



# **Kurdistan Regional Government Erbil International Airport**

---

## **GENERAL TERMS AND CONDITIONS**

**FOR**

**REQUESTS AND INVITATIONS FOR PROPOSALS AND GENERAL  
TENDERING**

*This document is solely for the use of authorized recipients. No part of it may be circulated, quoted or reproduced for distribution outside the recipient without written permission from the Erbil International Airport, Kurdistan Regional Government, Republic of Iraq.*

# PART I GENERAL TERMS AND CONDITIONS

|  |          |
|--|----------|
| <b>PART I GENERAL TERMS AND CONDITIONS.....</b>                    | <b>2</b> |
| <b>DISCLAIMER .....</b>  | <b>3</b> |
| <b>1. BIDDING PROCESS .....</b>                                    | <b>3</b> |
| 1.1 Bid Instructions .....   | 3        |
| 1.2 Bid Submissions .....  | 3        |
| 1.3 When Bids May Be Delivered .....                               | 3        |
| 1.4 Exclusions from Bidding .....                                  | 4        |
| 1.5 Conflict of Interest .....                                     | 4        |
| 1.6 Inquiry Process, Clarifications .....                          | 4        |
| 1.7 Amendments .....   | 5        |
| 1.8 Oral Explanations .....  | 5        |
| 1.9 Compliance with Terms and Conditions .....                     | 5        |
| 1.10 Bids are Firm for 120-Days .....                              | 5        |
| 1.11 Bid Rejections .....  | 5        |
| 1.12 Public Record; Confidential and Proprietary Information ..... | 6        |
| 1.13 Insurance Certificate .....                                   | 6        |
| 1.14 Joint Ventures/Partnerships .....                             | 6        |
| <b>2. MINIMUM WORK STANDARDS .....</b>                             | <b>6</b> |
| 2.1 Inspection & Periodic Review.....                              | 6        |
| 2.2 Training.....  | 6        |
| 2.3 Equipment.....   | 6        |
| <b>3. BIDDER’S WARRANTIES AND REPRESENTATIONS.....</b>             | <b>7</b> |
| 3.1 Non-Collusion Certification.....                               | 7        |
| 3.2 Non-Discrimination / Equal Opportunity Provisions .....        | 7        |
| 3.3 Anti-Corruption.....   | 7        |
| 3.4 Licenses .....   | 8        |
| <b>4. SELECT CONTRACT TERMS .....</b>                              | <b>8</b> |
| 4.1 Contract Components.....                                       | 8        |
| 4.2 Contract Extension at the End of Any Contract Period .....     | 9        |
| 4.3 Standard of Care .....   | 9        |
| 4.4 Employment of EIA Staff.....                                   | 9        |
| 4.5 Confidentiality .....  | 9        |
| 4.6 Indemnification .....  | 9        |
| 4.7 Intellectual Property Ownership.....                           | 10       |
| 4.8 Applicable Law .....   | 10       |

## DISCLAIMER

The present General Terms and Conditions form integral part of every request for proposals (RFP), invitation for proposals (IFP) or other forms of tender under the Kurdistan Regional Government's Guide of Instructions to Governmental Contract Executions, Article 4.

It is each Bidder's obligation to review these General Terms and Conditions and to follow the rules, obligations and tendering process outlined herein. Failure to do so may disqualify a Bidder from the tendering process.

### 1. BIDDING PROCESS

#### 1.1 Bid Instructions

Bidders should respond clearly and concisely to all requirements contained in the RFP or IFP. Bidders are to submit a signed and notarized "Certificate of Authority," "Appendix A;" all proposed costs on the "Pricing Response Form"; a time-frame for completion of the project on the "Time Response Form"; and, to respond to every question or request for information in Appendix B "Bidder Qualifications" whether the request requires a simple "yes" or "no" or requires the submission of documents or other information. Bidders must submit References per instructions in Appendix B; "References."

