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

ADVERTISMENT

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

REQ. NO	DESCRIPTION	QTY	عدد مرات الإعلان
1213/2013	INSTRUMENT & METERS	29 ITEMS	اولى

1- THE REQ TO BE SOLD IN(250000 TWO HUNDRED FIFTY THOUSAND) IRAQI DINAR , UNRETURNABLE.
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 SUBMITED 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 ORIGING (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 STAT CLEARLY OTHER WISE OFFERS SHOULD BE NEGLECTED
18-THE TENDER AND THE CONTRACT SHALL BE GOVERNED AND CONSTRUED ACCORDING TO THE IRAQI LAW AND COURTS SHALL HAVE THE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ALL ACTION AND PROCEEDING ARISING OUT OF THE CONTRACT, THE LAW OF OBTAIN GOVERNMENTAL DEBT NO:56 FOR 1977 SHALL APPLIED ON AMOUNTS OWED FOR MRC
19- 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.
20- CLOSING DATE IS: - 17 /6/2013 TILL (1:00) O, CLOCK (NOON)

NOTE:- YOU CAN FIND THE CONDITIONS OF SUBMITTING OFFERS ON
WEBSITE: www.oil.gov.iq - www.mrc. oil.gov.iq

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REQ.NO: 1213-2013

IT.	QTY	UNIT	VOCAB NO.	DESCRIPTION
				INSTRUMENT & METERS
				SPARE PART FOR MODEL 43 AP PNUMATIC CONTROLLER STYLE B(PB-BA) (PROPORTIONAL + RESET) WITH A/M TRANSFER SYSTEM
1.	6	NOS	365039/057.3	Measuring element bourden ST ST range 0-200 PSI serial NO. 76293013 A
2.	4	NOS	059.3	Measuring element bourden ST ST range 0-15 PSI serial NO. 3700582
				TYPE : SPARE FOR MODEL 43 AP CONTROLINGS
3.	6	NOS	100.0	Pressure controller ½"N.P.T.S S range-100 psig model 43AP.FA 42G
4.	4	NOS	101.0	Pressure controller ½" N.I.T.S.S range 0.200 psig model 43 AP.FA4ZC
5.	3	NOS	102.0	Model 43 AP-F-A4-2-C pneumatic controller ment 316 S.SA. range & scale 0-300 psig
6.	3	NOS	103.0	Model 43 AP-F-A4-2-C range &"0-400 psig
7.	8	NOS	104.0	Model 43AP F-A4-2-C range &scale 0-500 psig
8.	2	NOS	106.0	Model 43 AP-F-A4-2-C range & scale 0-1000 psig
9.	3	NOS	107.0	Model 43 AP –F-A4-2-C range &scale 250-750 psig
10.	2	NOS	109.3	Model 43 AP –F-A4-2-C range & scale 200-400 psig
11.	2	NOS	110.3	Model 43 AP –F-A4-2-C range & scale 500-1000 psig
12.	2	NOS	112.3	Model 43 AP –F-A4-2-C-PC receiver range 3-15 psig scale 0-10-SQ.RT
13.	4	NOS	113.3	Model 43 AP –F-A-2C-PC receiver controller (3-15 psi) scale 0-100 lin

