

INQUIRY NO.

SOM: 17.14.9001.01

طلبية رقم :

From: North Oil Company (NOC),
P.o. box no. (1)
Kirkuk, republic of iraq
Fax: 00 121 322 609 35 40 26, 964-50-255399
E-mail: nocpurchase@noc.gov.iq
Web: www.noc.gov.iq

SUBJECT: SUPPLYING WELL SERVICES TRUCK

Our inquiry SOM: 17.14.9001.01 you are invited to quote your prices for supplying the materials / as per the basis and below specifications mentioned hereunder

1- Terms & conditions for tender documents :

1-1 Iraqi companies and branches

1-1.1 Company foundation certificate (original copy) should be presented yearly – one time ratified by Iraqi trade ministry

1-1.2 The authorized person should have authorization letter concerning his right to submit offers under the name of mother company and this letter should be certified by notary office

1-2 Foreign companies

1-2.1 To submit (company foundation certificate , original copy one time yearly ratified by supplier foreign ministry and certified by Iraqi embassy in the same country

1-2.3 The authorized person should submit fully authorization letter (concerning his right to submit offers under the name of mother company) certificate by foreign company of the supplier and Iraqi embassy in the same country

1-2.5 Foreign company which based their branches , bureaux in Iraq are requested to submit their registration letter within Iraqi trade ministry ratified by companies registrar office

1-3-1 Original copy of company foundation certificate should be submitted inside one envelope with commercial offer

1-3-2 Copies of above certificate and authorization letter open page accepted

1-3-3 If the offers submitted by Iraqi agents companies the authorization should be issued from the manufacturer company, legalised from commercial attach or Iraqi embassy in the mother companies

2 Documents and conditions of offers:

2-1 A tender collecting document should be submitted otherwise the offers will be disregarded , and document price not refund except the price of the tender cancel by North Oil Company .

in case of re-declaration the first bid document bill should be enclosed with second declaration document and if any price increase in bids documents of second declaration the bidder should hold the extra price for this changing and the both bills should be presented .

2-2 Unconditioned bid bond , bank guarantee or certified check issued from / through any Iraqi reliable bank except (Warka Bank For Investment & Finance , Al-Belad Islamic Bank , Basra International Bank For Investment, Al-Fal Islamic Bank ,) , or debenture bond issued by Iraqi government with 1% of offer total amount in the name of the North Oil Company (NOC) must be submitted in a separate sealed envelope attached to the sealed commercial offer envelope and tender no. , inquiry, no. And the name of the Iraqi bank that issued the bid bond should be clearly shown on the envelope. This bid bond will be sequestered in case of

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- failure to sign the contract after awarding it wholly or partially. any offer lack to the bid bond will be disregarded
- 2-3 Tax status from "the general tax office" and financial status should be submitted with the commercial offer for the Iraqi companies and foreign companies, branches, bureaus and official agents holding ratification of Iraqi trade ministry.
- 2-4 Brief overview should be presented for company activities attached with the commercial offer.
- 2-5 Offers should be in (2) separate parts technical & commercial with reference and date , each in (3) copies , enveloped & sealed with your company stamp & to be submitted or handed over to the Contracts department in Kirkuk , Arapha up to 12 o'clock of the closing date, and any offer reaches after this date and all offers received by e-mail will be disregarded .
- 2-6 Tender no., inquiry no. And name of the company that submits the offer should be clearly shown on the envelopes.
- 2-7 Clear & complete Specifications must contain model numbers (or type nos.), should be completely & precisely stated. Catalogues, technical specifications, must be attached with each offer & itemized according to tender documents in English language.
- 2-8 Delivery period should be clearly shown unless north oil company decides to determine delivery period clearly in some exceptional situations.
- 2-9 Country of origin should be specified and the phrases: Europe, European country(EEC.) etc...Are not accepted) and manufacturer name & country of origin of materials supplied shall not be subject to any alteration whatsoever after signing the contract without the prior written approval of the first party .
- 2-10 Port of shipment, shipping route , arrival port and entry point to Iraq should be specified in the offer.
- 2-11 Full company addresses (country, city, street no., e-mail, tel .no.) Should be clearly shown.
- 2-12 Full bank details for the correspondent bank including full postal address, account no., zip code. Should be clearly shown.
- 2-13 Each foreign economic company which have maintain work in Iraq or involve with special project should submit written notification to company register as soon as concluding that agree mentor contract regarding this action or project
- 2-14 All Iraqi contractors and Iraqi companies owner are requesting to submit approval concerning ration card lifting
- 2-15 Financing capabilities by submission final accounting ratified by legal counter for last year if offer document needed that
- 2-16 Financing obligation capacity for contractor , supplier , consutor of valid year required
- 3- **Prices**
- 3-1 Itemized prices in (U.S. dollar) based on and must be "CIP Kirkuk (INCOTERMS 2000) will be applied; the price IN figure should be identical with price in word.
- 3-2 In case of the total amount of the offer does not match the total of items , the last will be adopted.
- 3-3 Unit price will be adopted if the total price of the item is in correct.
- 3-4 If the offer hold an priced item / items in this case the price of this ,these item / items (with same downed quantities) under the aggregate sum of offer.
- 3-5 All items & the spare parts list of the offer should be itemized & priced in US. Dollar.
- 3-6 Each itemized price page of your offer should holed your singe & stamped ,so as the envelops.
- 3-7 All offers prices should basically defined according to the specified payment terms mentioned in the tender document.
- 3-8 Offer validity should be not less than (5 months) and subject to extension with the agreement of both parties.
- 4- **Warranty :**

