fines/Compensations as per the completion rate of the acceptable work done in accordance with the adopted work program}.</u>
GCC 26.1	The maximum deduction for Delay Fines/Compensations shall be: [insert percentage figure, not to exceed ten percent (10%) of the Contract Price]
GCC 27.3	The period of validity of the Defects Guarantee shall be: [insert the period of validity of the Defects Guarantee] For purposes of the Defects Guarantee, the place of final destination shall be: [insert the final destination]
GCC 27.5	The period for repair or replacement shall be: [insert the period]
GCC 32.3	The contract [shall or shall not] include Reprinting.
GCC 34.2.	If the sum of the late fines reaches its maximum, i.e.% of the contract amount, the

	<p>buyer can then issue a decision to withdraw the work to the supplier within fifteen (15) days from the date of notifying him of the notice if he does not address the default. The supplier has the right to request the cancellation of the decision to withdraw work within fifteen (15) days from the date of notifying him of the decision to withdraw the work, provided that he makes a new commitment to complete the remaining works according to a proposed work platform attached to the undertaking. The Central Committee for Review and Approval can accept the cancellation of the decision to withdraw work, and the provider can continue its work after submitting an extended good performance guarantee. However, the late fines remain in effect and apply to the supplier for the remainder of the year.</p>
GCC 34.3	<p>If the Cessation is enforced as per the Applicable Law, termination procedures will take effect after 15 days from the Termination notice and the Contracting Entity will seize the Good Performance Guarantees. Accordingly, an Acceleration Committee for Contracts will be formed with the representation of the violating Supplier. If the violating Supplier refuses to participate in this Committee, a relevant court order will be obtained for the Contracting Entity to continue the work on his account while seizing the deliverables and textbooks and forming an inventory of all material, supplies, and machinery belonging to the violating Supplier for the sake of settlement of accounts. Further actions shall be followed against the violating Supplier including Suspension and Blacklisting in accordance with the type of the violation by the Ministry of Planning as per the Applicable Law.</p>
GCC 34.6	<p>If the Contracting Entity, or through employing a third party, completes the work, the rate of the Administrative Fees needed for this completion shall be set at no more than 20% of the actual cost of this work</p>
35	<p>Termination of the Contract by the Supplier</p>
GCC 36.1	<p>Assignment shall not be entitled as per the Applicable Law.</p>

Section nine. Contract Documents

Table of Forms

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"The following forms are for example without limitation and some forms may be added or deleted as needed."

Contract Agreement Form

This contract (hereinafter referred to as “the contract”) was made on [the day, month, year] between [insert the Purchaser’s name] and later named in the contract “Purchaser” on the one hand, and [insert the name of the supplier] and later named in the “equipped contract” " On the other hand,

WHEREAS the purchaser invited bids for certain Textbooks and Related Services, and has accepted a Bid by the Supplier for the supply of those Textbooks and Related Services in the sum of _____ (hereinafter “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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Contracting Entity’s Notification to the Supplier of award of Contract;
 - (b) The Bid Submission Form and Price tables submitted by the Supplier;
 - (c) The Special Conditions of Contract;
 - (e) The General Conditions of Contract;
 - (f) The Schedule of Requirements and

This Contract shall prevail over all other Contract documents. In the event of any conflict or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Contracting Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Contracting Entity to provide the Textbooks and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Contracting Entity hereby covenants to pay the Supplier in consideration of the provision of the Textbooks and Related Services and the remedying of defects therein, the Contract Price or such other sum as



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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 of the Republic of IRAQ on the date indicated above;

First Party,

For the purchaser:

Name:

Signature:

Second Party,

For the bidder:

Name:

Signature:

Good Performance Guarantee

Beneficiary: [insert the purchaser's name and address]

Date: [insert date]

PERFORMANCE GUARANTEE No.:

We have been informed that _____ (hereinafter called "the Supplier") has entered into Contract No. _____ dated _____ with you, for the supply of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ () upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The price of this guarantee will be reduced or expired in accordance with the GCC Clause 13.3.

This guarantee shall expire no later than the ____ day of _____, 2____, and any demand for payment under it shall be received by us at this office on or before that date.

This guarantee is subject to the Standard Iraqi Laws for request of guarantees

On behalf of the bank:

[signature(s)]

Designation: [insert a designation or any other definition]

Bank stamp

Advance Payment Guarantee

Beneficiary: [insert the Contracting Entity's name and address]

Date: [insert date]

ADVANCE PAYMENT GUARANTEE No.:

We have been informed that _____ [insert the name of the supplier] (hereinafter called "the Supplier") has entered into Contract No. _____ dated _____ with you, for the supply of [insert a brief description of textbooks and related services] _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert the amount in figures] (_____) [insert the amount in words] is to be made against an advance payment guarantee.

At the request of the Supplier, we [insert the name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert the amount in figures] (_____) [insert the amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the goods.

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 number _____ at [insert the name and address of the bank].

This guarantee shall expire, at the latest, upon our receipt of copy (ies) of _____¹, or on the ___ day of _____, ____,² whichever is earlier. Consequently, any demand for payment under this guarantee shall be received by us at this office on or before that date.

This guarantee is subject to the Iraqi Uniform Rules for Demand of Guarantees.

For the bank

Signature:

¹ Insert documents Proving "delivery" of the goods in accordance with the particular Incoterm selected.

² Insert the delivery date stipulated in the original delivery curriculum. The Contracting Entity should note that in the event of an extension of the time to perform the Contract, the purchaser would need to request an extension of this guarantee from the Guarantor. Such request shall be in writing and shall be made prior to the expiration date established in the guarantee. In preparing this guarantee, the purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."



 of Iraq

At the title of: [insert a title or any other definition]

Bank stamp

Invitation No.: []
Contracting Entity: []