



HAMAP Humanitaire NGO Organization

Contract for diving equipment purchase & related

Subject: Purchase of diving equipment and related items
Tender №: HH – NES – 22 – T1

Parties

This **Agreement** ("**Agreement**") for the procurement of diving equipment and related material is made and entered into effect on **the last date of signature** by and between **HAMAP** ("**Buyer**") and **Balen Market** ("**Seller**"), individually a "**Party**", and collectively the "**Parties**".

The **Seller** desires to sell to the **Buyer** and the **Buyer** desires to purchase from the **Seller** certain tangible property as detailed in with Technical Specifications in **Annex 1**:

- Annex 1: **Technical Specifications of diving equipment to be provided under this Agreement;**

and **Annex 2**:

- Annex 2: **Sample Pictures of the equipment to be provided,**

which will be the binding documents to this Agreement and in accordance with the **Seller's Bid** and following negotiations.

Therefore, in consideration of the mutual promises herein contained, the **Parties** hereto agree as follows:

1. Precedence

In case of conflict of information between the different documents related to this contract and the procurement process in which it takes place, the following hierarchy of precedence applies, by order of priority:

- 1) This contract, its annexes, and amendments
- 2) The purchase order, if any
- 3) The seller's latest technical and financial offers,
- 4) The RfP and its amendments and clarifications
- 5) Written communication by e-mail between the parties
- 6) Any other document not specifically mentioned here

2. Payment

Total payment shall be: **USD 47,805.92 (Forty-seven thousand eight hundred five USD and ninety-two cents only)**, notwithstanding adjustments made as per this **Agreement**.

Seller agrees to the following payment terms:

Payment Schedule:

Payment Method: via Bank Transfer, 100% post-payment and after the complete delivery is done to Erbil office of HAMAP. DDP – Delivery Duty Paid, Incoterms 2020 applies.



Responsibility for Taxes/Fees: All the taxes, fees and its related expenses to delivery of the requested equipment to the final destination: Erbil office of HAMAP Humanitaire will be covered by the **Seller**.

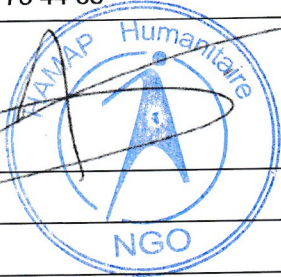
The **Buyer** will provide the Seller with custom fees clearance in accordance with KRG law for humanitarian goods.

Responsibility for Transportation costs: All the related expenses to transportation of the requested equipment to the final destination: Erbil office of HAMAP Humanitaire will be covered by the **Seller**.

Each page of the contract to be initialized and signed



<u>BUYER (HAMAP Humanitaire NGO)</u>	<u>SELLER (Balén Market)</u>
<u>Address:</u> 7 rue de Charenton	<u>Address:</u> Ankawa khabat street
<u>City/State:</u> Alfortville	<u>City/State:</u> Erbil
<u>Country:</u> France	<u>Country:</u> Iraq
<u>Phone #:</u> (+33) 1 43 75 44 68	<u>Phone #:</u> (+964) 75 04 83 69 68
<u>Signature:</u> 	<u>Signature:</u> 
<u>Date:</u> 10/04/2022	<u>Date:</u> 10-4-2022
<u>Title:</u> President	<u>Title:</u> CEO
<u>Print Name:</u> Martine Gernez	<u>Print Name:</u> Balén Mohammed Mawlood



Each page of the contract to be initialized and signed





HAMAP Humanitaire NGO Organization Contract for rope access equipment purchase & related

Subject: Purchase of rope access equipment and related items
Tender №: HH – NES – 22 – T1

Parties

This Agreement ("Agreement") for the procurement of rope access equipment and related material is made and entered into effect on the last date of signature by and between HAMAP ("Buyer") and Balen Market ("Seller"), individually a "Party", and collectively the "Parties".

The Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller certain tangible property as detailed in with Technical Specifications in Annex 1:

- Annex 1: Technical Specifications of rope access equipment to be provided under this Agreement; and Annex 2:

- Annex 2: Sample Pictures of the equipment to be provided, which will be the binding documents to this Agreement and in accordance with the Seller's Bid and following negotiations.

Therefore, in consideration of the mutual promises herein contained, the Parties hereto agree as follows:

1. Precedence

In case of conflict of information between the different documents related to this contract and the procurement process in which it takes place, the following hierarchy of precedence applies, by order of priority:

- 1) This contract, its annexes, and amendments
- 2) The purchase order, if any
- 3) The seller's latest technical and financial offers,
- 4) The RfP and its amendments and clarifications
- 5) Written communication by e-mail between the parties
- 6) Any other document not specifically mentioned here

2. Payment

Total payment shall be: USD 29,764.50 (Twenty-nine thousand seven hundred sixty-four USD and fifty cents only), notwithstanding adjustments made as per this Agreement.

Seller agrees to the following payment terms:

Payment Schedule:

Payment Method: via Bank Transfer, 100% post-payment and after the complete delivery is done to Erbil office of HAMAP. DDP – Delivery Duty Paid, Incoterms 2020 applies.


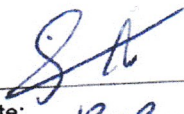
Responsibility for Taxes/Fees: All the taxes, fees and its related expenses to delivery of the requested equipment to the final destination: Erbil office of HAMAP Humanitaire will be covered by the Seller.

The Buyer will provide the Seller with custom fees clearance in accordance with KRG law for humanitarian goods.

Responsibility for Transportation costs: All the related expenses to transportation of the requested equipment to the final destination: Erbil office of HAMAP Humanitaire will be covered by the Seller.

Each page of the contract to be initialized and signed



<u>BUYER (HAMAP Humanitaire NGO)</u>	<u>SELLER (Balén Market)</u>
<u>Address:</u> 7 rue de Charenton	<u>Address:</u> Ankawa khabat street
<u>City/State:</u> Alfortville	<u>City/State:</u> Erbil
<u>Country:</u> France	<u>Country:</u> Iraq
<u>Phone #:</u> (+33) 1 43 75 44 68	<u>Phone #:</u> (+964) 75 04 83 69 68
<u>Signature:</u> 	<u>Signature:</u> 
<u>Date:</u> 13-03-2022	<u>Date:</u> 13-3-2022
<u>Title:</u> President	<u>Title:</u> CEO
<u>Print Name:</u> Martine Gernez	<u>Print Name:</u> Balén Mohammed Mawlood



Each page of the contract to be initialized and signed





ICRC

FRAME AGREEMENT

Contrat seen and approved by :		
Title	Name	Signature
Logistic site manager on behalf Logistic Corrdinator	Ali Gido Abaker on behalf Joseph Bategazihiga	Electronically approved on 28 July 2020
F&A Manger	Gokul Varma Pakalapati	Electronically approved on 28 July 2020
DHoD	Anukha Combernous	Electronically approved on 29 July 2020
GVA Purch services		Electronically approved on 23 July 2020

FA Title .	2020 Hyglene and Coffee break Items for Erbil
FA N° :	BAL03IQ/ERB20/104599
AoC :	N/A
Date:	22.07.2020

Between Parties

<p>Seller: Balén Market Ankawa Khabat Street City: Erbil, Republic of Iraq</p> <p>Contact Person: Mr. Balén Mohammed Mobile : + 964 750 483 8968 E-mail : balenmarket1@gmail.com</p>	<p>Buyer: International Committee of the Red Cross Gazna Road, Ainkawa Erbil, KRG, Republic of Iraq</p> <p>Tel/Fax: + 964 772 233 6487 Contact Person: Viviane CHAHINE DE MACEDO E-mail : ebi_logpurchase_services@icrc.org Web site: www.icrc.org/iq</p>
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1. Introduction

The International Committee of the Red Cross is an independent, neutral organization ensuring humanitarian protection and assistance for victims of war and other situations of violence.

Within the framework of its assistance program in Iraq, the ICRC intends to purchase the attached annexed list of Hygiene and coffee break items for ICRC Erbil requests as per the following terms and conditions.

2. Terms of Agreement

This is a two (2) year Frame Agreement (FA), starting from the date of signature of this FA by both parties with possibility to extend for a second year if both companies agree with 2 months' notice.

This contract can be terminated by either party with a written pre-notice of 1 month. Each party has the right to terminate the agreement at any time with one month notice to the other party.



The Seller will be responsible for the quantity and quality delivered according to the agreed specification. In case of delivery of non-conforming merchandises, relevant articles of the "ICRC General Conditions on Purchasing" shall apply.

The Buyer has the right to reject commodities not meeting the specifications stipulated in the contract.

In this case, the buyer may cancel the contract or request replacement of the goods. In both cases the Seller is liable for any costs of replacement, transportation, warehousing, taxes and charges and any other costs that may occur including removing or destruction.

10. General Conditions

All conditions not mentioned herein shall be governed by the ICRC General conditions on purchasing.

Acceptance of the contract entails the waiving by the Seller of its General Conditions of Sales. If this contract is translated into another language, the English / French version will prevail in case of dispute or discrepancy. No modification of any of the clauses of this contract may be done without the written agreement of both parties.

11. Immunity

Nothing contained in this contract shall be deemed a waiver, express or implied, of any immunity from suit, legal process or any privilege, exemption or other immunity enjoyed, or which the ICRC may enjoy.

12. Annexes:

Annex 1: Suppliers offer.

13. Coming into force of this contract

The Agreement comes into force on the date of its signature by both parties and shall continue in full force and effect for the duration established in article 2 until the complete performance by the parties of their obligations hereafter.

The translation of this contract cannot be used for any legal issue.

