

ANNOUNCEMENT

BASRA OIL TRAINING INSTITUTE , "BasOTI" , ONE OF THE MINISTRY OF OIL OF IRAQ INSTITUTIONS INVITES THE MANUFACTURERS TO QUOTE ,NOT LATER THAN 12:00 HRS of 12/8/2012 ,FOR THE UNDER MENTIONED ITEMS .

ALL DOCUMENTS AND CONDITONS COULD BE BOUGHT FOR NON REFUNDABLE CASH FROM PURCHACING DEPARTMENT OF BasOTI IN BASRA, ALZAHRAA' DISCRIT NEAR SOUTH OIL COMPANY "ALMAKEENA LOCATION"

FOR FURTHER INFORMATION, PLEASE VISIT

www.bsroti.oil.gov.iq , www.oil.gov.iq OR CONTACT US:

bas_oti@yahoo.com, OR bas_oti@basrahoti.com

GENERAL TERMS AND CONDITIONS FOR INDENTS

ALL SUPPLIERS THAT DO NOT COMPLY WITH THE TERMS & CONDITIONS STATED HEREUNDER, THEIR OFFERS WILL BE NEGLECTED WITHOUT PRIOR NOTICE.

1-THE FOLLOWING CONDITIONS ARE CONSIDERED TO BE GENERAL TERMS & CONDITIONS WHILE CONDITIONS THAT MENTIONED WITHIN BID DOCUMENTS ARE CONSIDERED TO BE SPECIAL CONDITIONS IF THERE WILL BE ANY CONTRADICTION OR DIFFERENCES; THE BasOTI HAS THE RIGHT TO DEPEND ONE OF THEM.

2-THE BASRA OILTRAINING INSTITUTE 'BasOTI' IS NOT BOUND TO ACCEPT THE LOWER QUOTATION.

3-BID BOND:

SUPPLIER SHOULD ISSUE A BID BOND OF 1% OF THE TOTAL AMOUNT OF SUBMITTED PRICES TO BE ATTACHED TO COMMERCIAL OFFER, IN FAVOR OF Bas_OTI AND FOR A PERIOD OF THREE MONTHS AND TO BE EXTENDED UP TO SIX MONTHS IF NEEDED, OTHERWISE OFFERS WILL BE NEGLECTED. IT SHOULD BE IN A FORM

OF A BANK GUARANTEE OR A CERTIFIED CHECK IN IRAQI CURRENCY WHICH SHOULD BE ISSUED BY ANY IRAQI BANK OR TO BE PAID IN CASH DIRECTLY TO OUR ACCOUNT.

5- COMPANY PROFILE:-

UP-TO DATE AN ESTABLISHMENT CERTIFICATE IS REQUIRED WHICH SHOULD BE AUTHENTICATED AND STAMPED BY CHAMBER OF COMMERCE AND MINISTRY OF FOREIGN AFFAIRS IN THE COUNTRY WHERE IT HAS BEEN ISSUED AND SHOULD BE AUTHENTICATED BY THE IRAQI EMBASSY THERE.

6- FOR EACH REQUISITION ONE TECHNICAL AND COMMERCIAL OFFER SHALL BE SUBMITTED AND EACH SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE MARKED AS SUCH AND ADDRESSED TO BasOTI WITH THE ABOVE- MENTIONED REF.NO. AND THE REQUISITION NO. PRINTED ON IT. THE TECHNICAL OFFER SHOULD INCLUDE THE COMPANY PROFILE AND HISTORICAL DETAILS OF SUCH SUPPLIES SEALED IN SEPARATE ENVELOPE. THE TECHNICAL OFFER ENVELOPE SHOULD BE LABELED WITH THE FOLLOWING TABLE

NO.	DESCRIPTION	YOUR REF.NO.	VALIDITY'AT LEAST'
1	TECHNICAL OFFER		100 DAYS
2	COMMERTIAL OFFER		100 DAYS
3	BID BOND	'BID NO.'	100 DAYS

OFFER HAS NOT SUCH TABLE SHALL BE NEGLECTED.

OFFERS BY FAX, E-MAIL, OR TELEX SHALL NOT BE ACCEPTED.

7- THE BasOTI HAS THE RIGHT FOR PARTIAL ACCEPTANCE FROM YOUR OFFER THAT MATCHES SOME ITEMS OF BasOTI'S TENDER.