#### 1.2 Bid Submissions

Each bid must include the original and two copies of Bidder's proposal, and must be in a white sealed envelope with the bid number clearly printed on the exterior. If a Bidder uses an express mail or courier service, the bid number must be clearly printed on the express mail or courier envelope, or the bid can be enclosed in a sealed envelope with the RFP# or IFP# on the outside of the envelope and placed inside the express mail or courier service envelope.

A bid submission that is not clearly identified with the bid number, and as a result is inadvertently opened before the scheduled bid opening time, may be disqualified without additional consideration.

**NOTE: EIA WILL NOT ACCEPT BIDS DELIVERED BY FAX TRANSMISSION OR OTHER TELECOMMUNICATION OR ELECTRONIC MEANS, INCLUDING EMAIL UNLESS OTHERWISE NOTED IN THE SPECIAL TERMS AND CONDITIONS.**

#### 1.3 When Bids May Be Delivered

Bidders must submit bids to EIA Administration prior to and no later than the date and time the bids are due as stated in Article 7, "Schedule of Events." **EIA MAY REJECT ALL BIDS SUBMITTED AFTER THE SPECIFIED DATE AND TIME THE BIDS ARE DUE.** EIA will return sealed bids received through the mail or other delivery service after the specified bid opening date and time to the

Bidder unopened. EIA does not accept bids with postage due.

EIA receives bids during the hours of 9 a.m. through 3:30 p.m. Sunday through Thursday, except observed holidays. Note: Refer to Article 7, “Schedule of Events” for the date and time this particular bid is due. The time clock with the EIA Administrative Directorate serves as the official record of the date and time that EIA receives the sealed bids and is the sole factor in determining the timely receipt of the bids.

#### 1.4 Exclusions from Bidding

EIA excludes from the bid process consultants who are under a current contract with EIA or individuals or companies that have a relationship or affiliation with EIA that poses, or could potentially pose, a conflict of interest. EIA will exclude any outside party or entity who has participated with EIA in the development of this RFP or IFP. EIA has sole discretion as to the interpretation and application of this provision.

#### 1.5 Conflict of Interest

Each Bidder must answer the question in Appendix B “Bidder Qualifications” Item I, indicating whether the Bidder or any employees or agents that may work through the Bidder have a possible conflict of interest (e.g., current contract with EIA, participated in the development of the bid, employed by EIA or other affiliation with EIA, etc.) and, if so, the nature of the conflict. EIA has the right to reject a bid in which a conflict is disclosed or to reject the bid or cancel a contract if any interest is later discovered that presents a conflict of interest or that could give the appearance of a conflict. Bidders who have a current contract with EIA may bid, but must disclose the nature of the contract in Appendix B, “Bidder Qualifications.” The decision as to whether a conflict of interest exists rests solely with EIA.

#### 1.6 Inquiry Process, Clarifications

Article 7, “Schedule of Events,” gives the date and time by which interested parties must submit questions or requests for clarification.

Bidders are responsible for reviewing the entire bid packet and notifying EIA if the specifications unnecessarily restrict competition or are conflicting or ambiguous. EIA advises Bidders who discover any inconsistencies, errors, or omissions in the RFP or IFP documents to request clarification from the EIA Administrative Directorate via e-mail at [tender@eia.krd](mailto:tender@eia.krd) no later than the date for submissions of questions noted in Article 7, “Schedule of Events.”

Bidders are to submit questions via e-mail to [tender@eia.krd](mailto:tender@eia.krd) no later than the date shown in Article 7, “Schedule of Events.” **Answers or clarifications in response to an inquiry will be sent to all Bidders alike.** EIA will not answer questions or requests for clarifications received after the inquiry deadline unless EIA ascertains that the answer to a question or a clarification could result in a material change to

the specifications that could affect all bids.

**BIDDERS MAY NOT COMMUNICATE WITH ANY CURRENT OR FORMER EIA EMPLOYEES OR INDIVIDUALS AFFILIATED WITH EIA CONCERNING THIS RFP OR IFP, EXCEPT THROUGH THE INQUIRY METHOD AND WITH QUESTIONS SPECIFIC TO THE CONTENTS OF THIS RFP OR IFP.**

This does not apply to communications during the evaluation process if EIA initiates the communication but is limited to EIA employees and consultants on a “need to know” basis. See also Article 9.4, “Communication during Evaluation.”

