

MINISTRY OF OIL  
MIDLAND REFINERIES CO. (G.CO.)  
(DAURA REFINERY)

**ADVERTISEMENT**

**MIDLAND REFINERIES CO. ANNOUNCES FOR PURCHASING THE MATERIALS AS STATED BELLOW:-**

| REQ . NO  | DESCRIPTION           | QTY        | عدد مرات<br>الإعلان |
|-----------|-----------------------|------------|---------------------|
| 1613/2013 | POUR POINT DEPRESSANT | 40 000 KGS | مرة أولى            |

- THE REQ TO BE SOLD IN( 250000 TWO HUNDRED FIFTY THOUSAND) IRAQI DINAR , UNRETURABLE.
- 2- WE PREFER PRICE IN US DOLLAR AND SHOULD BE CIP BAGHDAD / DAURA REFINERY AND NOT ACCEPTABLE BY LOCAL CURRENCY FOR FOREING REQ.
  - 3- CLOSED (TECHNICAL & COMMERCIAL OFFERS TO BE SUBMITTED SEPARATELY BY DHL & ALL OFFERS THAT SEND BY E-MAIL WILL BE REFUSED.  
\* ALL PAGES OF TECHNICAL & COMMERCIAL OFFER SHOULD NUMBERD WITH ATTACHMENT
  - 4- ALL DOCUMENTS (PROFILE)AND SIMILER CONTRACTS WHICH THEY ACHIEVED ISSUED BY GOVERNMENTAL CONTRACTS MUST BE SUBMITTED BEFORE PURCHASING THE REQ. OR THE OFFERS, FOR( YEAR 2013) AND SHOULD BE STAMPED IN IRAQI EMBASSY/COMMERCIAL ATTACHED IN COUNTRY OF THE COMPANY.OTHERWISE THE OFFER WILL BE REFUSED .
  - 5- THE DELIVERY PERIODSHOULD BE STATED CLEARLY IN DAYS NOT ( FROM – TO )
  - 5- TERMS OF PAYMENT IS BY IRREVACABLE & UN CONFIRMED LETTER OF CREDIT TO BE PAID 100% AFTER THE RECEIPT OF GOODS IN BAGHDAD COMPLETE AND AS ORDERED AND YOU CAN AGREE LATTER FOR ANY PORTION OF PAYMENT BUT AGAINST BANK GUARANTEE , OR BY IRAQI DINAR FOR IRAQI COMPANY,OR BY ABANK TRANSFER FOR ANY COMPANY DESIRE THAT IN CASE OF YOU HAVE ACCOUNT NO. IN ANY DEPENDANT IRAQI BANK .
  - 6- AN UNCONDITIONAL PERFORMANCE BOND OF 5% OF TOTAL AMOUNT OF THE L/C TO BE SUBMITTED WITHIN THE DATE OF SIGNING THE PURCHASES ORDER IN FAVOUR OF (MIDLAND REFINERIES CO.) TO BE RELEASED AFTER THE RECEIPT OF GOODS COMPLETE AND AS ORDERED.
  - 7- THE TOTAL VALUE DELAY PENALTY SHOULD BE APPLIED AND NOT EXCEED 10%.
  - 8- THE BID BOND SHOULD BE SUBMITTED 1% FROM THE TOTAL VALUE OF YOUR OFFER (COMMERCIAL OFFER) AS( LETTER OF GUARANTEE OR CERTIFIED CHEQUE OR BANK GUARANTEE) ORIGINAL COPY ISSUED FROM (TRADE BANK OF IRAQ, DAR ESSALAAM INVESTMENT, ALA ATIMAN ,BYBLOS, MIDDEL EAST,ASHUR INTERNATIONAL BANK FOR INVESTMENT,ECONOMY BANK FOR INVESTMENT & FINANCE) AND RELEASED IMMEDIATELY IN CASE THE REQUEST IS NOT AWARDED TO THE COMPANY . AND SHOULD BE VALID NOT LESS THAN (120 DAYS) THE VALIDITY OF THE OFFERS.  
\* THE CHEQUE & THE BANK GUARANTEE THAT ISSUED FROM AL WARKA BANK , ISLAMIC BILAD,BASRAH INTERNATIONAL BANK ARE NOT ACCEPTABLE.