8- OFFERS SHOULD INCLUDE:-

A- FULL ADDRESS: - COUNTRY, CITY, DISTRICT, STREET, BUILDING AND FLOOR NUMBER (IF AVAILABLE).

B- VALIDITY SHOULD NOT BE LESS THAN (100) DAYS STARTING FROM CLOSING DATE.

C- SHIPMENT PERIOD & DELIVERY PERIOD.

D - ADVISING BANK FULL ADDRESS FOR HIS COMPANY AND ADVISING BANK'S ADDRESSES SHOWING: CITY, DISTRICT, STREET, BUILDING AND FLOOR NUMBER (IF AVAILABLE). AND ACCOUNT NO.

E- PORT OF SHIPMENT, ROUTE OF SHIPMENT, ENTRY POINT TO IRAQ & COUNTRY OF ORIGIN.

F- OFFERS SENT BY DHL OR REGISTERED MAIL BEFORE CLOSING DATE ARE ACCEPTED.

9 - CLOSING DATE:

THE CLOSING DATE FOR RECEIVING OFFERS AT BasOTI SHALL NOT BE LATER THAN 12:00 HRS OF 12/8/2012

10 - THE TECHNICAL OFFER SHALL BE ACCOMPANIED BY RELEVANT LITERATURE AND COLOURED CATALOGUES IN ENGLISH

11 -THE QUOTED PRICES IN THE COMMERCIAL OFFER SHALL BE ITEMIZED AND SHALL BE FOR DELIVERY TO BASRA AND INCLUDE FREIGHT AND INSURANCE CHARGES AS SEPARATE ITEMS THE INSURANCE SHOULD BE ISSUED FROM AN INTERNATIONALLY RECOGNIZED COMPANY IN FAVOR OF BasOTI. THESE PRICES SHALL BE IN AMERICAN DOLLARS, FIRM AND NON- NEGOTIABLE

12- PERFORMANCE BOND: -

THE SUPPLIER SHOULD SUBMIT TO Bas_OTI BEFORE SIGNING THE (P/O /CONTRACT), AN UNCONDITIONAL PERFORMANCE BOND EQUIVALENT TO 5% OF TOTAL AMOUNT OF THE (P/O / CONTRACT). IN A FORM OF A BANK GUARANTEE EXCLUSIVELY THROUGH TRADE BANK OF IRAQ (TBI) OR ANY IRAQI BANK. IT SHALL REMAIN VALID AND NOT BE RELEASED UNTIL THE SUPPLIER/ CONTRACTOR COMPLETES DELIVERY OF ALL MATERIALS TO THE FINAL DESTINATION IN IRAQ AND FULFILLS ALL HIS OBLIGATIONS 'INCLUDING THE WARRANTY PERIOD 'UNDER THE P/O / CONTRACT AND SETTLEMENT OF THE FINAL ACCOUNTS. L/C SHALL BE OPERATIVE ONLY AFTER SUBMISSION BY THE SUPPLIER TO Bas_OTI OF THE REQUIRED P/O

13 - PAYMENT:

SHALL BE MADE THROUGH AN IRREVOCABLE L/C THREE MONTH FROM ACTUAL DELIVERY DATE SUBJECT TO THE SUBMISSION OF THE FOLLOWING DOCUMENTS:-

- **CUSTOMARY COMMERCIAL DOCUMENTATIONS.**
- **CONFORMATION BY BasOTI OF THE ARRIVAL OF THE MATERIALS AND THEIR COMPLIANCE TO THE REQUIRED TECHNICAL SPECIFICATIONS.**
- **INSURANCE POLICY ISSUED FROM AN INTERNATIONALLY RECOGNIZED COMPANY IN FAVOR OF BasOTI**
- **A COMPLETE SET OF FACTORY TESTS CERTIFICATES WITNESSED BY A THIRD PARTY, THE THIRD PARTY SHOULD BE ONE OF THE ACCREDITED COMPANIES AS A THIRD PARTY IN IRAQ ,THE ACCREDITED COMPANIES IN IRAQ ARE :-**

1- BUREAU VERITS FROM FRANCE.

THE THIRD PARTY SHOULD BE LEGALIZED AND ATTESTED FROM IRAQI EMBASSY IN THE MANUFACTURER COUNTRY. FURTHER, PARTIAL PAYMENTS CAN BE MADE CORRESPONDING TO ACTUAL DELIVERIES.

