

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

REQ.NO.	DESCRIPTION	QTY.	PRICE/ ID DINAR	عدد مرات الإعلان مرة ثانية
3531/2011 3546/2010	BULLDOZER	1 NO	150 000	

NOTE:

1. THE REQ. TO BE SOLD IN IRAQI DINAR, UN RETURNABLE.
2. WE PREFER PRICES IN US DOLLAR AND CIP BAGHDAD (DAURA REFINERY) AND NOT ACCEPTABLE BY LOCAL CURRENCY FOR FOREIGN REQ.
3. CLOSED (TECHNICAL & COMMERCIAL) OFFERS TO BE SUBMITTED SEPARATELY BY (DHL) & ALL THE OFFERS THAT SEND BY E-MAIL WILL BE REFUSED.
- ALL PAGES OF TECHNICAL & COMMERCIAL OFFER SHOULD NUMBERED WITH ATTACHMENT
4. ALL DOCUMENTS (PROFILE) AND SIMILAR CONTRACTS WHICH THEY ACHIEVED ISSUED BY GOVERNMENTAL CONTRACTS MUST BE SUBMITTED BEFORE PURCHASING THE REQ. OR THE OFFERS OTHERWISE THE OFFER WILL BE REFUSED
5. TERMS OF PAYMENT IS BY IRREVOCABLE & UN CONFIRMED LETTER OF CREDIT TO BE PAID 100% AFTER THE RECEIPT OF GOODS IN BAGHDAD COMPLETE AND AS ORDER.
6. AN UNCONDITIONAL PERFORMANCE BOND OF 5% OF TOTAL AMOUNT OF THE L/C TO BE SUBMITTED WITHIN TWO WEEKS FROM THE DATE OF THIS 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, ISLAMIC BILAD , MIDDLE EAST ASHUR INTERNATIONAL BANK FOR INVESTMENT) RELEASED IMMEDIATELY IN CASE THE REQUEST IS NOT AWARDED TO THE COMPANY.
- THE CHEQUE & THE BANK GUARANTEE THAT ISSUED FROM AL WARKA BANK ARE NOT ACCEPTABLE
9. THE COMPANY MUST SUBMIT ACOVENANT ENCLOSED WITH THE TECHNICAL OFFER THAT THEY HAVE SUBMITTED ABID BOND (**ORIGINAL COPY**) WITH COMMERCIAL OFFER AND (WITHOUT STATING THE AMOUNT OF THE BID BOND) OTHERWISE THE OFFER SHOULD BE NEGLECTED
10. 3% OF TOTAL VALUE OF THE PURCHASE ORDER FOR IRAQI COMPANIES ALSO IN CASE THE PAYMENT OF PAYABLE IN IRAQI DINAR TO BE DEDUCTED AS TAXES AND RETURN THROUGH TAXES OFFICE
11. 0.002 STAMP DUTY SHOULD BE DEDUCTED .
12. ORIGIN CERTIFICATE & COMMERCIAL INVOICES SHOULD BE APPROVED BY IRAQI EMBASSY/ COMMERCIAL ATTACHED IN COUNTRY OF ORIGIN
13. ALL OFFERS AND CORRESPONDENCES SHOULD BE CLEARLY SIGNED BY GENERAL MANAGER OR WHOM ARE OFFICIALLY EMPOWERED VIA A POWER OF ATTORNEY OTHERWISE THE OFFERS SHOULD BE NEGLECTED
14. **CLOSING DATE IS- 5/7/2011 TILL (1) O, CLOCK (AFTER NOON)**

NOTE:- YOU CANFIND THE CONDITIONS OF SUBMITTING OFFER ON

WEBSITE : www.oil.gov.iq OR www.dauramrc.com

**SAAD NOORI MOHAMMED
G. MANAGER**

CONDITIONS FOR PRESENT IMPORT REQUISITIONS TENDERS

<p>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</p> <p>- 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.</p>	<p>١- شروط الدفع المعتمدة لدينا / اعتماد مستندي غير قابل للنقض أو 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</p> <p>- 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 .</p>
<p>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</p> <p>3. DELIVERY PERIOD SHOULD BE EXACTLY SHOWN.</p>	<p>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 وتصدر في حالة عدم التزامه بالعرض بعد تبليغه بالاحالة ويهمل العرض في حالة عدم تقديم التامينات الاولية</p> <p>٣- يتم تحديد فترة التجهيز ولاتقبل عبارة (من - الى)</p>
<p>4. WE PREFER PRICES IN US DOLLAR AND CIP BAGHDAD (MIDLAND REFINERY COMPANY)</p>	<p>٤- يفضل تقديم العروض بعملية الدولار واصل بغداد (شركة مصافي الوسط)</p>
<p>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 .</p>	<p>٥- في حالة تجزئة الشحن يثبت ذلك في العرض مع تحديد عدد الشحنات وكمياتها ضمن فترة التجهيز وتدفق قيمة كل شحنة بعد استلامها كاملة ومطابقة</p>
<p>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</p>	<p>٦- يتحمل البائع مسؤولية التامين على البضاعة لحين وصولها الى المشتري الا اذا كان هناك اتفاق اخر يثبت في العقد</p>
<p>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.</p>	<p>٧- يقدم عرضان منفصلان / تجاري وفني يثبت على غلاف كلاهما 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</p>