  - 9- THE COMPANY MUST SUBMIT A COVENANT ENCLOSED WITH THE TECHNICAL OFFER THAT THEY HAVE SUBMITTED ABID BOND WITH COMMERCIAL OFFER AND ( WITHOUT STATING THE AMOUNT OF THE (BID BOND).
  - 10- IRAQI LAWS ARE APPLIED
  - 11- 2.7%OF THE TOTAL VALUE OF THE P/O TO BE DEDUCTED AS TAXES FOR IRAQI COMPANIES.ALSO,IN CASE THE PAYMENT IS IN IRAQI DINAR .FOR NON-IRAQI COMPANIES , THIS AMOUNT WILL BE RETAINED AS TAXES AND WILL BE RELEASED WHEN A TAX DISCHARGE ISSUED BY THE ( IRAQI STATE COMMITTEE OF TAXES ) IN YOUR FAVOUR IS SUBMITTED AND WITHIN (180) DAYS FROM THE DATE OF RECEIPT OF ALL MATERIALS COMPLETE AND AS ORDERED OTHERWISE, THIS AMOUNT WILL BE SENT TO THE (TAX COMMITTEE)
  - 12- 0.002 STAMP DUTY SHOULD BE DEDUCTED.
  - 13- COST OF IMPORT LICENSE (205 000 ID)SHOULD BE DEDUCTED.
  - 14-ORIGIN CERTIFICAT & COMMERCIAL INVOICES SHOULD BE APPROVED BY IRAQI EMBASSY/COMMERCIAL ATTACHED IN COUNTRY OF ORIGIN.
  - 15- IT IS NECESSARY TO PRESENT AUTHORIZATION LETTER FROM THE MANUFACTURER COMPANIES CERTIFIED FROM MINISTRY OF FOREING AFFAIRS OR EMBASSY OR CONSULATE OR THE COMMERCIAL ATTACHED IN COUNTRY OF ORING ( ACCORDING TO THE INSTRUCTIONS OF REQUISITION OF SUPPLYING THE ESPECIAL MATERIALS).
  - 16- THIRD PARTY INSPECTION SHOULD BE PROVIDED FROM (B.V) COMPANY.
  - 17- ALL OFFERS AND CORRESPONDENCES SHOULD BE CLEARLY SIGNED BY GENERAL MANAGER OR HOME ARE OFFICIALLY EMPOWERED VIA POWER OF ATTORNY . THE WEB SITE AND E-MAIL AND THE AUTHORIZED PERSON SHOULD BE STATED CLEARLY OTHER WISE OFFERS SHOULD BE NEGLECTED
  - 18- IN CASE THE SUPPLIER FAIL TO SUPPLY THE REQUESTED MATERIAL AS ORDERED AND ACCORDING TO TECHNICAL SPECIFICATION STATED IN THE PURCHASE ORDER, OUR COMPANY HAS THE RIGHT TO DEDUCT ITS COST AT HIGHEST OFFERED PRICE SUBMITTED BY COMPETITORS IN THE TABLE OF PRICE ANALYSIS FOR SUCH ITEMS.
  - 19- CLOSING DATE IS: - 29 /4/2013 TILL (1:00) O, CLOCK ( NOON)
- NOTE:- YOU CAN FIND THE CONDITIONS OF SUBMITTING OFFERS ON  
WEBSITE: [www.oil.gov.iq](http://www.oil.gov.iq) OR [www.mrc.oil.gov.iq](http://www.mrc.oil.gov.iq)

Hana'a Mahmmmod Aljada  
Technical & Engineering Commission Manager

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# **REQ.NO 1613/2013**

## **PURCHASING SPECIFICATIONS FOR POUR POINT DEPRESSANT**

1- **NAME :**

**POUR POINT DEPRESSANT.**

2- **SPECIFICATION :**

**THE FUNCTION OF THIS COMPOUND IS TO LOWER THE POUR POINT OF PARAFFINIC BASE OIL STOCKS MANUFACTURED IN LUBE PLANT FROM MIDDLE EAST CRUDES ( FROM + 3. + 6°C TO - 6. - 9 C° ) AS WELL AS COMPOUNDED FINISHED LUBRICANTS TO OUR REQUIRED POUR POINT SPECIFICATION . THIS POUR POINT DEPRESSANT SHOULD HAVE RESISTANCE TO POUR REVERSION WHEN THE FINISHED LUBRICANT IS STORED AT LOW TEMPERATURES.**