For the Seller: Balén Mohammed General Manger Stamp  Date: 20 8 2020	For the ICRC: International Committee of the Red Cross Chiya Miqdad Ali Deputy Head of Sub-delegation Stamp  Date: 5 8 2020
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Framework Agreement Supply of Goods



Supply of Cleaning Items and Refreshments FWA# 003EBL20

PARTIES:

This agreement is entered into by:

Balen Market

Represented by: Balen Mohamad Mawlood
Company Address: Erbil-Ainkawa
Phone number: 0750 483 69 68

hereinafter referred to as the "SUPPLIER"

and

Danish Refugee Council

Represented by Lilu Thapa- Country Director
Office Address: Erbil, 40 M Road, MRF Quattro, Building A, Floor 10

Hereinafter referred to as the "PURCHASER".

The SUPPLIER and the PURCHASER have agreed to the following terms and conditions:

Object of the Contract: Supply of Cleaning Items and Refreshments.

1. PREAMBLE

- 1.1 This Framework Agreement between the SUPPLIER and the PURCHASER is the result of a DRC Request for Quotation (RFQ) No. RFQ-002EBL20 and sets in place the mechanism for the PURCHASER to purchase from the SUPPLIER the items listed in Annex D – Item and Price Schedule, for the agreed price for the duration of this Framework Agreement.

2. DURATION OF THE CONTRACT

- 2.1 The contract is valid for a period of 1 year starts on 01.03.2020 and ends on 29.02.2021.
2.2 An extension of 12 months can be made upon request from the PURCHASER and issuance of an amendment to this contract.
2.3 The maximum permitted spend under this framework agreement is 37,000 USD/43,974,700 IQD.

8.2 The SUPPLIERS Offer dated 29.01.2020 which is included as Annex A.

9 MISCELLANEOUS:

9.1 The PURCHASER retains the right to procure items or services from other suppliers.

9.2 This agreement is made in English and any interpretation of this contract shall be according to the English language version. This agreement is made in two (2) copies; both originals are given to the SUPPLIER and PURCHASER respectively.

For and on behalf of the SUPPLIER

Signature: [Signature]

Name: Balen Mohamed

Position: owner

Date: 1-3-2020

Suppliers Stamp



For an on behalf of the PURCHASER

Signature: [Signature]

Name: Lili Thapa

Position: Country Director

Date: 1/3/20

DRC Stamp



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AGREEMENT FOR THE SUPPLY OF GOODS

PARTIES

- (1) **Save the Children International** (formerly known as The International Save the Children Alliance Charity), a charitable company limited by guarantee registered in England and Wales (company number 03732267; charity number 1076822) whose registered office is at St Vincent House, 30 Orange Street, London, WC2H 7HH

Iraq Country Office / 213/5, 100 M. Road 2nd Floor, Ehklas Empire Center (**the "Customer"**);
and

- (2) **[Balen Market]**, whose registered office is at [Erbil Ainkawa – Khabat street road] (**the "Supplier"**);

AGREEMENT

The Supplier agrees to supply to the Customer and the Customer to acquire and pay for the Goods (the "**Goods**") below on the terms of the Agreement. The Agreement comprises the provisions of this Agreement for the Supply of Goods (the "**Agreement**"), the attached General Terms and Conditions for Supply of Goods and, where applicable, the Customer's order for the Goods, as set out in the Customer's purchase order form (together the "**Agreement**").

Interpretation

In the case of inconsistency or conflict between the terms of the Agreement and the tender documents including the Invitation to Tender and Conditions of Tendering (the "**Tender Documents**"), the terms of the Agreement will prevail. Where additional terms or particulars contained within the Tender Documents are not reflected in the Agreement, such terms or particulars shall not be incorporated into the Agreement unless the Customer has relied on them and entered into the Agreement on that basis.

References in this Agreement to 'clauses' refer to provisions 1 to 6/7 of this Agreement below; references to 'conditions' refer to the provisions of the General Terms and Conditions for Supply of Goods attached.



2/3

First contact at Supplier:

[Balen Muhammed Mawlood] [07504836968] [balenmarket1@gmail.com]

Second contact at Supplier:

[Sahand Muhammed Rasool] [07504862904] [N/A]

6.2 The Customer Contact named in the Agreement may only issue purchase orders under the Agreement or someone identified to the Supplier by that person as someone entitled to issue purchase orders.

7 Special terms and conditions

7.1 Stocks will be held at Supplier's warehouse at the following address:

Erbil Ainkawa - Khabat Street road

7.2 Supplier shall ensure that such stocks are packed, mobilised and despatched within 48 hours of confirmation of the Customer's requirement.

Signed for and on behalf of the Supplier:

Signed for and on behalf of the Customer:

[Handwritten Signature]
.....
Signature

Edelweiss F. Silan
.....
Signature

Balen Muhammed Mawlood
.....
Name

EDELWEISS F. SILAN
.....
Name

[Handwritten Job Title]
.....
Job Title

Acting County Director
.....
Job Title

Date: *25-9-2019*
(date of second signature)



[Handwritten mark]



FRAMEWORK AGREEMENT

Reference: KU-ERB-LOT-1-2020-636

Between:

Triangle Generation Humanitaire (TGH)
Address: 1 rue Montriblout – 69008 Lyon - France
Phone: +33 472 20 5010

Represented by: Vincent Demeuldre
Head of Mission in Iraq

As "The client"

On one part,

And:

Name: Balen Market
Address: Khabat street, Ainkawa, Erbil, Iraq
Phone: + 964 750 483 6968
Email: balenmarket1@gmail.com

Represented by: Balen Muhamad

Position: Owner

As "the supplier",

On the other part.

Have agreed as follows:

Article 1 Preamble

This Framework Agreement between Triangle generation Humanitaire (TGH) and the supplier follows the Local Open tender Procedure on the 9th February 2020 concerning the supply of cleaning items in the framework of humanitarian programs in Iraq.

The Framework Agreement shall come into effect at the date of signature, and will be valid for one (1) year, for the supply listed in Appendix A.

The contract may be renewed upon Client's request if the condition of the initial offer/contract remains the same.

A handwritten signature in blue ink, appearing to be "V. Demeuldre", is written over the page number.

A small handwritten signature in blue ink is located at the bottom right of the page.

Done in English in Erbil,

In two originals:

One original being for Triangle generation Humanitaire and one original being for the supplier.

Triangle Génération Humanitaire	The supplier:
Name: Vincent Demeuldre	Name: <i>Balen Muhammed</i>
Date: <i>20 April 2020</i>	Date: <i>22/4 - 2020</i>
Signature: <i>Vincent Demeuldre</i>	Signature: <i>EB</i>
Stamp: 	Stamp: 

Appendixes

Appendix A: Technical Specifications and Price List

Appendix B: Ethic Clauses

Appendix C: Grounds for exclusion

Contract Amendment



Contract Amendment # 1 to the contract between Danish Demining Group (DDG)

And

Balen Market

Reference is made to the contract number DDG-PR-30072018-E01 dated 15-August-2018 signed between the Danish Demining Group (DDG), and Balen Market, with respect to the scope of the Contract, and as per DRC Operations Handbook on Procurement / Contract Management, any modification of this Contract shall require a formal amendment in writing between the parties duly signed by the authorized representatives of the contracting parties.

WHEREAS DDG and Balen Market now wish to amend signed contract at the request of both DDG and Balen Market.

WHEREAS Balen Market and DDG now wish to amend signed Contract in order to extend the framework agreement by a further six months;


WHEREAS such amendment will result in an extension of the framework agreement.

NOW THEREFORE, the relevant Contract provision indicated below is hereby amended to read as follow:

- This amendment shall become valid on the date of 16th February 2019 till 15th August 2019 with the final signature of both parties.

NOTWITHSTANDING, all other terms and conditions of the Contract, except as amended herein, shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, THE DDG AND THE CONTRACTOR HAVE SIGNED THIS AMENDMENT.

Signatories ¹	
For Danish Demining Group (DDG)	For Balen Market
By: 	By: _____
Name: Lili Thapa	(Signature)
Position: Country Director	Name: <i>Balen Mohamed</i>
	Position: <i>owner</i>

¹ The signatories of this Contract Amendment hereby confirm having the authority & power to sign on behalf of the company.

Date: 25-03-2019 • Valid from: 16-02-2019



- 9.1 The PURCHASER retains the right to procure items or services from other suppliers.
9.2 This agreement is made in English and any interpretation of this contract shall be according to the English language version. This agreement is made in two (2) copies; both originals are given to the SUPPLIER and PURCHASER respectively.

For and on behalf of the SUPPLIER

Signature: [Signature]

Name: Balan Mohamed

Position: owner

Date: 16-8-2018

Witnessed By:

Signature: [Signature]

Name: Balan Mohamed

Position: owner

Date: 16-8-2018

Suppliers Stamp



For an on behalf of the PURCHASER

Signature: [Signature]

Name: Ahmed Ismail Nouri

Position: Senior Logistics officer

Date: 14-08-2018

Signature: [Signature]

Name: [Signature]

Position: DM

Date: 14/08/18

DRC Stamp



[Signature]



Framework Agreement

Green Desert 009/2019

Between

Green Desert (in hereafter referred as a client), represented by **Mr. Bryar Jabar Hassan**, General Director of GD.

And

Balen Market, represented by Mr. Balen Mohammed Mawlood, in hereafter referred as the contractor,

CONTRACT SPECIAL CONDITIONS

Article 1. Preamble

WHEREAS the Client wishes to supply *refreshments & office supplies*.