IT.	QTY	UNIT	VOCAB NO.	DESCRIPTION
				ELECTRONIC PRESSURE TRANSMITTERS MODEL E11 GM. TYPE : MODEL E11 GM TRANSMITTERS PL-8552 S/N V 738283/287D TYPE : E11GM PRES TRANSMITTER
14.	12	NOS	365075/021.3	MODEL E11DM TRANSMITTER COMPLETE WITH JUNCETION BOX AND RECEIVER GAUGE SCALE 0-100 LIN RANGE 0-4KG/CM2 DIF SIGNAL 4-20MA BODY AND CAPSULE ST.ST SIMILAR TO S/N V-751609.
				TYPE : 821 GM TRANSMITTERS
15.	2	NOS	365075/026.3	ELECTRONIC PRES TRANSMITTER MODEL 821 GM-ISISM-A(BASEEFA) (4-20MA) COMPLETE WITH REMOTE DIAPHRAGM SEAL TYPE SB WITH S.S. CAPILLARY 6 METERS LENGTH FILLED WITH SILICON CALIBERATED 0-6KG/CM2 PROC CON 1/2 NPT ASPER DRAWING PAGE 93 OF INST CAT TYPE SB. DIAPHRAGM PRES SEAL
16.	8	NOS	028.3	ELECTRONIC PRES TRANSMITTER MODEL 841 GM-B BASEEFA PROC CON 1/2 NPT 0-4KG/CM2
17.	8	NOS	029.3	ELECTRONIC PRES TRANSMITTER MODEL 841 GM-D PROC CON 1/2 NPT BASEEFA.
				SPARES FOR MODEL 821 GM PRESSURE TRANSMITTER
18.	5	NOS	030.3	PRESSURE TRANSMITTER MODEL 821 GM 1S1SM2-A (SPAN 2 TO 10.5 KG/CM2)4-20 MA
19.	6	NOS	036.3	PRESSURE TR. MODEL 821GM-1S1SL2 A-DCS. E/FBA. RANGE 0-10 KG/CM2 OUTPUT 4-20 MA
20.	6	NOS	037.3	PRESSURE TR. MODEL 821 GM-1S1SH2-A/CS-E/FB-A RANG 0-20KG/CM2
21.	6	NOS	038.3	PRESSURE TR. MODEL-821GM-1S1SH2-A/CS-E/FB-A RANGE.0-30 KG/CM2
				SPARES FOR PRESS. TRANSMITTER MODEL 821 GM FKINM 2-A ST.A
22.	1	NOS	050.3	PRESSURE TRANSMITTER MODEL 821 GM FKINM 2-A ST.A
				TYPE : MODEL E13 DM D/P CELL TRANSMITTER (PT.8560) S/N V7382 991303 D
23.	12	NOS	365076/012.3	MODEL E13 DI/IKAL2 XJB-PD/25 ELECTRONIC D/POELL TRANSMITTER (4-20MA)
24.	12	NOS	038.3	D/P CELL TRANSMITTER MODEL 823 MP-IM4SC KB-D WITH REMOTE DIAPHRAGM SEALS CALIBERATED RANGE 0-100 H2O (BASEEFA) PROC CON1/2 NPT ASPER DRAWING PAGE 93 OF

IT.	QTY	UNIT	VOCAB NO.	DESCRIPTION
				INSTRUMENT CATALOG TYPE SB DIAPHRAGM PRES SEAL
25.	12	NOS	039.3	D/P CELL TRANSMITTER MODEL 823 MP MPIH4SCK-B WITH REMOTE DIAPHRAGM SEALS (4-20)MA CALIBERATED RANGE 0-400" H2O (BASSEFA) PROC CON 1/2 NPT ASPER DRAWING PAGE 93 OF INSTRUMENT CATALOG TYPE SB DIAPHRAGM PRES SEAL.
26.	6	NOS	040.3	D/P CELL TRANSMITTER MODEL 823 DP. 13SI NM 2-D RANGE 650-3900 MM H2O CALIBERATED 0-2500MM H2O OUTPUT 4-20 MA. BASSEFA- INTRINSIC SAFE.
				SPARE FOR MODEL 823 DP TRANSMITTER
27.	12	NOS	051.3	D/P CELL TRANSMITTERS MODEL 823 DP-I3SINI2. D RANGE 125-750 MM H2O CALIBERATED 0-500 MM H2O OUTPUT 4-20 MA BASEEFA INTRINSIC SAFE ..
28.	12	NOS	052.3	D/P CELL TRANSMITTER MODEL 823 DP I3SIN H2. A. RANGE 3000-19000MM H2O CALIBERATED 0-10000MM H2O OUTPUT 4-20 MA BASEEFA INTRINSIC SAFE .
				TYPE (MODEL 823) DP TRANSMITTERS SPARE FOR MODEL 823 DP ST, A-TRANSMITTERS
29.	10	NOS	062.3	D/P CEL TRANSMITTER MODEL 823 DP-F3KIM2-B.S.T.B