*** PAYMENT TERMS WILL BE EFFECTED THROUGH IRREVOCABLE L/C AS FOLLOWS:-**

FOR MANUFACTURER

- **MAXIMUM AMOUNT OF 70% AFTER PRESENTING THE REQUIRED SHIPPING DOCUMENTS.**
- **30% AFTER RECEIVING AND INSPECTING MATERIALS.**
- **FOR AGENTS WILL BE PAYED 60% & 40% AND AS MENTIONED ABOVE.**

14 - TECH.SPEC. MAY BE SUBJECTED TO CANCELLATION BY Bas_OTI WITHOUT PRIOR NOTIFICATION

15- ANY REQUESTS REGARDING ANY OF THE FOLLOWING AFTER ENQUIRY'S AWARDING IS NOT ACCEPTED:-

A- PRICES NEGOTIATION.

B- CHANGING ORIGIN OF MATERIALS.

C- CHANGING COMPANY NAME.

16 - ACCEPTANCE:

BY ACCEPTANCE OF THE PURCHASE ORDER SUPPLIER HAS AGREED THAT THE PRICES CONTAINED HEREIN ARE FIRM.

17- LETTER OF CREDIT:

PAYMENT WILL BE EFFECTIVED THROUGH OPENING AN IRREVOCABLE L/C. ALL BANKING CHARCHES OUTSIDE IRAQ ARE ON THE BENFICIARY'S ACCOUNT, AND ALL BANKING CHARGES INSIDE IRAQ ON APPLICANT ACCOUNT, EXCEPT CONFIRMATION, EXTENSION , AND L/C AMENDMENT ARE ON BENIFICIARY'S ACCOUNT.

18 - DOCUMENTS:

(THREE) ORIGINAL OF THE FOLLOWING DOCUMENTS SHOULD BE SENT TO OUR COMPANY AT LEAST (10) DAYS PRIOR TO MATERIALS ARRIVAL TO ENTRY POINT FOR CUSTOMS AND CLEARANCE PURPOSES.

- COMMERCIAL INVOICES**
- BILL OF LADING / CMR / AIRWAY BILL.**
- PACKING LIST.**
- INSURANCE CERTIFICATE.**
- CERTIFICATE OF ORIGIN.**
- MILL TEST CERTIFICATE (S) & THIRD PARTY INSPECTION CERTIFICATE OF THE SUPPLIED MATERIALS IS REQUIRED.**

19 - LEAST QUOTED PRICES SHALL NOT BE BINDING.

20 - THE COUNTRY OF ORIGIN AND THAT OF SUPPLIER SHALL BE STATED IN THE OFFERS AND THE ORIGIN OF GOODS CAN BE ((USA, JAPAN, EURO UNITED, and CANADA).

TECHNICAL ENQUIRIES AND CLARIFICATIONS ARE ONLY ALLOWED PRIOR TO THE CLOSING DATE.

MATERIALS TO BE SUPPLIED SHALL BE BRANDNEW, UNUSED AND OF MODERN TECHNOLOGY.

DELIVERY PERIOD SHALL NOT EXCEED 6 MONTHS FROM THE DATE OF OPENING RELEVANT L/C.

WARRANTY: THE SUPPLIER WARRANTS THE ORDERED MATERIALS FOR DEFECTS ARISING FROM FAULTY OF DESIGN OR BAD – QUALITY MATERIALS OR POOR WORKMANSHIP FOR 24 MONTHS FROM COMMISSIONING THE MATERIALS IN BasOTI'S SITE. THE SUPPLIER SHALL BEAR ALL CHARGES OF RETURNING ALL DEFECTIVE

GOODS TO THE MANUFACTURER SITE.

A PERFORMANCE BOND 5% OF THE TOTAL VALUE SHALL BE SUBMITTED BEFORE 15 DAY FROM THE DATE OF SINGING THE P/O.

21 - DELAY PENALTY EQUAL TO:

(TOTAL PRICE OF CONTRACT/ DELIVERY PERIOD X 10%) SHALL BE IMPOSED ON THE SUPPLIER FOR EACH DAY OF DELAY FROM THE END OF DELIVERY PERIOD AND THE TOTAL VALUE OF THE PENALTY SHALL NOT EXCEED 10% OF THE TOTAL VALUE OF DELAYED MATERIALS EXCEPT FOR CASES OF FORCE MAJEURE WHICH MUST BE VERIFIED BY THE SUPPLIER AND ACCEPTED BY BasOTI.

22 - TAXES: BasOTI SHALL UNDERTAKE TO PAY TAXES AND CUSTOMS DUTIES ARISING IN IRAQ ONLY.