WHEREAS the Supplier represents that it is qualified, ready, willing and able to perform the supply on the terms and conditions set forth in this Contract;

WHEREAS all parties to this Contract shall uphold and abide by the principles and provisions embodied therein;

By signing of this contract the Supplier becomes obliged to execute and complete supply and remedy all possible defects on the interventions being subject of this Contract.

Article 2. Subject of Contract

The Supplier shall supply *refreshments & office supplies* as per detailed description set out in the Contract Special Conditions Article 9 Technical Specifications.

Article 3. Delivery

The items shall be delivered to Green Desert Office,

Article 4. Amount of the Contract and Invariability of the Contract Sum

The amount of the payment is variable depending on the items purchased.

Import duties are not included in the above mentioned Total Contract Sum and shall not be charged by the Supplier to the Client. The Client cannot accept any financial obligations regarding changes of the contracted amount that could be caused by legitimate changes in customs and tax regulations.

Article 5. Payment Conditions and Modalities

Payment shall be conditional to the submission by the Supplier to the Client of the requested supplies, together with invoice with the requested sum. The payment will be made in USD by the Client by cheque.

Article 6. Warranty / After-sales Service and Performance Security

- a) The Supplier warrants that all items furnished hereunder are new and unused.
- b) The Supplier warrants that all the items furnished hereunder shall conform fully with all requirements of this contract, shall conform to approved samples, if any, submitted against this requirement, shall be fit for the use for which they are intended, and shall be free from defects in material, workmanship and/or design.

Article 7. Law and Settlement of Disputes

Iraqi law shall govern the performance of the Contract. All disputes arising out of the performance of this Contract and which cannot be amicably settled shall be referred to Iraqi Courts.

- a) The above items shall be considered a sample not exhaustive, yet they cover the general didactic needs of the project.
- b) In case there are the needs of some specific or different items not included in this list or the type of the same items are slightly and reasonably different price might differ from those hereby quoted. These occurrences shall be reported in the delivery note/invoice. GD will send the purchase order to the supplier whenever requests any items to purchase and the prices should match with the one in the framework.

Article 10. Validity of the Present Contract

- a) The present contract comes into force from the date of signing by the parties.
- b) if either of the parties does not fulfill the obligations stipulated in the present Contract, each party has the right to
- terminate the present Contract by giving a written notice informing the defaulting party of the violation of the Contract and the latter has not remedied to the default.

Article 11. Child Protection Policy

The supplier should adhere to child protection policy which prohibits any child labor (Children under 18 years old).

Article 12. Expiry of agreement

This contract is made of (two) pages, printed in 2 (two) copies in English language

Signed in Erbil on 06/10/2019 and valid for one year.

For the contracting authority:
Mr. Balen Mohammed Mawlood

Signature and Stamp



For the contracting company:
Bryar Jabar Hassan

Signature and Stamp





Argentina Belgium Canada France Germany Greece Japan Luxembourg Netherlands Portugal Spain Sweden
Switzerland United Kingdom United States of America

Supply Framework agreement (Office Supply and Cleaning Materials)

Contract : 20IQERB037

BETWEEN THE UNDERSIGNED:

Médecins du Monde (MdM), a French medical Non-Governmental Organization (NGO), recognized with the Kurdistan authorities (department of NGO) as a registered NGO since October 23rd 2014 under the file 2223-F and registered NGO in Iraq since 17th July 2017 under the file 2L78606, and has the will to carry out activities in KRG for a humanitarian response due to the current crisis; represented by **Jacoba Rietveld**, **General Coordinator** for the mission in Kurdistan-Iraq. Office address (Parkview Flats, Building B3-floor 18 – Flat 65).

Hereinafter referred to as "The Client" or "MdM",

And ,

Service's supplier: Balen Market
Address: Erbil – Ainkawa
Registration Number: 547/73
Hygiene Number: 5772
Owner: Balen Muhammad Mawlood
Phone number: 07504862904, 07504912145
Email Address: balenmarket1@gmail.com

Hereinafter referred to as the "Supplier"

Referred to together as "the Parties",

Whereas

In the context of its projects, MdM is putting several activities in place which aim to assist the population.

In the context of these activities, MdM is calling on a supplier for the purchase of **Office Supply & Cleaning Material for the office and two guesthouse in Erbil.**

It has been agreed as follows:

Article 1: Purpose

This master contract defines the conditions in which the Supplier undertakes to supply to the following goods listed in appendix 1 to MdM in return for payment of the price as indicated on a unit basis in appendix 1.

The respective obligations of the parties shall be governed by this contract and by MdM's general terms and conditions of purchasing (appendix 2) and the supplier's offer (appendix 1) and MDM Ethical clauses (appendix 3).

The provisions of this contract are of the essence of the agreement of MdM, which would not have entered into contract with the Supplier in their absence.

OK



9.3 Invoicing and payment terms

Payment shall be made according to the following terms:

- Payment after receipt of the invoice.
- Payments shall be made by cheque to **Mr. Balen Mahamed Mawlood**
- Invoices shall be sent to the following address:

MdM Office, Erbil – Parkview flats, Building B3, Floor 18, Apartment 65

Article 10: Contractual documents

The documents listed below constitute the entire agreement between the parties with respect to its subject-matter, and cancel and replace all prior representations, negotiations, commitments, oral or written communications, acceptances and agreements between the Parties concerning the same subject-matter.

The contractual documents shall be construed as forming a single, coherent and inseparable whole, each one mutually completing and explaining the others both in technical and legal terms. In the event of discrepancy among these documents, the priority is defined as follows in decreasing order:

- Appendix 1: the Supplier's offer
- Appendix 2: These special terms and conditions of purchasing
- Appendix 3: MDM Ethical Clauses

No amendment may be made to this contract without an addendum signed by both parties, except for changes in the address or the bank account of the Supplier which may be the subject of mere written notice by the supplier to MdM.

Article 11: Termination

In the event of breach by one of the parties of its contractual commitments, and where there is no outcome to attempts to settle by agreement, this contract shall be fully and automatically terminated thirty (30) days following notice of breach notified by the injured Party by registered letter with return receipt requested, which has remained without effect.

Article 12: Governing law and dispute

This contract shall be governed by the law of KRI

In the event of dispute concerning this contract, both parties undertake to find an agreed solution. In the absence of an agreed settlement, either party may bring proceedings before the competent courts.

Executed in two original counterparts

For Médecins du Monde

For the Supplier (Balen Market)

Jacoba Rietveld,

In; ERBIL

On; 27-2-2020

Balen Muhammad

In; ERBIL

On;



2-3-2020

4/10

AMENDMENT # [FWA -004-2018-off supplies-NRC-Iraq/001]

Contract Number	Company Name	Company Resource No	Amendment Number
FWA-004-2018-office supplies-NRC-Iraq	Ballen market	10816	FWA-004-2018-office supplies-NRC-Iraq / 001
Original Contract Start and End Date	Amendment Reason	First Amendment Duration	Second Amendment Duration
3 rd Dec 2018- 2 nd Dec 2019	<ul style="list-style-type: none"> Clarification on changing the stamp and the price of one of the items Expanding the duration 	From 2 nd Dec 2019 – 29 th Feb 2020	NA

AMENDMENT TO EXISTING Framework agreement

(Office Supply)

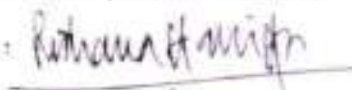
This contract amendment is made effective on the [2nd Dec 2019]. WHEREAS, both parties had signed an agreement (Office supplies), contract # [FWA -004-2018-off supplies-NRC-Iraq], dated [3rd Dec 2018] and valid until [2nd Dec 2019], whereas both parties had agreed on the below agreement terms which is mentioned below under contract amendment [FWA-004-2018-off supplies-NRC-Iraq/001], dated [2nd Dec 2019] and valid until [29th February 2020].

NOW THEREFORE, the parties hereby agree to amend the terms of the agreement as follows:

- 1- The supplier changed thier stamp which doesn't match with the one used on the contract.
- 2-Adjust the price of the (Harpic for removing stains 750ml) to IQD 2,500 which due to human error was written IQD 25,000 (extra zero were added), for more detail please refer to the attached NFF.
- 3- extend duration of the agreement from [2nd Dec 2019] valid until [29th February 2020].


Agreed between:

On behalf of the Norwegian Refugee Council

Name : Rishana Haniffa
 Position : Country Director – NRC IRAQ
 Signature : 

Date : 18 Dec 2019
 Stamp :

On behalf of Ballen Market

Name : *Ballen Muhammed*
 Position : *owner*
 Signature : 

Date : 18-12-2019
 Stamp :



Framework Agreement

TDH-IT 003/2019

Between

Terre des Hommes Italia (in hereafter TDH-It), represented by Ms. Miriam Ambrosini, Country Representative of the Terre Des Hommes -Italian Organization

And

Balen Market represented by Balen Mohammad Mulood, in hereafter referred as the contractor.

CONTRACT SPECIAL CONDITIONS

Article 1. Preamble

WHEREAS the Client wishes to supply **credit scratch cards**.

WHEREAS the Supplier represents that it is qualified, ready, willing and able to perform the supply on the terms and conditions set forth in this Contract;

WHEREAS all parties to this Contract shall uphold and abide by the principles and provisions embodied therein;

By signing of this contract the Supplier becomes obliged to execute and complete supply and remedy all possible defects on the interventions being subject of this Contract.

Article 2. Subject of Contract

The Supplier shall supply credit scratch cards as per detailed description set out in the Contract Special Conditions Article 9 Technical Specifications.

Article 3. Delivery

The items shall be delivered to TDH IT Office, in front of Akad club, Ankawa. Any change of address for the delivery will be communicated to the supplier by the contractor.