3- **PACKING :**

**MATERIAL IS TO BE PACKED IN NEW STEEL DRUMS OF 200 LITRE CAPACITY SUITABLE FOR OVERSEAS SHIPMENT AND HANDLING .**

4- **SAMPLE :**

**ONE KG SAMPLE SHOULD BE SUBMITTED BEFORE CLOSING DATE , FOR COMPLETE LABORATORY EVALUATION TEST .**

5- **NOTE :**

**THE PRODUCT SHOULD HAVE NO NEGATIVE EFFECT OR AFFECT THE PERFORMANCE LEVEL WHEN USED WITH MOTOR OILS PRODUCED ACCORDING**

**TO : API FROM SF/CD TO SL/CF4  
API FROM CD/SF TO CI4/SL**

**ORIGIN : U.S.A , EUROPEAN**

**QTY: 40 000 KG**

شركة مصافي الوسط

**M.R.C**

شروط تقديم عروض الطلبات الاستيرادية

**CONDITIONS FOR PRESENT IMPORT REQUISITIONS TENDERS**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| 1. PAYMENT : BY IRREVOCABLE UNCONFIRMED AND UNTRANSFERABLE LETTER OF CREDIT (L/C) TO BE PAID 100% AFTER RECEIPT OF MATERIAL COMPLETE AND AS ORDERED , THE ABOVE PERCENTAGE CAN BE CHANGED AGAINST BANK GUARANTEE , CONFIRMATION CHARGES TO BE BORNE BY SUPPLIER (SECOND PARTY ) IF REQUESTED OR BY WIRE TRANSFER<br><br>- WE CAN PAY IN IRAQI DINAR AND EQUAL THE VALUE OF THE PURCHASE ORDER FOR IRAQI COMPANIES ALSO IN CASE OF THE COMPANY ( SECOND PARTY ) REQUEST THAT INSTEAD OF L/C AND HAS ( ACCOUNT NUMBER ) INSIDE IRAQ. | ١- شروط الدفع المعتمدة لدينا / اعتماد مستندي غير قابل للنقض او التحويل وغير مثبت وتطلق المستحقات ١٠٠% بعد استلام المواد كاملة ومطابقة ويمكن الاتفاق على نسب اخرى مقابل ضمانات ويتحمل المجهز مصاريف تثبيت الاعتماد في حالة طلبه ان يكون الاعتماد مثبت او حوالة مصرفية<br><br>- يمكن دفع المبالغ بما يعادل مبلغ امر الشراء بالدينار العراقي للشركات العراقية او الشركات التي ترغب بذلك وبدون فتح اعتماد في حالة توفر حساب مصرفي داخل العراق . |
| 2. SUPPLIER (SECOND PARTY ) MUST SUBMIT A BID BOND 1% OF TOTAL VALUE OF HIS OFFER (BANK GUARANTEE , LETTER OF GUARANTEE OR APPROVED CHECK) (ORIGINAL COPY) WITH THE COMMERCIAL OFFER THE BID BOND SHOULD BE RELEASED IN CASE OF NOT AWARDING THE REQUISITION AND TO BE CONFISCATED IF SUPPLIER ( SECOND PARTY ) NOT BE BOND REGARDING HIS OFFER AFTER INFORMING THE AWARDING AND TO BE NEGLECT THE OFFER IF SUPPLIER NOT BE SUBMITTED THE BID BAND                                                                                 | ٢- يقدم المجهز تامينات اولية مقدارها ( ١% ) من قيمة العطاء ( خطاب ضمان او صك مصدق او كفالة مصرفية ) (نسخة اصلية) ويوضع في العرض التجاري ويتم اطلاق هذه التامينات في حالة عدم الاحالة عليه وتصادر في حالة عدم التزامه بالعرض بعد تبليغه بالاحالة ويهمل العرض في حالة عدم تقديم التامينات الاولية                                                                                                                                             |
| 3. DELIVERY PERIOD SHOULD BE EXACTLY SHOWN.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ٣- يتم تحديد فترة التجهيز ولا تقبل عبارة (من - الى)                                                                                                                                                                                                                                                                                                                                                                                         |
| 4. WE PREFER PRICES IN US DOLLAR AND CIP BAGHDAD ( MIDLAND REFINERY COMPANY )                                                                                                                                                                                                                                                                                                                                                                                                                                                      | ٤- يفضل تقديم العروض بعملية الدولار واصل بغداد ( شركة مصافي الوسط )                                                                                                                                                                                                                                                                                                                                                                         |