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 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 اوطاً 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 يؤيد 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 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 الطليبة 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 .
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 الا بموافقة 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 عنوانه الكامل (الدولة ، المدينة، الشارع، البنائية ، العنوان البريدي ، الهاتف) وكذلك اسم وعنوان المصرف الذي يتعامل معه (المصرف المرسل) مع SWIFT CODE ورقم الحساب وعنوانه 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 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 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 PENALTY PER DAY = <u>TOTAL VALUE OF THE PURCHASE ORDE</u> 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 = $\text{مبلغ العقد} \times 10\%$ مدة العقد(يوم)
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	٢٦- يتحمل البائع (المجهز) التحويلات 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

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 JUDGEEMT	٢٧- تطبيق 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% كإمانات ضريبية وتعاد من خلال الهيئة العامة للضرائب بعد تقديم ماثبتت 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
30 THE ACT 56 .1977 (DEBTS COLLECTION GOVERNMENTAL) SHOULD BE APPLIED REGARDING THE FINANCAIL DESERING SECOND PARTY .	٣٠- تطبيق قانون تحصيل الديون الحكومية رقم ٥٦ لسنة ١٩٧٧ بأن المستحقات المالية تترتب لشركتنا بئمة 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

Bulldozer

QTY:1

- Engine:- (6-8)cylinder low maintenance with of max output power (375-400) HP with spark arrestor Force-feed lubrication, engine lubrication in an inclined position up to (40-45)°and Direct fuel injection pump-line-nozzle system, electronic control.
- Air cleaner:- Dry-type air cleaner with safety element, aspirated pre-cleaner, service gauge in cab.
- Cooling system:- Combi radiator, comprising a radiator for water and charge air, hydrostatic fan drive tropical zone radiator.
- Gear:- automatic gear system with on road speed system electronic control system Travel control,3-speed Hydrostatic travel drive with emergency stop and safety lever.
- Bucket capacity: - 8-12 m³ max semi u-blade of height (1.5-1.9)m and width (3.8-4.25)m tiltable.
- Cabin: - wide opening cabin with wide sliding windows for perfecta locking with air condition system. Comfort air suspension seat, adjustable to operator's weight with inside and outside mirror the cabin should install very carefully to reduced the vibration inside it.
- Brake system: -hydraulic brake system with auto brick on natural.
- Service brake: - Wear-free, hydrostatic (dynamic braking).
- Sprocket: - sprocket drive system.
- Control:- fully automatic control system with - Electronic engine speed sensing control (load sensing feature) automatically adjusts travel speed and drawbar pull to match changing load conditions LCD monitor to control the vehicle.
- Steering: -Hydrostatic.
- Rear attachment:- one rear attachment ripper with Hydraulic control ripper with rear counterweight.

Accessories:-

1. Tool box with special tools.
2. Radio AM,FM with CD.
3. Control travel speed range.
4. Control engine coolant temperature.
5. Control fuel level.
6. Hour meter.
7. Warning light battery charging.
8. Warning light diesel engine.
9. Warning light electronic travel control system.
10. Warning light travel drive seal, each side.
11. Warning light parking brake.
12. Warning light hydraulic oil temperature.
13. Warning light fuel water separator.
14. Warning light fan control.
15. Warning light pump replenishing pressure
16. Warning light float position blade.
17. Warning light oil return filter.
18. Warning light air filter.
19. Warning light heater Diesel engine.
20. Main warning light.
21. 4 person training program for two week in the manufacturing country for operating and maintenance work.
22. Two Removable light on the front of the swing cabin.
23. Recommended spare parts for two years work and should be not less than 15% of the contract price.
24. and operating and maintenance manual (provide CD disk with maintenance and operation information).
25. Hydraulic tank oil level control.
26. Search light with 10m-wire length.
27. Working lights, front, 6 units.
28. Working lights, rear, 2 units.
29. Batteries, cold start, 2 units.
30. Battery main switch, mechanical.
31. On-board system 24 V.
32. Alternator 80 A.
33. Back-up alarm.
34. Beacon.
35. Horn.
36. Start lock, electronic.
37. Additional lights, rear.
38. Injection grease tool.
39. Fuel water separator with electric heater.
40. Spill guard for blade.

Notes: -

- Original manual should be send with the offer.
- All term's and point should be confirm very clearly other ways the offer will be neglected.
- Only liebherr, Kawasaki and Cumatso type will be accepted.
- All the information of the offer should be written with clear and specific information's (resaving only manual with general information is not accepted).
- Ignoring any terms or technical information will lead to neglect the offer.