Article 4. Invariability of the Contract Sum

The amount of the contract depends on the needs of the projects implemented by TDH and it consists of 10'000 USD. This does not mean in any sense that TDH is obliged to pay to the supplier apart from the ones deriving from the submission of regular invoice and supplies ordered by TDH.

The price of the items is fixed as per Article 9 of this contract. Any major change in the price of items (more than 10% of the price) will need to be formally agreed on between the parties, otherwise it could result in a breach of the present contract.

Import duties are not included in the above mentioned Total Contract Sum and shall not be charged by the Supplier to the Client. The Client cannot accept any financial obligations regarding changes of the contracted amount that could be caused by legitimate changes in customs and tax regulations.

Article 5. Payment Conditions and Modalities

Payment shall be conditional to the submission by the Supplier to the Client of the requested supplies, together with invoice with the requested sum. The payment will be made in USD or IQD by the Client by bank transfer/cheque (payment by cash is authorized only per amounts below 100 USD) during three months from the invoice date. In case the supplier does not have a bank account in the name of the company, an authorization letter must be provided by the supplier with the name and ID of the person authorized to collect payments on behalf of the supplier.

Article 6. Warranty / After-sales Service and Performance Security

a) The Supplier warrants that all items furnished hereunder are new and unused.



Terre des hommes

جمعية أطفال الأرض
TERRA DEI HOMINUM

This contract is made of 3 (Three) pages, printed in 3 (Three) copies in English language

For the contracting authority:

TdH It
Miriam Ambrosini

Date:

5-7-19

M. Ambrosini S.M.

Signature and Stamp



For the contracting company:

BALEN MARKET
Baleen Mohammed Mulood

Date: 5-7-2019



Signature and Stamp

FRAMEWORK CONTRACT 2020/006

Refreshment and cleaning materials

The present contract is entered into and between

Between	Terre des Hommes Italia Represented by Ms. Miriam Ambrosini (Country Representative) (Hereinafter called "the Contracting Authority" or "Client") of the one part
And	BALEN BALEN MOHAMED MAULOOD

CONTRACT SPECIAL CONDITIONS

Article 1. Preamble

WHEREAS the Client wishes to supply Refreshment and cleaning materials

WHEREAS the Supplier represents that it is qualified, ready, willing and able to perform the supply on the terms and conditions set forth in this Contract;

WHEREAS all parties to this Contract shall uphold and abide by the principles and provisions embodied therein;

By signing of this contract the Supplier becomes obliged to execute and complete supply and remedy all possible defects on the interventions being subject of this Contract.

Article 2. Subject of Contract

The Supplier shall supply stationary as per detailed description set out in the Contract Special Conditions Article 13. Technical Specifications.

Article 3. Delivery

The supplier is requested to deliver the items to TdH Italy office in Ankawa (Erbil) according with the date of the purchase order. The delivery service is free of charge.

Article 4. Amount of the Contract and Invariability of the Contract Sum

The whole value of this contract is estimated to 45,000 USD (ten thousand USD). This sum is only an estimation. The effective amount to be purchased will be calculated on the effective purchase order. No additional costs can be claim by the supplier out from the ordered items.

In the framework on this contract the supplier committee to apply the prices stated in the request for quotation and included in ANNEX 1 of this contract. In case the supplier needs to apply different prices because of any external factor, he will have to inform the client as soon as possible. For major variation the contract might be terminated.

In case of purchase of additional item not listed in ANNEX 1 the supplier will be requested to provide a quotation applying his best and most competitive price or anyway a price in line with the other items required.

Import duties are not included in the above mentioned Total Contract Sum and shall not be charged by the Supplier to the Client. The Client cannot accept any financial obligations regarding changes of the contracted amount that could be caused by legitimate changes in customs and tax regulations.

Article 5. Payment Conditions and Modalities

Payment shall be conditional to the submission by the Supplier to the Client of the requested supplies, together with invoice with the requested sum. The payment will be made by cheque in USD or IQD within a period of 60 days from the issue of the invoice.

Article 6. Warranty / After-sales Service and Performance Security

- The Supplier warrants that all items furnished hereunder are new and unused.
- The Supplier warrants that all the items furnished hereunder shall conform fully with all requirements of this contract, shall conform to approved samples, if any, submitted against this requirement, shall be fit for the use for which they are intended, and shall be free from defects in material, workmanship and/or design.

Article 7. Law and Settlement of Disputes

Iraqi law shall govern the performance of the Contract. All disputes arising out of the performance of this Contract and which cannot be amicably settled shall be referred to Iraqi Courts.

Article 8. Client Right to Terminate Contract

The Client may terminate the Contract if the Supplier should be adjudged a bankrupt, or if he becomes insolvent, or if he persistently disregards the instructions of the Client or if he has committed any other breach of this Contract. In such event the Client may withhold any sums due to the Supplier without prejudice to any other rights, which it may have in law or equity.

Article 9. Technical Specifications and price

For the full list of items and related prices kindly look at annex 1 of this contract

The items listed in annex 1 shall be considered a sample not exhaustive, yet they cover the general didactic/ activities needs of the project.

Whenever the Client need to purchase any item, a request and/or a purchase order will be issue, specifying the kind of items and quantity needed as well as the expected day of delivery.

For the purchase of items not listed in annex 1, kindly refer to article #4.

Article 10. Validity of the Present Contract

- a) The present contract comes into force from the date of signing by the parties until December 31st 2020.
- b) If either of the parties does not fulfill the obligations stipulated in the present Contract, each party has the right to terminate the present Contract by giving a written notice informing the defaulting party of the violation of the Contract and the latter has not remedied to the default.

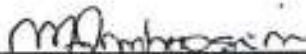
This contract is made of 2(two) pages, printed in 2 (two) copies in English language

Signed in Erbil on February 15th 2020

For the contracting authority:
TdH It Country representative
Miriam Ambrosini
Signature and Stamp

For the contracting company
BALEN MOHAMED MAULOOD

Signature and Stamp





1. Parties

- 1.1. This Agreement is entered into between **Tearfund** (hereinafter referred to as Tearfund), registered at Villa No. 157, English Village, Erbil and **Balen Market** (hereinafter referred to as the Supplier), registered at Ankawa, Khabat ST., Erbil.

2. Scope of Agreement

- 2.1. Tearfund has selected the Supplier for providing **Cleaning materials, Mobile scratch card, refreshments and other office / Guesthouse supplies**, and the Supplier is willing and able to provide the goods as specified and agreed to in tender document **TF-IRQ-EPR02192ERB-2019-003**, in accordance with the terms and conditions of this agreement.
- 2.2. The maximum value that can be spent under this Agreement is **IQD 17,800,000 (Seventeen million and eight hundred thousand IQD)**. However, Tearfund does not guarantee any amounts until a **Purchase Order** is issued and signed by both Parties.

3. Duration of Agreement

- 3.1. This Agreement shall commence on the date the Tearfund representative has signed this Agreement and continue for a period of one calendar year.
- 3.2. Tearfund may extend this Agreement by a further period of up to six months by giving written notice to the Supplier of its wish to extend this Agreement.

4. Entire Agreement

- 4.1. This Agreement document, duly authorized by the Supplier and by Tearfund, constitutes the entire Agreement between Tearfund and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties made prior to the commencement of this Agreement.
- 4.2. This agreement adheres to Tearfund's principles as well as a number of other donors' principles including but not limited to OFDA/USAID (the Office of U.S. Foreign Disaster Assistance) and ECHO (European Civil Protection and Humanitarian Aid Operations).

5. Provision of the Service

- 5.1. The Supplier shall undertake all work in accordance with all terms and conditions laid out in this Agreement.
- 5.2. Neither party is obligated to conduct any activity unless and until a **Purchase Order** is issued by Tearfund to, and accepted by the Supplier, confirmed by signing by both parties.
- 5.3. Any changes to this Agreement must be agreed in writing between Tearfund and the Supplier prior to the amendment being made to the Agreement.
- 5.4. The Supplier shall ensure that it is operating within the national legislation and has the proper legal status from the relevant authorities to undertake this contract in Iraq.
- 5.5. The Supplier shall undertake the work in this Agreement with due care and diligence in accordance with the mutually agreed-upon budget and timeframe.
- 5.6. Tearfund will oversee the work undertaken by the Supplier including having regular communication with the Supplier to ensure the smooth operation of this Agreement.




[Handwritten signature]

The following signatures are the representation of both parties understanding and commitment to the aforementioned roles and responsibilities. This Agreement shall commence on the date stipulated in Section 3 of this Agreement.

SIGNATURES OF PARTIES

On behalf of Tearfund

Signature: 
Name: Alice Uliche
Title: Head of Support Services
Acting CD
Date: 4/12/19


On behalf of the Supplier

Signature: 
Name: Balen Mohamed Mawlood
Title: owner
Date: 9-12-2019




SIGNATURES OF WITNESSES

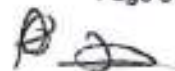
On behalf of Tearfund

Signature: 
Name: Dora Robin
Title: Logistics Manager
Date: 4/12/2019

On behalf of the Supplier

Signature: 
Name: Hamzaan Sleman Sath
Title: Staff
Date: 9-12-2019





Supplier Copy



**FRAMEWORK AGREEMENT
For Supply of Kitchen and office supplies
Reference # FD-ERL-00222**

Between:

Action Against Hunger "Action Against hunger" Mission in Iraq

Address: KRI, Erbil, Ainkawa, Hediab District, Villa 240/1/664b, plot 232/3, Ainkawa, Erbil

Represented by **Faisal Khan** – Logistics Head of Department who shall be known hereof as "Action Against Hunger or ACF", on one part,

And

Balen Market

Address: Erbil -Ainkawa

Tel: 0750 483 6968

Email: balenmarket1@gmail.com

Represented by Mr Balen Mohammed who shall be known hereof as "the supplier", as the other part

Both parties hereby agree to the following conditions:

Article 1 Preamble

This Framework Agreement between Action Against Hunger and the supplier follows the quotation request on March 1st 2020 concerning the supply and delivery of Supply of Kitchen and office supplies in Erbil.