23 - ALL BANK CHARGES WITHIN IRAQ SHALL BE FOR THE ACCOUNT OF BasOTI WHILE BANK CHARGES FOR L/C OUTSIDE IRAQ AND ACCOUNT, EXCEPT CONFIRMATION, EXTENSION, AND AMENDMENTS SHALL BE FOR ACCOUNT OF THE SUPPLIER.

24- THE SUPPLIER SHALL BEAR ALL CHARGES ARISING FROM RETURNING THE SUPPLIED MATERIALS NOT IN COMPLIANCE WITH REQUIRED SPECIFICATIONS.

25 - ALL SUPPLIED MATERIALS SHALL CONFORM TO INTERNATIONALLY RECOGNIZED QUALITY STANDARDS.

26 - PACKAGING SHALL BE IN ACCORDANCE TO INTERNATIONAL STANDARDS.

27 - NO OFFER SHALL BE ACCEPTED OR CONSIDERED UNLESS THEY ARE ISSUED AND SIGNED BY THE MANUFACTURERS OF THE REQUISITIONED MATERIALS.

NO NEGOTIATIONS SHALL BE CONDUCTED NOR ANY CONTRACTS SHALL BE SIGNED EXCEPT WITH THE

MANUFACTURERS OR THEIR AUTHORIZED AND REGISTERED AGENTS.

28 - IF THE CONTRACT ORDER CONTAINS TRAINING IT IN MANUFACTURER(S) OF EQUIPMENT AND SHOULD BE IMPLEMENTED BEFORE SHIPMENT PERIOD.AFTER THE TRAINING COURSE, TRAINEES SHOULD BE OFFICIALLY AUTHORIZED 'IN WRITING' BY THE MANUFACTURER(S) TO MAKE MAINTENANCE, IF NECESSARY, DURING THE WARRANTY PERIOD WITH WARRANTY ENDURANCE.

29 - INITIAL INSURANCE AS MENTIONED IN THE ABOVE ARTICLES TO BE SUBMITTED OFFER DOCUMENT TO ORDER OF (BASRAH OIL TRAINING INSTITUTE) IN THE FORM OF BANK GUARANTEE OR A CHEQUE ISSUED AND CONFIRMED BY IRAQI BANK OR ISSUED BY INTERNATIONAL BANK AND CONFIRMED BY IRAQI BANK, OFFERS WITHOUT INITIAL INSURANCE WILL BE NEGLECTED.

30 - SETTLEMENT OF DISPUTES.

DISPUTES ARISING AFTER SIGNING P/O ARE SETTLED ACCORDING TO THE FOLLOWING METHODS:-

A- COMPROMISE:-

THE PARTIES ENDEAVOUR TO SETTLE AMICABLY ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE P/O OR ANY PROVISION THEREOF THROUGH THE APPOINTMENT OF A COMMITTEE FROM BOTH PARTIES TO STUDY THE MATTER CAREFULLY AND COME TO AN AGREEMENT ACCORDING TO RELEVANT EFFECTIVE IRAQI LAWS AND INSTRUCTIONS. FAILING THE ABOVE, EITHER PARTY MAY REFER THE MATTER TO ARBITRATION.

B- ARBITRATION:-

ARBITRATION IS DONE BY A COMMITTEES OF ARBITRATION CONSIST OF THREE (3) ARBITRATORS. EACH PARTY APPOINTS ONE ARBITRATOR AND THE TWO ARBITRATORS ASSIGN THE THIRD ARBITRATOR WHO ACTS AS THE CHAIRMAN. IN CASE OF DISAGREEMENT TO SELECT A CHAIRMAN FOR ARBITRATION COMMITTEE, IT WILL BE

CHOSEN BY A COURT. THUS THE COMMITTEE STUDIES ALL THE DETAILS OF THE CASE AND SENTENCES ITS FINAL DECISIVE AWARD. THE LOSER BEARS ALL THE COSTS OF ARBITRATION AND IS BOND TO ACCEPT THE AWARD AFTER IT HAS BEEN APPROVED BY THE COURT.

31 - YOU ARE KINDLY REQUESTED TO PROVIDE US WITH THE FOLLOWING DOCUMENTS IN ORDER TO CONSIDER YOUR COMPANY IN OUR INVITATIONS FOR TENDERS:

- AN UP-TO-DATE AND VALID ORIGINAL CERTIFICATE OF REGISTRATION, INCLUDING NET CAPITAL, AUTHENTICATED BY MINISTRY OF FOREIGN AFFAIRES AND IRAQI EMBASSY IN THE COUNTRY IN WHICH YOUR COMPANY LOCATED.