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- 4-1 the second party conveys to first party the ownership of goods free of any encumbrance, lien or security interest
- 4-2 should warrant that goods described in this contract are apt for the use as intended, are merchantable and are free from all defects in design, workmanship, and are in strict accord with any plans or specifications whether provided by first party or the second party.
- 4-3 the materials should be supplied under iso standard and international recognized specification for this subject complying with confirmation technical document .
- 4-4 The supplier should submit certificate of compliance to the technical specifications (Third party inspection) issued by One These Companies ("B.V" France) (Baltic Control- Danish) (Tvrheinland- Germany) (Cotecna- Swiss) Original Copy .
- 4-5 the goods are warranted for (12) months after acceptance and receiving materials or longer term warranty as both parties are agreed upon .
- 4-6 in the event that the second party arranges to perform this contract in whole or in part by a third party
- 4-7 In the event that the supplier arranges to perform this contract in whole or in part by a third party, then the supplier shall secure warranties from such third parties in the form as set out in A/M items above and the supplier shall assign to north oil company all its rights, title and interests in and to the said warranties obtained from the supplier.
- 4-8 **The performance bond**
- 4-8-1 An Unconditioned Performance Bond Equals To 5 % Of Contract Value Should Be Submitte **with the same offer currency** d Through Or From Any Iraqi Reliable Bank Except (Warka Bank For Investment & Finance , Al-Belad Islamic Bank , Basra International Bank For Investment , elaf Islamic Bank) By The Name Of First Party Within one Week After advise awarding the tender Valid Till Receiving The Contracted Materials To The Final Destination And To Be Extended If Delivery Period Prolonged To Agreed Period By Two Parties .
- 4-8-2 In case the supplier fails to fulfill his contractual obligations fully or partially , his performance bond will be withdrawn for north oil company account
- 4-8-3 the bank grantee (performance bond) should include the same name of the contracted company.
- 5- **Payment terms :**
- Released by Irrevocable and un transferable L/C payable at sight , covered by U.C.P 2007 revision of I.C.C publication No. 600 of 2007 opened by Trade Bank of Iraq (TBI) released as :
- Exclusive for manufacturer**
- A- 75 % of contract value released after presentation of clean shipping documents to the trade bank of Iraq
- B- 20% of contract value released after receiving and checking the materials in north oil company with (30) days conditional by material qualification and quantification and type compliance with submitting all document required for above complain which stated under the contracts
- C- 5% of contract value released ending warranty period which mentioned in item (4-5).
- For suppliers :**
- A- 65% of contract value released after presentation of clean shipping documents to the trade bank of Iraq
- B- 30% of contract value released after receiving and checking the materials in north oil company with (30) days conditional by material qualification and quantification and type compliance with submitting all document required for above complain which stated under the contracts
- C- 5% of contract value released ending warranty period which mentioned in item (4-5).
- 6 **Penalties:**