The Framework Agreement shall come into effect on **September 1st 2020**, and will be valid for one (1) year, for the supply of goods listed in **Appendix D**.



31/8/2020
F

Article 13 Order of precedence of documents

The agreement made up of the following documents, in order of precedence:

1. The present agreement
2. The appendixes to the present agreement

This Agreement constitutes the entire agreement between the Supplier and Action Against Hunger and supersedes all prior agreements or arrangements regarding the subject matter hereof. This Agreement shall not be modified or amended without specific written agreement to that effect, signed by both parties. No oral statements of any person, whom so ever shall, in any manner or degree, modify or otherwise affect the terms and provisions of this Agreement.

Done in English, in Erbil in Three originals copies, two original being for Action Against Hunger and one original being for the supplier.

Contract Acknowledgement Statement in Arabic or Kurdish:

أنا أقر بأني قرأت و فهمت مضمون العقد و وافقت على

Contract Acknowledgement Statement:

English is the standard working language within Action Against Hunger-France, Kurdistan Region of Iraq. The supplier and/or contractor understand this contractual component and agree to read, understand and approve the terms of this contract in English. The supplier and/or contractor must therefore write his/her full name and write below in Kurdish or Arabic that "he/she have read and understood the content of this contract and agrees to the terms of this contract" and sign.

Action Against Hunger Representative/ Logistics:	Action Against Hunger Finance :	The supplier:
Name: Faisal Khan Title: HOD Logistics Date: 31-8-2020 Signature:  Stamp: 	Name: M. Saleh O.B. HOD Date: 31/8/2020 Signature:  Stamp: 	Name: Balon Mohammed Maul Date: 31-8-2020 Signature:  Stamp: 

Note: The representatives have to endorse all the pages of the agreement. Initials of the representatives are sufficient.



Fourth AMENDMENT # [FWA-004-2018-Off Supplies-NRC-Iraq/004]-

Office Supplies

Contract Number FWA-004-2018-off supplies- NRC-Iraq	Company Name Balen Market	Company Resource No 10816	Amendment Number FWA-001-2018-Off Supplies-NRC-Iraq/003
Original Contract Start and End Date 3 rd Dec 2018 - 2 nd Dec-2019	Amendment Reason Contract Extension	First Amendment Duration 2 nd Dec-2019 to 28 th Feb 2020	Second Amendment Duration 29 th Feb 2020 to 30 th April 2020
Third Amendment Duration 1 st May 2020 to 30 th Oct 2020	Fourth Amendment Duration 31 st Oct 2020 to 31 st Mar 2021		

This Contract Amendment is made Effective on the [31st Oct 2020]

[Office Supplies]

Whereas both Parties had signed an agreement for [Office Supplies], contract # [FWA-004-2018-Off Supplies-NRC-Iraq], dated [3rd Dec 2018] and valid until [2nd Dec 2019]. And whereas both parties had agreed to extend the terms of the contract under the first contract amendment [FWA-004-2018-Off Supplies-NRC-Iraq/001], dated [2nd Dec 2019] and valid until [28th Feb 2020], second contract amendment [FWA-004-2018-off Supplies-NRC-Iraq/002], dated [29th Feb 2020] and valid until [30th April 2020], third contract amendment dated to [1st May 2020] and valid until [30th Oct 2020], and fourth contract amendment dated, [31st Oct 2020] and valid until [31st Mar 2020].

NOW, THEREFORE, the parties hereby agree to amend the terms of the agreement as follows:

- 1- To Extend the duration of the agreement from 31st October 2020 to 31st March 2021.
- 2- All other terms and conditions stated in the initial agreement (FWA-004-2018-Off Supplies-NRC-Iraq), shall remain the same and unchanged.

Agreed between:

On behalf of the Norwegian Refugee Council

Name : Subhash Jadhav

Position : Acting Country Director

Signature : 

Date :
Stamp :



On behalf of Balen Market

Name : Balen Mubamed

Position : owner

Signature : 

Date : 11/11/2020
Stamp :



Please notice the remarks for Framework agreements

يرجى الانتباه الى ملاحظات الاتفاقيات الإطارية

FRAMEWORK AGREEMENT الاتفاق الإطاري

Issued number: **CORDAID/IQ/LC/2021-9**

Between

**Balen Market
Iraq-Erbil-Ankawa**

Hereinafter referred to as the Supplier

And
**Cordaid
Iraq-Erbil-Ankawa**

Hereinafter referred to as the Buyer

ما بين

بالتين ماركييت
العراق-اربييل-دريم ستي

يشار إليها فيما يلي باسم المورد

و
منظمة كوردايد
العراق- اربيل-عنكاوه

يشار إليها فيما بعد باسم المشتري

General terms:

1. This framework agreement refers to the (tender or RFQ) for the goods and/or services dated **20/12/2020** and the Suppliers quotation submitted in (date **27/12/2020**)
2. The period of the framework agreement is valid from **12/1/2021** until **31/12/2021**
3. The Supplier will respect and adhere to the Supplier Code of Conduct (see Annex 1).
4. The framework agreement refers to the goods/services which are listed in Annex 2 (List of goods and/or services)
5. For all terms and conditions not mentioned herein, the conditions outlined in the tender and/or RFQ apply.

شروط عامة:

1. تشير هذه الاتفاقية الإطارية إلى (العطاء أو طلب عرض الأسعار) للسلع و / أو الخدمات بتاريخ **20/12/2020** وعروض الموردين المقدمة في (التاريخ **27/12/2020**)
2. مدة الاتفاقية الإطارية سارية من **12/1/2021** حتى **31/12/2021**
3. سوف يحترم المورد مدونة قواعد سلوك الموردين / المجهزين ويلتزم بها (انظر الملحق 1).
4. تشير الاتفاقية الإطارية إلى السلع / الخدمات المدرجة في الملحق 2 (قائمة السلع و / أو الخدمات)
5. بالنسبة لجميع البنود والشروط غير المذكورة هنا ، تنطبق الشروط الواردة في المناقصة و / أو طلب عرض الأسعار.



Severability clause:

18. If there is an invalid provision in this agreement, the remaining provisions shall remain unaffected. Both parties commit themselves, to find a valid regulation, which comes as close as possible to the meaning or content of the invalid regulation.

18. في حالة وجود حكم غير صالح في هذه الاتفاقية ، تبقى الأحكام المتبقية غير متأثرة. يلتزم كلا الطرفين ، لإيجاد لائحة صالحة ، والتي تأتي أقرب ما يمكن إلى معنى أو محتوى اللوائح غير الصالحة.

This agreement comes into force with signature and stamps of all parties.
تدخل هذه الاتفاقية حيز التنفيذ بتوقيع وختم جميع الأطراف.

For The Buyer (Cordaid) / المشتري

The Supplier / المورد

Name / الاسم : Sant.pali

Name / الاسم : Balen Manamed

Title / العنوان الوظيفي : DCU

Title / العنوان الوظيفي : owner

Signature / التوقيع : [Signature]

Signature / التوقيع : [Signature]

Date / التاريخ : 12/1/2021

Date / التاريخ : 12-1-2021

Stamp
الختم



Stamp
الختم



Annexes

Annex 1: Supplier Code of Conduct
Annex 2: Goods/Services List

المرفقات



الملحق 1: مدونة قواعد سلوك الموردين / المجهزين
الملحق 2: قائمة السلع / الخدمات

BLANKET PURCHASE AGREEMENT NUMBER: IRAQ-SA-2021-004

Supplying Kitchen and Cleaning Material for Erbil Office - IRAQ

Pursuant to Blumont Global Development (or "Blumont") Contract with "BALEN MARKET" (or "Contractor") agrees to the following terms of a Blanket Purchase Agreement ("BPA") with Blumont as follows:

- (2) **DESCRIPTION OF AGREEMENT:** Blumont may order the below services/products under this BPA. All orders placed against this BPA are subject to the terms and conditions of the prime award, except as noted below:
- (a) The Contractor shall provide **Kitchen and Cleaning Material for Erbil Office - IRAQ** as per the terms and conditions of the Blumont solicitation and the contractor's offer dated **OCTOBER 10, 2020** and attached **Annex (1-1)**.
 - (b) The Period of performance of the agreement will be **January 24, 2021 up to September 28, 2021**.
 - (c) The Shops shall provide **Kitchen and Cleaning Material for Erbil office- IRAQ** and Blumont will submit the Order letter as per the need and the once the vendor received the approved Order letter within **(3) three days** should deliver the required material
- (3) This BPA does not obligate any funds
- (4) **EXTENT OF OBLIGATION:** Blumont is obligated only to the extent of authorized purchases actually made under the BPA.
- (5) **PURCHASE LIMITATION:** The ceiling amount of this BPA is **USD 9,500.00 (NINE THOUSAND AND FIVE HUNDRED USD)** from starting date of the contract up to **September 28, 2021**.
- (6) **PERIOD OF PERFORMANCE:** This BPA expires on **September 28, 2021** or at the end of the Blumont Prime Grant (Contract) period whichever is earlier. This agreement may be terminated upon **(10) Ten days** written notice by Blumont and **(30) Thirty days** written notice By the Shop Owner.
- (7) **DELIVERY:**

#	DESTINATION	DELIVERY SCHEDULE/DATES
1	Erbil- Organization's Office	As Per Order Letter

(8) The following office is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
Erbil - IRAQ	Mohammed A. Fouad +964 07517893040 mfouad@blumont.org



(12) The terms and conditions included in this BPA apply to all purchases made pursuant to it.