| 5. IN CASE OF PARTIAL SHIPMENT , NUMBER OF SHIPMENTS AND QTY TO BE MENTIONED IN THE OFFER AND TO BE SUPPLIED WITHIN DELIVERY PERIOD , PAYMENT WILL BE EFFECTED AFTER RECEIPT OF EACH SHIPMENT COMPLETE AND AS ORDERED .                                                                                                                                                                                                                                                                                                            | ٥- في حالة تجزئة الشحن يثبت ذلك في العرض مع تحديد عدد الشحنات وكمياتها ضمن فترة التجهيز وتدفع قيمة كل شحنة بعد استلامها كاملة ومطابقة                                                                                                                                                                                                                                                                                                       |
| 6. SUPPLIER ( SECOND PARTY ) BEAR THE RESPONSIBILITY OF THE INSURANCE OF THE MATERIAL TILL RECEIPT AT BUYER S SITE (FIRST PARTY) . UNLESS THERE IS ANOTHER AGREEMENT MENTIONED IN THE CONTRACT                                                                                                                                                                                                                                                                                                                                     | ٦- يتحمل البائع مسؤولية التامين على البضاعة لحين وصولها الى المشتري الا اذا كان هناك اتفاق اخر يثبت في العقد                                                                                                                                                                                                                                                                                                                                |
| 7. TWO OFFERS TECHNICAL & COMMERCIAL IN SEPARATED ENVELOPES SHOULD BE SUBMITTED, - REQ NO. , NAME OF SUPPLIER, CLOSING DATE SHOULD BE STATED, - IF THE TWO OFFERS ABOVE PUT IN ONE ENVELOPE BOTH OF THEM WILL BE REJECTED. ALSO OPEN OFFERS ARE REJECTED, TECHNICAL - SPECIFICATIONS SHOULD BE STATED CLEARLY.                                                                                                                                                                                                                     | ٧- يقدم عرضان منفصلان / تجاري وفني يثبت على غلاف كل منهما رقم الطلبية / اسم المجهز / تاريخ الغلق وتكون المواصفات الفنية مفصلة وموقعة من قبل المجهز ويهمل العرض في حالة وضع العرض التجاري والفني في ظرف واحد ولا تقبل العروض المكشوفة                                                                                                                                                                                                        |
| 8. THE NOT AS ORDERED OFFERS SHOULD BE DISREGARDED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ٨- تهمل العروض الغير مطابقة للمواصفات                                                                                                                                                                                                                                                                                                                                                                                                       |