GENERAL

ORIGIN: WEST EUROPE – JAPAN – USA- Australia - Canada - South Korea.
Certificate of origin
Third party inspection certificate

شركة مصافي الوسط

M.R.C

شروط تقديم عروض الطلبيات الاستيرادية

CONDITIONS FOR PRESENT IMPORT REQUISITIONS TENDERS

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 - 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 - 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 SUBIMITTED THE BID BAND 3. DELIVERY PERIOD SHOULD BE EXACTLY SHOWN.	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 التزامة بالعرض بعد تبليغه بالاحالة ويهمل العرض في حالة عدم تقديم التأمينات الاولية ٣- يتم تحديد فترة التجهيز ولاتقبل عبارة (من – الى)
4. WE PREFER PRICES IN US DOLLAR AND CIP BAGHDAD (MIDLAND REFINERY COMPANY)	٤- يفضل تقديم العروض بعملة 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 SUBMITED, - REQ NO. , NAME OF SUPPLIER, CLOSING DATE SHOULD BE STATED, - IF THE TWO OFFERS ABOVE PUT IN ONE	٧- يقدم عرضان منفصلان / تجاري وفني يثبت على غلاف كلامنهما رقم الطلبية / اسم المجهز / تاريخ الغلق وتكون المواصفات الفنية مفصلة وموقعة من قبل المجهز ويهمل العرض في حالة وضع التجاري والفني في ظرف واحد ولاتقبل العروض المكشوفة

ENVELOPE BOTH OF THEM WILL BE REJECTED. ALSO OPEN OFFERS ARE REJECTED, TECHNICAL - SPECIFICATIONS SHOULD BE STATED CLEARLY.	
8. THE NOT AS ORDERED OFFERS SHOULD BE DISREGARDED	٨- تهمل العروض الغير مطابقة للمواصفات
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 اهمالها
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 مفاتحتها 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 يؤيد بانها مخولة من قبل المصنع بتجهيز المواد ويكون التخويل 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 بتثبيت 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 .OMPANIES 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 ٠
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) - THE PERFORMANCE BOND SHOULD BE CONFISCATED IN CASE OF NOT SUPPLING 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 الابموافقة المشتري ويتم مصادرتها في حالة عدم الالتزام بتنفيذ العقد
22 . HE 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 عنوانة الكامل (الدولة ، المدينة، الشارع، البناية ، العنوان البريدي ، الهاتف) وكذلك اسم وعنوان المصرف الذي يتعامل معه (المصرف المراسل) مع SWIFT CODE ورقم الحساب وعنوانة البريدي
23 COUNTRY OF ORIGIN SHOULD BE ACCURATELY MENTIONED . STATING COUNTRY OF ORIGIN SUCH AS (ASIAN OR EUROPEAN) IS NOT ACCEPTABLE, - AFTER CONTRACTING ANY CHANGE OF COUNTRY OF ORIGIN ARE NOT ALLOWED - 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 اوربي 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 تمديدها باتفاق المشتري والبائع
25 A FINE (DELAY PENALTY) SHOULD APPLIED AGAINST THE SUPPLIER (SECOND PARTY) NOT MORE THAN 10% OF TOTAL VALUE IN CASE OF NOT SUPPLYING THE REQUESTED MATERIAL WITHIN DELIVERY DATE STATED IN THE CONTRACT . ACCORDING TO THE FACTOR BELLOW PEMALTY PER DAY = TOTAL VALUE OF THE PURCHASE ORDE / 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 الغرامات لليوم الواحد = مبلغ العقد / مدة العقد(يوم) × ١٠%
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	٢٦- يتحمل البائع (المجهز) التحميلات الادارية في حالة قيام المشتري بتنفيذ العقد بسبب عدم التزام البائع بتنفيذه (او جزء منه) وبنسبة ٢٠% من قيمة العقد او قيمة الجزء الغير منفذ

	TO FULFILL HIS CONTRACTUAL OBLIGATION FULLY OR PARTIALLY	
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 مايثبت 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 كرسم طابع
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 الاخر
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