(13) PROGRAM AWARD NO. AND PROJECT CODE:

PROGRAM AWARD NO.	PROJECT CODE
SHARED	SHARED

Orders of Blumont shall become effective after the acceptance of/acknowledgment of the Contractor. Otherwise, Blumont will award the Order to another BPA holder.

SIGNATURES

ON BEHALF OF BLUMONT

ON BEHALF OF THE CONTRACTOR

BALEN MARKET



Digitally signed
by Griffin Allison
Date: 2021.01.24
15:48:51 +03'00'

Signature & Date

NAME: Griffin Allison

TITLE: Program Analyst

24 - Jan - 2021 

Signature & Date

NAME: Balen Mohammed Mawlood

TITLE: Owner Representative



Framework Agreement

This Framework Agreement is between "Balén Market" referred to as "Supplier" and "SEED FOUNDATION" referred to as "SEED" throughout this agreement.

SEED Foundation

Address: Empire Business Towers, Tower 3, floor 20. Erbil, Kurdistan Region of Iraq

Balén Market

Address: Khabat Street, Ainkawa, Erbil, Kurdistan Region of Iraq

CONTRACT SPECIAL CONDITIONS

Article 1. Preamble

WHEREAS the supplier wishes to supply office supplies.

WHEREAS the supplier represents that it is qualified, ready, willing, and able to uphold the terms and conditions set forth in this agreement;

WHEREAS all parties to this agreement shall uphold and abide by the principles and provisions embodied therein.

By signing this contract, the Supplier becomes obliged to execute and complete supply and remedy all possible defects on the interventions being subject to this agreement.

Article 2. Subject of Agreement

The contractor agrees to provide SEED the goods set out in Annex A: per the description of goods and or items. The contractor shall be entitled to invoice SEED on or at any time after delivering of the items and goods, as the case may be, and each invoice shall quote the number of the order.

Article 3. Duration

The duration of provision of this agreement is for 12 months from January 12th, 2021 to January 12th, 2022 which shall commence effectively from the agreement signature date unless this Framework Agreement is terminated early in accordance with the terms of this Framework Agreement, or is extended upon agreement by the Parties.





seed foundation
Social Educational Economic Development

- b) If either of the parties does not fulfill the obligations stipulated in the present agreement, each party has the right to terminate the present agreement by giving a written notice informing the defaulting party of the violation of the agreement and the latter has not remedied the default.

Article 161. Child Protection Policy

The supplier should adhere to a child protection policy that prohibits any child labor (Children under the age of 18 years).

**This contract is made of 3 (Three) pages, printed in 3 (Three) copies in the English language
Signed in Erbil on January 12th, 2021.**

For the contracting authority:
SEED Foundation
Vice President: Tanya Gilly Khailany

Signature and Stamp

For the contracting company:
Balen Market
Balen Mohammed

Signature and Stamp



**AGREEMENT
BETWEEN
THE INTERNATIONAL REPUBLICAN INSTITUTE
AND
BALEN MARKET**

This Agreement ("Agreement") is between the International Republican Institute ("IRI"), Suite 800, 1225 Eye St., N.W., Washington D.C. 20005 and Balen Market ("Contractor") Ankawa, Xabat St., Arca 41, Iraq, Erbil.

The Contractor, an independent party, agrees to provide goods, deliverables, and/or services to IRI as outlined in the "Scope of Work" set forth herein as Attachment A. The cost of this Agreement shall not exceed 22,500,000 IQD (approx. 15,427 USD) per year and a maximum of 112,500,000 IQD (approx. 77,138 USD). Attachment A further describes Scope of Work, payment terms, and points of contact for the Agreement.

The term of this Agreement shall be one year from the date of signature, with the option to extend for up to five years, in one-year increments. Contractor is fully responsible for the payment of any taxes, duties, royalties, fees, or other charges arising from or related to the work performed under this Agreement whether levied or assessed against IRI, IRI Funders, or Contractor and upon any basis (labor, materials, equipment, services, profits, revenue, or other basis) including all municipal, state, county, local and federal taxes, and all sales, use, and personal property taxes. IRI shall not be responsible for the withholding of any taxes or levies, nor to pay for or to provide Contractor any benefits of any type.

This contractual document may be executed in counterparts, each of which shall be deemed an original, and that each counterpart may be delivered by electronic means with the same force and effect as an original signature. Contractor's (or Contractor's representative's) signature below constitutes agreement to, acceptance of, and compliance with the Attachment A "Scope of Work and Payment Terms", Attachment B "Basic Terms and Conditions" set forth on the following pages of this Agreement and Attachment C "Funder Flow-downs" made a part thereof.

FOR IRI

DocuSigned by:
Carrie Reasonover
Carrie Reasonover
MENA Division Regional Deputy Director

Date: 3/11/2021 | 1:18 PM PST

For non-US contractors only: I certify that I am not and/or the organization I represent is not a US entity. Further, the income derived from IRI by me/the organization I represent is not connected with the conduct of a trade or business in the United States and as such is not subject to US tax withholdings.

Signature: [Signature] Name: Balen Mohammed Mawlood

FOR CONTRACTOR

[Signature]
Balen Mohammed Mawlood
Owner

Date: 14-3-2021

Date: 14-3-2021

[Signature]

BM



Contract for Supply Kitchen Supplies and Cleaning Materials to CRS Offices

عقد تجهيز مواد تنظيف و تجهيزات مطبخية الى مكاتب هيئة الاغاثة الكاثوليكية

Contract No# IQ.21.6321B

رقم العقد : IQ.21.6321B

This CONTRACT (the "CONTRACT") is entered by and between:

حزر هذا العقد (" العقد ") بين كل من:

- **Catholic Relief Services - United States Conference of Catholic Bishops**, headquartered at 228 West Lexington Street, Baltimore, Maryland, USA, with a representative office in: Iraq –Erbil –Ainkawa –Mahalet Hadiab –House# 240/02/467 behind St. Joseph church Represented by **Mr. Davide Bernocchi Country Representative of Catholic Relief Services**. (hereinafter referred to as "CRS") and;

- **هيئة الاغاثة الكاثوليكية - الولايات المتحدة الامريكية اتحاد الاساقفة الكاثوليك**، وانكاتب مقرها في 228 West Lexington Street, Baltimore, Maryland, USA, في العراق - اربيل - عينكوه - محلة حنياب رقم الدار 467/02/240 ويمثلها في هذا العقد السيد / دافيدي بيرنوكي بصفته ممثل هيئة الاغاثة الكاثوليكية (ويشار إليها فيما يلي بـ "هيئة الاغاثة الكاثوليكية") و؛

- **Balen Market represented by Mr. Balen Mohammed Mawlood - Address: Iraq, Erbil, Ainkawa - Iraqi Passport No.# A8007342**

- اسواق به لين ويمثلها السيد به لين محمد مولود - عنوانه : العراق، اربيل، عينكوه و يحمل جواز السفر العراقي المرقم (A8007342)

Commercial record: 5772 and Tax ID: 13107 (hereinafter referred to as "Contractor").

سجل تجاري: 5772 وبضاعة ضريبية رقم: 13107 (ويشار إليه فيما بعد بـ "المقاول")

Preamble

تمهيد

Whereas CRS is a non-profit organization that alleviates suffering and helps people in need in more than 100 countries, without regard to race, religion or nationality and desires to benefit from a professional Contractor to perform services prescribed in the Scope of Services (Attachment 1);

حيث ان هيئة الاغاثة الكاثوليكية تعد من المنظمات التي لا تستهدف الربح وتقوم باغاثة ومساعدة الكثير من المحتاجين في أكثر من 100 بلد على مستوى العالم دون النظر الى العرق، الدين أو الجنسية وترغب في الاستفادة بخدمات مقاول محترف لتنفيذ الأعمال المنصوص عليها في الملحق رقم (1) الخاص بنطاق الخدمات.

Whereas Contractor has the capabilities to perform all services prescribed in Attachment (1) with full efficiency and adhering to the highest standards of ethics and integrity.

وحيث ان المقاول يمتلك من المهارات والإمكانيات التي تؤهله لتنفيذ الخدمات المنصوص عليها في الملحق رقم (1) بكفاءة والالتزام بأعلى مستويات النزاهة والأمانة.

Whereas the following attachments constitute an integral part of this contract:

و حيث تعتبر المرفقات التالية جزءاً لا يتجزأ من هذا العقد:

Attachment (1): Scope of Work & Prices Table
Attachment (2): Code of conduct – CRS Consultants and Contractors

المرفق (1): نطاق العمل وجنود الأسعار

المرفق (2): قواعد السلوك - الاستشاريين والمقاولين العاملين مع هيئة الاغاثة الكاثوليكية.