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| 9. TECHNICAL INQUIRIES SHOULD BE EXECUTED BEFORE THE CLOSING DATE                                                                                                                                                                                                                               | ٩- يمكن للمجهزين ان يرسلو استفساراتهم الفنية قبل تاريخ الغلق                                                                                                                                                                                                 |
| 10. OFFERS CANNOT BE ACCEPTED AFTER THE CLOSING DATE, CLOSED OFFERS TO SENT BY POST OR BY D.H.L ARE ACCEPTED AND SHOULD BE PUT TOGETHER WITH THOSE WHICH WERE BROUGHT BY HAND IN THE FOREIGN OFFERS BOX IN RECEPTION SECTION WITHIN THE CLOSING DATE PERIOD.                                    | ١٠- تهمل العروض التي ترد بعد تاريخ الغلق وتقبل العروض التي ترسل مغلقة بالبريد او D.H.L وتوضع مع العروض التي ترد باليد في صندوق استعلامات الشركة                                                                                                              |
| 11. OFFERS FOR MORE THAN ONE REQ. IN ONE ENVELOPE WILL BE REJECTED                                                                                                                                                                                                                              | ١١- لايجوز وضع عروض لاكثر من طلبية في ظرف واحد حيث سيتم اهلها                                                                                                                                                                                                |
| 12. PRICES TO BE FINAL NOT NEGOTIABLE AND OUR COMPANY IS NOT OBLIGED TO ACCEPT THE LOWEST PRICES .                                                                                                                                                                                              | ١٢- الاسعار نهائية وغير قابلة للتفاوض وشركتنا غير ملزمة بقبول اوطأ العروض                                                                                                                                                                                    |
| 13. THE AWARD SHOULD BE IN FAVOR OF THE COMPANY WHICH SENT THE OFFER . BENEFICIARIES NAME CANNOT BE CHANGED                                                                                                                                                                                     | ١٣- الاحالة تكون باسم الشركة التي قدمت العرض ولايجوز تغيير اسم المستفيد                                                                                                                                                                                      |
| 14. SAMPLES IF REQUESTED SHOULD BE SENT AND RECEIVED WITHIN THE CLOSING DATE PERIOD                                                                                                                                                                                                             | ١٤- في حالة طلب النماذج فتقدم خلال فترة الغلق                                                                                                                                                                                                                |
| 15. OUR COMPANY HAS THE RIGHT OF ASSIGNING WHOLE OR PARTIAL TO MORE THAN ONE SUPPLIER                                                                                                                                                                                                           | ١٥- يمكن لشركتنا الاحالة على اكثر من مجهز                                                                                                                                                                                                                    |
| 16. REQUISITION SHOULD BE BOUGHT WITHIN CLOSING DATE PERIOD . THE RECEIPT SHOULD BE PUT IN THE TECHNICAL OFFER . COMPANIES WHICH ARE REQUESTED DIRECTLY BY US ARE EXEMPTED BUYING THE REQUISITION                                                                                               | ١٦- يتم شراء الطلبية خلال فترة الغلق ويوضع وصل الشراء مع العرض الفني / وتعفى الشركات التي تتم مفاتها من قبلنا من هذا الشرط                                                                                                                                   |
| 17. THE COMPANY MUST PRESENT AUTHORIZATION FROM THE MANUFACTURER AND TO BE APPROVED BY THE IRAQ EMBASSY IN THE MANUFACTURER COUNTRY TO SUPPLY THE REQUESTED MATERIAL                                                                                                                            | ١٧- تقدم الشركة ما يزيد بانها مخولة من قبل المصنع بتجهيز المواد ويكون التحويل مصدقا من السفارة العراقية في بلد المصنع                                                                                                                                        |
| 18. ALL OFFERS AND CORRESPONDENCES SHOULD BE CLEARLY SIGNED BY GENERAL MANAGER OR WHOM ARE OFFICIALLY EMPOWERED VIA A POWER OF ATTORNEY                                                                                                                                                         | ١٨- يقوم المجهز بتبني اسم المدير العام للشركة او من يخولهم في العروض والمراسلات وبشكل واضح ورسمي                                                                                                                                                             |
| 19. OFFERS AND OTHERS CORRESPONDENCES TO BE IN OFFICIAL PAPERS OF THE MANUFACTURER COMPANYS                                                                                                                                                                                                     | ١٩- تقدم العروض والمراسلات على اوراق الشركات المصنعة                                                                                                                                                                                                         |
| 20. COMPANIES WHICH ARE NOT REGISTERED IN OUR VENDERS LISTS MUST SEND ALL THE NECESSARY DOCUMENTS FOR REGISTRATION PURPOSES BEFORE PURCHASING THE REQUISITION WITH ANEW QUITTANCE ISSUED FROM GENERAL ASSEMBLY OF TAXES OR ENCLOSE WITH THE TECHNICAL OFFER OTHERWISE THE OFFER WILL BE REFUSED | ٢٠- ترسل الشركات الغير مسجلة لدينا / كافة المستمسكات المطلوبة لغرض تدقيقها واعتمادها قبل شراء الطلبية مع براءة ذمة حديثة صادرة من الهيئة العامة للضرائب قسم الشركات او ترفق المستمسكات مع العرض الفني المقدم في حالة عدم تقديمها سابقا وبخلافه تهمل العروض . |