**1.7 Amendments**

EIA may issue amendments and/or clarifications at any time preceding the bid opening date. **EIA will release written amendments or clarifications or any additions or deletions to the RFP or IFP documents via email to all interested parties who submitted a letter of intent to bid.**

**1.8 Oral Explanations**

Note: Verbal explanations, clarifications, or instructions given at any time during the RFP or IFP process or after the selection of the successful bid are not binding upon EIA.

**1.9 Compliance with Terms and Conditions**

EIA cannot accept any changes to the RFP or IFP terms and conditions nor is EIA allowed to accept any additional terms or conditions not part of the final RFP documents. EIA will make any changes to the RFP or IFP terms and conditions or specifications through the issuance of written amendments or clarifications. Bids submitted with changes or mark-ups to the RFP or IFP document will be found non-responsive and will not receive further consideration or evaluation.

**1.10 Bids are Firm for 120-Days**

Unless stated otherwise, once opened all bids are irrevocable for one hundred twenty days. Beyond one hundred twenty (120) days, Bidder will have the option to honor their bid or make a written request to withdraw their bid from consideration.

**1.11 Bid Rejections**

Note: Participants in this bidding process acknowledge and agree that EIA has the right to reject all bids and advertise for new bids on the required items, products or services. EIA may reject any bid, in whole or in part, if any of the following circumstances are true:

Bids offer supplies or services that are not in compliance with the requirements, specifications, terms, or conditions stated in the RFP or IFP; or, EIA determines that awarding a bid for any item or service is not in the best interest of EIA.

## **EIA reserves the right to waive minor irregularities or omissions in bids.**

### **1.12 Public Record; Confidential and Proprietary Information**

Once EIA opens the bids, they are public records and are subject to all laws appurtenant thereto. All materials in the bid will become the property of EIA and may be returned only at EIA's discretion. Bidders are not to include any trade secret information in their bids or proposals. EIA shall consider all bids or proposals to be free of trade secrets.

### **1.13 Insurance Certificate**

Upon award of a contract, Awarded Bidder must submit a Certificate of Insurance or Proof of Self-Insurance reflecting the required coverage stated in Article 11.2.4, "Insurance." Awarded Bidder is to identify EIA as an additional insured on the policy.

### **1.14 Joint Ventures/Partnerships**

Bidders may form joint ventures, partnerships, or other legal business entities with other companies in submitting a proposal in response to this Invitation. **The Bidder must provide a copy of the joint venture, partnership, or other agreement that clearly shows the members who will be involved in the performance of services if awarded this tender.**

## **2. MINIMUM WORK STANDARDS**

### **2.1 Inspection & Periodic Review**

The Awarded Bidder hereby agrees to a detailed inspection by EIA or its representative of all work and goods furnished under this Contract at any time, upon 24 hours' notice by EIA.

### **2.2 Training**

The Awarded Bidder shall be solely responsible for ensuring that its employees are trained and competent in the performance of their duties and for the purpose of executing the services and performances outlined herein.

### **2.3 Equipment**

The Awarded Bidder shall have full responsibility for storing equipment and supplies used in connection with the work. If available, and at its sole discretion, EIA may provide limited storage space on the airport property.

All equipment shall be state-of-the-art and consistent with international industry standards and good work practices. All equipment shall be kept in working order at all times.

In the event that EIA provides any equipment, material and supplies, any such equipment, material, and supply shall remain the property of EIA and will not be

used for any purpose other than providing services to EIA. When required, the Awarded Bidder shall maintain current records and provide an accounting of all equipment, material, and supplies furnished by EIA for use by the Awarded Bidder.

Any and all equipment and supplies furnished by the Awarded Bidder (other than equipment and supplies purchased by EIA from the Awarded Bidder pursuant to a separate agreement, if applicable) and placed at the airport shall remain the property of the Awarded Bidder and the Awarded Bidder shall at all times during the term of the contract have the right to install, maintain, replace, and remove the equipment and supplies.