-COMPANY PROFILE INCLUDING YOUR FIELD OF SPECIALIZATION, HISTROY OF CONTRACT EXECUTION, MANUFACTURING YOUR COMPANY DEALING WITH.

- ORIGINAL LETTER OF AUTHORIZATION ISSUED BY MANUFACTURERS OR SERVICES AND MATERIALS SUPPLIERS, WHOSE PRODUCTS AND SERVICES MEET OUR COMPANY REQUIREMENTS, AUTHENTICATED BY MINISTRY OF FOREIGN AFFAIRS IN YOUR COMPANY.

-IF YOU HAVE ANY OFFICES, AGENTS, REPRESENTATIVES OR SUBSIDIARY COMPANIES IN IRAQ, THEY SHOULD SUBMIT A TAX CLEARANCE CERTIFICATE ISSUED BY IRAQI GENERAL TAX DIRECTORATE/ COMPANIES DEPARTMENT, FULL ADDRESS WITH PHONE NO. FOR THE REPRESENTATIVE IS REQUIRED.

-ISO CERTIFICATE AND/OR ANY OTHER CERTIFICATE ISSUED BY AN INTERNATIONALLY ACCEDRITED CLASSIFICATION SOCIETY.

32 - TENDERER WHO WIN AND SIGN THE CONTRACT WILL BEAR THE COST OF ADVERTISEMENT AND CONTRACT SIGNING COSTS INSIDE IRAQ IN IRAQI DINARS.

33- STAMP FEES:

WHICH IS EQUAL TO (0.0020 OF THE TOTAL AMOUNT OF THE CONTRACT FROM THE SAME CURRENCY OF THE CONTACT SHOULD BE BORNE BY THE SUPPLIER ACCORDING TO THE IRAQI CODE NO. (16) OF 1974

34- ADMINISTRATIVE CHARGES:

WHEN THE PURCHASER, AFTER TERMINATION , DECIDES TO EXECUTE ANY

PART OF SUPPLIER 'S OBLIGATIONS BY ANOTHER PARTY, THERATE OF THE ADMINISTRATIVE CHARGES SHOULD NOT EXCEED 20% OF THE ACTUAL COST OF EXECUTING SUCH OBLIGATION

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P.O Box: 132

BasOTI'S DIRECTOR

INQ.NOR-BAS-504.11

ITEM NO.	DESCRIPTION	UNIT	QTY
R-BAS-504.11	GAS ANALYSIS LAB		
1	Orsat apparatus completed with metallic holder with a handle to transportation , Glass precision burette with water jacket and grad, Two gas absorption ampoules with glass capillary tubes (CO ₂ and O ₂)and one gas absorption ampoule with tubes and copper strings. 3-way –faucet with branches 250 ml bottle ,4-Rubber balloons to gas flow control chemical solutions(reagents)	SET	2
2	PRESSURE HYDROMETER CYLINDER S (ASTM D 1657)	SET	2
2-1	PRESSURE HYDROMETER CYLINDER (ASTM D1657)FOR TEST DENSITY AND RELATIVE DENSITY MEASURED FOR LIGHT HYDROCARBON INCLUDE LPG.	NO.	2
2-2	CONTAINING CYLINDER ,METALBASE AND VALVES AND ANTHOR NECESSARY PARTS	NO.	2
2-3	THERMOHYDROMETER ASTM 101H WITH NORMAL RD RANG 0.5-0.65 STANDERD TEMP. 60 FAND TEMP.RANGE 30-90 F	NO.	2
2-4	THERMOHYDROMETER ASTM 310H WITH NORMAL DINSITY RANGE 500-650 Kg/m ³ ,STANDARD TEMP.15 C AND TEMP.RANGE 0-35 C	NO.	2
3	TRAINING FOR ONE PERSON FOR ONE WEEK.		
4	SPARE PARTS FOR TWO YEARS AND MANUALES FOR OPRATION,MAINTENANCE ADDITIONS IT'S NECESSARY FOR OPERATING.		
5	THE SUPPLER SHOULD GUARANTY THAT THE CHEMICALS MATERIAL ARE ADEQUATE ATLEAST TWO YEARS OF OPERATION.		