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| 21 | SUPPLIER ( SECOND PARTY ) SUBMIT A PERFORMANCE BOND 5% OF TOTAL VALUE OF THE CONTRACT AS SOON AS THE ACCEPTED COPY OF THE CONTRACT IS SIGNED TO MAKE THE L/C OPERATIVE VALID ONE MONTH AFTER THE DELIVERY PERIOD AND NOT RETURN UNLESS ACCEPTANCE FROM BUYER S ( FIRST PARTY)<br>- THE PERFORMANCE BOND SHOULD BE CONFISCATED IN CASE OF NOT SUPPLYING THE ORDER . | ٢١- يقدم المجهز كفالة حسن اداء بنسبة ٥% من الكلفة الكلية للعقد حال توقيع امر الشراء كشرط لتفعيل الاعتماد وتبقى الكفالة نافذة لمدة شهر بعد فترة التجهيز ولايجوز سحبها الا بموافقة المشتري ويتم مصادرتها في حالة عدم الالتزام بتنفيذ العقد                |
| 22 | THE COMPANY'S ADDRESS (COUNTRY, CITY, STREET, NO. E-MAIL, TEL-NO.) SHOULD BE CLEARLY SHOWN. ALSO NAME AND ADDRESS OF THE BANK WHICH SUPPLIERS DEALING WITH (CORRESPONDENCE BANK ) SWIFT CODE, ACCOUNT NO. AND E-MAIL. NO.                                                                                                                                          | ٢٢- على مقدم العرض بيان عنوانه الكامل ( الدولة ، المدينة، الشارع، البناية ، العنوان البريدي ، الهاتف ) وكذلك اسم وعنوان المصرف الذي يتعامل معه ( المصرف المراسل) مع SWIFT CODE ورقم الحساب وعنوان البريدي                                               |
| 23 | COUNTRY OF ORIGIN SHOULD BE ACCURATELY MENTIONED . STATING COUNTRY OF ORIGIN SUCH AS ( ASIAN OR EUROPEAN) IS NOT ACCEPTABLE,<br>- AFTER CONTRACTING ANY CHANGE OF COUNTRY OF ORIGIN ARE NOT ALLOWED<br>- THE ROUTE OF SHIPMENT, PORT OF SHIPMENT , ENTRY POINT SHOULD BE MENTIONED , IN ORDER TO GET CUSTOMS EXEMPTION LETTER                                      | ٢٣- تحديد بلد منشأ البضاعة بشكل محدد ( لايجوز ذكر المنشأ اوروبي او اسيوي فقط ) وعند اصدار العقد لايجوز التغيير على منشأ البضاعة ويتم الالتزام بالمنشأ والمصنع عند التجهيز مع تحديد طريقة وميناء الشحن ونقطة الدخول لغرض الحصول على كتاب الاعفاء الكمركي |
| 24 | OFFERS SHOULD BE VALID 120 DAYS FROM THE CLOSING DATE AND CAN BE EXTENDED BY THE ACCEPTANCE OF BOTH PARTIES.                                                                                                                                                                                                                                                       | ٢٤- يفضل ان تكون العروض نافذة لمدة ١٢٠ يوم من تاريخ غلق المناقصة / ويمكن تمديدتها باتفاق المشتري والبائع                                                                                                                                                |
| 25 | A FINE ( DELAY PENALTY ) SHOULD APPLIED AGAINST THE SUPPLIER<br>( SECOND PARTY ) NOT MORE THAN 10% OF TOTAL VALUE IN CASE OF NOT SUPPLYING THE REQUESTED MATERIAL WITHIN DELIVERY DATE STATED IN THE CONTRACT .<br>ACCORDING TO THE FACTOR BELLOW<br>EMALTY PER DAY = <u>TOTAL VALUE OF THE PURCHASE ORDER</u><br>DELIVERY PERIOD ( DAYS)                          | ٢٥- تفرض غرامة تاخيرية على المجهز لايتجاوز حدها الاعلى نسبة ١٠% من مبلغ عقد في حالة عدم تجهيز المواد بفترة التجهيز المثبتة في العقد ووفقا للمعادلة الاتية<br>الغرامات لليوم الواحد = $\frac{\text{مبلغ العقد}}{\text{مدة العقد (يوم)}} \times 10\%$     |