### **3. BIDDER'S WARRANTIES AND REPRESENTATIONS**

By executing a Contract awarded based on a tender process, the Awarded Bidder certifies compliance with each condition listed below and continued compliance throughout the term of the contract. EIA considers Awarded Bidder's certification of compliance with each of these conditions as a material representation of fact upon which EIA relied in extending a tender award and entering into the Contract.

#### **3.1 Non-Collusion Certification**

By submitting a bid in response to this solicitation, the Awarded Bidder certifies that he/she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing bid; that such bid is genuine and not collusive or sham and does not involve any bribery; that Awarded Bidder has not colluded, conspired, bribed or agreed, directly or indirectly, with any Contractor or person, to put in a sham bid; or colluded or conspired to have another party not bid and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the price of its bid or that of any other Contractor, or to secure any advantage against any Contractor or any person or persons interested in the proposed contract and that all statements contained in the bid are true; and further, that the Contractor has not, directly or indirectly, submitted this bid or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

#### **3.2 Non-Discrimination / Equal Opportunity Provisions**

By submitting a bid in response to this solicitation, the Awarded Bidder agrees, under penalty of termination of any contract awarded pursuant to this IFP or RFP, not to discriminate against any of its employees, contractors, agents, subcontractors or affiliates, based on race, sexual orientation, gender, ethnicity, age, religion, or nationality and to provide all employees, contractors, agents and affiliates with equal opportunities in the workplace.

#### **3.3 Anti-Corruption**

The Bidder may not give to any EIA employee, consultant or contractor, or to any KRG official, consultant or contractor, anything of value that is of such character

as to manifest a substantial and improper influence upon the employee, consultant or contractor with respect to his or her duties or solicit an EIA or KRG employee, consultant or contractor to violate EIA's or KRG's code and standards of conduct. The Bidder shall further refrain from direct or indirect conflicts of interest. The Bidder shall promptly notify EIA of any newly arising conflicts of interest or potential violations of applicable ethics laws and regulations.

The Bidder acknowledges that any Awarded Bidder or sub-contractor who violates these requirements and prohibitions of applicable ethics laws and regulations is subject to EIA's refusal to enter into a contract, contract termination or prosecution.

### 3.4 Licenses

3.4.1 Awarded Bidder certifies that all approvals, licenses, or other qualifications necessary to conduct business in Erbil, Kurdistan Region, have been obtained and are current, or will be obtained by the time a contract is awarded pursuant to 3.4.2. Awarded Bidder warrants that if at any time during the contract period Awarded Bidder is disqualified or prohibited from conducting business in Erbil, Kurdistan Region for any reason, Awarded Bidder will provide immediate notice to EIA of the disqualification, and immediately cease performance hereunder.

3.4.2 Licensing under this provision shall include, but not exclusively, the proper registration and establishment of a local branch office, supported by documentation from the Directorate of Company Registration and a letter of clearance from the Tax Office, **within 15 days of a contract award.**

3.4.3 If the Bidder is an Iraqi company, a statement indicating the company's classification and level is required in addition to the licensing requirements under 3.4.1 and 3.4.2.

3.4.4 **IT IS NOT A REQUIREMENT TO HAVE AN IRAQI OR KURDISH BUSINESS LICENSE TO BID ON THIS PROPOSAL. SEE ARTICLE 3.4.2 FOR WHEN SUCH REGISTRATIONS ARE NECESSARY.**

## 4. SELECT CONTRACT TERMS

### 4.1 Contract Components

The Contract consists of a signed agreement that will be negotiated with the Awarded Bidder following the announcement naming the winner, all sections of the present General Terms and Conditions, Contractor's Warranties and Representations, Contract Terms and Conditions, Special Terms and Conditions, all the terms of the IFP or RFP, including the Specifications and Scope of Service, the Bid Specifications, the Pricing Response, all documents requiring Contractor's signatures and the Contractor's complete competitive sealed bid, including proper modifications, clarifications and samples. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- a. The signed contract document and all attached documents;
- b. EIA's original Request for Proposals (this document and any amendments thereto);
- c. The Awarded Bidder's original submitted bid documents.