Therefore, both Parties agree to enter this Contract with the following terms and conditions:

لذلك فقد اتفق الطرفان على التعاقد وفقاً للشروط والبنود الآتية:



CRS
PROCUREMENT

<p>Catholic Relief Services: By: <u>Baher Bahay</u> Date: <u>May 5th 2021</u> Title: <u>H.O. Ops</u></p> <p>Contractor: By: <u>Balen Market</u> Date: <u>17 May 2021</u> Name: <u>Balen Muhammad</u></p>	<p>هيئة الإغاثة الكاثوليكية:</p> <p>الإسم: _____ التاريخ: _____ الصفة: _____</p> <p>المقاول:</p> <p>الإسم: _____ التاريخ: _____ الصفة: _____</p>
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 **OCRS**
PROCUREMENT

FRAMEWORK AGREEMENT- ACTED IRAQ**DATE:** 01/03/2021**DESCRIPTION OF CONTRACT :** FRAMEWORK AGREEMENT FOR KITCHEN SUPPLIES**CONTRACT REFERENCE N°:** FA/10MULT/KITCHEN SUPPLIES/ERBIL/01032021/001

The Agency for Technical Cooperation and Development (ACTED) representation in Iraq, having its address at **4 Towers, Building B - 5th Floor, Ainkawa, Erbil, IRAQ** hereafter referred to as the "Contracting Authority", represented by **MARIE-ALBANE MARECHAL**, Country Representative on one side and

Balen Market, a shop organised under the laws of Republic of IRAQ having its address at **Ankawa – Khabat Street, Erbil - Iraq** registered under the shop registration No.: 5772 and represented for the purposes of this Contract by **Balen Mohammed Mawlood**, hereafter referred to as the "Supplier", on the other side,

WHEREAS the Purchaser has received a bid for the production and supply of Kitchen supplies by the Supplier and has accepted it for the provision of these goods.

Article 1: Product Specifications:**1.1. Product summary**

Description:	ONE YEAR FRAMEWORK AGREEMENT FOR THE SUPPLY OF KITCHEN SUPPLIES
Product category:	SUPPLIES
Country of origin:	IRAQ
Product stage:	FINAL
Price:	AS PER ANNEX A
INCOTERM	DDP ACTED ERBIL OFFICE

1.2. Detailed product specifications

As per Annex A

- Wherever applicable, all the goods will be provided complete with the necessary accessories and/or parts so as to ensure that they are fully functional and capable of being put to immediate use.
- All goods to be supplied will be of the same manufacturer and series (if not the Purchaser must be notified by in writing beforehand). For all, the Supplier has to provide with user's instructions in English or Kurdish.
- The Supplier will furnish the Purchaser with registration document/custom clearance/certification/quality certificate to the relevant government agency, copy of his registration at the relevant Chamber of Commerce, copy and scan of the passport of its legal representative.
- The Supplier has to provide all necessary documentation, detailed technical specification, certificate of origin, manufacturer authorisation for all goods listed in Article 1 and hereby certify that they comply with the legal requirements in the country for them.

Article 2: Specific conditions

- ACTED hereby appoints the Supplier to provide kitchen supplies as mentioned in Annex A for a period of 1 year from the date of signing, meaning this contract will be valid from 01/03/2021 to the 28/02/2022.
- The prices indicated in Annex A should be inclusive of all statutory taxes and duties and all other fees related to the delivery of the goods.



Title to all property received by the Supplier from the Purchaser, including all Proprietary Information, shall remain at all times the sole property of the Purchaser, and this Agreement shall not be construed to grant to Supplier any patents, licenses or similar rights to such property and Proprietary Information disclosed to Supplier hereunder.

Supplier shall, upon request of the Purchaser, return to the Purchaser all documents, drawings and other tangible materials, including all Proprietary Information and all manifestation thereof, delivered to the Supplier, and all copies and reproductions thereof.

Any breach by the Supplier of any of the Supplier's obligations under this Contract will result in irreparable injury to the Purchaser for which damages and other legal remedies will be inadequate. In seeking enforcement of any of these obligations, the Purchaser will be entitled (in addition to other remedies) to preliminary and permanent injunctive and other equitable relief to prevent, discontinue and/or restrain the breach of this Contract.

In any dispute over whether information or matter is Proprietary Information hereunder, it shall be the burden of the Supplier to show either that such contested information or matter is not Proprietary Information within the meaning of this Contract, and that it does not constitute a trade secret under the law of Kurdistan Region of Iraq.

In the event of any disparity or conflict between the provisions of such agreements, the provision which is more protective of Proprietary Information shall control.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have executed this Agreement at the date shown above.

Supplier's signature:
Balén Mohammed Mawlood
Balén Market

Signature & stamp: _____



ACTED Country Representative signature:
Marie - Albane MARECHAL

Signature: _____

ACTED Country Logistics Manager's signature:
Louis VILLAREAL

Signature: _____

ACTED Country Finance Manager's signature:
KATHERINE VIZCAINO

Signature: _____

FRAMEWORK AGREEMENT
Guest House and Office supplies
الاتفاقية الأطارية
لوازم دار الضيافة والمكتب

Reference: FD-ERS-00021-001 المرجع:

Between

بين كلا من
الطرف الأول

For **SOLIDARITES INTERNATIONAL**,
Represented by: Thomas Janny
Position: Middle East Desk Manager

لـ (منظمة سوليداريتي منظمة سوليداريتي انترناشيونال)
ممثلة بـ: توماس جاني
المناصب: مدير مكتب الشرق الأوسط

For **SOLIDARITES INTERNATIONAL – Irak Mission**
Represented by: Monika Kolomaznikova
Position: Country Director

لـ (منظمة سوليداريتي منظمة سوليداريتي انترناشيونال – بعثة العراق)
ممثلة بـ: مونيك كولومازنيكوف
المناصب: المدير القطري

hereinafter called "SOLIDARITES-INTERNATIONAL",

فيما يلي يسمى (منظمة سوليداريتي منظمة سوليداريتي انترناشيونال)

و

AND

BALEN MARKET
hereinafter called "The Supplier"
Represented by Balen Mohammed
Address: Ainkawa, Erbil, Iraq
Phone: +964 750 483 6968

بلين ماركيت
فيما يلي يسمى "مزود الخدمة"
ممثلة بـ: بلين محمد
العنوان: علكوة اربيل، العراق
رقم الهاتف: +964 750 483 6968

Both parties hereby agree on the following conditions:

اتفق كلا من الطرفين فيما يلي على الشروط التالية:

1. PREAMBLE

مقدمة

This Framework Agreement between SOLIDARITES INTERNATIONAL and the Supplier follows the invitation to provide quotation for the supply of office and guest house supplies for SOLIDARITES INTERNATIONAL, located in Ainkawa, Erbil, Iraq.

يتأتى هذا العقد المبرم بين منظمة سوليداريتي الدولية والمورد عقب الدعوة لتقديم عرض لتزويد مواد لمنظمة سوليداريتي الدولية التي تقع في منطقة علكوة اربيل، العراق.

This Framework Agreement creates an independent contractual relationship between the Supplier and SOLIDARITES INTERNATIONAL and does not in any way, convey or intend to convey an employer/employee relationship between the Supplier and SOLIDARITES INTERNATIONAL. Further, this Framework Agreement does not give the Supplier any right to obligate SOLIDARITES INTERNATIONAL, and/or make any representations on their behalf, without express written consent.

تخلق هذه الاتفاقية الأطارية علاقة تعاقدية مستقلة بين المورد ومنظمة سوليداريتي الدولية ولا تنقل أو تنقل بأي حال من الأحوال أن تنقل علاقة صاحب العمل / الموظف بين المورد ومنظمة سوليداريتي الدولية. علاوة على ذلك، فإن هذه الاتفاقية الأطارية لا تمنح الممثل أي حق في إلزام منظمة سوليداريتي الدولية، و / أو تقديم أي تمهيدات نيابة عنهم، دون موافقة كتابية صريحة.

For SOLIDARITES INTERNATIONAL
عن منظمة سوليدارتي انترناشيونال

Name: Thomas Janny : الاسم:
Position: Middle East Desk Manager : العمل:
Date: Oct 12 2021 : التاريخ:
Signature: : التوقيع:



For the Supplier عن المورد

For SOLIDARITES INTERNATIONAL
عن منظمة سوليدارتي انترناشيونال

Name: Monika Kolomaznikova : الاسم:
Position: Country Director : العمل:
Date: 20/10/2021 : التاريخ:
Signature: : التوقيع:



Name: Balen Mohammed : الاسم:
Position: owner : العمل:
Date: 21-10-2021 : التاريخ:
Signature: : التوقيع:



Framework Agreement FWA

Contract Number: IRAQ-ERBIL- FWA-2022-001
Watchdog Check #: 4602625238 / 4602625224
Project code: Various

This Contract is concluded between:

Vendor:

Name: Balen Market
Erbil, Iraq

Hereinafter referred to as the Vendor;

Buyer:

Norwegian Refugee Council (NRC) in IRAQ
Ekhlis Empire Building, Beside Hogir Fuel station Korani Ankawa Area , 100 m Street- Erbil ,
IRAQ

Hereinafter referred to as NRC;

Together NRC and the Vendor are referred to as the Parties;

The Parties hereby agree to carry out their respective responsibilities in accordance with the provisions of this Contract and its Annexes which form an integral part of this Contract:

This Contract supersedes all prior oral or written agreements, and constitutes the entire Contract between the Parties for this subject matter.

1 COMMUNICATION

- 1.1 Any notice, adjustment, approval, consent or other communication in relation to this Contract must be in writing, signed, dated and marked to the representative of the Parties.
- 1.2 The language for official communication between the Parties shall be English.

2 CONTRACT MANAGEMENT

- 2.1 The Vendors contact person for the management of this contract is:

Balen Muhammed Maulud , Proprietor Balen market
Balenmarket1@gmail.com 07504836968

- 2.2 The NRC contact for the management of this contract is:

- Zhala Jaff (Logistics Manager) zhala.jaff@nrc.no
- Tara Yaseen (Admin Officer) tara.yasien@nrc.no



40.2 In the event that the Parties are unable to resolve the dispute they shall commit to submit their dispute final to arbitration in accordance with the UNCITRAL rules.