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- 6-1 The supplier shall bear delay penalties for any unjustified lag delivery/executing work not exceeding 10 % of total value of the contract and to be deducted as follows :
CONTRACT VALUE
_____ X 10% = PENALTY PER DAY
CONTRACT PERIOD
- 6-2 In case the supplier failed supplying works up to 25% of contracts period for all items first party have the right to confiscate the performance bond mentioned in item (4-8) above within period not exceeding (15) day of written notification to the second party .
- 6-3 penalty of Partial shipment to be as follow:
- 6-3-1 penalty (of partial shipment):
- _____ DELAY ITEMS VALUE
_____ X 10% = PENALTY PER DAY
CONTRACT PERIOD
- 6-4 This penalty will not carry out with event of second party force majeure (item 14) of this clause . on the other hand first obliged to advise promptly by communication media , with first party acceptance for these events .
- 7- **Taxes and Fees:**
- 7-1 Fees, taxes and the charges of the L/C opening outside Iraq and L/C amendment inside, outside Iraq relating to this contract should be paid by the bidder .
- 7-2 Iraqi companies, authorized companies, branches or representative bureaus shall be subject to Iraqi tax laws and regulations.
- 7-3 Confirmation of the L/C, requested by the supplier, it will be on the supplier's account inside & outside Iraq.
- 7-4 (0.002) Of Total Amount Of Contract To Be Paid As Fees Of Stamping At Our Legal Department After Signing The Contract , Otherwise The Contract Shall Be Cancelled And Legal Action Will Be Taken.
- 7-5 3% of contract value deduct as (tax warranties) which refund after completion tax settlement under approval of general tax office in Iraq
- 8- **General terms & conditions :**
- 8-1 any revised commercial or technical offer reaches after the closing date will be not accepted unless required by NOC.
- 8-2 The bidder have no right to omit , or amend any term or clause of tender document whatever it can.
- 8-3 The awarding decision will be valid from the date of the bidder receiving awarding notification and the bidder should hold contract signing with a period not exceed (14) day after above notification.
- 8-4 The supplier can send the offers by registered mail to North Oil Company (NOC), and should reach to NOC's contracts Dept prior to closing date.
- 8-5 North oil company has the right of assigning whole or partial orders.
- 8-6 North oil company is not committed to accept lowest prices offered.
- 8-7 North Oil Company (NOC) have the right of increase or decrease the quantities or services prior to contract signature t.
- 8-8 North oil company have the right to cancel the tender without reimbursement for the bidder and terminate the contract before opening the l/c, after notifying the second party in writing. on receipt of such notice second party will cease performance under this contract.
- 8-9 All designs, drawings technical information that bided by suppliers, belongs to North Oil Company (NOC), after the contract, and has all rights to use it.
- 9- **Insurance :**

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- 9-1 incoterms 2000 or according to the special conditions of the contract. the second party shall effect all risks (institute cargo clauses) marine / land insurance including transit clause incorporating warehouse to warehouse clause with underwriters in the amount of one hundred and ten percent 110% cip kirkuk of the goods value cip kirkuk .).
- 9-2 insurance to be made by insurance national company or Iraqi insurance company is preferable
- 10- **Loading and delivery instructions:**
- Delivery instructions shall be governed by and construed in accordance with the provisions of "INCOTERMS 2000" and any amendment thereto. All goods supplied against this contract must be delivered loading and carriage paid unless otherwise stipulated. Goods must be adequately packed & protected to withstand transit and short term storage. Packages are to be clearly marked with the contract number and a packing list is to be enclosed within the package.
- 10-1 Noc prefers shipping of goods to be through specialized carries in transportation ministry from southern ports in Iraq to noc warehouses
- 10-2 All transportation companies which have contractual obligation with suppliers companies obliged to getting formal approval from security authorities of all check points begging from entry point up to final destination Kirkuk – ARRAPH
- 10-3 North oil company does not accept any delay in processing results for the reason stated in (10-2) above
- 10-2 SHIPPING MARKS : **SOM: 17.14.9001.01**– NOC – KIRKUK – IRAQ.
- 10-5 *you are obliged to furnish first party and as soon as to you deliver material to carrier with all material shipping details regarding drivers names and trucks nos..and all other information to facilitate material arrival and unloading in first party wear house*
- 11- **Confidentiality :**
- 11-1 Any contract placed by north oil company shall be treated as confidential, and in particular the supplier shall not make use of the company's name (or the name of any companies associated therewith) for publicity purposes without the prior written consent of the company.
- 11-2 All designs, drawing, specifications and information which may be supplied in connection with the contract are confidential and shall only be used for the purpose of this purchase order.
- 11-3 This obligation of confidentiality shall be a continuing and lasting one and shall not be ended upon delivery, completion of services, nor affected by the termination of this purchase order.
- 12- **Audit :**
- The supplier shall maintain records of all transactions related to this contract for a period of not less than twenty-four (24) months after the final payment is made by company to supplier. The company shall have the right to audit all reimbursable costs and expenses related to this purchase order. Also through third party.
- 13- **Assignment and subcontracting:**
- The supplier shall not assign or subcontract any part of this contract to any other party or parties without the prior written approval of the company. Free charge copies of any such sub-contracts shall be supplied to the company on request.
- 14- **Force majeure:**
- In the event of force majeure beyond the reasonable control or power of both parties or general emergency cases that affect the fulfillment Of his contractual obligations partially or fully , both parties obligations will be deferred and prolonged for the time of the delay caused by such force majeure. And the affected party should inform the other party of an event of force majeure by world communications, and by the agreement of both