#### **4.2 Contract Extension at the End of Any Contract Period**

At the end of the contract term, or any extension of the contract term, EIA has the option to extend the contract for up to 180 days to allow for the issuance of a new RFP or IFP, award of a new contract, and where required, contract close-out procedures and transition of services.

#### **4.3 Standard of Care**

Awarded Bidder will discharge its obligations under the Contract with that level of reasonable care, which a similarly situated business would exercise under similar circumstances.

#### **4.4 Employment of EIA Staff**

Unless the EIA Director General or her designee has been expressly informed of and has approved the employment, no current employee of EIA may be concurrently occupied, directly or indirectly, as an employee of Awarded Bidder or by a subcontractor for the provision of services described in the Contract,

#### **4.5 Confidentiality**

Awarded Bidder agrees not to use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. The terms of this "Confidentiality Section" will be included in any subcontracts executed by Awarded Bidder for work under the Contract. Awarded Bidder agrees to return any data made available to Awarded Bidder by EIA no later than 15 calendar days following the termination of the Contract, and Awarded Bidder certifies that it will not retain copies of source data, or any product of source data.

#### **4.6 Indemnification**

The Awarded Bidder and its Sub-Contractor(s) shall assume the defense of, indemnify, and hold harmless EIA and all KRG Agencies, including all public officials, and employees, consultants and agents acting in the course of their employment, from any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities that may arise from or relate to any act or omission of the Awarded Bidder and/or its Sub-Contractor's in providing services and performance under the Contract, and including the Awarded Bidder and/or its Sub-Contractor's employees, officers, agents and affiliates.

The Awarded Bidder and/or its Sub-Contractor shall further ensure that all of its employees, officers, agents and affiliates abide by all safety rules and regulations, which may be promulgated from time to time by either Party or the jurisdiction in which either Party is located and as they pertain to the Awarded Bidder and/or its

Sub-Contractor's operations under the Contract.

The Awarded Bidder acknowledges and agrees that Awarded Bidder, its sub-contractors, officers, agents, employees, consultants and affiliates are jointly and severally liable for all obligations under the Contract and any other duties or obligations arising out of their operations at EIA.

#### **4.7 Intellectual Property Ownership**

The Bidder understands, acknowledges and agrees that all of the work product or deliverables produced or developed by the Bidder in response to this IFP or RFP or in the performance of services pursuant to any contract awarded hereunder, either alone or in conjunction with others, including, without limitation, all technology of any nature whatsoever, all notes, records, drawings, designs, maps, plans, blueprints, improvements, developments and copyrightable material which relate, directly or indirectly, in any manner to the subject matter of this Agreement, including any derivative works of any of the foregoing (collectively the "Work Product"), is the sole and exclusive property of EIA.

The Bidder hereby assigns to EIA, without further compensation, all of its right, title and interest (whether arising prior to the Contract, now in existence or hereafter arising) in and to the Work Product, in Iraq and elsewhere. Upon request, the Bidder will sign all applications, assignments, instruments and papers and perform all acts necessary or desired by EIA to assign the Work Product, or any portion thereof, fully and completely to EIA and to enable EIA, its successors and assigns to secure and enjoy the full and exclusive benefits and advantages thereof. The Work Product shall be subject to the Bidder's obligations of confidentiality contained in Article 4.5 hereof.

Subject to the limitations set forth herein, and without waiving any of EIA's rights, this Article 4.7 shall not apply to proprietary information of the Bidder in existence prior to the release of this RFP or IFP, the award of the Contract, or any information not related hereto. Further, this Article 4.7 shall not apply to any inventions, discoveries, trade secrets or patentable information, which do not relate to the subject matter of this RFP or IFP or any resulting contract.

#### **4.8 Applicable Law**

The Contract shall be governed, construed, interpreted, and enforced under the laws of the Republic of Iraq and the Region of Kurdistan.

Any legal action commenced by either Party shall be in a court of competent jurisdiction in Erbil, Kurdistan, Iraq.