40.3 The contract shall be construed and enforced in accordance with general principles of commercial law.

41 AMENDMENTS

41.1 No change in or modification of this Contract agreed items, price or time shall be accepted or paid for unless it has been agreed in writing between the Parties and incorporated into this Contract by an amendment duly signed by the authorised representatives of the Parties.

42 NOTICE

42.1 Service of any notice shall be deemed to be good if sent by registered mail, fax or by cable to the addresses of both parties, set out in the heading of this Contract.

43 OVERRIDING CLAUSE

43.1 In the event of any conflict or inconsistencies between the clauses in this contract or any other document attached which forms part of the Contract, this main contract document shall prevail.

44 ACCEPTANCE AND ACKNOWLEDGEMENT

44.1 The Parties hereby accept the terms and conditions of this contract and its integral annexes and schedules.

44.2 The effective date of this Contract shall be the date the authorised representatives of both Parties have signed the Contract.

Agreed between:

NRC REPRESENTATIVE

Name : Rishana Haniffa

Title : Country Director

Date: 18 JAN 2022

Signature: 



VENDOR REPRESENTATIVE

Name *Balen Mohammed*

Title *owner*

Date: 18 Jan 2022

Signature: 





HAMAP Humanitaire NGO Organization Contract for rope access equipment purchase & related

Subject: Purchase of rope access equipment and related items
Tender №: HH – NES – 22 – T1

Parties

This Agreement ("Agreement") for the procurement of rope access equipment and related material is made and entered into effect on the last date of signature by and between HAMAP ("Buyer") and Balen Market ("Seller") individually a "Party", and collectively the "Parties".

The Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller certain tangible property as detailed in with Technical Specifications in Annex 1:

- Annex 1: Technical Specifications of rope access equipment to be provided under this Agreement;
- Annex 2: Sample Pictures of the equipment to be provided,

which will be the binding documents to this Agreement and in accordance with the Seller's Bid and following negotiations.

Therefore, in consideration of the mutual promises herein contained, the Parties hereto agree as follows:

1. Precedence

In case of conflict of information between the different documents related to this contract and the procurement process in which it takes place, the following hierarchy of precedence applies, by order of priority:

- 1) This contract, its annexes, and amendments
- 2) The purchase order, if any
- 3) The seller's latest technical and financial offers,
- 4) The RfP and its amendments and clarifications
- 5) Written communication by e-mail between the parties
- 6) Any other document not specifically mentioned here

2. Payment

Total payment shall be: USD 29,764.50 (Twenty-nine thousand seven hundred sixty-four USD and fifty cents only), notwithstanding adjustments made as per this Agreement.

Seller agrees to the following payment terms:

Payment Schedule:

Payment Method: via Bank Transfer, 100% post-payment and after the complete delivery is done to Erbil office of HAMAP. DDP – Delivery Duty Paid, Incoterms 2020 applies.

Responsibility for Taxes/Fees: All the taxes, fees and its related expenses to delivery of the requested equipment to the final destination: Erbil office of HAMAP Humanitaire will be covered by the Seller.

The Buyer will provide the Seller with custom fees clearance in accordance with KRG law for humanitarian goods.

Responsibility for Transportation costs: All the related expenses to transportation of the requested equipment to the final destination: Erbil office of HAMAP Humanitaire will be covered by the Seller.

Each page of the contract to be initialized and signed



BUYER (HAMAP Humanitaire NGO)	SELLER (Balén Market)
<u>Address:</u> 7 rue de Charenton	<u>Address:</u> Ankawa khabat street
<u>City/State:</u> Alfortville	<u>City/State:</u> Erbil
<u>Country:</u> France	<u>Country:</u> Iraq
<u>Phone #:</u> (+33) 1 43 75 44 68	<u>Phone #:</u> (+964) 75 04 83 69 68
<u>Signature:</u> 	<u>Signature:</u> 
<u>Date:</u> 13-03-2022	<u>Date:</u> 13-3-2022
<u>Title:</u> President	<u>Title:</u> CEO
<u>Print Name:</u> Martine Gernez	<u>Print Name:</u> Balén Mohammed Mawlood



Each page of the contract to be initialized and signed





Contract Amendment PR 1409 Balén Market

Date: 12th of May 2021

This Contract Amendment is entered into force on the 12th of May, 2021 between Norwegian People's Aid, hereinafter referred to as NPA represented by Senada Kahrman – Country Director

AND

Balen Market, hereinafter referred to as the Supplier, represented by Balen Mohammed Mawlood / Market Manager

Short description of contract: Supply of cleaning materials, kitchen supplies and scratch card.

Location/ site: Erbil Office

Amendment duration: 12th of May 2021 – 07th of April 2022.

Reason for amendment: adding additional items as per attached quotation request to the master list of supplies.

Notes: All other terms and conditions of the original contract will remain unchanged

Effective date: 12th of May 2021

On behalf of NPA

Name: Senada Kahrman

Title: Country Director Iraq

Signature:

Contractor

Name: Balen Mohammed Mawlood

Title: Market Manager

Signature:

For the Supplier: Balen Market.
Attention to: **Balen Mohammed Mawlood**
E-mail: balenmarket1@gmail.com
Phone: 0750 483 6968

*This Contract is made in two original English copies and hereby duly signed by both parties
In Erbil,*

For and on behalf of NPA

For and on behalf of Supplier

NAME: *for* Senada Kahrman
Title: Country Director Iraq

NAME: **Balen Mohammed Mawlood**
Title: Market Manager

SIGNATURE: *for Senada Kahrman*

SIGNATURE: *Balen Mohammed Mawlood*

Date: *8/4/2021*

Date: *8-4-2021*



1. Parties

- 1.1. This Agreement is entered into between **Tearfund** (hereinafter referred to as Tearfund), registered at office number 13, Floor 19, Justice Tower, Erbil Iraq, and **Balen Market**, (hereinafter referred to as the Supplier), registered at Brayati Street, Ainkawa, Erbil, Iraq

2. Scope of Agreement

- 2.1. Tearfund has selected the Supplier to carry out **supplying and delivering office supplies and airtime** and the Supplier is willing and able to provide the Good in accordance with the terms and conditions of this Agreement. The full Specification can be found later in this Agreement.
- 2.2. The maximum value that can be spent under this Agreement is **35,000,000** Iraq Dinars (Thirty-five million Iraqi Dinars)

3. Duration of Agreement

- 3.1. This Agreement shall commence on the **22nd of December 2021** and continue until the **31st of December 2022**.
- 3.2. Tearfund may extend this Agreement by a further period of up to one calendar year by giving written notice to the Supplier of its wish to extend this Agreement.

4. Entire Agreement

- 4.1. This Agreement document, duly authorized by the Supplier and by Tearfund, constitutes the entire Agreement between Tearfund and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of the parties made prior to the commencement of this Agreement.
- 4.2. This agreement adheres to Tearfund's principles as well as a number of other donors' principles including but not limited to OFDA/USAID (the Office of U.S. Foreign Disaster Assistance) and ECHO (European Civil Protection and Humanitarian Aid Operations).

5. Provision of the Service

- 5.1. The Supplier shall undertake all work in accordance with all terms and conditions laid out in this Agreement.
- 5.2. The mechanism for the commencement of any work as part of this Agreement is through a **Purchase Order**. Neither party is obligated to conduct any activity unless and until a Purchase Order has been issued by Tearfund and accepted by the Supplier. Upon the signing of the Purchase Order by both parties, all of the obligations of both parties as specified in this Agreement come into effect.
- 5.3. Any changes to this Agreement must be agreed in writing between Tearfund and the Supplier prior to the amendment being made to the Agreement.
- 5.4. The Supplier shall ensure that it is operating within the national legislation and has the proper legal status from the relevant authorities to undertake the project in the country of registration of the Supplier and in the country where the Agreement activities are to take place.
- 5.5. The Supplier shall undertake the work in this Agreement with due care and diligence in accordance with the mutually agreed upon budget and timeframe, taking all reasonable steps to mitigate any health and safety risks incurred by the provision of the services.
- 5.6. Tearfund will oversee the work undertaken by the Supplier including having regular communication with the Supplier to ensure the smooth operation of this Agreement.



15. Counterparts

15.1. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and properly delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

16. Severability

16.1. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the validity or enforceability of any other provisions and conditions, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

17. Officials not to benefit

17.1. The Supplier warrants that no official of the purchaser or related persons have been or shall be admitted by the Supplier to any direct or indirect benefit arising from this Agreement or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of the Agreement.

18. Amendment, waiver, assignment and pledge

18.1. No amendment or other variation of this Agreement shall be valid unless it is in writing, is dated expressly, refers to this Agreement and is signed by a duly authorised representative of each party. The same applies to any waiver of a party's rights, powers or remedies, assignment, transfer or pledge, in whole or in part of any rights or obligations under this Agreement.

=====

The following signatures are representation of both parties understanding and commitment to the aforementioned roles and responsibilities. This Agreement shall commence on the date stipulated in Section 3 of this Agreement.

SIGNATURES OF PARTIES

On behalf of Tearfund

Signature: [Signature]

Name: Corine Verdoodt

Title: Country director iraq and Afghanistan

Date: 21/12/2021

On behalf of the Supplier

Signature: [Signature]

Name: Balen Mohammed

Title: owner

Date: 21-12-2021

SIGNATURES OF WITNESSES

On behalf of Tearfund

Signature: [Signature]

Name: Dara Robin

Title: Logs Busienss Partner - ENA

Date: 21/Dec/2021

On behalf of the Supplier

Signature: [Signature]

Name: Shand Mohammed

Title: Partner

Date: 21-12-2021