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parties.

15- **Governing law :**

15-1 Disputing settlement will be hold under Iraq implementation introduction of governmental contract NO(1) (copy can be obtain within tender documents)

15-2 It's possible for bidder to hold their claims against forwarding's decisions by administrative court that based in Iraqi ministry of planning and development cooperation.

15-3 If tender is awarded fully or partially and bidder rejected to sign the contract , the bid bond will be confiscated account and will bear all judicial / and costs arising .

15-4 The Arabic copy of this announcement / contract will be adhered to in solving any dispute or vagueness regarding the partial or complete offer.

16- **Signing a contract:**

16-1 For the purpose of contract signature, the person from your company coming to sign the contract should be fully and officially empowered via a "power of attorney" valid authorization (not passing three months from the date of issuance) and Should be either of the following officials of your company: -

The deputy director general.

The commercial manager.

The sales manager.

Regional manger or local branch manger in Iraq .

16-2 Bid announcement charges to be borne by the supplier.

16-3 This Contract Is Consider Iraqi Contract Which Subjected To All Regulations Issued By Authorities Of Central Government Or Which Issued Later Within Period Of Executing This Contract

17 **Technical conference :**

17-1 A technical conference for tenders questionnaires will be hold on 19.03.2014 at (11 a.m) in foreign purchasing dept / NOC - kirkuk /Iraq and your attending for technical conference will apply on your confirmation letter before one week of conference holding to enabling us prepare our qualified persons .

17-2 Conference session will be run by senior qualified official from purchasing department With a highly profession engineers in technical specification of tenders to facility all bidders questions

18- **CLOSING DATE :08.04.2014**

18-1 The closing date will be postponed if this date clashed with holiday or curfew in Kirkuk city and the working hours of the next day will be last time for closing date

18-2 The deadline which offers accepted

18-3 The period calculated between declaration and closing date is period which grant the bidders full right to submit within their offers

19 Bid opening

Bids will be opened in the Legal Dept., North Oil Company (NOC), on the day following the closing date.

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19-2 All bidder interested in attending opening of the bids will have to submit there request a week prior it such date a companied by the following:

Name of the company

Name of authorized representative attending d the meeting, with a copy of his passport or identity card.

Best regards

HEAD OF FOREIGN PURCHASING DEPT.

Well services truck as bellow :

- Left hand drive .
- Double cabin truck for (5+1) persons , (4) doors, A/C heater for front and rear cabin with CD player and radio .
- Diesel engine drive , (6) cylinders , four wheel drive (300 – 350) hours power .
- Standard tyre size 825 x 20 with spare tyre .
- Alternator 12 v .
- Carring capacity 5 tons .
- Hiab crane lifting capacity 3 tons at 3M.Radius 250 Deg. With extended riggers (out & down type riggers) .
- Iron fence (one meter height) and heavy duty chassis.
- The truck should be equipped with flexible clamps , Set of tools , fire extinguishers & signalsetc.
- Ambient temp. (-10 to 55 C°) .
- 2 no. 12 v batteries .
- The truck should be brand new .
- Recommended spare parts for 2 years operation.
- Recommended spare parts for overhauling the engine .
- Manufactured by : Mercedes , Man , Mitsubishi , International , GMC , Ford .

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