| 26 | SUPPLIER ( SECOND PARTY ) BEAR ADMINISTRATIVE CHARGES OF 20% OF TOTAL VALUE OF THE CONTRACT OR FROM THE UN EXECUTED PART VALUE IF HE FAILS TO FULFILL HIS CONTRACTUAL OBLIGATION FULLY OR PARTIALLY                                                                                                                                                                | ٢٦- يتحمل البائع ( المجهز ) التكاليف الادارية في حالة قيام المشتري بتنفيذ العقد بسبب عدم التزام البائع بتنفيذ (او جزء منه ) بنسبة ٢٠% من قيمة العقد او قيمة الجزء الغير منفذ                                                                            |
| 27 | IRAQI LAWS SHOULD BE APPLIED IF THERE WILL BE A DISPUTE BETWEEN THE BOTH PARTIES AND THE DISPUT TO BE UNDER THE IRAQI JUDGEEMENT                                                                                                                                                                                                                                   | ٢٧- تطبق القوانين والتعليمات المعمول بها في العراق في حالة وقوع منازعات او في كل مالم يرد به نص ويكون النزاع خاضعا "لولاية القضاء العراقي                                                                                                               |
| 28 | 3% FROM TOTAL VALUE OF L/C TO BE DEDUCTED AS TAXES AND RETURN THROUGH TAXES OFFICE FOR IRAQI COMPANIES OR IN CASE THE PAYMENT PAYABLE BY IRAQI DINAR ALSO FOR FOREIGN COMPANIES THAT YOU HAVE REGISTERED IN IRAQ OR HAVE BUREAU FOR FOLLOW UP                                                                                                                      | ٢٨- تستقطع نسبة ٣% كامانات ضريبية وتعاد من خلال الهيئة العامة للضرائب بعد تقديم ما يثبت سلامة موقفهم بالنسبة للشركات العراقية او في حالة الدفع بالدينار العراقي كذلك بالنسبة للشركات الاجنبية المسجلة في العراق او وجود مكتب لمتابعة الاعمال            |
| 29 | 0.002 FROM TOTAL VALUE TO BE DEDUCTED AS STAMPS CHARGES                                                                                                                                                                                                                                                                                                            | ٢٩- ٠,٠٠٢ من الكلفة الكلية تستقطع كرسوم طابع                                                                                                                                                                                                            |

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| 30 | THE ACT 56 .1977 ( DEBTS COLLECTION GOVERNMENTAL ) SHOULD BE APPLIED REGARDING THE FINANCAIL DESERING SECOND PARTY .                               | ٣٠- يطبق قانون تحصيل الديون الحكومية رقم ٥٦ لسنة ١٩٧٧ بأن المستحقات المالية تترتب لشركتنا بذمة الطرف الآخر                   |
| 31 | THE ORIGIN CERTIFICATE TO BE SUBMITTED FROM THE MANUFACTURER AND APPROVED BY ( IRAQI EMBASSY IN THE COUNTRY OF ORIGIN ) IN CASE OF REQUESTED BY US | ٣١ - تقدم شهادة منشأ من الشركة المصنعة للمواد وتكون مصدقة من قبل السفارة العراقية في بلد المنشأ في حالة طلب تقديمها من قبلنا |
| 32 | THE PAGES OF THE TECHNICAL AND COMMERCIAL OFFERS SHOULD BE NUMBERED WITH ATTACHMENT                                                                | ٣٢- يتم ترقيم صفحات العطاء ( الفني والتجاري ) وكذلك المرفقات ان وجدت                                                         |